



**Town of Surfside  
Special Town Commission Meeting  
AGENDA  
Tuesday, July 23, 2024  
7:00 PM  
Commission Chambers**

***Rule 6.06 (a)3 Agenda. The good and welfare portion of the agenda is set for 8:15 p.m.***

***Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; and any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item.***

***Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once this capacity has been reached, people will be asked to watch the meeting from the first floor.***

1. Opening
  - 1A. Call to Order
  - 1B. Roll Call of Members
  - 1C. Pledge of Allegiance
2. Ordinances

#### First Reading

- 2A. Ordinance Amending Section 14-29 "Permit Fees" of Town Code - Mark Blumstein, Interim Town Attorney

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 14-29, "PERMIT FEES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADJUST THE FEES; PROVIDING FOR CODIFICATION AND INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Ordinance - Permit Fees - July 23 2024.docx](#)  
[Building Department Fee Guide 2024.pdf](#)

- 2B. Ordinance Amending Section 90-73 "Monument Signs" of Town Code - Mark Blumstein, Interim Town Attorney

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 90-70 et. seq. OF ARTICLE VI. – "SIGNS", CHAPTER 90 OF THE TOWN CODE, TO AMEND THE EXEMPT SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE**

[Ordinance - Amending Sec 90-73 Monument Signs - July 23 2024.docx](#)

#### 3. Resolutions

- 3A. Approval of Town Manager Agreement - Mark Blumstein, Interim Town Attorney

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE EMPLOYMENT AGREEMENT OF PETER JANKOWSKI AS TOWN MANAGER PURSUANT TO THE EMPLOYMENT AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Reso - Town Manager - July 23 2024.docx](#)  
[Town Manager Agreement - Jankowski - Final.docx](#)

- 3B. Approval of Munitytics - Interim Finance Director Services Agreement - Mark Blumstein, Interim Town Attorney

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MUNILYTICS, INC. FOR INTERIM FINANCE DIRECTOR SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Reso - Munitytics - Finance Director - July 23 2024](#)  
[Munitytics - Finance Dept Svcs - Proposal](#)  
[Munitytics - Finance Dept Svcs-July 2024-Finall](#)

**3C. Resolution Amending Resolution No. 2024-3301 Calling for a Special Election to Adhere to Word Count Limitations - Mark Blumstein, Interim Town Attorney**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING RESOLUTION NO. 2024-3301, CALLING FOR A SPECIAL ELECTION ON NOVEMBER 5, 2024, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE TOWN OF SURFSIDE, FLORIDA PROPOSED AMENDMENTS TO THE TOWN CHARTER PURSUANT TO SECTION 97.1 OF THE TOWN CHARTER; APPROVING REQUISITE BALLOT LANGUAGE; PROVIDING FOR COPIES OF THE TEXT OF THE CHARTER AMENDMENTS TO BE MADE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Resolution - Charter Amendments -July 23 2024](#)

**4. Mayor, Commission and Staff Communication**

**4A. IT Forensic Audit - Commissioner Gerardo Vildostegui**  
[SRIT proposal - Town of Surfside - IT Consultation 5-13-24](#)  
[ERM Protect - Proposal](#)

**4B. All Zoning Changes from the Last Administration 2022-2024 - Mayor Charles W. Burkett**  
[List of Adopted Ordinances 2022-2024-MB changes-Final](#)

**4C. Discussion of Traffic-Control Measures in the Residential District - Commissioner Gerardo Vildostegui**  
[Town Workshop - 95 ST and ABBOTT AVE](#)  
[Miami Dade County DTPW Traffic Review Comments](#)

**4D. Town Pension Plan - Defined Contribution or Defined Benefit - Mayor Charles W. Burkett**  
[General Employee Agreement](#)  
[FOP Agreement Executed - 10-01-2022 thru 09-30-2025](#)  
[Pension Board Code](#)  
[Memo to Town Commission on Changing Pension Plans - July 16 2024](#)

**5. Adjournment**

Respectfully submitted,

Enrique Doce,  
Acting Town Manager

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THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT [www.townofsufsidefl.gov](http://www.townofsufsidefl.gov).

TWO OR MORE MEMBERS OF THE TOWN COMMISSION AND/OR TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.





## MEMORANDUM

ITEM NO. 2A.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Mark Blumstein, Interim Town Attorney  
**Date:** July 23, 2024  
**Subject:** Ordinance Amending Section 14-29 "Permit Fees" of Town Code

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### To approve Ordinance Amending Section 14-29 "Permit Fees" of Town Code

The Town's "Permit Fees Ordinance" is not current and does not cover the Town's costs and expenses related to building, planning, zoning and public works as it pertains to new construction, additions, renovations and alterations throughout the Town. Permit fees need to be adjusted accordingly.

[Ordinance - Permit Fees - July 23 2024.docx](#)

[Building Department Fee Guide 2024.pdf](#)

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**ORDINANCE NO. 2024 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 14-29, “PERMIT FEES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADJUST THE FEES; PROVIDING FOR CODIFICATION AND INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

**WHEREAS**, the Town Commission of the Town of Surfside (“Town”) finds it periodically necessary to adjust the permit fees set forth in its Code of Ordinances (“Code”) charged for all buildings, structures, additions, renovations, alterations and related work requiring a building permit pursuant to the Florida Building Code in order to cover costs to the Town and maintain compliance with state law, as well as to implement municipal goals and objectives for the general health, safety and welfare of the Town residents and occupants; and

**WHEREAS**, the Town Commission now seeks to amend the permit fees as set forth in Town Code; and

**WHEREAS**, the Town Commission held its first public hearing on July 23, 2024 and, having complied with the notice requirements in the Florida Statutes, recommended approval of the proposed amendments to the Code, which it finds necessary and in the best interest of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:**

**Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by this reference:

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

34            **Section 2. Town Code Amended.** Section 14-29 – “Permit Fees” is hereby  
35 amended as follows:

36 Sec. 14-29. Permit Fees.

37 (a) ~~For all buildings, structures, additions and alterations requiring a building permit as~~  
38 ~~called for in Section 105 of the Florida Building Code, a fee for each building permit~~  
39 ~~shall be paid as required, in accordance with the following fee schedule:~~

40        (1) ~~The minimum fee for any one permit shall be \$80.00.~~

41        (2) ~~For all construction activity where the construction costs are greater than~~  
42 ~~\$1,000.00 but less than \$1,250,000.00, the fee shall be \$80.00 plus 2.3 percent~~  
43 ~~of the cost of construction.~~

44        (3) ~~For all construction activity where the construction costs are \$1,250,000.00 or~~  
45 ~~more, but less than \$3,000,000, the fee shall be calculated as in (1) + (2) plus~~  
46 ~~1.6 percent of the cost of construction from \$1,250,000.00 up to \$3,000,000.00.~~

47        (4) ~~For all construction activity where the construction costs are \$3,000,000.00 or~~  
48 ~~greater, the fee shall be calculated as in (1) + (2) + (3) plus 1.3 percent of the~~  
49 ~~cost of construction greater than \$3,000,000.00.~~

50        (5) ~~Electrical, mechanical and plumbing permit fees shall be calculated in~~  
51 ~~accordance with (1) through (4) above, except that when such electrical,~~  
52 ~~mechanical or plumbing permit is a sub-permit to a master permit, the fee for the~~  
53 ~~sub-permit shall be \$80.00 provided the cost of the electrical, mechanical or~~  
54 ~~plumbing work is included in the overall cost of construction included in the~~  
55 ~~master permit.~~

56        (6) ~~For purposes of this section, the cost of construction is calculated as no less than~~  
57 ~~\$250.00 per gross square foot for multi-family and commercial developments and~~  
58 ~~no less than \$150.00 per gross square foot for single family homes for new~~  
59 ~~construction or substantial improvements as defined in the Florida Building Code.~~

60        (7) ~~The town reserves the right to conduct an audit of the construction costs for new~~  
61 ~~construction or substantial improvements as defined in the Florida Building Code~~  
62 ~~at the conclusion of the construction, based on a determination by the building~~  
63 ~~official that the valuation is underestimated on the application. If a discrepancy is~~  
64 ~~found, the applicant shall pay the difference in the building permit fee, if any, prior~~  
65 ~~to issuance of the temporary certificate of occupancy. Applicant may provide~~  
66 ~~evidence of final cost of construction and the Town will adjust the fee accordingly.~~

67

68 ~~(b) *Other specialized operations.* For other specialized operations for which permits are~~  
69 ~~required, and the specialized operations are not specifically noted in this fee~~  
70 ~~schedule, including but not limited to the moving of buildings or structures, the~~  
71 ~~demolition of buildings or structures, the installation of driveways or sidewalks, the~~  
72 ~~installation of underground fuel tanks, the installation of drainage facilities, the~~  
73 ~~construction of roadways and site improvements, and the issuance of temporary~~  
74 ~~structure or special event permits, the fee schedule listed above shall be applicable.~~

75 ~~(c) *Failure to obtain permit.* When work for which a permit is required is started prior to~~  
76 ~~the obtaining of the permit, the applicant for a permit shall be required to pay \$100.00~~  
77 ~~plus double the regular permit fee, as the cost of the permit. The payment of such~~  
78 ~~double fee plus \$100.00 shall not relieve any person from fully complying with all the~~  
79 ~~requirements of all applicable regulations and codes; nor shall it relieve them from~~  
80 ~~being subject to any of the penalties therein. The double fee requirement shall be~~  
81 ~~applicable to sub-permits and to all divisions of the building department.~~

82 ~~(d) *Reinspection fee.* A re-inspection fee shall be charged when extra inspection trips~~  
83 ~~are necessary due to:~~

84 ~~(1) Wrong address being given on request for inspection;~~

85 ~~(2) Prior rejection of work due to faulty construction;~~

86 ~~(3) Work not being ready for inspection at time specified;~~

87 ~~(4) Failure to call for final or other inspections;~~

88 ~~(5) Required corrections not being made or completed at time specified.~~

89 ~~A fee of \$80.00 shall be charged for the first re-inspection. The Building Official may~~  
90 ~~apply Florida Statutes Section 553.80(2)(c) for each subsequent re-inspection. The~~  
91 ~~payment of re-inspection fees may be required before any further permits will be~~  
92 ~~issued to the person owing same, and further inspections may be refused until~~  
93 ~~payment of re-inspections fees has been made. The re-inspection fee requirement~~  
94 ~~shall be applicable to all divisions of the building department.~~

95 ~~(e) *Application processing fee.*~~

96 ~~(1) A non-refundable fee may be charged at the time of submitting a permit~~  
97 ~~application. The fee shall be \$80.00 or 25 percent of the building permit fee,~~  
98 ~~whichever is greater. The fee paid will be deducted from the total permit fee at~~  
99 ~~time of issuance of the permit.~~

100

101 ~~(2) A non-refundable fee shall be charged for reviewing plans on all new construction~~  
102 ~~(or major remodeling) of multi-family residential structures and/or commercial~~  
103 ~~structures. The fee shall be 25 percent of the estimated building permit fee. The~~  
104 ~~fee will be deducted from the total permit fee at time of issuance of the permit.~~

105 ~~(3) A non-refundable zoning plan review fee of \$200.00 shall be charged at the time~~  
106 ~~of application, for those projects requiring zoning review. This fee is in addition~~  
107 ~~to the building permit fee and is not deductible from the building permit fee.~~

108 ~~(4) A non-refundable fee shall be charged for a preliminary review of plans and~~  
109 ~~documentation prior to the submitting for a permit. The fee shall be calculated~~  
110 ~~per subsection 14-29(g)(6) and (7).~~

111 ~~(f) *Fee for changes after permit has been issued.*~~

112 ~~(1) When changes in the plans and/or specifications are requested after the permit~~  
113 ~~has been issued, and the changes do not result in an increase in the scope of~~  
114 ~~the original project, the fee for review of said changes shall be based upon review~~  
115 ~~time, hourly per trade, in accordance with subsection 14-29(g)(6) and (7).~~

116 ~~(2) When changes or revisions are requested after the permit has been issued, which~~  
117 ~~result in an increase of square footage and/or the cost of construction, the fee for~~  
118 ~~the additional work shall be calculated in accordance with the fee schedule for a~~  
119 ~~new permit, in accordance with this section.~~

120 ~~(g) *Refunds, time limitation.* The fees charged pursuant to this section may be refunded~~  
121 ~~by the town manager subject to the following:~~

122 ~~(1) No refund shall be made where any work has commenced, except where~~  
123 ~~duplicate permits have been issued for the same work, in which case a refund~~  
124 ~~may be granted to the initial permit holder provided the duplicate permits were~~  
125 ~~issued within 90 days of each other.~~

126 ~~(2) No refunds shall be made where permit has become void as provided by section~~  
127 ~~405.4 of the Florida Building Code.~~

128 ~~(3) No refunds shall be made on permit fees of \$80.00 or less.~~

129 ~~(4) Fifty percent refunds may be granted to a permit holder whose permit is canceled~~  
130 ~~by owner authorization where work has commenced and such owner selects a~~  
131 ~~second contractor to complete the work. The second contractor shall pay a full~~  
132 ~~fee to complete the work unless the first contractor waives his opportunity to a~~  
133 ~~refund in writing, in which case, the second contractor is entitled to a permit to~~  
134 ~~cover the same work for a cost of 50% of the prevailing fee schedule.~~

135 ~~(5) A full refund may be granted to a permit holder who takes out a permit covering~~  
136 ~~work outside the jurisdictional permitting and inspection area.~~

137 ~~(h) Other fees.~~

138 ~~—(1) Demolition: \$80.00 per discipline (trade) inspecting.~~

139 ~~—(2) Certificate of completion: \$80.00.~~

140 ~~—(3) Certificate of occupancy: \$120.00.~~

141 ~~—(4) Temporary certificate of occupancy: \$365.00 per period of temporary certificate.~~

142 ~~—(5) Duplicate permit card with list of passed inspections: \$50.00~~

143 ~~—(6) Special services:~~

144 ~~— a. — \$100.00 per hour, normal business hours (1 hour minimum).~~

145 ~~— b. — \$150.00 per hour outside normal business hours (3 hour minimum).~~

146 ~~— This fee is limited to client requested services outside the normal permitting and~~  
147 ~~inspection process, and any such fee shall be estimated and agreed upon in~~  
148 ~~advance.~~

149 ~~(7) Professional engineer review of structural drawings: \$150.00 per hour.~~

150 ~~(i) State and county fees.~~

151 ~~(1) \$0.01 per sq. ft. added to every building permit for the State of Florida to study~~  
152 ~~the building code requirements for radon gas plus certification and regulation of~~  
153 ~~building officials, inspectors, and plans examiners. This surcharge relates to new~~  
154 ~~construction and under roof floor area being added, altered, or renovated.~~

155 ~~(2) Building code compliance fee (Miami-Dade Code Compliance): \$0.60 per every~~  
156 ~~\$1,000.00 of value of construction.~~

157 ~~(j) Waiver of fees and expedited permitting and development review. The town~~  
158 ~~commission may by resolution waive building permit fees and other fees as provided~~  
159 ~~herein, and provide for expedited permitting and development review for certain~~  
160 ~~programs.~~

161 ~~(k) Reduction of building permit fees for condominiums. The permit fees for construction~~  
162 ~~activity relating to condominium building recertifications, or any necessary structural~~  
163 ~~and/or life safety repairs, as determined by the building official, shall be reduced by~~  
164 ~~30 percent.~~

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165 (a) *Levied*. Permits, inspections and other fees of the building department of the Town  
166 are hereby levied and imposed and shall apply to building, plumbing, electrical and  
167 mechanical permits and other activities undertaken by that department as specified  
168 in appendix A. Permit fee line items include, but are not limited to: Building, plumbing,  
169 electrical, and mechanical as well as those line items associated with planning, fire,  
170 and public works. In addition, all permits will include line items for outside agencies;  
171 State of Florida, Department of Business and Professional Regulation (DBPR),  
172 Building Code Administrators and Inspectors (BCAI), and Miami Dade County  
173 Building Code Compliance Office (BCCO). The Town Commission may direct the  
174 Town Manager to waive building permit fees that include building, planning, public  
175 works, parking, fire, and environmental permits that are directly related to Town  
176 projects.

177 (b) *Double fees*. Any person who commences any work on a building, structure,  
178 electrical, gas, mechanical or plumbing systems before obtaining the building  
179 official's approval or the necessary permits shall be subject to a penalty of 100  
180 percent of the required permit fee, in addition to the required permit fees, plus a  
181 penalty for the first, second and subsequent offenses as outlined in appendix A.

182 (c) *Reinspection fees*.

183 (1) With respect to inspections, if the Town finds it necessary, in order to enforce  
184 compliance with the Florida Building Code, to conduct an inspection, after an  
185 initial inspection and one subsequent reinspection, of any project or activity for  
186 the same code violation specifically and continuously noted in each rejection,  
187 including, but not limited to, egress, fire protection, structural stability, energy,  
188 accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas  
189 systems, or other requirements identified by the rule of the Florida Building  
190 Commission, a fee of four times the cost of initial inspection or first reinspection,  
191 whichever is greater, for each subsequent reinspection shall be paid. The  
192 inspection cost is determined by multiplying the actual time spent by the inspector  
193 by the inspection fee hourly rate, as specified in appendix A.

194 (2) Payment of the reinspection fee shall be required before any subsequent permits  
195 are issued to the person or entity owing same. Further inspections shall be  
196 withheld until payment of reinspection fees has been made.

197 (d) *Lost plans fee*. When permitted set of plans are lost by the applicants, owners,  
198 contractors, or any of their representatives, a recertification fee will be required to  
199 reproduce, stamp and approve a new set of plans as a field copy. Such fee shall be  
200 based on a cost per page as specified in appendix A, plus an administrative  
201 processing fee as outlined in appendix A.

202 (e) *Revised plans processing fee*. The charge for plans processing of revisions to a  
203 permitted set of plans shall be as specified in appendix A, plus an administrative  
204 processing fee as outlined in appendix A.

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- 205 (f) *Lost permit card fee.* After a permit has been issued, if the permit inspection card  
 206 has been lost, a replacement fee as specified in appendix A shall be charged.
- 207 (g) *Inspection fee.* The inspection fee shall be as specified in appendix A.
- 208 (h) *Plans re-review fee.* When extra plans reviews are due to the failure to correct  
 209 Florida Building Code discipline requirements specifically and continuously noted in  
 210 each rejection, including, but not limited to, egress, fire protection, structural stability,  
 211 energy, accessibility, lighting ventilation, electrical, mechanical, plumbing, and gas  
 212 systems, or other requirements identified by the rule of the Florida Building  
 213 Commission, in compliance with F.S. § 553.80(2)(b), each time after the third such  
 214 review that plans are rejected for the same code requirement, a fee shall be charged,  
 215 per discipline, as determined in appendix A.
- 216 (i) *Expedited plans review and inspection fee.* Upon request from the applicant, the  
 217 department may schedule an expedited plan review or inspection, on an overtime  
 218 basis by Town staff. When such service is provided, a fee as specified in appendix  
 219 A shall be charged, in addition to the regular permit fee and other applicable fees.  
 220 Expedited plan review service may be requested by the applicant at a charge, per  
 221 discipline, as determined in appendix A, in addition to the other applicable fees  
 222 required for the work.
- 223 (j) *Permits for work not identified in appendix A.* If it is determined that no specific fee  
 224 category directly matches a permit application request, the building official may  
 225 identify a category that closely matches the level of effort or determine what the work  
 226 will be charged at based on the time dedicated for plans review and inspection. The  
 227 building official may require an upfront fee and a deposit to cover the estimated cost  
 228 of the services to be provided.
- 229 (k) *Town projects.* The cost of enforcing state statutes, the building code, or the Town's  
 230 land development regulations on Town-related projects will be reimbursed based on  
 231 the actual time spent in the processing, review and inspection of such projects. The  
 232 payment will be due prior to issuance of the certificate of occupancy or completion  
 233 for the project. Fees shall be based on the permit fee schedule in place at the time  
 234 of the permit application submittal and should be paid accordingly.
- 235 (l) *[Annual adjustment of rates.]* The rates in appendix A pertaining to this division will  
 236 be administratively adjusted annually to reflect increase(s) or decrease(s) in the  
 237 Consumer Price Index for all urban consumers, CPI-U.
- 238 (m) *Electronic concurrent plan processing.* To create a more efficient permitting  
 239 process, the building department may be implementing procedures to process  
 240 plans electronically via an automated workflow. Once implemented, the  
 241 department may request that applicants submit plans in an electronic format. If  
 242 the applicant chooses to submit paper plans, the director, or his designee has

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243 the authority to invoice for reimbursement of the conversion of documents  
244 submitted to an electronic format.

245 (n) *Phase permits.* The building official is authorized by the Florida Building Code to  
246 provide early start approval. The holder of such permit shall proceed at the  
247 holder's own risk with the building's construction and without assurance that a  
248 permit for the entire structure will be granted. A fee as specified in appendix A  
249 shall be paid.

250 (o) *Private provider fee.* When a property owner uses the services of a licensed  
251 private company for plan review and inspections services (private provider), the  
252 fee will be assessed as a regular building permit with a discount of 40 percent of  
253 the original building permit fee. If only the inspections are done by the private  
254 provider, then the fee will be assessed as a regular building permit with a discount  
255 of 20 percent of the original building permit fee.

256 (p) *Photovoltaic waiver.* All photovoltaic related building permit fees will be waived  
257 to promote the use of photovoltaic energy.

258 (q) *Electric vehicle charging stations waiver.* All permitting fees for electric vehicle  
259 charging station installation projects on private property shall be waived, except  
260 for electric vehicle charging station installation projects with exterior or  
261 underground transformers. The waiver of permitting fees in this subsection shall  
262 automatically sunset and shall be repealed on December 31, 2024.

263 (r) *Up-front processing fee.*

264 (1) When the building permit application is received, the applicant shall pay an "up  
265 front" processing fee as specified in appendix A.

266 (2) This processing fee is non-refundable but shall be credited toward the final  
267 building permit fee. The "up front" processing fee, after it is calculated, shall be  
268 rounded up to the nearest \$5.00, with a minimum fee as specified in appendix A.

269 (s) *Refunds, time limitations, cancellations, change of contractor.* The fees charged  
270 pursuant to the schedule in appendix A, provided the same are for a permit  
271 required by Section 105.1 of the Florida Building Code, may be refunded by the  
272 building official subject to the following:

273 (1) No refunds shall be made on requests involving:

274 a. Minimum permit fee(s) and upfront fee(s), as specified in appendix A; or

275 b. Permits for which plans review has commenced or inspections performed; or

- 276 c. Permits revoked by the building official under authority granted by the Florida  
277 Building Code; or
- 278 d. Permits cancelled by court order; or
- 279 e. Permits which have expired; or
- 280 f. Permits under which work has commenced as evidenced by any recorded  
281 inspection having been made by the Town, unless the refund is due to an  
282 overcharge by the Town.
- 283 (2) A full refund shall be granted to a permit holder who takes out a permit covering  
284 work outside the jurisdictional inspection area.
- 285 (3) Permits under which no inspections were performed are entitled to a 50-percent  
286 refund of the building permit fee line item if requested within 90 days of permit  
287 issuance. No refund shall be provided after 90 days.
- 288 (4) Where there is a change of contractor (for all permit types) a fee as specified in  
289 appendix A shall be paid. The original permit holder is not entitled to any refund.
- 290 (5) Where there is a change of architect or engineer (for all permit types) a fee as  
291 specified in appendix A shall be paid. The original permit holder is not entitled to  
292 any refund.
- 293 (6) A fee as specified in appendix A shall be paid by the permit holder who submits  
294 a written request for a permit extension as authorized under Section 104.5.1.4 of  
295 the Florida Building Code.
- 296 (7) Where the permit is revoked, or becomes null and void, or expires because of  
297 lack of work or abandonment, a new permit covering the proposed construction  
298 shall be obtained before proceeding with the work, pursuant to Section 105.4.1.1  
299 of the Florida Building Code. If no more than 180 days before the expiration date  
300 of the original permit has passed, and no refund has been made according to this  
301 section, the applicant may apply to renew the permit. The reapplication must be  
302 covering the same project and involving the same plans and must be submitted  
303 with the plans and the applicant's validated copy of the original permit. A fee of  
304 25 percent of the original permit fee, plus an additional processing fee equivalent  
305 to the base permit fee as specified in appendix A, shall be charged for a renewal  
306 under these circumstances. No additional fees for outside agency line items will  
307 be imposed.
- 308 For permits that have expired where the only missing component is one or more  
309 final inspections, the fee for reopening the permit, performing the final  
310 inspection(s), and providing a final approval on the permit shall be charged the  
311 base building permit fee.

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

- 312 (8) Every application submitted for permit will be evaluated and fees assessed  
 313 accordingly whether it is for a master permit a stand-alone permit or a  
 314 subcontract/trade subsidiary permit. All submittals will be assessed the fees as  
 315 prescribed in appendix A, or the base permit fee, whichever is greater.
- 316 (t) Building permit fees are as specified in appendix A. Alterations are limited to interior  
 317 work without adding to square footage of structure/building; window change out with  
 318 no new openings; roofing repair/replace; and driveway/approach.
- 319 (u) Plumbing permit fees are as specified in appendix A.
- 320 (v) Electrical permit fees are as specified in appendix A.
- 321 (w) Mechanical permit fees are as specified in appendix A.
- 322 (x) *Certificate of occupancy or completion.* To obtain temporary, or final occupancy or  
 323 completion as required by the Florida Building Code, the following original fees shall  
 324 be paid for the purpose of defraying the costs of processing the certificate, including  
 325 any necessary inspections.
- 326 (1) *Final certificate of occupancy or completion.* Certificate of occupancy or  
 327 completion fees shall be as specified in appendix A.
- 328 (2) *Temporary certificate of occupancy or completion.* Temporary certificate of  
 329 occupancy or completion fees shall be as specified in appendix A. The certificate  
 330 of occupancy or completion is the certificate of use for that facility for the first  
 331 year of operation or part thereof.
- 332 (y) Unless waived by the Town, there shall be a fee per building as specified in appendix  
 333 A for the building recertification program, as required under Miami-Dade County  
 334 Code Chapter 8, Section 8-11(f) and as said section may be amended from time to  
 335 time. A six-month extension for building recertification may be granted by the building  
 336 official. An extension fee as specified in appendix A shall be assessed.
- 337 (z) If a building has not been recertified in the time limitation established by the county  
 338 code section referred to in subsection (y), a late compliance fee as specified in  
 339 appendix A shall be paid in addition to the regular recertification fee. This fee shall  
 340 also apply if the building is declared unsafe and posted and the time limitation for  
 341 the requirement of a new inspection and report does not apply. However, if the  
 342 building has an open permit for complete alteration and remodeling, and the building  
 343 is not currently occupied, the late fee will be waived if the recertification report is  
 344 included at the time of the application for the certificate of occupancy or completion.
- 345 (aa) When the building recertification process has not been completed for a particular  
 346 building within the maximum time limitations established by the county code, a  
 347 notice of violation shall be issued. If the process is not completed within 45 days

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348 of the notice of violation date, the building shall be declared unsafe and vacated  
349 at owner's expense. The building shall remain secured while vacant. If the  
350 recertification is not complete within 90 days of the date when the building was  
351 declared unsafe a new inspection report with a new fee as specified in appendix  
352 A shall be processed before the building can be declared safe for occupancy.

353 (bb) Courtesy notices to building owners will be provided to building owners at least  
354 one year prior to the anniversary date of their recertification as well as providing  
355 an additional courtesy notice at least six months prior to the anniversary date of  
356 their recertification; and a final notice 90 days prior to the anniversary dated of  
357 their recertification due date. The failure to provide the courtesy notices does not  
358 waive or release the building owner's obligation to comply with building  
359 recertification requirements, in accordance with all applicable state, county and  
360 municipal laws.

361 (cc) All building owners of buildings greater than five floors are required to submit a  
362 yearly maintenance log on all routine structural repairs must be submitted  
363 annually to the building department on a standard form provided by the building  
364 department and by no later than January 31 of each year.

365 Late and incomplete forms shall be assessed a late fee after a 30-day notice as  
366 specified in the appendix A, fee schedule. The failure of the building owner to  
367 timely submit a yearly maintenance log does not relieve or alter a property  
368 owner's obligation to maintain its property in accordance with all applicable state,  
369 county and municipal laws. Building owners of buildings less than five floors are  
370 not required to submit a yearly maintenance log on all routine structural repairs.

371 (dd) *Employee training, education, safety and technology enhancements.* A  
372 surcharge to building, electrical, mechanical, plumbing and demolition permits  
373 will be added for training, education and safety of the building department  
374 employees and contractors, and to procure and implement the latest  
375 technologies available for enhancement of services provided by the department,  
376 according to the schedule specified in appendix A.

377 (ee) *Fees collected by the building department for other departments or agencies.*  
378 Specific amounts are given in appendix A.

379 (1) A Department of Business and Professional Regulation/Florida Building  
380 Commission surcharge will be added to all permit fees associated with  
381 enforcement of the Florida Building Code for the Professional Regulation Trust  
382 Fund as per F.S. § 553.721. This amount is nonrefundable.

383 (2) A surcharge will be added to building permits for the code compliance program  
384 established by Miami-Dade County. This amount is nonrefundable.

385 (3) A Department of Business and Professional Regulation/Building Code  
386 Administration and Inspectors Board surcharge will be added to all permit fees  
387 associated with enforcement of the Florida Building Code for the Building Code  
388 Administrators and Inspectors Fund as per F.S. § 468.631. This amount is  
389 nonrefundable.

390 (4) A sanitation surcharge shall be charged for all building, electrical, plumbing, and  
391 mechanical and demolition permits, as set forth in appendix A.

392 (5) A separate fire safety, public works and/or zoning review fee associated with the  
393 building permit process shall be charged as set forth in appendix A.

394 (ff) *Temporary structure.* Notwithstanding any provision of this Section, a temporary  
395 structure used as construction offices shall be permitted in conjunction with the  
396 construction of a building for which a valid building permit has been issued, subject  
397 to the following:

398 (1) The use of the temporary structure shall relate directly to the building for which a  
399 valid building permit has been issued.

400 (2) The temporary structure shall be located on the same lot as the building to which  
401 it relates or on a lot within 400 feet of the lot to which it relates.

402 (3) The temporary structure shall be permitted only after issuance of a building  
403 permit for the building to which the temporary structure relates, and such  
404 temporary structure shall be removed prior to issuance of a certificate of  
405 occupancy for such building, or within 30 days after the building permit for such  
406 building expires, whichever comes first.

407 (gg) *Interest and other charges.* The Town is authorized to charge interest to any  
408 amount due when not paid by the due date. The interest rate shall be at the highest  
409 legal limit authorized by law, plus collection costs and attorneys' fees.

410 Requests for copies of building department records, inspection reports, logs, or  
411 similar documents maintained by the Town and/or its building department will be  
412 charged as specified in appendix A.

413 **Section 3. Severability.** If any section, sentence, clause or phrase of this  
414 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,  
415 then said holding shall in no way affect the validity of the remaining portions of this  
416 Ordinance.

417 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission,  
418 and it is hereby ordained that the provisions of this Ordinance shall become and made a  
419 part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may

420 be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may  
421 be changed to "Section" or other appropriate word.

422 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of  
423 ordinances or resolutions in conflict herewith are hereby repealed.

424 **Section 6. Effective Date.** This ordinance shall become effective upon adoption  
425 on second reading.

426 **PASSED** on first reading on the \_\_\_\_ day of \_\_\_\_\_, 2024.

427 **PASSED AND ADOPTED** on second reading on the \_\_\_\_ day of \_\_\_\_\_, 2024.

429 **First Reading:**

430 Motion by: \_\_\_\_\_

431 Second by: \_\_\_\_\_

432

433

434 **Second Reading:**

435 Motion by: \_\_\_\_\_

436 Second by: \_\_\_\_\_

437

438

439 **FINAL VOTE ON ADOPTION**

440

441 Commissioner Gerardo Vildostegui \_\_\_\_\_

442 Commissioner Ruben A. Coto \_\_\_\_\_

443 Commissioner Nelly Velasquez \_\_\_\_\_

444 Vice Mayor Tina Paul \_\_\_\_\_

445 Mayor Charles W. Burkett \_\_\_\_\_

446

447

448 \_\_\_\_\_  
Charles W. Burkett, Mayor

449 **ATTEST:**

450

451

452 \_\_\_\_\_

453 Sandra N. McCready, MMC

454 Town Clerk

455

456 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**  
457 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

458

459

460 \_\_\_\_\_

461 Mark Blumstein, Esq.

462 Interim Town Attorney

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TOWN OF SURFSIDE

# BUILDING DEPARTMENT

## **2024 FEE GUIDE**

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# Building Department

## Fee Guide

Effective August 13, 2024

### **ORDINANCE 2024-** **APPENDIX A**

**BUILDING DEPARTMENT MISSION:** We are dedicated to serving the public by the efficient and effective supervision of construction, business, professional and personal activities to safeguard the public health, safety and general welfare of the Town's residents and visitors by enforcing the Florida Building Code and the Town Code of Ordinances.

The Town of Surfside Building Department seeks to provide the very best service to our customers and for our residents and citizens as reflected in our mission statement.

The Town of Surfside is guided by the Florida Building Code, and building permits are required for any construction work conducted in the Town. All building permits must be processed through the Town of Surfside Building Department. The permitting process begins with the review of plans and may end with a Final Approved Inspection, a Certificate of Occupancy, or a Certificate of Completion.



# Fee Schedule

This fee guide is pursuant to the Code of the Town of Surfside: Subpart A- General Ordinances / Chapter 14 – Buildings and Building Regulations / Article II – Building Code / Section 14-29 – Permit Fees; and Chapter 90 - Zoning review fees associated with the building permit process.

\*Disclaimer: This guide was created by the Building Department to assist the public to get a complete sense of the fees associated with the building development process; however, there are some fees that are not Building Department fees but are for processes and other reviews as required by other Town Ordinances such as Planning & Zoning, Parking, and Public Works. While those processes and fees are included in your Building permit, all fees are subject to change and should be confirmed with the respective department.

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**Section 1 – All Permits**

All permits are assessed the following fees:

Description	Fee	Ordinance number
Up-front processing fee: Percent of estimated permit fee or the base fee, whichever is greater		
Percent of estimated permit fee	20%	14-29(r)
<b>Surcharges from the State and County cannot be waived. Even if the permit fee is waived, the surcharges cannot be waived.</b>		
Employee training, education, safety, and technology procurement and implementation for service enhancement surcharge is 6% of each building permit fee.	6% of every building permit fee	14-29(dd)
Pursuant to Florida Statutes § 553.721, in order for the department of business and professional regulation to administer the Florida Building Code, there is created a surcharge to be assessed at the rate of 1.0 percent of the permit fee associated with enforcement of the Florida Building Code. The minimum amount collected on any permit issued shall be \$2.00.	1% of the permit fee for enforcement of Florida Bldg. Code.	14-29(ee)(1)
Pursuant to Florida Statutes § 468.631, the building code administrator's and inspector's fund shall be funded through a surcharge to be assessed at the rate of 1.5 percent of all permit fees associated with enforcement of the Florida Building Code. The minimum amount collected on any permit issued shall be \$2.00.	1.5% of permit fee for enforcement of Florida Bldg. Code	14-29(ee)(3)
Pursuant to Miami-Dade County Code Section 8-12(e), a surcharge to building permits for County code compliance program, per \$1,000 of work valuation.	\$0.60	14-29(ee)(2)
<b>Sanitation fees</b>		
Sanitation surcharge for all building, electrical, plumbing, mechanical, demolition permits, 0.30% of estimated cost of project:	0.30% of job value	14-29(ee)(4)
<input type="checkbox"/> Minimum	\$15.00	
<input type="checkbox"/> Maximum	\$1,530.00	
<b>Other fees</b>		
A separate fire safety, public works and/or zoning review fee associated with the building permit process shall be charged as outlined in this guide, where applicable. See department fee sections.		14-29(ee)(5)
Interest and collection fees shall be charged for unpaid amounts (fees) due.		14-29(gg)
<b>Documents.</b> Requests for copies of building department records, inspection reports, logs, or similar documents maintained by the building department will be charged a fee as specified in subsection 14-61(d) of this guide.		14-29(gg)
<b>Construction Parking Plan</b>		
Pursuant to Town Code Sec. 14-28, an applicant for a building permit shall be required to provide parking on site for those assisting with the subject improvements subject to a construction parking plan (CPP) and pay the CPP permit fee.	\$144.00	14-28(c)

**Section 2 – Building Permit Fees**

Description	Base Fee	Ordinance number
<b>Permit Fees for Building Permits – Zoning Districts (H30C/H40/H120/SD-B40)</b>		
New Construction Permit Fee	\$275.00	14-29(a)
Alterations Permit Fee	\$150.00	
Permit fee for a building whose estimated construction cost is equal to or less than \$50 million is the base fee + 2.5% of the cost of construction, plus 2.0% of the construction cost for the amount over \$50 million up to and including \$100 million, plus 1.5% of the construction cost for the amount over \$100 million, as approved by the building official or his or her designee. The cost of construction is calculated at no less than \$700/sq. ft., except for detached, single family to be calculated at no less than \$300/sq. ft.		
Following a declared emergency, fees for minor repairs under a total value of \$20,000, the above fee shall be reduced by 100% for the following period: Three months from the termination of the declared emergency to pull permit. This does not apply to any permits needed for railing repairs and all repairs must be of a substantially similar design, quality, and appearance.		
<b>Phase Permits</b>		
New Construction	\$6,071.00	14-29(n)
Alteration	\$4,856.00	
<b>Planning Fees Associated with the Building Permit Process</b>		
Planning review fee for a commercial building permit shall be assessed at .75% of the cost of construction. Minimum Planning permit fee is \$75.00		14-29(a)
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable		14-29(dd)
<b>Fire Department Fees Associated with the Building Permit Process</b>		
*Excluding Flooring, Demolition, Fence, Driveway/Approach, and Deck/Pavers		
Per Miami-Dade County Fire Prevention Fee Schedule effective October 1, 2023 (Implementing Order No. 04-123), as amended. Minimum Fire permit fee is \$75.00		14-29(ee)(5)
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable		14-29(dd)
<b>Public Works Department Fees Associated with the Building Permit Process</b>		
These sub-types are assessed these fees: New Construction, Marine, or Driveway/Approach		
Public Works review fee shall be assessed at .75% of the cost of construction. Minimum Public Works permit fee is \$75.00		14-29(ee)(5)
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable		14-29(dd)

<b>Permit Fees for Building Permits – Zoning Districts (H30A/H30B)</b>		
<u>Description</u>	<u>Base Fee</u>	<u>Ordinance number</u>
New Construction Permit Fee	\$150.00	14-29(1)(a)
Alteration Permit Fee	\$125.00	14-29(5)
Permit fee for alterations is base fee + 2.5% where estimated construction cost is equal to or less than \$200,000.00. Otherwise, permit fee is same as new construction as follows: Permit fee for a structure whose estimated construction cost is up to and including \$5 million is the base fee + 2.5% of the cost of construction, plus 1.5% of the construction cost for the amount over \$5 million, as determined and approved by the building official or his/her designee. The cost of construction is calculated at no less than \$300/sq. ft. for detached, single-family.		
Following a declared emergency, fees for minor repairs under a total value of \$20,000, the above fee shall be reduced by 100% for the following period: Three months from the termination of the declared emergency to pull permit. This does not apply to any permits needed for railing repairs and all repairs must be of a substantially similar design, quality, and appearance.		
<b>Phase Permits</b>	\$4,000.00	14-29(n)
<b>Planning Department Fees Associated with the Building Permit Process</b>		
Planning review fee for a building permit shall be assessed at .75% of the cost of construction Minimum Planning permit fee is \$75.00		14-29(a)
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable		14-29(dd)
<b>Planning Residential Major Revisions.</b> Revised Plan Review fee shall be assessed at an additional .50% of the cost of construction		14-29(e)
<b>Public Works Department Fees Associated with the Building Permit Process</b>		
Following sub-types are assessed these fees: New Construction / Marine / Driveway/Approach		
Public Works review fee shall be assessed at .50% of the cost of construction. Minimum Public Works permit fee is \$75.00		14-29(ee)(5)
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable		14-29(dd)

**Section 3 - Electrical Permit Fees**

<u>Description</u>	<u>Base Fee</u>	<u>Ordinance number</u>
<b>Permit Fees for Electrical Permits – Zoning Districts (H30C/H40/H120/SD-B40)</b>		
Base electrical permit fee.	\$275.00	14-29(v)
Permit fee for a building whose estimated construction cost is equal to or less than \$50 million is the base fee + 2.5% of the cost of construction, plus 2.0% of the construction cost for the amount over \$50 million up to and including \$100 million, plus 1.5% of the construction cost for the amount over \$100 million, as approved by the building official or his or her designee. The cost of construction is calculated at no less than \$700/sq. ft., except for detached, single family to be calculated at no less than \$300/sq. ft.		
<b>Fire Department Fees Associated with the Building Permit Process</b>		
Per Miami-Dade County Fire Prevention Fee Schedule effective October 1, 2023 (Implementing Order No. 04-123), as amended. Minimum Permit Fee for Fire permit is \$75.00		
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable		14-29(dd)
<b>Permit Fees for Electrical Permits – Zoning Districts (H30A/H30B)</b>		
Base electrical permit fee	\$150.00	14-29(v)
Permit fee for alterations is base fee + 2.5% where estimated construction cost is equal to or less than \$200,000.00. Otherwise, permit fee is same as new construction as follows: Permit fee for a structure whose estimated construction cost is up to and including \$5 million is the base fee + 2.5% of the cost of construction, plus 1.5% of the construction cost for the amount over \$5 million, as determined and approved by the building official or his/her designee. The cost of construction is calculated at no less than \$300/sq. ft. for detached, single-family.		

**Section 4 - Mechanical Permit Fees**

<u>Description</u>	<u>Base Fee</u>	<u>Ordinance number</u>
<b><u>Permit Fees for Mechanical Permits – Zoning Districts (H30C/H40/H120/SD-B40)</u></b>		
Base mechanical permit fee.	\$275.00	14-29(w)
Permit fee for a building whose estimated construction cost is equal to or less than \$50 million is the base fee + 2.5% of the cost of construction, plus 2.0% of the construction cost for the amount over \$50 million up to and including \$100 million, plus 1.5% of the construction cost for the amount over \$100 million, as approved by the building official or his or her designee. The cost of construction is calculated at no less than \$700/sq. ft., except for detached, single family to be calculated at no less than \$300/sq. ft.		
<b><u>Planning Department Fees Associated with the Mechanical Building Permit Process</u></b>		
Planning review fee shall be assessed at .75% of the cost of construction. Minimum Permit Fee for Planning permit is \$75.00		14-29(w)
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable		14-29(dd)
<b><u>Fire Department Fees Associated with the Mechanical Building Permit Process</u></b>		
Per Miami-Dade County Fire Prevention Fee Schedule effective October 1, 2023 (Implementing Order No. 04-123), as amended. Minimum Permit Fee for Fire permit is \$75.00		
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable		14-29(dd)
<b><u>Permit Fees for Mechanical Permits – Zoning Districts (H30A/H30B)</u></b>		
Base mechanical permit fee	\$150.00	14-29(w)
Permit fee for alterations is base fee + 2.5% where estimated construction cost is equal to or less than \$200,000.00. Otherwise, permit fee is same as new construction as follows: Permit fee for a structure whose estimated construction cost is up to and including \$5 million is the base fee + 2.5% of the cost of construction, plus 1.5% of the construction cost for the amount over \$5 million, as determined and approved by the building official or his/her designee. The cost of construction is calculated at no less than \$300/sq. ft. for detached, single-family.		
<b><u>Planning Department Fees Associated with the Mechanical Building Permit Process</u></b>		
Planning review fee shall be assessed at .75% of the cost of construction. Minimum Permit Fee for Planning permit is \$75.00		
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable		14-29(dd)
Boilers and pressure vessels (as defined in the ASME Boiler and Pressure Vessel Code) - Installation permit fees, including initial inspections and certificate; does not include installation or connection of fuel and water lines.		
Annual Inspection for Boilers	\$318.00	

**Section 5 - Plumbing Permit Fees**

<u>Description</u>	<u>Base Fee</u>	<u>Ordinance number</u>
<b><u>Permit Fees for Mechanical Permits – Zoning Districts (H30C / H40 / H120 / SD-B40)</u></b>		
Base plumbing permit fee.	\$275.00	14-29(u)
Permit fee for a building whose estimated construction cost is equal to or less than \$50 million is the base fee + 2.5% of the cost of construction, plus 2.0% of the construction cost for the amount over \$50 million up to and including \$100 million, plus 1.5% of the construction cost for the amount over \$100 million, as approved by the building official or his or her designee. The cost of construction is calculated at no less than \$700/sq. ft., except for detached, single family to be calculated at no less than \$300/sq. ft.		
<b><u>Fire Department Fees Associated with the Plumbing Building Permit Process</u></b>		
Per Miami-Dade County Fire Prevention Fee Schedule effective October 1, 2023 (Implementing Order No. 04-123), as amended. Minimum Permit Fee for Fire permit is \$75.00.		
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable		14-29(dd)
<b><u>Permit Fees for Plumbing Permits – Zoning Districts (H30A / H30B)</u></b>		
Base plumbing permit fee	\$150.00	14-29(u)
Permit fee for alterations is base fee + 2.5% where estimated construction cost is equal to or less than \$200,000.00. Otherwise, permit fee is same as new construction as follows: Permit fee for a structure whose estimated construction cost is up to and including \$5 million is the base fee + 2.5% of the cost of construction, plus 1.5% of the construction cost for the amount over \$5 million, as determined and approved by the building official or his/her designee. The cost of construction is calculated at no less than \$300/sq. ft. for detached, single-family.		

**Section 6 – Temporary and Special Event Permit Fees**

<u>Description</u>	<u>Base Fee</u>	<u>Ordinance number</u>
Temporary Platforms for public assembly, first approval	\$184.00	14-29(ff)
Temporary Bleachers for public assembly, first approval	\$184.00	
Temporary Platforms or Bleachers for public assembly, re-approval	\$124.00	
Tents – excluding electric and plumbing, per tent:		
<input type="checkbox"/> Up to 1,000 square feet per tent	\$184.00	
<input type="checkbox"/> Per tent/Each additional 1,000 square feet over 1,000	\$62.00	
Temporary Structure /Trusses/statues (no electrical or plumbing included)	\$184.00	
Temporary Chiller	\$608.00	
Temporary Generator	\$608.00	
Construction Trailer, per trailer [Base Fee + 2.3% of value/cost (L+M)]	\$608.00	
Office Trailer, per trailer [Base Fee + 2.3% of value/cost (L+M)]	\$608.00	
Temporary Power for Construction	\$366.00	
Temporary Power for Test	\$244.00	
Temporary Multi-seat Toilet Trailer, per trailer	\$124.00	
Temporary Individual Toilet, per event	\$62.00	
Temporary Fencing [Base Fee + 2.3% of value/cost (L+M)]	\$184.00	
Electrical Installation – Small events (1-10 tents, bleachers, stages, and other structures)	\$305.00	
Electrical Installation – Large events (more than 10 tents, bleachers, stages, and other structures)	\$608.00	
Mechanical Installation – Small events (1-10 tents, bleachers, stages, and other structures)	\$305.00	
Mechanical Installation – Large events (more than 10 tents, bleachers, stages, and other structures)	\$608.00	
Plumbing Installation – Small events (1-10 tents, bleachers, stages, and other structures)	\$305.00	
Plumbing Installation – Large events (more than 10 tents, bleachers, stages, and other structures)	\$608.00	

**Section 7 - Private Provider**

<p>When a property owner uses the services of a licensed private company for plan review and inspections services (Private Provider), the fee will be assessed as a regular building permit with a discount of 40% of the original building permit fee. If only the inspections are done by the Private Provider, then the fee will be assessed as a regular building permit with a discount of 20% of the original building permit fee. The use of a Private Provider for plan review only is not permissible.</p>		
Private provider used for plan review and inspections services	40% off building permit fee only	14-29(o)
Private provider used for just inspections services	20% off building permit fee only	14-29(o)



**Section 8 - Certificate of Occupancy & Completion Fees**

<u>Description</u>	<u>Fee</u>	<u>Ordinance number</u>
<b>Certificate of Occupancy</b>		
Residential Units H30A and H30B, per Unit	\$400.00	14-29(x)
All occupancies except H30A and H30B residential units per square foot	\$0.07	
Minimum fee for certificates of occupancy except H30A and H30B	\$400.00	
When a temporary certificate of occupancy or completion has been issued and the fee has been paid, the fee for a final certificate of occupancy or completion is \$100	\$100.00	
<b>Temporary Certificate of Occupancy or Completion</b>		
100% of final certificate of occupancy or completion and letter of final completion fee plus the cost of any additional required inspections. Additional required inspections will be charged based on actual time spent on inspection	\$400.00	14-29(x)
Extension of temporary certificate of occupancy or completion, per period as set by the Building Official. Percent of final certificate of occupancy or completion fee:	100%	14-29(x)

**Section 9 - Miscellaneous Fees**

<u>Description</u>	<u>Fee</u>	<u>Ordinance number</u>
<b>Change of Contractor</b>	\$124.00	14-29(4)
<b>Change of Architect or Engineer</b>	\$124.00	14-29(5)
<b>Expedited Plan Review and Inspection fee</b> - Upon request from the applicant, the Department may schedule an expedited plan review by Department staff.	\$305.00/ review or inspection requested	14-29(i)
<b><u>Building Recertification</u></b>		
Recertification - per building	Waived	14-29(y)
Building Official approval of 6-month extension for building recertification	\$1,000.00	14-29(z)
New inspection report fee if recertification not completed within 90 days of building's being declared unsafe	\$1,500.00	14-29(aa)
Untimely Annual Maintenance Log Submission (After Notice + 30 days)	\$100/day	14-29 (cc)

<b>Records Requests / Lost plans and permit card fee:</b>		
Lost permit card, Fee per required signature	\$100.00	14-29(f)
The cost per page reproduced:		14-29(gg)
Letter (8 ½ x 11), Legal (8 ½ x 14), single-sided, per page	\$0.25	14-29(gg)
Letter (8½ x 11), double-sided, per page	\$0.50	14-29(gg)
Ledger (11 x 17)	\$1.00	14-29(gg)
Documents on Compact Discs (CDs) / Flash Drive	\$10.00	14-29(gg)

Certified documents (letter or legal)	\$1.00/page	14-29(gg)
Notary Fee	\$25.00	14-29(a)
Reproduction of documents beyond legal	Town cost	14-29(gg)
Additional cost of labor will be charged if the nature or volume of the records request exceeds half an hour. An estimate will be provided to the requestor for approval and payment prior to the commencement of work.		Town procedure
<b>Inspection Fees</b>		
Initial Inspection	\$0.00	14-29(g)
<b>Re-inspection Fee</b>		
In compliance with F.S. 553.80(2)(c), any inspection after initial inspection, shall be charged a fee of four times the amount of the fee imposed for the initial inspection or first reinspection, whichever is greater, for each such subsequent inspection.	\$104.00	14-29(c)
<b>Expedited Inspection Fee</b>	\$305.00 for each inspection requested	14-29(i)
<b>Extension of permits</b>		
One-time request for building permit extension (permit must not be expired)	\$124.00	14-29(s)
Additional request for building permit extension (permit must not be expired): 50% of building permit fee line item only.	50% of the building permit fee line only	14-29(s)
<b>Renewal of expired permits</b>		
New or renewed permits for expired, revoked, and nullified or voided permits.  A fee of 25 percent of the original permit fee, plus an additional processing fee equivalent to the minimum permit fee of the permit type being renewed, shall be charged for a renewal under these circumstances. No additional fees for outside agency line items will be imposed.  Issued permits with no activity for 180 days, will be assess the same fees listed in this section.	25% of original permit fee plus a processing fee equivalent to the minimum permit fee	14-29(s)
For permits that have expired where the only missing component is one or more final inspections, the fee for reopening the permit, performing the final inspection(s), and providing a final approval on the permit shall be charged based on the minimum building permit fee.	Minimum building permit fee	14-29(s)

<b>Plans Re-review fee</b>		
First and second re-review	\$0.00	14-29(h)
Plans re-review fee. Pursuant to the Florida Building Commission, and in compliance with F.S. § 553.80(2)(b), when extra plans reviews are due to the failure to correct code rejections specifically and continuously noted in each rejection, each time after the third such review that plans are rejected for the same code rejections, a fee of \$255.00 per discipline shall be attributed to plans review	\$350.00	14-29(h)
<b>Administrative processing fee for all supplementary processes and permits or work not identified in this guide.</b>	\$62.00	
<b>Revised plans, Shop Drawings, and “As-Built” processing fees</b>		
Zoning Districts H30C/H40/H120/SD-B40 minor revisions: 1 to 5 pages	\$244.00	14-29(e)
Zoning Districts H30C/H40/H120/SD-B40 minor revisions: 6 to 35 pages	\$627.00	
Zoning Districts H30C/H40/H120/SD-B40 major revisions: over 35 pages	\$26.00/page	
Zoning Districts H30C/H40/H120/SD-B40 total revision as determined by the Building Official (e.g., over 50 pages)	50% of Permit Fee	
Zoning Districts H30A/H30B minor revision: 1 to 5 pages	\$124.00	
Zoning Districts H30A/H30B minor revision: 6 to 15 pages	\$253.00	
Zoning Districts H30A/H30B major revision: over 15 pages	\$26.00/page	
Zoning Districts H30A/H30B total revision as determined by the Building Official (over 25 pages).	50% of Permit Fee	
<b>Starting work without a permit</b>		
<b>Double fees for starting work prior to issuance of permit, plus the following penalty:</b>		
First offense	\$500.00	14-29(b)
Second offense	\$1,000.00	14-29(b)
Subsequent offenses	\$2,000.00	14-29(b)
<b>Planning and Zoning Department Fee Schedule</b>		
Waiver of Plat / Unity of Title Letter	\$500.00	14-29(ee)
Application for Subdivision	\$1500.00	
Zoning Verification Letter	\$1,000.00	
Site Plan Approval H30C	\$7,500.00	
Site Plan Approval H40/SD-B40	\$10,000.00	
Site Plan Approval H120	\$25,000.00	
Site Plan Amendment	Same as Above	
Presentation to P&Z Board (New Construction – Detached, Single Family)	\$5,000.00	
Presentation to P&Z Board (Addition, Alteration – Detached, Single Family)	\$1,000.00	
Presentation to P&Z Board (Signs/Façade – SD-B40/H40/H30C/H120)	\$1,000.00	
Presentation to P&Z Board (Variance – Detached, Single Family)	\$5,000.00	
Presentation to P&Z Board (Variance – All Others)	\$15,000.00	

**Section 10 - Refunds**

<b>Refunds</b>	
<p>The fees charged pursuant to the schedule in appendix A of the Town Code, provided the same are for a permit required by Section 105.1 of the Florida Building Code, may be refunded by the Building Official subject to the following:</p> <ol style="list-style-type: none"> <li>1. No refunds shall be granted on requests involving:               <ol style="list-style-type: none"> <li>a. Minimum permit fees and upfront fees</li> <li>b. Permits for which plans review has commenced or inspections performed</li> <li>c. Permits revoked by the building official under authority granted by the Florida Building Code</li> <li>d. Permits canceled by court order</li> <li>e. Permits which have expired</li> <li>f. Permits under which work has commenced as evidenced by any recorded inspection having been made by the Town, unless the refund is due to an overcharge by the Town</li> <li>g. No refund shall be provided after 90 days of the issuance of a permit.</li> </ol> </li> <li>2. A full refund shall be granted to a permit holder who takes out a permit covering work outside the jurisdictional inspection area.</li> </ol> <p>Permits under which no inspections were performed are entitled to a 50 percent refund of the building permit fee line item only if requested within 90 days of permit issuance. No refund shall be provided after the 90 days expires.</p> <p><b><u>IMPORTANT:</u></b> The Town is not responsible for permits pulled in error. It is the Applicant’s responsibility to manage all features and subs accordingly. Permits applied for online under the incorrect category, that had to be recreated and have been repaid are subject to a cancellation fee that will be deducted from the total refund amount on the incorrect permit.</p>	<p>14-29(s)</p>
<p>* Indicates Annual CPI (Consumer Price Index) Adjustment.</p>	
<p><a href="#">Municode</a></p>	
<p><a href="#">Appendix A-Fee Schedule</a></p>	





TOWN OF SURFSIDE  
BUILDING DEPARTMENT  
9293 Harding Avenue  
Surfside, FL 33154  
(305) 777-2184  
[www.TownofSurfsideFL.gov](http://www.TownofSurfsideFL.gov)

We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.

*To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any Town-sponsored proceeding, please contact: 305-861-4863 (voice), 305-861-1302 (fax) . TTY users may call 711 (Florida Relay Service).*



## MEMORANDUM

ITEM NO. 2B.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Mark Blumstein, Interim Town Attorney  
**Date:** July 23, 2024  
**Subject:** Ordinance Amending Section 90-73 "Monument Signs" of Town Code

Approve the Amended Ordinance exempting Town signs from Monument Signs of Town Sign Code.

Exempting signs placed by or erected by the Town.

[Ordinance - Amending Sec 90-73 Monument Signs - July 23 2024.docx](#)

ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 90-73 OF ARTICLE VI. – “SIGNS”, CHAPTER 90 OF THE TOWN CODE, TO AMEND MONUMENT SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town of Surfside (the “Town”) repealed and replaced its Sign Ordinance by Ordinance 2014-1624 (“Town of Surfside Sign Code”); and

**WHEREAS**, the Town has set forth limitations pertaining to Monument Signs pursuant to Section 90-73 of the Town of Surfside Sign Code; and

**WHEREAS**, the Town Commission desires to exempt the Town from regulations pertaining to Monument Signs and otherwise limit their size for all others; and

**WHEREAS**, to achieve the Town’s objectives, the Town Commission seeks to amend Section 90-73 to exempt the Town from complying with the Town of Surfside Sign Code as it pertains to Monument Signs; and

**WHEREAS**, the Town Commission finds that amending the foregoing Section of the Town of Surfside Sign Code is in the best interest and welfare of the Town.

**NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE HEREBY ORDAINS:**

**Section 1.**       **Recitals Adopted.** The above-stated recitals are hereby adopted and confirmed.

**Section 2.**       **Town Code Amended.** The Code of Ordinances of the Town of Surfside, Florida is hereby amended by amending Section 90-73(b)(3)b., “Monument Signs”, as follows:

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

Chapter 90 – Zoning

\*\*\*

Article VI. – Signs

\*\*\*

\* \* \*

Sec. 90-73. – Permanent signs by district.

\*\*\*

(b) *H30, H40, MU and H120 zoning districts.*

\*\*\*

(3) *Permitted signs.*

\*\*\*

b. *Monument sign.* One monument sign shall be permitted per street frontage. Except for signs placed by or erected by the Town, ~~the~~ maximum sign area shall not exceed 25 ~~30~~ square feet. The maximum height shall not exceed five ~~six~~ feet from the ground. Signs shall maintain a five-foot setback from all property lines and no portion shall be permitted to project within this five-foot setback area. Signs are required to be landscaped at the base. Signs may be internally or externally illuminated.

\*\*\*

**Section 3.** **Severability.** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**Section 4.** **Inclusion in the Code.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

**Section 5.** **Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double strikethrough~~ and double underline.



87 **Section 6. Effective Date.** That this Ordinance shall become effective upon  
88 adoption.

89  
90 **PASSED AND ADOPTED** on first reading this \_\_\_\_ day of \_\_\_\_, 2024.

91  
92 **PASSED AND ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2024.

93  
94 **First Reading:** **Second Reading:**  
95 Motion by: \_\_\_\_\_ Motion by: \_\_\_\_\_  
96 Second by: \_\_\_\_\_ Second by: \_\_\_\_\_  
97

98 **FINAL VOTE ON ADOPTION**  
99 Commissioner Ruben A. Coto \_\_\_\_\_  
100 Commissioner Nelly Velasquez \_\_\_\_\_  
101 Commissioner Gerardo Vildostegui \_\_\_\_\_  
102 Vice Mayor Tina Paul \_\_\_\_\_  
103 Mayor Charles W. Burkett \_\_\_\_\_  
104

105 \_\_\_\_\_  
106 Charles W. Burkett, Mayor

107 Attest:  
108  
109 \_\_\_\_\_  
110 Sandra McCready, MMC  
111 Town Clerk  
112

113 Approved as to Form and Legal Sufficiency:  
114  
115  
116 \_\_\_\_\_  
117 Mark Blumstein, Interim Town Attorney  
118

119  
120  
121  
122

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted double strikethrough** and double underline.



## MEMORANDUM

ITEM NO. 3A.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Mark Blumstein, Interim Town Attorney  
**Date:** July 23, 2024  
**Subject:** **Approval of Town Manager Agreement**

---

Recommend Approval of Town Manager Agreement

The subject Resolution and attached Agreement seeks to engage a new Town Manager subject to the terms and conditions of the Agreement, which has been approved and accepted by the incoming Town Manager. It provides for an initial annual salary of \$200,000 subject to increase to \$225,000 after 90 days of employment with no severance for the first 90 days.

[Reso - Town Manager - July 23 2024.docx](#)

[Town Manager Agreement - Jankowski - Final.docx](#)

RESOLUTION NO. 2024-\_\_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE EMPLOYMENT AGREEMENT OF PETER JANKOWSKI AS TOWN MANAGER PURSUANT TO THE EMPLOYMENT AGREEMENT ATTACHED HERETO AS EXHIBIT “A”; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission of the Town of Surfside (Town”) voted at its Special Meeting on July 8, 2024, to appoint Peter Jankowski to the position of Town Manager;

**WHEREAS**, the Town Commission now desires to formalize the terms and conditions of her employment as Town Manager in accordance with the Employment Agreement attached hereto as Exhibit “A”;

**WHEREAS**, the Employment Agreement attached hereto as Exhibit “A” has been executed by Peter Jankowski, demonstrating his acceptance of the terms and conditions by which he will serve the Town as its Town Manager.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Approval of Employment Agreement.** The Employment Agreement between Peter Jankowski and the Town attached hereto as Exhibit “A” is hereby approved.

**Section 3. Implementation of Contract.** The Mayor is hereby authorized to take any and all necessary or further action to execute and implement said Employment Agreement.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption and as set forth in the Employment Agreement.

PASSED AND ADOPTED this 23rd day of July, 2024.

Motion by \_\_\_\_\_.

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

Commissioner Ruben Coto	_____
Commissioner Nelly Velasquez	_____
Commissioner Gerardo Vildostegui	_____
Vice Mayor Tina Paul	_____
Mayor Charles W. Burkett	_____

\_\_\_\_\_  
Charles W. Burkett  
Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra N. McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Mark Blumstein  
Interim Town Attorney

**EMPLOYMENT AGREEMENT**  
**TOWN MANAGER**

This Employment Agreement (“Agreement”) is made and entered into 23 July 2024, between the Town of Surfside, a Florida municipal corporation (the “Town”) and Peter Jankowski (“Jankowski” or “Town Manager”).

**RECITALS**

**WHEREAS**, Section 34 of the Town Charter (the “Charter”) requires that there shall be a Town Manager who is the Chief Administrative Officer of the Town; and

**WHEREAS**, Jankowski was appointed as Town Manager by the Town Commission at its July 8, 2024 Special Commission Meeting; and

**WHEREAS**, Jankowski represents that he has the expertise and skills to serve as Town Manager; and

**WHEREAS**, the Town desires to employ the services of Jankowski as Town Manager and Jankowski wishes to accept such employment; and

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

**Section 1. Recitals.**

The above and foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2. Duties.**

2.1 The Town Manager shall have all powers and perform all duties and responsibilities required by this Agreement and prescribed in the Charter and applicable sections of the Town Code.

2.2. The Town Manager shall also perform such other duties and carry out such policy directives as determined by the Town Commission from time to time.

2.3. The Town Manager shall provide the Town Commission with a monthly report, which shall include a list of directives from the Town Commission and the status of achievement of the same. The report shall be included in the monthly Commission Agenda Package.

24 The Town Manager shall attend all Commission meetings unless excused by the Commission, he shall also attend the Town's Planning & Zoning Board meetings, Tourist Board meetings and Pension Board meetings. In addition, he shall attend other standing and ad hoc committee meetings and other meetings as appropriate to fulfill his duties as Town Manager unless he has scheduled conflicts that preclude his attendance. The Town Manager may assign a designee to attend certain meetings, if he is unavailable.

25 The Town Manager shall be available to confer and/or meet with the Mayor and Commissioners, as requested and as needed.

### **Section 3. Salary.**

3.1 The Town Manager shall receive an initial annual salary in the amount of **\$200,000.00** upon the Effective Date of this Agreement and passage of a Town Resolution ratifying this Agreement, payable in equal installments in accordance with the Town's existing pay periods. Upon a satisfactory Town Manager report after 90 days following the Effective Date, the Town Commission agrees to increase the Town Manager's salary to **\$225,000.00**.

3.2 For purposes of this Agreement, the Town Manager's anniversary date for his first annual performance evaluation shall be **August 19, 2024** (the "Anniversary Date").

### **Section 4. Performance Evaluations.**

4.1 The Town agrees to conduct formal performance evaluations of the Town Manager in a format acceptable to the Town Commission by **August 19, 2025**, and after twelve (12) and twenty-four (24) months of service from the Town Manager's Anniversary Date. The Town

Commission shall thereafter evaluate the performance of the Town Manager at least once annually on or before the Anniversary Date of each year. It is understood and agreed that if the Town Manager receives a positive evaluation from the Town Commission, the Town Manager may receive a salary or benefit increase, but any such increase is solely within the discretion of the Commission, approved at a public meeting.

4.2 The evaluation specified in Sections 4.1 shall be based upon: (i) the Town Manager's performance of the duties specified in Section 2; (ii) the Town Manager's achievements of the Town Commission's policy directives; and (iii) the Town Manager's progress towards completion of appropriate professional development programs.

**Section 5. Holidays.**

The Town Manager shall be entitled to all holidays recognized by the Town.

**Section 6. Annual (Vacation) Leave.**

6.1 The Town Manager shall accrue **30 business days** of annual leave per calendar year on a pro rata basis equally per pay period. The Town Manager shall submit leave slips for annual leave usage in accordance with Town policy for all other Town employees.

6.2 In all instances other than in the event of an emergency, where prior verbal or written notice and approval is not feasible, the Town Manager shall not be absent or take leave more than ten (10) consecutive business days without prior verbal or written notice to and approval of the Mayor or designee. Prior to such leave, the Town Manager shall notify the Commission of who the Acting Town Manager will be during that leave and how the Town Manager may be reached while on leave in case of an emergency.

**Section 7. Sick Leave.**

The Town Manager shall accrue 14 business days of sick leave per calendar year on a pro rata basis equally per pay period. The Town Manager shall submit leave slips for sick leave usage in accordance with Town policy for all other Town employees.

**Section 8. Retirement Plan.**

Within 14 business days of the Effective Date of this Agreement, the Town Manager shall elect either to (i) receive a **15% contribution** of his base salary into an ICMA/Mission Square retirement plan (such contribution to be made on a pro rata basis equally per pay period) or (ii) he may choose to continue to participate in the Town's Retirement Plan as codified in Chapter 2 of the Town Code, as may be amended from time to time. The Town Manager shall make such election in writing to the Town's Human Resource Director. If no such election is made, the Town Manager shall participate in the ICMA/Mission Square retirement plan as set forth above.

**Section 9. Health Insurance.**

The Town shall provide the Town Manager and his eligible dependents with insurance coverage (i.e., medical, dental and vision), at the Town's cost, in the Town's health insurance plans available to all other Town employees, upon the Effective Date of this Agreement.

**Section 10. Life Insurance.**

The Town shall provide the Town Manager with term life insurance equal to his annual salary.

**Section 11. Professional Dues and Expenses.**

11.1 The Town shall pay for all customary professional dues and subscriptions necessary for the Town Manager's participation in the ICMA/Mission Square, FCCMA and/or AICP. In addition, the Town Manager's participation in other municipal and professional organizations shall be as approved in the Town's annual budget.



11.2 The Town shall pay for the Town Manager's participation in those local civic and non-profit job-affiliated organizations that the Town Manager is authorized to participate in by the Town Commission, as approved in the Town's annual budget.

11.3 The Town shall pay reasonable non-personal job-related expenses incurred by the Town Manager as part of his duties. Such payments shall be made on a reimbursement basis, based upon the Town Manager's actual receipts and expense vouchers.

11.4 The Town shall provide the Town Manager with an automobile allowance of **\$750 per month**, upon the Effective Date of this Agreement.

**Section 12. Cellular.**

The Town shall provide the Town Manager with a cellular telephone **or** provide an allowance of **\$100 per month**.

**Section 13. Travel.**

The Town Manager is hereby approved to attend the annual FCCMA Conference or an equivalent conference at the Town's expense, provided that his attendance at this Conference does not interfere with the performance of his duties as Town Manager. In addition, the Town shall pay for the reasonable and customary registration and travel expenses of the Town Manager for meetings and professional development activities as directed or annually budgeted by the Town Commission.

**Section 14. Days.**

Any reference to days in this Agreement means calendar days unless otherwise stated.

**Section 15. Bonds.**

The Town shall pay for the cost of any bonds for the Town Manager required by Florida Law or the Town Charter.

**Section 16. Indemnification.**

The Town shall indemnify the Town Manager against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of the Town Manager's duties. This provision shall not apply to acts or omissions of the Town Manager committed while acting outside the course and scope of his employment, committed in bad faith or with malicious purpose, or committed in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

**Section 17. Term.**

The Effective Date of this Agreement shall be **August 19, 2024**, a date subsequent to the Town Commission adopting Resolution No. \_\_ approving this Agreement. The Town Manager shall serve at the pleasure of the Town Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission to terminate the services of the Town Manager at any time during a regular or special Commission meeting, subject to the provisions set forth in this Agreement.

**Section 18. Termination.**

18.1 In accordance with the Charter, the Town Manager shall serve at the pleasure of the Town Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission to terminate the services of the Town Manager at any time during a regular or special Town Commission meeting.

18.2 In the event the Town Commission terminates the Town Manager without cause, the Town Manager shall receive a lump sum severance pay equal to 12 weeks of his regular base salary at the time of termination ***only if*** employed by the Town for at least 90 days following the Effective Date of this Agreement. The Town shall also continue to pay the premium for the Town Manager's insurance for 12 weeks (calculated to the closest end of the month to the 12<sup>th</sup>

week) after 90 days following the Effective Date of this Agreement. The Town shall not provide the Town Manager with his automobile allowance, cellular telephone allowance, or any other benefit or reimbursement (except that specifically set forth in this paragraph) beyond the date of his termination. Any severance payments (excluding the continuation of his insurance benefits) shall be paid to the Town Manager in a lump sum within thirty (30) days of his termination. The severance referenced above shall not be due if termination without cause occurs during the first 90 days of employment with the Town.

18.3 Notwithstanding the provisions of Section 18.2, in the event Town Manager is terminated for misconduct, as defined in Section 443.036(29), Florida Statutes, the Town shall have no obligation to provide the Town Manager with any form of continued employment with the Town or any severance pay or payouts for unused vacation or sick leave. Misconduct includes, but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; (iv) willful neglect of duty; or (v) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees, the Miami-Dade Conflict of Interest and Code of Ethics, the Town Charter, or the Town's Conflict of Interest Ordinance.

18.4 Upon payment of the severance specified in Section 18.2, upon resignation or retirement as provided for in Section 18.5, or resignation as provided for in Section 18.6, the Town shall have no further contractual obligations to the Town Manager. Any severance payment shall constitute stipulated and liquidated damages and the maximum amount of financial liability for which the Town may be liable in the event of termination or breach of contract.

18.5 If the Town Manager voluntarily resigns his position during the Term of this Agreement, the Town Manager shall provide the Town with 60 days' advance written notice, unless the parties agree in writing to a different period. In the event of resignation by the Town

Manager under this Section, the Town Manager shall not be entitled to receive the severance package specified in Section 18.2, but the Town Manager shall receive payment for any accrued, unused vacation and sick leave calculated at the Town Manager's rate of pay in effect upon the date of resignation in accordance with Town policy for non-union civilian employees.

18.6 If the Town Manager voluntarily resigns with less than 60 days' advance written notice, the Town Commission may elect to terminate the Town Manager immediately or allow the Town Manager to continue to serve until the date specified in the Town Manager's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, the Town Manager shall not be entitled to receive any severance payment, but the Town Manager shall receive payment for any accrued, unused vacation and sick leave calculated at the Town Manager's rate of pay in effect upon the date of resignation in accordance with Town policy for non-union civilian employees.

18.7 If the Town Manager is unable to perform his duties as specified in Section 2 of this Agreement for a period of 30 consecutive days or 60 non-consecutive days during any, one-year period for any reason other than an approved Family Medical Leave Act ("FMLA") absence, the Town Commission may terminate this Agreement. If the Town Manager takes FMLA-approved leave and exceeds his statutorily-protected FMLA-approved leave in any, one-year period, the Town Commission may terminate this Agreement. In the event of the Town Manager's death, this Agreement shall be terminated.

### **Section 19. Miscellaneous Provisions.**

19.1 **Complete Agreement.** It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation

from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

192 **Amendment.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

193 **No Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

194 **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

195 **Non-Assignment.** The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Town Manager.

196 **Governing Law.** Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Miami-Dade County, Florida, or, if in Federal Court, in the Southern District of Florida.

197 **Notice.** Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery, or delivered at a Town Commission meeting. Notice shall be sent as follows:

For the Town:	Charles W. Burkett, Mayor Town of Surfside 9293 Harding Avenue Surfside, Florida 33154 (305) 861-4863 (Telephone)
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With a copy to: Mark Blumstein, Esq.  
Interim Town Attorney  
Town of Surfside  
9293 Harding  
Avenue  
Surfside, Florida 33154  
(305) 861-4863 x 225 (Telephone)

For the Town Manager: Peter Jankowski  
Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154  
(305) 861-4863 (Telephone)

**Section 20. WAIVER OF JURY TRIAL.**

BOTH THE TOWN AND THE TOWN MANAGER KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY CIVIL PROCEEDINGS THAT MAY BE INITIATED BY EITHER PARTY WITH RESPECT TO ANY TERM OR CONDITION OF THIS AGREEMENT.

[INTENTIONALLY OMITTED]



**IN WITNESS WHEREOF**, the Town, by signature of the Mayor, as authorized by the Town Commission, in accordance with Resolution No. \_\_\_\_\_ passed on \_\_\_\_ July 2024, has executed this Agreement the day and year first above written.

**TOWN OF SURFSIDE**

By: \_\_\_\_\_  
**Charles W. Burkett, Mayor**

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

**ATTEST:**

\_\_\_\_\_  
**Sandra N. McCreedy, MMC**  
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
**Mark Blumstein, Esq.**  
Interim Town Attorney

**TOWN MANAGER**

\_\_\_\_\_  
**Peter Jankowski**

Date \_\_\_\_\_



## MEMORANDUM

ITEM NO. 3B.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Mark Blumstein, Interim Town Attorney  
**Date:** July 23, 2024  
**Subject:** **Approval of Munitytics - Interim Finance Director Services Agreement**

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To Approve the Resolution and Agreement for Interim Finance Director Services

The Town's Finance Director resigned as of June 30, 2024. The Town seeks to replace its Finance Director on an interim basis with Munitytics, Inc. to provide the Town with its Professional Services, which it previously furnished to the Town back in 2018. Munitytics, Inc. and its principal, Mr. Christopher Wallace, have agreed to serve the Town as outlined in the proposed Agreement and for a cost to the Town of \$8,900.00/month.

[Reso - Munitytics - Finance Director - July 23 2024](#)

[Munitytics - Finance Dept Svcs - Proposal](#)

[Munitytics - Finance Dept Svcs-July 2024-Finall](#)

RESOLUTION NO. 2024-\_\_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MUNILYTICS, INC. FOR INTERIM FINANCE DIRECTOR SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) seeks to engage Munilytics, Inc. (“Consultant”) to provide interim Finance Director professional services for the Town’s Finance Department, including the specific services and functions set forth in the Consultant’s Proposal attached hereto as Exhibit “A” (“Services”); and

**WHEREAS**, the Services are exempt from competitive bidding pursuant to Section 3-13(2) of the Town’s Purchasing Code as professional services; and

**WHEREAS**, Consultant agrees to provide the Services pursuant to the Proposal and in accordance with the terms and conditions of the Professional Services Agreement (“Agreement”) attached hereto as Exhibit “B”; and

**WHEREAS**, the Town Commission finds that the Proposal and Agreement are in the best interest and welfare of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Approval of Employment Agreement.** The Agreement between the Town and Consultant in the form attached hereto as Exhibit “B” is hereby approved. The Town Manager is authorized to execute the Agreement on behalf of the Town,

together with such non-substantive changes as may be approved by the Town Manager and Town Attorney as to legal sufficiency.

**Section 3. Implementation.** The Town Manager is hereby authorized to take all action necessary to implement the purposes of this Resolution and the Agreement.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption and as set forth in the Agreement.

PASSED AND ADOPTED this 23rd day of July, 2024.

Motion by \_\_\_\_\_.

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

Commissioner Ruben Coto	_____
Commissioner Nelly Velasquez	_____
Commissioner Gerardo Vildostegui	_____
Vice Mayor Tina Paul	_____
Mayor Charles W. Burkett	_____

\_\_\_\_\_  
Charles W. Burkett  
Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra N. McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Mark Blumstein  
Interim Town Attorney



Tuesday, July 16, 2024

Mr. Mark Blumstein, Interim Town  
Attorney Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

Subject: Proposal for Interim Finance Director Professional

Services Dear Mr. Blumstein,

Thank you for the opportunity to once again provide the Town of Surfside with Interim Finance Director Services. We appreciate the time you and your staff spent discussing the issues facing the Town and how Munilytics can assist with your needs.

*Spec/fie Duties and Responsibilities*

Our basic services shall consist of the provision of traditional Finance Director services for the administration of the Finance Department of the Town as directed by the Town Manager. We shall perform the Scope of Services solely as an independent contractor and not as an employee of the Town. In addition to other work assigned by the Town Manager, we would be expected to perform the following functions:

1. Develop and maintain a comprehensive accounting and financial management system for the Town in accordance with generally accepted accounting principles applicable to local government units, the financial reporting requirements of the State Auditor Generals' office and the Town's Charter.
2. Plan, coordinate and develop the preparation of the Comprehensive Annual Financial Report.
3. Submit required information to apply for the Government Finance Officers Association (GF0A) Certificate of Achievement for Excellence in Financial Reporting.
4. Submit required information to apply for Government Finance Officers Association (GF0A) Distinguish Budget Presentation Award.
5. Submit required information to apply for the Public Pension Coordinating Council Award.
6. Supervise and manage the finance department, it's personnel and systems.
7. Monitor the Town's financial system to ensure that all Town personnel are following the financial management system and the methods and practices incorporated therein.

8. Report to Town Manager any deviations from the Town's financial system or from the methods and practices established thereby.
9. Manage payroll, risk management, treasury and debt management programs.
10. Gather, organize, and maintain whatever financial information may be requested or required by the Town Manager or department heads.
11. Provide and implement a method of coding allocations of revenues and expenditures.
12. Plan, develop, and coordinate preparation of the annual operating budget.
13. Identify and obtain funding for Town projects, including TRIM and Miami Dade County processes.
14. Analyze accounts and provide to the Town Manager and department heads a monthly report showing comparison of the budgeted amounts in relation to actual revenues and expenses.
15. Assist in the annual audit and act as liaison to external auditors or in performing audit functions.
16. Supervise the completion of various reports required by numerous outside agencies, including surveys, progress reports and general statistical information.
17. Work with the public.
18. Attend Commission and Pension Board meetings.
19. Assist in the recruitment and hiring of a permanent Finance Director.
20. Includes all duties customary to a municipal finance director.

#### *Our History Specific To Municipal Finance Operations*

We have served as municipal finance officials since employed as the Budget and Finance Director for the Town of Davie; as the inception contractual finance director for the City of Miami Gardens; as the interim finance director for the Town of Miami Lakes, Town of Surfside, City of El Portal, City of North Bay Village; as the contractual finance director for the Village of Bal Harbour and Town of Loxahatchee Groves, as the contractual finance officials for the City of Lauderdale Lakes, as the finance department for the City of West Park; and for various special districts. We will be glad to provide references and contact information for each of these engagements or assignments. We have previously provided to the Town of Surfside an *Evaluation of the Solid Waste Department Operations and Consideration of Alternatives*, in 2008, and served as the Interim Finance Director for the Town of Surfside from March 2018 through August 2019.

#### *Our Proposal*

We believe the best solution for the Town is to engage us on a month-to-month fixed fee basis. We would be on-site generally three days per week and would be available to you 24- 7 by phone or computer. Additionally, we would also be working as necessary from



our offices in Davie. We will require secured remote access, preferably through Microsoft's Terminal Services protocols and programs. We will attend all the Town Council and Pension Board meetings that are scheduled, except any that occur on the first or third Wednesday of each month, owing to existing commitments. When necessary, we will bring on at our own expense additional personnel to assist with whatever duties we may find necessary to meet your expectations.

This proposal does not include any work necessary for publicly offered debt issues, special assessment methodologies, impact or permit fee studies, management analyses and studies, rate studies, or other extraordinary efforts that are not routinely incurred in the Town's ordinary course of business. If requested, we would be happy to provide supplementary proposals for such efforts. Our monthly fixed fee for this option is \$8,900.00. The fee includes all our routine expenses and travel costs. Our hourly fee for finance director work outside the scope of services, which would be approved separately by the Town Manager should the need arise, is \$140.00/hour. The rate is billed on each quarter hour or fraction thereof and is portal-to-portal, if travel is necessary or required.

We appreciate the opportunity to provide you this outline of our proposal for the services we believe you are needing, and we will be happy to further discuss this with you or other Town officials.

Cordially,

A handwritten signature in black ink, appearing to read 'C. Wallace', with a stylized flourish at the end.

Christopher Wallace  
President

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**TOWN OF SURFSIDE, FLORIDA**

**AND**

**MUNILYTICS, INC.**

**THIS PROFESSIONAL SERVICES AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_ day of July, 2024 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, whose principal address is 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter the “Town”), and **MUNILYTICS, INC.**, a Florida Corporation, whose principal address is 7320 Griffin Road, Suite 102, Fort Lauderdale, Florida 33314 (hereinafter the “Consultant”).

**WHEREAS**, the Town is a Florida municipal corporation who employs a Finance Director, who also serves as Director of the Finance Department responsible for the oversight and management of the Department; and

**WHEREAS**, the Consultant will provide interim Finance Director professional services for the administration of the Town’s Finance Department and will provide the specific services and functions set forth in the Proposal dated July 1, 2024 attached hereto as Exhibit “A” (the “Services”); and

**WHEREAS**, the Consultant and Town, through mutual negotiation, have agreed upon a scope of services and fee for the Services; and

**WHEREAS**, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. **Scope of Services.**

- 1.1 Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter “Services”).
- 1.2 Consultant shall furnish all reports, documents and information to be performed pursuant to this Agreement and during the term of this Agreement (hereinafter “Deliverables”).

2. **Term/Commencement Date.**

- 2.1 This Agreement shall be effective upon the Effective Date and shall remain in effect for twelve (12) months thereafter, unless earlier terminated in accordance with Paragraph 8. The Town Manager may request that this Agreement be extended on a month-to-month basis for up to six (6) additional months, as needed, by providing written notice to Consultant at least 10 days prior to the expiration of the Term and any applicable monthly extension thereafter.
- 2.2 Consultant agrees that time is of the essence and Consultant shall timely perform and complete the Services in compliance with all applicable deadlines and within the term of this Agreement, unless extended by the Town Manager.

3. **Compensation and Payment.**

- 3.1 Compensation for Services provided by Consultant shall be on a monthly fixed fee in the amount of \$8,900.00 (inclusive of routine expenses and travel expenses and costs incurred in performing the Services) and in accordance with the Proposal attached hereto as Exhibit "A." Fees for additional work or services outside the Scope of Services detailed in the Proposal attached hereto as Exhibit A" would be billed at an hourly rate of \$140.00 per hour, provided, said additional work or services are first approved in writing by the Town Manager.
- 3.2 Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. **Subconsultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval shall be in Town Manager's sole and absolute discretion.

5. **Town's Responsibilities**

5.1 Town shall make available any staff and/or representatives reasonably requested by Consultant to assist Consultant in the provision of the Services.

5.2 Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. **Consultant's Responsibilities**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional accountant and consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. **Termination.**

8.1 The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the Services unless directed otherwise by the Town Manager.

- 8.3 In the event of termination by the Town, the Consultant shall be paid for all Services accepted by the Town Manager up to the date of termination, and prorated for the month, provided that, the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.
- 8.5 The Consultant may terminate this agreement upon thirty (30) calendar days written notice to the Town.

9. **Insurance.**

- 9.1 Consultant shall secure and maintain throughout the duration of this Agreement, insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees and agents naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town, as it deems necessary or prudent.
  - a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
  - b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits per employee of \$100,000.00 each accident or disease with a policy limit minimum of \$500,000, or the

Florida statutory minimum limits. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.

- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability



of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5 The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks, and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. **Indemnification.**

12.1 Consultant shall indemnify and hold harmless the Town, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of the Services or any provision of this Agreement,

including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Enrique Doce  
Acting Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

Custodial of Records: Sandra N. McCreedy, MMC  
Mailing address: 9293 Harding Avenue  
Surfside, FL 33154  
Telephone number: 305-861-4863  
Email: smccreedy@townofsurfsidefl.gov

For the Consultant: MUNILYTICS, INC.  
c/o Christopher Wallace, Director/President  
7320 Griffin Road, Suite 102  
Fort Lauderdale, Florida 33314

14. **Governing Law and Venue.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment; Representations and Warranties of Consultant.**

- 15.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery, and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.
- 15.4 Consultant, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the Services hereunder. Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

16. **Ownership and Access to Records and Audits.**

- 16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, analyses, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2 Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are

exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

- 16.3 Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

**Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:** Sandra N. McCreedy, MMC  
**Mailing address:** 9293 Harding Avenue  
Surfside, Florida 33154  
**Telephone number:** (305) 861-1302 Ext. 226  
**Email:** [snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov)

17. **Non-Assignability; Key Personnel; Staffing.**

- 17.1 This Agreement shall not be assigned or transferred by Consultant unless such assignment is first approved in writing by the Town Manager, in his sole and absolute discretion. The Town is relying upon the apparent qualifications and expertise of the Consultant, and, specifically, Christopher Wallace, and the firm's and principal's familiarity with the Town's finances, circumstances and needs. Christopher Wallace shall be the key and primary professional assigned to perform the Services, and no changes to such shall occur without the proper written approval of the Town Manager.
- 17.2 Consultant agrees to provide the personnel and staff necessary to perform each of the Services set forth in Section 1 above. Specifically, and at a minimum, the level of staffing at the commencement of this Agreement shall be as set forth on "Exhibit A" to this Agreement. Adjustments thereto shall be made based upon the needs and demands of the Town, as approved by the Town Manager.
- 17.3 All employees and personnel of Consultant assigned to provide the Services and Deliverables to the Town pursuant to this Agreement shall be subject to the prior approval of the Town, and will not be deemed Town employees. All work and Services provided by employees and personnel of the Consultant shall be authorized and coordinated through the Town Manager.
- 17.4 If at any time during the term of this Agreement, the Town becomes dissatisfied with the performance of any of Consultant's employees or personnel assigned to perform Services under this Agreement, the Town Manager may request that Consultant remove the employee or personnel immediately upon notification by the Town. Consultant agrees to act in good faith and to use its best efforts to replace same with personnel acceptable to the Town and resolve any problems experienced by the Town.

17.5 Consultant shall not hire or use any subcontractors or sub-consultants to perform the Services pursuant to this Agreement without the prior written approval of the Town Manager, in its sole and absolute discretion.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties. Unless expressly provided for otherwise in this Agreement or authorized by the Town Manager. Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of Town or in any manner assume or create, or attempt to assume or create, any obligations on behalf or in the name of Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to Services rendered under this Agreement shall be the sole responsibility of Consultant.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

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

24. **Public Entity Crimes Affidavit**

24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

**[Remainder of page intentionally left blank]**



**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date written below their signatures.

**CONSULTANT:**

**MUNILYTICS, INC.**, a Florida Corporation

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

Name: Christopher Wallace

Title: Director/President

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

**TOWN:**

**TOWN OF SURFSIDE, a Florida Municipal Corporation**

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

Enrique Doce, Acting Town Manager

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

**Attest:**

\_\_\_\_\_  
Sandra N. McCready, MMC, Town Clerk

**Approved as to Form and Legal Sufficiency:**

\_\_\_\_\_  
Mark Blumstein, Interim Town Attorney

**EXHIBIT “A”**

**(Attach Proposal of Consultant dated \_\_\_\_\_, 2024)**



## MEMORANDUM

ITEM NO. 3C.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Mark Blumstein, Interim Town Attorney

**Date:** July 23, 2024

**Subject:** **Resolution Amending Resolution No. 2024-3301 Calling for a Special Election to Adhere to Word Count Limitations**

---

Town Administration recommends approval of the attached Resolution amending Resolution No. 2024-3301.

The Town Commission adopted Resolution No. 2024-3301 on 9 July 2024. The Supervisor of Elections then reviewed the ballot questions and required further amendment to adhere to the allowable word count for each question. This Resolution amends the proposed ballot questions to meet those requirements without any substantive changes.

[Resolution - Charter Amendments -July 23 2024](#)

**RESOLUTION NO. 2024- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING RESOLUTION NO. 2024-~~3301~~, CALLING FOR A SPECIAL ELECTION ON NOVEMBER 5, 2024, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE TOWN OF SURFSIDE, FLORIDA PROPOSED AMENDMENTS TO THE TOWN CHARTER PURSUANT TO SECTION 97.1 OF THE TOWN CHARTER; APPROVING REQUISITE BALLOT LANGUAGE; PROVIDING FOR COPIES OF THE TEXT OF THE CHARTER AMENDMENTS TO BE MADE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) Commission adopted Resolution No. 2024-~~3301~~ recognizing the importance of quality of life for Town residents by: (1) limiting residential uses on lots west of Collins Avenue and east of Harding Avenue to detached, single family, multi-dwelling structures or townhomes only; (2) limiting residential uses on lots west of Harding Avenue to detached, single-family structures only; (3) excluding those lots zoned for municipal use and SD-B40; and (4) restricting these amendments, upon becoming effective, from repeal, revision, amendment or change without the unanimous vote of the Town Commission with all members present and a minimum 60% vote of the Town’s Electors; and

**WHEREAS**, the Town Commission also recognizes that subdividing lots impacts the quality of life for residents and should only be approved with the unanimous vote of the Town Commission with all members present and a minimum 60% vote of the Town’s Electors; and

**WHEREAS**, the Town Commission recognizes the importance of fiscal responsibility to preserving the quality of life for its residents by ensuring that promises made are promises kept to the Town; and

CODING: Additions to existing text are shown by underline and deletions are shown as ~~strikethrough~~.

**WHEREAS**, to submit amendments of the Town Charter to the electors of the Town, the Town Commission must approve legally sufficient ballot language via resolution, adhering to word count limits, and transmit same to the Miami-Dade County Supervisor of Elections, together with an appropriate request for a special election, thereby authorizing the Miami-Dade County Elections Department to take the actions necessary to administer the special election for the Town; and

**WHEREAS**, the Town Commission has prepared and considered the amended ballot language contained herein, and, after careful deliberation and upon the recommendation of the Town Attorney, the Town Commission finds the ballot language as provided herein to be legally sufficient; and

**WHEREAS**, pursuant to Section 97.1 of the Town Charter and Section 6.03 of Miami-Dade County Code, the Town Commission seeks to provide the requisite, amended ballot language for submission to the Town Electors, to provide copies of the amendments to be available for public inspection, and to direct the Town Clerk to request and utilize the services of the Miami-Dade County Supervisor of Elections to administer a special election by placing the following ballot questions on the November 5, 2024 United States presidential election ballot.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

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

**Section 2. Special Election Called.** A special election is hereby called and requested of the Miami-Dade County Supervisor of Elections, to run concurrent with, and by placing the following ballot questions, on the November 5, 2024 U.S. Presidential Election ballot to amend the Town's Charter. The Town Clerk is hereby directed to request and utilize the services of the Miami-Dade County Supervisor of Elections to administer the election.

**Section 3. Charter Amendments.** The following language shall be placed on the ballot to be presented to the voters.

\* \* \*

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“Pursuant to the Charter, and subject to the majority vote of qualified electors at the special election set forth herein, the Charter of the Town of Surfside, Florida, is hereby amended to read as follows:

**ARTICLE I. – INCORPORATION; FORM OF GOVERNMENT; POWERS**

\* \* \*

**Sec. 4. – General powers of town; powers not deemed exclusive.**

The town shall have all the powers granted to municipal corporations and to towns by the constitution and general laws of the state, together with all the implied powers necessary to carry into execution all the powers granted. The town may acquire property within or without its corporate limits for any town purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise or lease. The Town shall not sell, lease for a term in excess of three years or exchange any Town-owned real property, unless such sale, lease or exchange is approved by at least four (4) members of the Town Commission and a minimum of 60% of the Town electors voting at a regularly scheduled general election or special election of the voters of the Town on such proposed sale, lease or exchange of Town-owned real property. This restriction shall not apply to existing leases entered into prior to the effective date of this provision, nor shall it apply to any utility, easements or rights-of-way. Except as prohibited by the constitution of this state or restricted in this Charter, the town shall and may exercise all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

The enumeration of particular powers by this Charter shall not be deemed to be exclusive, and in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the town shall have and may exercise all powers which, under the constitution of this state, it would be competent for this Charter specifically to enumerate.

The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable units per acre, floor area ratios or the maximum allowable building heights in stories and feet that are set out in the Town of Surfside Comprehensive Plan or the Code of the Town of Surfside, whichever

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provisions are most restrictive, which were in effect in 2004. Lot area of lots shall only include the area or acreage within the lot lines of a lot, except that for properties east of Collins Avenue lot area shall be limited to the area bounded by the north, south and west lot lines and the Bulkhead Line on the east (not the Erosion Control Line). Height for properties east of Collins Avenue shall be measured from the elevation determined by the Florida Department of Environmental Protection for the first floor as of 2004 of +16.63 NAVD. such that the maximum height of 120 feet to the structured roof shall not exceed +136.63 NAVD. This amendment to the Town of Surfside Charter shall not be repealed, revised, amended, or superseded unless repeal, revision, amendment, or superseding provisions are placed on the ballot at a regularly scheduled election of the Town of Surfside and approved by a minimum 60% vote of the electors of the Town of Surfside.

Except for lots zoned for municipal use or SD-B40, the lots west of Collins Avenue and east of Harding Avenue shall only contain detached, single family, multi-family structures or townhomes, and lots west of Harding Avenue shall only contain detached, single-family structures. The foregoing shall not be repealed, revised, amended or changed except by unanimous vote of the Town Commission with all members present and a minimum 60% vote of the Town's Electors.

\* \* \*

#### ARTICLE IX. MISCELLANEOUS PROVISIONS

\* \* \*

##### **Sec. 153. - Reserved Prohibition of Lot Subdivision.**

Any lot in Town shall not be subject to Subdivision, as defined pursuant to and in accordance with Chapter 28 of Miami-Dade County Code of Ordinances, without the unanimous vote of the Town Commission with all members present and a minimum 60% vote of the Town's Electors.

\* \* \*

##### **Sec. 155. - Reserved Ensuring Collection of Obligations Due to the Town.**

Except for code enforcement liens, any monies or obligations owed to the Town exceeding \$50,000.00 in 2024, indexed for inflation, shall not be extended, reduced, waived or forgiven by the Town Commission, except by its unanimous vote with all members present and a minimum 60% vote of the Town's Electors."

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**Section 4. Approved Ballot Language.** The following ballot language for the amendments to the Town Charter comprised of a ballot title, summary question and response, is found legally sufficient and approved. The form of ballot for the amendments shall be submitted to the electors in substantially the following form:

**1) RESIDENTIAL USES ON LOTS BETWEEN COLLINS AND HARDING AVENUES**

The Charter doesn't limit residential uses on lots west of Collins Avenue and east of Harding Avenue. Except for lots zoned for municipal use and SD-B40, it's proposed that the Charter be amended to limit residential uses on said lots to detached, single-family, multi-family and townhomes only unless by unanimous vote of the Commission with all members present and a minimum 60% vote of the Electors.

Shall the foregoing amendment be adopted?  
YES [        ]  
NO [        ]

**2) RESIDENTIAL USES ON LOTS WEST OF HARDING AVENUE**

The Charter doesn't limit residential uses on lots west of Harding Avenue. Except for lots zoned for municipal use and SD-B40, it's proposed that the Charter be amended to limit residential uses on said lots to detached, single-family only unless by unanimous vote of the Commission with all members present a minimum 60% vote of the Electors.

Shall the foregoing amendment be adopted?  
YES [        ]  
NO [        ]

**3) PROHIBITION OF LOT SUBDIVISION**

The Town Charter does not prohibit the subdivision of lots. It is proposed that the Charter be amended to prohibit the subdivision of lots, without the unanimous vote of the Town Commission with all members present and a 60% vote of the Electors.

Shall the foregoing amendment be adopted?  
YES [        ]  
NO [        ]

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**4) ENSURING COLLECTION OF OBLIGATIONS DUE TO THE TOWN**

The Charter doesn't mandate collection of monies or obligations due. It is proposed that the Charter be amended to ensure that, except for code enforcement liens, any monies or obligations owed to the Town exceeding \$50,000.00 in 2024, indexed for inflation, shall not be extended, reduced, waived or forgiven by the Commission, except by its unanimous vote with all members present and a minimum 60% vote of the Electors.

Shall the foregoing amendment be adopted?  
YES [     ]  
NO  [     ]

**Section 5. Public Inspection of Amendments.** The full text of the amendments set forth above and incorporated herein and made a part hereof by this reference, shall be made available for public inspection during regular business hours at and through the office of the Town Clerk. The Town Clerk is directed to make copies of the amendments and this Ordinance available for public inspection and copying.

**Section 6. Ballot and Canvassing.**

1) The balloting shall be conducted on Tuesday, November 5, 2024, between the hours of 7:00 A.M. and 7:00 P.M. at the regular polling places provided for elections in the Town. Absentee voting shall be available as authorized by law. Early voting pursuant to Section 101.657, Florida Statutes, shall be provided. All qualified Town Electors who are timely registered in accordance with law shall be entitled to vote.

2) The Town Clerk is authorized to obtain any necessary election administration services from the Miami-Dade Supervisor of Elections. The Town Clerk and the Miami-Dade County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the electoral provisions of this Resolution. This Special Election shall be canvassed pursuant to the Town Charter and Town Code, unless otherwise provided by law.

**Section 7. Notice of Election.** The Town Commission hereby directs the Town Clerk to publish the notice of said election in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Town at least thirty (30) days prior to said election and in substantially the following form:

CODING: Additions to existing text are shown by underline and deletions are shown as ~~strikethrough~~.

**“NOTICE OF SPECIAL ELECTION”**

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION DULY ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, A SPECIAL ELECTION HAS BEEN CALLED ON TUESDAY, NOVEMBER 5, 2024, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING PROPOSED CHARTER AMENDMENTS SHALL BE SUBMITTED TO THE QUALIFIED TOWN ELECTORS:**

**1) RESIDENTIAL USES ON LOTS BETWEEN COLLINS AND HARDING AVENUES**

The Charter doesn't limit residential uses on lots west of Collins Avenue and east of Harding Avenue. Except for lots zoned for municipal use and SD-B40, it's proposed that the Charter be amended to limit residential uses on said lots to detached, single-family, multi-family and townhomes only unless by unanimous vote of the Commission with all members present and a minimum 60% vote of the Electors.

Shall the foregoing amendment be adopted?

YES [     ]  
NO [     ]

**2) RESIDENTIAL USES ON LOTS WEST OF HARDING AVENUE**

The Charter doesn't limit residential uses on lots west of Harding Avenue. Except for lots zoned for municipal use and SD-B40, it's proposed that the Charter be amended to limit residential uses on said lots to detached, single-family only unless by unanimous vote of the Commission with all members present a minimum 60% vote of the Electors.

Shall the foregoing amendment be adopted?

YES [     ]  
NO [     ]

**3) PROHIBITION OF LOT SUBDIVISION**

The Town Charter does not prohibit the subdivision of lots. It is proposed that the Charter be amended to prohibit the subdivision of lots, without the unanimous vote of the Town Commission with all members present and a 60% vote of the Electors.

Shall the foregoing amendment be adopted?

YES [     ]  
NO [     ]

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**4) ENSURING COLLECTION OF OBLIGATIONS DUE TO THE TOWN**

The Charter doesn't mandate collection of monies or obligations due. It is proposed that the Charter be amended to ensure that, except for code enforcement liens, any monies or obligations owed to the Town exceeding \$50,000.00 in 2024, indexed for inflation, shall not be extended, reduced, waived or forgiven by the Commission, except by its unanimous vote with all members present and a minimum 60% vote of the Electors.

Shall the foregoing amendment be adopted?

YES [     ]  
NO [     ]

**The full text of the proposed Charter Amendments is available at the Office of the Town Clerk, 9293 Harding Avenue, Surfside, FL 33154.**

**Section 8. Effectiveness of Charter Amendments.**

A. The proposed amendments set forth above in Section 3 of this Resolution shall become effective if the majority of qualified Town Electors voting on said amendments vote for their adoption; and they shall be considered adopted and effective upon certification of the election results.

B. The Town Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Town Charter. If some, but not all, of the Charter amendments are approved by the Electors, conforming amendments shall be deemed to be adopted and the Town Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

C. Upon adoption of the Charter amendments, the Town Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida and/or the Florida Department of State, as applicable.

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**Section 9. Implementation.** The Town Manager, Town Clerk, and Town Attorney are hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions as may be appropriate by their position to execute the purpose of this Resolution.

**Section 10. Conflicts.** All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 11. Severability.** The provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand.

**Section 12. Inclusion in the Charter.** Subject to the requirements of Section 8 above, the Town Commission intends and hereby provides that the amendments to the Town Charter set forth herein shall become and be made a part of the Charter of the Town of Surfside, Florida and that the Sections of this Resolution and the proposed Charter Amendments may be renumbered or re-lettered to accomplish such intention.

**Section 13. Effective Date.** This Resolution shall become effective immediately upon adoption.

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

- Mayor Charles W. Burkett \_\_\_\_\_
- Vice Mayor Tina Paul \_\_\_\_\_
- Commissioner Ruben Coto \_\_\_\_\_
- Commissioner Nelly Velasquez \_\_\_\_\_
- Commissioner Gerardo Vildostegui \_\_\_\_\_

PASSED AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Charles W. Burkett, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra N. McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Mark Blumstein, Interim Town Attorney

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**Town of Surfside  
Special Town Commission Meeting  
July 23, 2024**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 4A.

**Date:** July 23, 2024

**From:** Commissioner Gerardo Vildostegui

**Subject:** IT Forensic Audit

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**Suggested Action:** – Provide direction to Town Administration on procurement of services.

**Background/Analysis:** – Carryover from prior meetings following replacement of Town IT Service Provider and review of Town systems. Current IT Provider will be present at meeting to provide recommendation and answer questions of the Town Commission.

**Budget Impact:** – \$25,000+



**SPLIT ROCK**  
YOUR TECH PARTNER

# TOWN OF SURFSIDE, FL: SPLIT ROCK IT, INC. IT SERVICES PROPOSAL

## IT Practices & Procedures Review

### Project Abstract

This Proposal is in response to the Town of Surfside's request to provide authorization for a detailed review of the Town's current IT practices, including those that may have contributed to recent IT failures; and to recommend, create, and employ new IT processes and procedures.

Donald Skorka  
don@splitrockit.com  
516-882-5300

## I. Statement of Confidentiality:

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This document is proprietary to Split Rock IT, Inc. (SRIT). It is supplied in confidence for the purpose of evaluating SRIT's ability to provide comprehensive solutions to the Town of Surfside, FL (Town). The content of the document is restricted to and may only be disclosed to employees and/or Elected Officials directly involved in the evaluation of the proposal. It must not be reproduced in whole or in part or used for tendering or manufacturing purposes except under an agreement or with the consent, in writing, of SRIT, Inc. and then only on the condition that this notice is included in any such reproduction. No information as to the contents or subject matter of this document or any part thereof arising directly or indirectly there from shall be given orally or in writing or communicated in any manner whatsoever to any third party being an individual, firm or company or any employee thereof without the prior consent, in writing, of SRIT, Inc.

70X

***Split Rock IT, Inc.***

*111 South Street – Suite 16 – Oyster Bay, NY 11771 516.882.5300*



**Date:** 15 May 2024

**Project:** Town of Surfside – IT Consultation

**Proposal №:** 24E03P3251

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## **Proposal and Specifications**

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**To: The Town of Surfside, FL  
Ms. Marisol Vargas, MPA – Town Manager**

**9293 Harding Avenue  
Surfside, FL 33154**

**Project Sites:** Town Hall and Municipal Properties Containing IT Resources

### **Project Overview:**

This Proposal is in response to the Town of Surfside’s request to provide authorization for a detailed review of the Town’s current IT practices, including those that may have contributed to recent IT failures; and to recommend, changes to the Town’s current IT practices.

This Proposal also provides for the physical inspection of all IT related hardware and software, and review of current IT practices. It also provides for the creation, adoption, and employment of new and complete IT practices, policies, methods of procedures, acceptable use guidelines, security profiles & levels of access control, as well as identifying weaknesses and vulnerabilities in physical IT related assets.

SRIT has forensic IT analysis experience, however, the word “forensic” is typically used in criminal investigations, carried out by law enforcement agencies having jurisdiction. Therefore, this proposal, in no way, is to be understood as a criminal investigation, nor does it cover the retrieval of lost property or lost/deleted data. SRIT will, however, work with the Town’s designated representatives and any law enforcement agency in any active ongoing investigation. During the course our detailed inspections, we will make every attempt to work with Apple, and mobile carriers, through the Town Attorney and Town Manager, to attempt and advise on any potential retrieval of lost or deleted data. Additionally, we will help the Town Attorney and Town Manager file a formal cybercrime complaint with the Internet Crime Complaint Center (IC3) – a division of the FBI.

In our efforts to provide the services, inspections, and review as specified herein, SRIT will need to install our MSP management software on the local computers for remote access, to carry out its security review and patch management.

***Split Rock IT, Inc.***

*111 South Street – Suite 16 – Oyster Bay, NY 11771 516.882.5300*

### A. IT Process & Procedure Analysis:

1. Key Issues:
  - A. review of current IT contract to ascertain who owns the data;
  - B. deficiencies in the Town's current IT practices;
  - C. deficiencies in the Town's current IT Methods Of Procedure (MOP);
  - D. lack of proper procedures for Change Management relating to phone, card access, and network moves, adds or changes;
  - E. lack of proper procedures for the distribution and utilization of mobile computing and cellular devices – resulting in the Town's loss of crucial data and property;
  - F. lack of proper electronic media use guidelines – resulting in the loss of crucial data;
  - G. lack of end-user training;
  - H. lack of proper network and security protocols;
  - I. lack of utilization guidelines and control of personal devices (BYOD) using the Town's WiFi infrastructure for employees, Town Officials, and guests;
  - J. lack of proper guidelines for the protection of Personally Protected Information (PPI) & Personally Identifiable Information (PII);
  - K. lack of proper Chain of Custody procedures and control when issuing or receiving equipment back from employees and Town Officials as required;
  - L. lack of proper reporting procedures for missing, lost, or stolen devices and/or data;
  - M. review of current asset management and provisioning software for all Town computers, servers, printers, routers, firewalls, switches, etc.;
  - N. possible deficiencies in current VPN connectivity & control;
  - O. possible deficiencies in VPN encryption and data throughput
  - P. lack of proper security for saving data to a local drive; e.g. desktop and mobile users having the ability to save work to their individual devices
  - Q. lack of Mobile Device Management (MDM) for all mobile devices provided to Town Officials and employees;
  - R. lack of controlled backup storage of electronic media data for both active and at rest data;
  - S. review of all patch management procedures and implementation for all IT systems' software and firmware;

- T. ascertain the Town's Disaster Recovery & Business Continuity DR/BC plan and procedures;
- U. possible lack of active testing of the Town's DR/BC systems and procedures;
- V. possible deficiencies in the mitigation of ransomware, viruses, malware, phishing, and spam;
- W. identification of weaknesses in the security, network, phone, Audiovisual (A/V) and broadcast systems, causing system breakdowns;
- X. lack of carrier escalation procedures during an outage by carrier or responsible Authority Having Jurisdiction (AHJ);
- Y. lack of post mortem response to an outage for future mitigation of failure;
- Z. undocumented network layout and other IT systems resources;
- AA. possible hidden assets – undocumented number of working unused ports, and other IT related physical assets
- BB. Review of website domain and hosting provider, including SSL Certificates management and renewal cycle;
- CC. possible lack of proper network Quality of Service (QoS) programming;
- DD. identification of proper network segmentation; e.g. single broadcast domain;
- EE. ubiquitous 1Gbps connectivity to the desktop;
- FF. current WiFi analysis for security, segmentation, separation from the Town's private network, and signal coverage & quality;
- GG. possible insufficiency of bandwidth on network backbone; e.g. low-speed or shared resource uplinks
- HH. possible insufficiency of backplane and/or switching fabric within internal network;
- II. insufficiency of security-cameras (CCTV) coverage within the Town's Chamber and common areas;
- JJ. having multiple disparate security-camera (CCTV) systems throughout the Town Hall and its real properties;
- KK. possible insufficiency of security-camera (CCTV) backup and offsite storage
- LL. possibility of the installed CCTV equipment not being National Defense Authorization Act (NDAA) compliant;
- MM. lack of network and phone resilience/redundancy on switch uplinks, WAN links, Public Switched Telephone Network (PSTN) connectivity and core network hardware;
- NN. lack of real-time fault monitoring and device management of core network hardware;
- OO. EOL/EOS equipment in core network infrastructure.

TOC

### III. Detailed Scope of Work:

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#### B. Scope of work:

1. Review the current IT contract for deficiencies relating to possible gross negligence and to ascertain who rightfully owns the data;
2. Inspect the Town's current IT practices and provide a clear and concise pathway to correct all procedural and process deficiencies by working with Town designated staff to review existing methods and procedures then developing and implementing documented procedures as outlined herein
3. We will inspect and review all of the Town's current IT documentation, Change Management Process (CMP), and Methods of Procedure (MoP), IT practices, physical security, and Cybersecurity Policies.
4. We will then create comprehensive documents to address each of these items for the Town to have a better handle on IT inventory, Cybersecurity, overall IT Security, electronic media usage, due care process, and chain of custody, for all aspects of the Town's IT needs and resources;
5. We will provide an in-depth analysis of your current overall IT infrastructure, logical system configurations on all hardware, and provide a synopsis of where there may be deficiencies causing potential breakdowns or gaps in overall security. Then provide a plan of action to remediate any weaknesses and provide an upgrade path to fortify all systems, including the inspection of all IT hardware to discover any outdated hardware, software, and/or firmware. This will include:
  - i. all servers
  - ii. Cloud connected services;
  - iii. network equipment (firewalls, switches, & routers);
  - iv. printers;
  - v. local PC's;
  - vi. remote or distributed laptops and mobile devices;
  - vii. phone system and physical phones;
  - viii. card access system;
  - ix. CCTV system including cameras;
  - x. A/V equipment and broadcast devices;
  - xi. Carrier equipment used for the delivery of Internet or outside services;
  - xii. Automobile GPS tracking systems (if such system exists);
6. During our inspection process of the IT hardware, we will identify and disable any stale login credentials for users who are no longer working for the town or whom otherwise no longer have authority to log into these systems;
7. We will change all administrative login passwords and document those changes which will be made available to the Town's designated security administrator. The details of this process and designation of the Town's security administrator will be detailed in the Town's IT Security Policy that we will create as Phase Two of this proposal;
8. We will assist with the changing of all employee login passwords which will adhere to our recommended password complexity standards and will be documented in the IT Security Policy;

9. We will inspect and remove any potential backdoor access that may be present, in any of the systems. This will include, Domain Controller Admin profiles, VPN credentials, card access, and any remote CCTV system access;
10. We will inspect the CCTV system and other related security and A/V components to make sure they are all National Defense Authorization Act (NDAA) compliant;
11. We will inspect and test the current VPN system for proper encryption levels, integrity, and throughput. Then provide an additional proposal to upgrade this system as may be deemed necessary.
12. We will look at your current Disaster Recovery and Business Continuity (DR/BC) plan of action for both logical and physical operational effectiveness and make recommendations, if necessary, to help keep the Town's IT resources operational and available. It is recommended that periodic testing of the Town's DR/BC operations be performed. We will provide documented procedures to test all IT systems, on a quarterly basis, to confirm that all systems will function in the event of certain outages;
13. We will confer with the Town Manager and Town Attorney for the procurement and implementation of a Mobile Device Management (MDM) solution for all mobile devices provided to Town Officials and employees;
14. As part of Phase Two of this Proposal we will provide an agreed upon MDM solution, and work with Apple, Inc. to setup the required Apple Business Manager (ABM) account for the Town and create the necessary Server tokens and Certificates required for the connection to the Town owned Apple devices;
  - i. Additionally, we will create the necessary Rules, Profiles, System Device Management configuration, within the MDM solution, which are required for the connection of the mobile devices to the MDM servers and link between ABM portal and MDM servers  
Create and manage iCloud accounts for employee and Town Officials so the Town has better control over storing of data on the Apple mobile devices with the backing up of Contacts, photos, videos, and text messages in the iCloud ecosystem.
  - ii. If a device is lost, it can be placed into "lost-mode" so the phone can be located (as long as it's powered on and connected to either WiFi or cellular data). It can also be locked down remotely to prevent others from using it and can be remotely wiped;
  - iii. We will work with the Town's cellular service provider to create the necessary connections between the cellular network and Apple's ABM service;
15. Review of the Town's systems for the mitigation of ransomware, viruses, malware, phishing, and spam and propose systems to better capture and quarantine these threats, if required;
16. Inspect and identify potential weaknesses in the security, network, phone, Audiovisual (A/V) and broadcast systems, causing system breakdowns and provide a path of remediation to greatly reduce system breakdowns;
17. Work with the Town's current Telecom, Internet, Cable, and other service providers to obtain and maintain carrier escalation lists and procedures during system carrier outages. Establish directives to the carriers to provide post mortem responses to address and explain an outage and what corrective measures were taken to restore

- the outage. This will give the Town a better understanding of a carrier's weaknesses and how better to reduce future outages;
18. Complete Network Review:
    - i. Review of IT hardware configurations and inspect programming to confirm that network Quality of Service (QoS) has been properly programmed and provisioned throughout the network;
    - ii. Review of proper network segmentation; e.g. single broadcast domain, ubiquitous 1Gbps connectivity to the desktop, etc.;
    - iii. Perform analysis of current WiFi infrastructure for security, segmentation, separation of WiFi network from the Town's protected internal network, and verification of signal coverage & quality;
    - iv. Inspect and verify there is sufficient bandwidth on network backbone; e.g. low-speed or shared resource uplinks
    - v. Inspect and verify there is sufficient backplane bandwidth and/or switching fabric within internal network core and edge switches
  19. Provide proper, living, network documentation in a reproducible hard copy as well as an electronic version;
  20. Provide written guidelines to implement control of personal devices (BYOD) using the Town's WiFi infrastructure for employees, Town Officials, and guests;
  21. Review of current security-cameras (CCTV) sufficiency of coverage within the Town's Chamber and common areas;
  22. Review and recommend upgrades, as may be necessary, to have all Town security cameras, throughout Town Hall and its real properties, to be viewed and controlled from one Central Management System;
  23. Review of security-camera (CCTV) backup and offsite storage;
  24. Identify network and phone resilience/redundancy on switch uplinks, WAN links, Public Switched Telephone Network (PSTN) connectivity and core network hardware;
  25. Recommend real-time fault monitoring and device management of core network hardware and connected devices;
  26. Identification of any IT equipment entering or currently in their End Of Life/End Of Support (EOL/EOS) stage. Provide recommendations for upgrade of any equipment that falls within this category;
  27. Obtain access and control for all website hosting and domain names which is part of the Town's Intellectual Property.
  28. Provide procedures and guidelines on performing Exit Interviews for Town employees and Town Officials, when they leave or vacate their position, or if their security clearance has changed. These guidelines will address the return of all Town issued devices, including all data, card access fobs, ID badges, etc.;
  29. Due to the recent loss of Town owned equipment and the willful deletion of Town data, we will assist the Town Attorney and the Town Manager in the filing of a formal Cybersecurity complaint with IC3 – Internet Crime Complaint Center, a division of the FBI. The IC3 is the Nation's central hub for reporting cybercrime. It is run by the FBI, the lead federal agency for investigating cybercrime;
  30. We will assist, to the extent we are able, in any ongoing formal Law Enforcement investigation for this matter.

## IV. List of Town Deliverables:

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### A. Requirements:

1. Copy of the current IT Master Services Agreement (MSA);
2. SLA Managed Service Provider's Service Level Agreement;
3. Carrier Agreements for Phone, Internet, and Cable Services;
4. Webhosting Services Contract;
5. Cloud Services Contracts;
6. Equipment Lease Agreements;
7. Any third-party IT related Agreements;
8. Copy of any of the Town's current Process, Procedures, and Guidelines:
  - i. Electronic Media Acceptable Use Guidelines (AUG) for Employees and Elected Officials;
  - ii. Electronic Device Care Policy for Employees and Elected Officials;
  - iii. Overall Security Policy;
  - iv. Information Security Policy;
  - v. Policy governing due care in the protection of PPI and PII for Employees and Elected Officials.
9. Copy of all IT related bills, e.g. mobile and VoIP Phone bills, IT services bills
10. All Administrative level login credentials for every piece of hardware and cloud services;
11. Network and phone diagrams and port mappings;
12. CCTV and Card Access diagram and configurations;
13. A/V equipment list and diagram;
14. List of servers (exchange, RDP, domain controller, etc.);
15. List of any Cloud Services;
16. List of any Spam, Phishing, malware mitigation services or appliances;
17. Configuration files for all network equipment: routers, switches, firewalls, wireless system, DNS servers, etc.;
18. Phone system make model and configuration files;
19. List of all software being used by the Town;
20. List of specialized software being used by the Town;
21. Items that the Town will need to get control of (if they do not already):
  - i. Ownership and control of the Town of Surfside Domain name(s); (i.e. townofsurfsidefl.gov);
  - ii. DNS Servers access;
  - iii. Any Digital Certificate Verification services and frequency of renewal;
  - iv. All Admin login credentials for any Internet and Phone services including mobile phones;
22. If the accounts exist, the Apple Business Manager (ABM) Admin Credentials as well as any associated Town controlled iCloud accounts;
23. List of any other Certificates and Token renewals and frequency
24. List of personnel and their security level access for both facility access and data profile access;

***Split Rock IT, Inc.***

*111 South Street – Suite 16 – Oyster Bay, NY 11771 516.882.5300*



## V. Pricing and Execution:

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### A. Phase One:

Professional Services for the inspection and review of all IT systems configurations and existing Town process and procedures:

**\$1.00** (one dollar and 00/100)

### B. Phase Two:

Professional Services for the creation of documents for the adoption of policy and procedure, diagrams, software configuration changes, providing written recommendation(s) for system upgrades:

**\$ 16,700** (sixteen thousand, seven hundred dollars & 00/100)

### C. Total:

Professional Services for Phase One & Phase Two:

**16,701** (sixteen thousand, seven hundred, one dollars & 00/100)

**Town of Surfside, FL**

**Split Rock IT, Inc.**

**By:** \_\_\_\_\_  
(sign)

**By:** \_\_\_\_\_  
(sign)

\_\_\_\_\_  
(print)

\_\_\_\_\_  
(print)

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

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***Split Rock IT, Inc.***

111 South Street – Suite 16 – Oyster Bay, NY 11771 516.882.5300



## VI. Definition of Terms:

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ACL	–	Access Control List
ASCII	–	American Standard Code for Information Interchange
ATM	–	Asynchronous Transfer Mode
DHCP	–	Dynamic Host Configuration Protocol
DMOQ	–	Delivered Measurement Of Quality
DPTL	–	Designated Project Team Leader
dVLAN	–	Dynamic Virtual Local Area Network
EOL	–	End Of Life
EOS	–	End Of Sale/Service
Gbps	–	Gigabits per second
GNGA	–	Go-No-Go Analysis
HR	–	Human Resources
HSRP	–	Hot Standby Routing Protocol
IMAC	–	Installation, Moves, Adds or Changes
IOS	–	Internal Operating System
ISO	–	International Standards Organisation
IT	–	Information Technology
LAN	–	Local Area Network
MAC	–	Media Access Control or Moves, Adds, Changes
Mbps	–	Megabits per second
MOP	–	Method Of Procedure
NAM	–	Network Analysis Module (Cisco)
NAT	–	Network Address Translation
Town	–	Town of Surfside, FL.
OSI	–	Open Systems Interconnection (per ISO; 7 layer model)
PC	–	Personal Computer
PM	–	Project Manager
QOS	–	Quality Of Service
SRIT	–	Split Rock IT, Inc.
SUP	–	Supervisory Module (Cisco)
TCPIP	–	Transmission Control Protocol/Internet Protocol
TFTP	–	Trivial File Transfer Protocol
TIA/EIA	–	Telecommunications Industry Alliance/Electronics Industry Alliance
URT	–	User Registration Tool (Cisco)
VACL	–	VLAN Access Control List
VLAN	–	Virtual Local Area Network
VMPS	–	VLAN Membership Policy Server
WAN	–	Wide Area Network

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## VII. Corporate Overview:

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Split Rock IT, Inc. (SRIT) is a privately held company in business since 2005. SRIT is a leading provider of IT solutions with customers nationwide, providing IT and Telecommunications solutions to a wide spectrum of clients including educational and medical institutions, Fortune 1000, mid-size companies, and government agencies.

SRIT is recognized as a leader in the design, sale, and installation of IT MSP Services, telecommunications, security and cable infrastructure. Our management team has more than 60 years of combined expertise in the Telecommunications/ PBX/ Network infrastructure field. No matter how expansive or sophisticated your system may be, you are assured of quality.

Our mission is to improve our clients' productivity and efficiency through integrated business solutions. The success of SRIT is based on the unmatched value provided to every client - offering a full range of products and Turn-Key Solutions. Dedicated to maintaining the highest level of knowledge and understanding of state-of-the-art technology, SRIT offers a network of unlimited resources for products, services and total technology solutions.

Established in 2005, SRIT has gained experience, which has yielded an immeasurable quality of service. Strong strategic alliances with many of the industry's most important vendors and providers - including Juniper, Fortinet, Cisco, Ubiquity, AVAYA, IBM, 3M, Berk-Tek, and Ortronics. Overall, we can offer a larger bundle of related services to streamline and expedite the entire project. These alliances have given us the leverage to expand our capabilities once again by offering asset management, leasing and most recently, a comprehensive, remotely hosted suite of e-commerce solutions.

Our Sales Department is comprised of a staff of dedicated professionals whose goal is to find the right solution for your business. In addition to our Technology Consultants, we utilize an Inside Support Team that assists in the daily commitment of satisfying our customers. This teamwork atmosphere, along with continued education and ongoing training, allows us to be proactive when it comes to fulfilling the technological needs of our clients.

Our Technical Services Group boasts some of the regions most educated and experienced engineers in the industry. Certifications include Avaya, Mitel, and Nortel Design Specialists, Certified Network Engineers, Microsoft Certified Systems Engineers, and Technical Support Specialists.

The SRIT pledge to provide a full complement of elite products and services. Combined with our attention to detail, prompt response time, and knowledge of engineering technology, this pledge sets us apart from the competition and makes SRIT the best solution for any organization.

***Split Rock IT, Inc.***

*111 South Street – Suite 16 – Oyster Bay, NY 11771 516.882.5300*

**June 7, 2024**

## **STATEMENT OF WORK**

Our understanding is that the Town of Surfside would like our firm to undertake the following:

- Examine a videotape of a public meeting to try to identify why the audio portion of the tape is corrupted (not available). Recommend best practices to ensure the integrity of future recordings of public meetings.
- Review IT security practices to identify whether the contents of town-owned laptops that go missing would remain accessible in another data file or backup. Recommend best practices to ensure the availability of public records if devices are lost.
- Perform a general review of IT security practices and recommend improvements within the scope of the budget identified herein. This review would be limited to interviewing IT personnel regarding their security practices and a high-level review of selected artifacts. Please note that a comprehensive IT security assessment would require additional budget.

Our deliverable will include a written report of findings and recommendations pertaining to each of the identified tasks, an Executive Summary, and appendices with details of any technical findings.

## **FEES**

Per the city's request, the professional fees for this engagement will not exceed \$25,000 at a blended rate of \$225 an hour. Every Friday, we will update the City Attorney (or his designee) as to our work progress and the number of hours expended. As our work proceeds, if we discover that we require less time for the engagement than budgeted, we will immediately inform the city. No time will be charged beyond what is necessary to achieve case objectives enumerated in this SOW.

Signed:



Silka Gonzalez  
President, Enterprise Risk Management, Inc.  
d/b/a ERMProtect Cybersecurity Solutions

Date: June 7, 2024



**Town of Surfside  
Special Town Commission Meeting  
July 23, 2024**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 4B.

**Date:** July 23, 2024

**From:** Mayor Charles W. Burkett

**Subject:** All Zoning Changes from the Last Administration 2022-2024

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**Suggested Action:** – For review and consideration as requested by Commission

**Background/Analysis:** – Changes to Zoning Code during last Administration (2022-2024).

	EFFECTIVE DATE	ORDINANCE NUMBER	SUBJECT NAME	SUMMARY CHANGE
1.	06/14/2022	22-1722	Non-Habitable Understory	Sec.90-49.5 Enacted Non-Habitable Understory including enclosed space below flood elevation.
2.	07/12/2022	22-1724	Yards, Generally Allowable Projections	90-47.1 Allowed projections up to 2 feet into yards.
3.	07/12/2022	22-1725	Marine Structures	<b>Sec. 90-57 (d)</b> - Enacted Marine structures. Increasing projections by waterway.
4.	09/13/2022	22-1728	Definitions	<b>Sec. 90.2; 90-49</b> -Lot coverage and Lot standards. Increased from 40% to 50% for single story homes.
5.	09/13/2022	22-1729	Landscape Requirements	<b>Sec. 90-90.1 and 90-95.</b> -Increasing Florida Friendly landscaping from 20% to 40%.
6.	09/13/2022	22-1730	Location & Requirements for Ground Level Mechanical Equipment	<b>Sec. 90-47.3;90-67.3.</b> Decreased rqmt from 15 feet to 10 feet from any other single-family or two-family residence. Added rqmts for rooftop placement.
7.	10/12/2022	22-1731	Emergency Power Generators	<b>Sec. 90-67.</b> Added placement to rooftop as another option.
8.	11/15/2022	22-1732	Planning & Zoning Board Members	<b>Sec. 90-15.</b> Added real estate developer and real estate broker or realtor.
9.	02/14/2023	23-1733	Design Standards – Curb Cuts	<b>Sec. 90.61.1(c).</b> For lots less than 100 ft, increase one curb cut from 18 to 24 feet. For lots 100 ft or more, increase 2 curb cuts, increase each from 18 to 24 feet.
10.	03/14/2023	23-1734	Miscellaneous Elevations for Sea Walls	<b>Sec. 90-60; 90-63.</b> Establish minimum seawall elevation at BFE per FIRM and max at DFE.
11.	04/18/2023	23-1735	Modification of Side & Rear Yard Regulations	<b>Sec. 90-48.3; 90-54.</b> Modified location of accessory structures on Point Lake by reducing same from 25 to 10 feet from seawall and allowing construction of enclosed structure within setback. Modified location from 50 feet to 15 feet next to

				seawall on other waterfronts and allowing a 200 sq ft structure within setback.
	<b>EFFECTIVE DATE</b>	<b>ORDINANCE NUMBER</b>	<b>SUBJECT NAME</b>	<b>SUMMARY CHANGE</b>
12.	04/18/2023	23-1736	Definitions-Density delete reference to Gross Acre; Aggregation of Lots to Gross Density; Landscape Permit Plans to Gross Acreage	<b>Sec. 90.2; 90-45.1;90.86; 90-86.2.</b> Deleting the term “gross” in reference to density as it pertains to aggregation of lots. Deleting the term “gross” in reference to the landscape calculation table.
13.	04/18/2023	23-1737	Definitions of setback and yard	<b>Sec. 90-2.</b> Equating setbacks with yards.
14.	05/09/2023	23-1742	Roof Deck Provisions	<b>Sec. 90-50:90-50.2.</b> Rooftop stairs must not be visible from street but allowing them to exist beyond 30 ft height limit and FBC to control height limits on rooftops, not TC.
15.	06/13/2023	23-1745	Single-Family and Two-Family Development Review Process	<b>Sec.90-19.7.</b> Allows administrative review by Town Planner (not P&Z Board) for front yard fences/gates; garage conversions; carports; window signs and awnings in SD-B40; wall openings not visible from public r.o.w.; rear yard pools and decks; rooftop and ground mech eqpt not visible from public r.o.w.
16.	06/13/2023	23-1746	Yards Generally, Allowable Projections H120	<b>Sec. 90-47.6.</b> Enhanced balconies into setbacks of wedding cake.
17.	06/13/2023	23-1744	Architecture for Converted Garages	<b>Sec. 90-50(7).</b> Window placement to be consistent with home.
18.	06/13/2023	23-1747	Fences, Walls & Hedges	<b>Sec. 90-56.2.</b> Provides Town Planner with approval authority to fences, walls and gates in H30A and H30B districts; setting new opacity rqmts.
19.	06/13/2023	23-1748	Public Rights-of-Way Ordinance	<b>Sec. 76.</b> Enacted new ordinance to govern what can be done or built thereon giving TM authority to grant.
20.	07/11/2023	23-1749	Landscape Requirements – Synthetic Turf	<b>Sec. 90-85.2; 90-87;90-90.1.</b> Added synthetic turf to landscape definition and to pervious area rqmt in H30A and H30B districts;

				Adding inspection rqmt by Town public works every 3 yrs; grandfathering prior installed turf.
	<b>EFFECTIVE DATE</b>	<b>ORDINANCE NUMBER</b>	<b>SUBJECT NAME</b>	<b>SUMMARY CHANGE</b>
21.	07/11/2023	23-1750	Restaurant Accessory in H120	<b>Sec. 90-41.</b> Added restaurants and outdoor dining to H120 as conditional use.
22.	09/12/2023	23-1752	Definitions – Avg Setback in H30A and H30B	<b>Sec. 90-2.</b> Changed how setbacks are calculated.
23.	09/12/2023	23-1753	Regulated Uses – Smoke shops	<b>Sec. 90-41(36).</b> Brought smoke shops to business district.
24.	09/12/2023	23-1754	Paving in Front Yards on Harding Ave	<b>Sec. 90-61.</b> Increased paving from 50% to 70% on front yards fronting Harding Ave.
25.	09/12/2023	23-1755	Carport Canopies	<b>Sec. 90-58.</b> No height limits for carports and may be placed anywhere on lot and Town Planner may approve.
26.	10/10/2023	23-1758	Regulated Uses - Arcades	<b>Sec. 90-41(15).</b> Allowing arcades in business district.
27.	10/10/2023	23-1758A	Setbacks; Lot Standards in SD-B40	<b>Sec. 90-45; 90-49.</b> Inserted Live Local Act rqd setbacks to be as rqd by H120 district.
28.	02/13/2024	24-1766	Development on Point Lake	<b>Sec. 14-102; 14-103; 90-60.3; 90-60.6.</b> Prohibiting Construction in, on and around Point Lake.
29.	02/13/2024	24-1767	Outdoor Lighting Regulation	<b>Sec. 90-62.</b> New rqmts for single-family and duplexes.
30.	02/13/2024	24-1769	Stormwater Management	<b>Sec 90-56.</b> Allowing retaining wall to be built for new single-family homes to interior side and rear prop lines.
31.	03/12/2024	24-1770	Temporary Signs – Real Estate Signs	<b>Sec. 90-74 (3).</b> Real estate signs no longer black and white.
32.	03/12/2024	24-1771	Required Roofing Materials for Re-roofs	<b>Sec. 14-31.</b> Re-roofs with same material allowed without P&Z.





**Town of Surfside  
Special Town Commission Meeting  
July 23, 2024**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 4C.

**Date:** July 23, 2024

**From:** Commissioner Gerardo Vildostegui

**Subject:** Discussion of Traffic-Control Measures in the Residential District

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**Suggested Action:** – This discussion item gives the Commission an opportunity to hear from the public about the new traffic-control measures on 88th St. Following the discussion, the Commission may provide additional direction to the Town Manager about additional traffic-control measures.

**Background/Analysis:** – This discussion item serves mainly as an opportunity for the Commission to discuss the new traffic-control measures on 88th St. and to hear public opinion on the subject. The Commission should also consider some of the other traffic-control and traffic-calming measures discussed at prior meetings and in the recent traffic study. These measures might include asphalt speed humps, diverters, and camera-enforcement of the prohibition on U-turns on 88th St. east of Abbott Avenue.

**Budget Impact:** – TBD



Sent via Email to [imocanu@townofsurfsidefl.gov](mailto:imocanu@townofsurfsidefl.gov)

July 16, 2024

Enrique (Henry) Doce  
Acting Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL. 33154

Dear Mr. Doce:

It is our understanding that the Town of Surfside has requested professional consulting services to facilitate a Town Workshop regarding potential roadway modifications along the 95<sup>th</sup> Street Corridor between Harding Avenue and Abbott Avenue and the Abbott Avenue corridor between 95<sup>th</sup> Street and 96<sup>th</sup> Street in the Town of Surfside, FL.

Enclosed is our proposal for the scope of services to support the town with these professional services. The Corradino Group appreciates this opportunity to submit this proposal to the Town of Surfside. We look forward to assisting you in providing the best professional consulting services possible to the Town.

Sincerely,

Joseph M. Corradino, AICP  
President  
The Corradino Group, Inc.

## CONSULTING SERVICE AUTHORIZATION

### Statement of Work (SOW)

TOWN P.O. NO. \_\_\_\_\_

TOWN EXPENSE CODE \_\_\_\_\_

**TITLE: 95<sup>th</sup> Street and Abbott Avenue Town Workshop**

#### **I. PROJECT DESCRIPTION:**

The Consultant will provide professional consulting services to facilitate a Town Workshop regarding potential roadway modifications along the 95th Street Corridor between State Road A1A/Harding Avenue and Abbott Avenue and the Abbott Avenue corridor between 95th Street and 96th Street in the Town of Surfside, FL.

#### **II. SCOPE OF SERVICES:**

##### **1. Town Workshop**

Corradino planners and engineers will facilitate a Town workshop to discuss the possibility of making roadway modifications along the 95th Street Corridor between State Road A1A/Harding Avenue and Abbott Avenue and the Abbott Avenue corridor between 95th Street and 96th Street in the Town of Surfside, FL. The Town Workshop will consider the following potential modifications:

- Conversion of 95<sup>th</sup> Street from a two-way roadway to a one-way westbound roadway facility between State Road A1A/Harding Avenue and Abbott Avenue.
  - Roadway repurposing would include angled on-street parking on this segment of 95<sup>th</sup> Street.
- Conversion of Abbott Avenue from a two-way roadway to a one-way northbound roadway facility between 95<sup>th</sup> Street and 96<sup>th</sup> Street.
  - Roadway repurposing would include angled on-street parking on this segment of Abbott Avenue.

Corradino will prepare a Workshop agenda, including a short PowerPoint presentation, to help facilitate the Town Workshop.

**Hourly Not to Exceed Fee of \$30,000.00**

**III. BASIS OF SCOPE:**

- Note: This scope of services does not include traffic data collection, traffic/parking analysis, preparation of a traffic/parking study, engineering design services, or permitting with government agency stakeholders related to the proposed roadway modifications. If required, these services will be performed by an additional service agreement.
- Note: This scope of services includes attendance at one Town Workshop. If additional meeting attendance is required, these services will be performed by an additional service agreement.
- Note: This scope of services does not include public outreach services. The Town of Surfside will provide these services, including the preparation of a workshop flyer, advertisement, public notification, and distribution of relevant information related to the Town Workshop. If Public Involvement and Outreach services are required, these services can be provided to the Town of Surfside as an additional service.

**IV. BUDGET:**

The Corradino Group staff will provide the Town of Surfside with the basic services described in this scope of services at an hourly rate not exceeding the budget of **\$30,000.00.**

V. ACCEPTANCE OF PROPOSAL

95<sup>th</sup> Street and Abbott Avenue Town Workshop

Approved by:

**TOWN OF SURFSIDE**

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

By: \_\_\_\_\_  
**Enrique (Henry) Doce, Acting Town Manager**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

**THE CORRADINO GROUP, INC.**

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

By: \_\_\_\_\_  
**Joseph M. Corradino, President**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

## Comments DR 2024004512 Town of Surfside Traffic and Pedestrian Safety Study 2022 Update

### Introduction and Objective:

Please note that the purpose of the study should be revised to include the following analyses:

Evaluate the traffic operations along key roadway corridors

Obtain County's approval for the existing traffic calming devices (speed humps) and traffic flow modifications/street or lane closures, unwarranted multi-way stop controls and 20 MPH speed limit signs installed by the Town. Please note that the 88<sup>th</sup> Street Corridor Study completed by the Town on March 2022 and submitted to the County for review under DR 2022004688 is in Disapproved status.

Evaluate potential traffic calming improvements .

### Existing Conditions:

Page 6: The existing residential neighborhood west of SR A1A/Harding Ave has an area wide posted speed limit of 20 MPH that has not been approved by DTPW. The analysis is based on data collected under existing unapproved conditions that do not reflect acceptable traffic patterns.

Page 8: Lane Closures: Are you referring to Construction MOT (temporary closures) or to the unapproved roadway closures within municipal boundaries.

Page 9: The lack of sidewalks in residential areas of the Town cannot be used as a reason to support roadway closures (full or partial) and one way streets conversion. As shown in Figure 38 of the report there is available right of way on local residential streets to provide accessible routes for pedestrians. Section 76-2 of the Town Code of Ordinances states "It is the intent of the town to promote the public health, safety and general welfare by protecting and **maintaining the town's public rights-of-way**, which are a valuable public asset, **free of obstructions for the free flow of pedestrians and traffic**, necessary utility and infrastructure improvements and facilities, by establishing reasonable rules and regulations necessary to manage the placement and maintenance of non-utility facilities, improvements, and encroachments within the town's public rights-of-way, and any construction or maintenance work in the town's public rights-of-way, and **minimizing disruption to the public rights-of-way**, and providing for a methodology and permit process to allow facilities, improvements and encroachments thereon a limited and permitted basis."

### Traffic Data Collection:

Page 11: Speed and volume data was collected under existing unapproved conditions (unwarranted multi way stops, speed humps, 20 mph posted speed) that do not reflect acceptable traffic patterns.

Page 12: Please clarify why turning movement counts were collected during the construction of the Surfside Park Improvements and closures. The mentioned conditions are non-typical / abnormal traffic conditions due to traffic detours and traffic diversion. In addition, for 88 Street, the collected speed data is not accurate due to the unapproved stopping conditions and speed

humps installed by the town. This does not reflect the typical conditions for traffic calming since traffic stops at every block.

Traffic Data Analysis:

Page 14: The conditions of the existing unapproved traffic calming measures were also required to follow the Traffic Flow Modification Manual and consequently obtain approval from the MDC DTPW.

Intersection Capacity Analysis:

Page 14: There are existing closures (such as 88 Street and Abbott Avenue) that have not been considered in this analysis and that create long queues that are affecting the LOS of Harding Ave and 88 St (signalized intersection); therefore, Synchro does not reflect current conditions/existing traffic patterns in the area.

Page 16-20: Table 1 and 2 do not reflect current conditions/existing traffic patterns in the area. For example, in Table 1 the signalized intersection of Harding Ave and 88 ST shows LOS (D) in current conditions. Please note that recently the Town installed tubular delineators on 88 St (without DTPW approval) to limit access to the residential area north of 88 St, diverting all the northbound/eastbound traffic to Harding Ave, creating long queues and extensive delays for the entire 88 St corridor. Please perform a network analysis to show the effect of the existing closure(s) on adjacent roads since the existing conditions were not considered nor shown in the study results. Table 2 should include the intersection of Harding Ave and 88 St. Also, please show the results of the microsimulation.

Synchro is typically used for signalized intersections; Sidra is recommended for traffic circles and HCM for stop controlled intersections.

These comments also apply to future conditions (Tables 3 and 4).

Intersection Capacity Analysis – Bay Drive Closed:

Page 24: Did the Town get approval from FDOT to close Bay Drive at 96 Street?

Page 25: Add the impact that the trips generated by the traffic diversion will have for residential local streets and not just the perimeter roads.

Page 26: The posted speed on this evaluation is 20 MPH, however, this reduced speed limit has not been approved by Miami Dade County. The Speed Limit of 20 MPH has not been approved by Miami Dade County and the speed reduction analysis should be based on statutory speed.

Traffic Calming Analysis – Speed Evaluation:

Page 27 and 28: Table 10 and 11 (please revise the table title), the 85 percentile speed is not acceptable as it was collected under unapproved stopping conditions. Speeding cannot not be evaluated based on unapproved 20 MPH. These conditions were reflected on the study the city previously submitted under (DR 2022004688), comments were provided to the city, and the study remains disapproved.

### Livability Thresholds:

Page 30-32 – Was the County Low Volume Narrow Street Criteria evaluated? Was the speed humps criteria evaluated? Also please note that there are other municipal criteria that have been approved by DTPW and can be used as reference since they have a more flexible criteria geared to similar cities. We have provided these criteria to the Town on previous occasions. For example, City of Miami Beach and City of Coral Gables traffic calming criteria. Based on these criteria Table 14 and 15 must be revised. Please revise table numbers as presented compared to the text.

### Speed Measurements:

Page 32: The 88th Street Corridor Study submitted under DR 2022004688 has not been approved.

Page 33 & 48- 20 MPH posted speed limit is not approved. Use a statutory speed limit so you can propose what should be the posted speed per Speed Zoning for Highways, Roads, and Streets in Florida, and MUTCD Section 2B.21. In addition, the collected data is not accurate since it is based on unwarranted stopping conditions, therefore, cars frequently stop and cannot pick up steady speed to be evaluated.

Page 34: Please clarify what document you are referring to for Appendix C. The Miami-Dade Neighborhood Traffic Management Program criteria.

### Safety Review - 5 Years Crash Analysis:

Page 39-41: Please explain criteria used to identify “High Crash Locations”.

### Existing Town of Surfside Traffic Calming Devices/Walkability Locations:

Page 45: Please provide a copy of the Traffic Mitigation Program. Has it been approved by the County? Also provide Miami-Dade DTPW approval for the street closures (Full and partial) listed in section 6.1 of the study.

Page 47: Bay Drive at 96 St. The proposed improvement includes design, permitting and construction of a permanent closure of Bay Drive at 96th Street. Please provide an assessment of traffic diversion and impact on adjacent roads.

Page 48: Byron Avenue and 95 St. A modification of the bulb out on the north leg of this existing intersection which includes a neighborhood traffic circle is being proposed. Please know that any design that deviates from the approved and executed Interlocal Agreement (currently under review), needs to be submitted to Miami Dade County for approval.

Page 50-51: Abbott Avenue and 95 St. Please provide network impact analysis for the proposed closure at the NW corner of 95 ST and Abbott Ave. Provide an assessment of traffic diversion and impact on adjacent roads

Page 59-60: Hawthorne Avenue and 88 St. The traffic calming improvements will include the design, permitting and installation of a median diverter at the Hawthorne Avenue and 88th Street intersection. Please provide an assessment of traffic diversion and impact on adjacent roads.

### Surfside Transportation Network:

Page 66: The lack of sidewalks in residential areas of the Town cannot be used as a reason to support roadway closures (full or partial) and one way streets conversion to allow for pedestrian walkability. As shown in Figure 38 of the report there is available right of way on local residential streets to provide accessible routes for pedestrians.

Page 69: The Town completed a One-Way Pair pilot program along 89th Street and 90th Street west of State Road A1A/Harding Avenue back in 2018. Please provide DTPW approval for this traffic flow modification.

Page 72: The Town of Surfside could consider the evaluation of an additional new pilot project in the northern section of the Town possibly along 95th Street and 94th Street. 95th Street could be converted to a one-way eastbound roadway with 94th Street being converted to a one-way westbound roadway. Please know that any Traffic Flow Modification project (temporary or permanent) requires Miami-Dade County DTPW Approval.

### Target Speed and Posted Speed Limit:

Page 73: The 20 MPH posted speed limit on residential streets has not been approved by DTPW

### Conclusions and Recommendations:

Page 78: Please run Synchro using current conditions for Harding and 88 St and revise this statement "The existing conditions analysis confirmed that all signalized intersections currently are operating at an acceptable level of service D or greater." Run Synchro as a network analysis and include unsignalized intersections that are failing such as Harding Ave /98 St and Harding Ave/ 95 Street once the diverted traffic is added.

Page 80: The Speed Limit of 20 MPH has not been approved by Miami Dade County DTPW. The speed reduction analysis should be based on statutory posted speed of 30 MPH using the FDOT Speed Zoning for Highways, Roads, and Streets in Florida, and MUTCD Section 2B.21. Also, identify the referenced "Miami-Dade Neighborhood Traffic Management Program".

Page 81: Please refer to comments previously provided. The draft traffic calming improvements proposed are not only subject to final Public Outreach and Stakeholder input, but also to Miami-Dade County DTPW approval.

Page 82: 20 MPH posted speed limit on residential streets is not approved. Additional new pilot project along 95th Street and 94th Street (95th Street could be converted to a one-way eastbound roadway with 94th Street being converted to a one-way westbound roadway) requires Miami-Dade County DTPW approval.





**Town of Surfside  
Special Town Commission Meeting  
July 23, 2024**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 4D.

**Date:** July 23, 2024

**From:** Mayor Charles W. Burkett

**Subject:** **Town Pension Plan - Defined Contribution or Defined Benefit**

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**Suggested Action:** – To review and consider alternatives to Chapter 2, Article V, Division 2 of Town Code together with CBAs between the Town and its Police and General Employees, as well as applicable Florida law.

**Background/Analysis:** – The Mayor seeks to discuss the Town's Pension Plan as it relates to new hires and without impacting current employees of the Town.

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**



**AND**



**FOR THE PERIOD  
OCTOBER 1, 2022 - SEPTEMBER 30, 2025**

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## **PREAMBLE**

**THIS AGREEMENT is entered into by the Town of Surfside, Florida, hereinafter referred to as the "Employer" or "Town", and AFSCME Florida Council 79, hereinafter referred to as the "AFSCME" or "Union", for the purpose of promoting harmonious relations between the Town and the Union, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work and other conditions of employment.**

**ARTICLE 1  
RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Town recognizes the Union as the exclusive collective bargaining representative for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit covered by PERC certification number 1997 issued June 2, 2021. "Employee" shall be defined to include all classified employees who are employed by the Town of Surfside, whose classifications appear on the attached Appendix C or others that may be added as needed.

## ARTICLE 2 UNION SECURITY

Section 1: Public employees have the right to form, join or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

Section 2: The President of AFSCME, Florida Council 79, or an alternate officially designated in writing, will be the official spokesperson for the Union in any matter between the Union and the Town.

Section 3: The Town will provide information to the Union and bargaining unit employees as follows:

A. If prepared and supplied by the Union, the Town will give each newly hired bargaining unit employee an envelope, which will provide the employee with a greeting, the name, address, and phone number of the Union and notify the employee that he or she may call the Union for additional information. The Town will provide the notification referred to in this paragraph during the new employee orientation period for new employees.

B. The Town will notify the Union of all persons hired into job classifications represented by AFSCME via email.

C. Where employees do not have portal access in their work area during working hours, the Town will place one copy of this Agreement at Town Hall and the Community Center.

D. When the Town establishes an Employee Portal, an electronic copy of this Agreement will be posted for reference by employees and supervisors.

E. On a semi-annual basis, the Town will provide the Union with a list of all employees in positions within the assigned bargaining unit via electronic mail and shall include the employee's name, job title, department and division, job code, employment date, home address/phone (if not protected) and annual base salary. The list shall be provided at no cost.

F. The Union will be provided with a copy of departmental employee-related policies and work regulations. Copies of new or revised departmental employee-related policies or work regulations such as new shifts and work schedules, and other policies and procedures that affect employees' terms and conditions of employment, will be provided to the Union prior to implementation. Any policy that will affect the employees covered by this agreement, will be noticed to the Union as set forth in this provision.

G. The Town will post all departmental employee-related policies and work regulations in appropriate areas.

Section 4:

A. Upon receipt of a written authorization from the Union, the Town will deduct union dues and uniform assessments from a bargaining unit employees pay.

B. Requests for dues deduction or revocation of dues deduction will be processed on the next available payroll.

C. No deduction shall be made from an employee's pay for any payroll period in which the employee's net earnings are less than the amount of dues to be deducted. Net earnings shall mean earnings after required deductions are made for federal taxes, social security, pensions, and health and life insurance.

D. Authorized dues will be deducted in every pay period in the fiscal year.

E. Deductions for Union dues and/or uniform assessments shall continue until one of the following occurs:

(1) the employee revokes their authorization for dues deduction by submitting a signed revocation form to Human Resources/or Finance with a copy to the Union; or

(2) the authorization for dues deduction is revoked pursuant to Section 447.507, Florida Statutes; or

(3) the employee terminates employment with the Town; or

(4) the employee transfers, promotes or demotes out of the bargaining unit; or

(5) the Union is no longer certified to represent employees in the bargaining unit.

F. The Union will certify changes in the Union membership dues rate to the Town in writing over the signature of the authorized officer(s) of the Union, at least thirty (30) days in advance of the effective date of any change.

G. The Town will remit collected dues to the Union upon transmission of every pay period.

H. The Town remittance will be deemed correct if the Union does not give written notice to the Town within two (2) calendar weeks after a remittance is received, of its belief that the remittance is incorrect, with reason stated therefore.

I. The Town will notify AFSCME Council 79 of all additions to and deletions from the dues deduction roster within two weeks following the close of each pay period.

J. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorizations must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Town and the Union. The Town agrees to remit any deductions made pursuant



to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Such deductions will be made at the same time dues are deducted.

K. The Union will indemnify, defend, and hold the Town harmless, against any claim made and against any suit instituted against the Town on account of any deductions for Union dues or uniform assessments.

### **ARTICLE 3 MANAGEMENT RIGHTS**

**Section 1:** The Town has and will continue to retain, whether exercised or not, the right to operate, manage and direct its operations and all, powers and authority, not officially relinquished, abridged or limited by the express provisions of this Agreement. The Town shall have the sole, unilateral and unquestioned right, responsibility and prerogative to manage the affairs of the Town and direct the work forces, including, but not limited to, the following:

- A. To determine the acquisition, care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town;
- B. To establish or continue the mission, purpose, objectives, policies, practices and procedures for the conduct of the Town business, operation of departments, and, from time to time, to change or abolish such policies, practices or procedures;
- C. To discontinue processes or operations or to discontinue their performance by employees;
- D. To select, determine and assign the number and types of employees required to perform the Town's operations, to meet the needs of the Town and the Department;
- E. To employ, transfer, promote, demote, layoff, discipline, terminate, or otherwise relieve employees from duty for lack of work or for any legitimate reason when it shall be in the best interest of the Town or the Departments;
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of ethical and professional standards, and for the performance of work, services to be offered to the public, control and discretion over the operation of the Departments and its employees, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
- G. To establish contracts or subcontracts for municipal operations, or Mutual Aid Agreements provided that this right shall not be used for the purpose or intention of undermining the union or of discriminating against its members. The above rights, responsibilities and prerogatives are inherent in the Town Commission and the Town Manager, by virtue of Statutory and Charter provisions and are not subject to delegations in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure in this Agreement.

**Section 2:** The Union and the Town jointly recognizing the need to perform maximum municipal services at minimum cost, and the difficult problems facing the Town, hereby agree that the interest of both employee and the Town will best be served by attaining maximum efficiency and productivity. Therefore, the parties shall use their best efforts to create and maintain an atmosphere in which every employee can give a day's work for a day's pay. The Union agrees

that the efforts of all employees are required to achieve these objectives and will cooperate to this end.

**Section 3:** The Town shall provide the Union written notice of its intent to subcontract. In the event that AFSCME bargaining unit positions are subcontracted by the Town, the Town shall use its best efforts to have the subcontractor employ existing bargaining unit employees.

**ARTICLE 4  
SPECIAL MEETINGS**

The Town Manager or their designee and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The Union shall have the right at these special meetings to recommend to the Town Manager or their designee corrections of any inequities known to the Union.

## ARTICLE 5 UNION ACTIVITY

### Section 1: Stewards and Representation

A. The employees covered by this Agreement will be represented by stewards, one of which will be designated as the Chief Steward. A written list of stewards and alternates will be submitted to the Town, together with the specific areas in which they will function, annually by October 1<sup>st</sup> of each year. The alternate steward will only become active in the event of the physical absence of the regular steward and upon prior notification by the Union. Alternate Stewards are subject to the same rules and regulations that govern the conduct of stewards. For the purpose of this agreement and unless otherwise addressed in this agreement, the use of the word steward shall also refer to the Chief Steward.

B. The Town recognizes and shall work with the appropriate Union stewards and representative of AFSCME Florida Council 79 in matters relating to grievances and interpretation of this contract, including promoting harmonious working relationships. Manpower and workflow permitting, the Local Union President (or designee) or the Chief Steward may be permitted to assist other Stewards in matters of complexity or when a new steward is in the training process with the local Union.

C. Union stewards shall be active employees as designated by AFSCME Florida Council 79 and shall be members of the bargaining unit.

D. Union representatives and stewards are subject to the same rules of the Town of Surfside and its Independent Agencies as are all other public employees, except as specifically outlined in this Agreement.

E. While on leave of absence, no employee shall function as a Union steward without mutual consent of the Union and the Town.

F. A written list of Union stewards and officers shall be furnished to the Town prior to the effective date for their assuming duties of office. There shall be a maximum of five (5) stewards: one (1) for the Parking Department, one (1) for the Public Works Department, one (1) for the Parks & Recreation Department, one (1) for the compilation of all other departments, and one (1) Chief Steward. AFSCME Florida Council 79 shall notify the Town promptly of any changes of such Union stewards. No Union steward shall perform any Union work unless the Union has complied with this requirement.

G. One (1) Union steward shall be granted time off during working hours without loss of pay to investigate and settle grievances on the job site which is within their department. There shall only be one (1) steward addressing a particular investigation or grievance. The steward must secure approval from their immediate supervisor prior to performing such duty. The steward receiving time off under this provision shall record their time before leaving the job and upon returning.

When entering the area of a supervisor other than their own, the steward shall notify that supervisor of their presence and purpose.

A steward will only be granted time off under this provision when requested by an employee in the bargaining unit for assistance with a grievance, or when requested by the Union in writing. Stewards may receive and discuss grievances of employees on the premises or in the field during working hours, to the extent that such discussions do not interfere with the work of other employees. Union stewards shall not conduct any grievance work on overtime or holiday time except in emergency situations. It is acknowledged that only one (1) steward will work on grievances from any employee unless a variance to Section 1 is approved. A Union officer may substitute for a Union steward for all purposes set forth in this paragraph.

Section 2: Nothing in this Agreement shall prevent any employee from presenting, at any time, their own grievances, in person or by legal counsel to the Town, or from having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with terms of the collective bargaining agreement when in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

Section 3: Employees designated in the bargaining unit shall have the right to join, or to refrain from joining, the Union, to engage in lawful concerted activities for the purpose of collective bargaining or negotiation or any other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation, or reprisal because of that employee's membership or lack of membership in the Union or by virtue of that employee's holding office or not holding office in the Union. This provision shall be applied to all employees in this bargaining unit.

In employment, job assignment and employee/employer relations, no procedure shall discriminate against any employee on the basis of age, disability, sex, race, creed, national origin, sexual orientation or marital status.

Section 4: The Union shall neither actively solicit grievances nor collect Union monies on Town property.

Section 5: Officials of the Union, with proper authorization, which will not be unreasonably withheld, be admitted to the property of the Town. Officials as designated above shall be able to talk with employees before or after regular working hours or during lunch hours of said employees on Town property in areas mutually agreed on by the Union and the Town.

Section 6: The Local Union President or one alternate officially designated by the Local Union President shall be granted reasonable time off during working hours without loss of pay for the purpose of attending to appropriate Union activities requiring his/her presence. This shall not be interpreted to limit the Union to the resolution of only one issue at a time Town wide but is intended to limit the number of Union representatives being granted time off to attend to a single specific issue. The local Union President or alternate must secure approval from his/her immediate supervisor prior to performing such duty. In situations where Union representatives are required

simultaneously at more than one meeting, the Union President may request the Town Manager or designee to authorize release of up to two additional Union representatives, subject to operational needs.

Section 7: Arrangements will be made for officers or an accredited representative of the Union to be admitted to the property of the Town during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, provided such visitation is not disruptive to the work force. When an area or building belonging to the Town is not normally open for visitation, then the Town shall provide a responsible escort to that Union Officer or accredited representative; provided, this service must be arranged by the Union in advance of the visitation.

Section 8: The Union will be permitted to have three (3) committee members to serve on the negotiating committee. These employees will be authorized to take time off of work with pay for the purpose of preparation and to be present at all bargaining sessions.

Section 9: The Union and/or stewards shall request approval prior to utilizing any Town facility for Union-related meetings.

## **ARTICLE 6 BULLETIN BOARDS**

### Section 1:

The Union shall be provided adequate space on bulletin boards, including at least one (1) at each location so designated by the Town. Bulletin boards will be located in Town Hall and the Community Center. The Union may, if it so desires, provide a bulletin board of standard size for its exclusive use, in keeping with the decor of the above locations, and with the approval of the Town.

### Section 2:

A. The Union agrees that it shall use its space on bulletin boards provided for in Section 1 above, and, if established, the union electronic bulletin board section on the Employee and Labor Relations page of the Town portal may be used for the following purposes:

- Notices of Union Meetings
- Notices of Union Elections
- Reports of Union Committees
- Rulings and Policies of the Union
- Recreational and Social Affairs of the Union, subject to the Union providing a copy of the notice to the Town prior to posting
- Union Bulletins or other information conforming to Section 6.3

B. Any notice or other information that is date-specific shall include the date by which the notice or information will be removed from the electronic bulletin board.

C. Any conforming notices posted shall only be removed by a representative of the Union or as provided in Articles 6.3 and 6.4 of this Agreement.

Section 3: No material, notices, or announcements shall be posted by the Union which contains anything adversely reflecting upon the Town of Surfside, its officials, managers, consultants or agents, its independent agencies, its employees, or any other labor organization. Any proven violation of this Article by the Union shall entitle the Town to remove the posting in violation.

### Section 4:

A. Notices or other information intended for electronic posting shall be submitted on acceptable electronic medium to the Town Manager or their designee for approval as to compliance with Section 3 before being posted. Notices or other information intended for electronic posting shall include a specific date on which the notice or information is to be automatically deleted from the electronic bulletin board. Approved materials will be posted electronically as soon as practicable.

B. To access Town facilities to update information on regular bulletin boards, AFSCME shall contact the Town Manager or designee to make arrangements to do so.



C. Where bulletin boards are locked, or otherwise inaccessible, the Town shall notify the assigned Union steward of the procedure for obtaining access. This procedure must provide the steward or other representative access to the bulletin board within a reasonable time after the request for access.

Section 5: Alleged abuse of the bulletin boards will be a matter for a special meeting or conference between the proper official of the Union, the Town Manager or their designee, and the appropriate member of the agency involved. Such meeting or conference shall be held within five (5) calendar days after receipt of a written complaint by either the Town or the Union that a violation exists.

## **ARTICLE 7 HOURS OF WORK AND OVERTIME**

**Section 1 - Work Week:** The regular workweek for employees covered by this agreement shall be established by the Town based on operating needs and efficiency.

**Section 2 - Workday:** A workday is defined as a regular recurring period of work with a fixed starting and ending time, exclusive of overtime. The normal workday for employees shall be determined by the Department Head based on the operational needs of the Department and include an unpaid thirty (30) minute meal period.

**Section 3 - Work Schedule:** Work schedules or any changes thereto showing the shifts, days, and hours of all bargaining unit employees shall be prepared and posted at least fourteen (14) calendar days in advance of their effective dates, unless waived by the effected employee(s).

**Section 4 - Time Clocks:** Non-exempt employees are required to clock in and out at the start and end of their workday and lunch break.

**Section 6 - Overtime Payment:**

A. The Town agrees that work schedules will not be changed or altered for the purpose of avoiding the payment of overtime. All hours worked in excess of forty (40) hours in a workweek will be paid in accordance with the Fair Labor Standards Act (FLSA).

B. Overtime will be paid based on actual time worked in a workweek in accordance with the Fair Labor Standards Act (FLSA).

C. There shall be no duplicating or pyramiding in the computation of overtime and nothing in this Article shall be construed to require the payment of overtime more than once for the same hours worked.

D. Employees must obtain approval from their Department Head prior to working in excess of forty (40) hours in a workweek.

**Section 7 - Breaks:**

A. All employees shall be provided two (2) fifteen (15) minute, non-waivable paid break periods per workday, one (1) in the morning and one (1) in the afternoon, which shall not be used to extend lunch or end the workday early.

B. Paid break periods shall be considered the same as time worked for the purpose of determining when overtime starts.

Section 8 - Scheduling of Overtime:

A. Overtime work shall be offered to employees based on classification seniority and shall be offered to employees who normally perform such work. Each employee shall be selected, in turn, according to their place on the classification seniority list as defined in Article 17 by rotation. The list regarding seniority for the purpose of assigning overtime shall be posted publicly for employees to view.

B. An employee requesting to be skipped when it becomes their turn to work overtime shall not be rescheduled for overtime work until their name is reached again in orderly sequence and an appropriate notation shall be made in the overtime roster.

C. In the event no employee wishes to perform the required overtime work, the Town shall assign the necessary employees required to perform the work in question.

D. The Union recognizes that work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary.

E. Each Supervisor shall maintain an overtime roster.

F. If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement, they shall be rescheduled for overtime work the next time overtime work is required, in accordance with paragraph A above.

Section 9 - Call Back Pay: An employee called for work when not regularly scheduled shall be paid a minimum of four (4) hours. Any subsequent call backs within the initial four (4) hour block shall be considered one call back.

Section 10 - Compensatory Time: A non-exempt bargaining unit employee may choose compensatory time, at time and one-half instead of overtime. Compensatory time shall be capped at eighty (80) hours. Payment of all compensatory time shall be at the last payroll of the fiscal year at the employee's current rate of pay. Request for compensatory time use must be approved by the immediate Supervisor and/or the Department Head.

**ARTICLE 8**  
**PROBATIONARY PERIOD AND TRANSFERS**

Section 1 - Probationary Period:

The probationary period for all new hires covered by this Agreement shall be twelve (12) months. An employee's probationary period shall be tolled and extended during any time period the employee is not at work performing their regular, normal duties for more than thirty (30) consecutive calendar days (e.g. sick leave, light duty, and workers' compensation leave). The probationary period will commence running only when the employee returns to their normal duties. The Town Manager has the discretion to extend the probationary period up to a maximum of six (6) months. Probationary employees shall have no right to utilize the grievance and arbitration article contained in this Agreement or any other internal Town policy or procedure for any matter concerning discharge, suspension, or other discipline.

Section 2 - Transfers:

An employee will be eligible to apply for a transfer to another position after one (1) year of continuous employment in their current position.

**ARTICLE 9  
PAID TIME FOR CIVIC DUTY**

**Section 1 - Jury Service:**

A. An employee who is legally summoned to serve on a jury shall be permitted absence with pay, minus the amount received from the courts, for the time required to perform such duty. If excused and/or released from such service, the employee should report for their regular employment. If selected to sit on a jury, the employee will be permitted the time off to perform the duties as a jurist.

B. The employee shall notify their supervisor of the jury service summons as soon as they receives it. The employee must provide both the summons and return form to Human Resources.

**Section 2 - Witness Service:**

**A. Testimony Related to Official Duties:**

An employee who is called to testify outside normal work hours in any court proceeding as a result of their normal Town duties is considered to be on duty. The employee shall be compensated at the appropriate rate for all hours engaged in such testimony with a minimum payment of four (4) hours.

**B. Testimony Unrelated to Official Duties:**

An employee who is subpoenaed to serve as a witness in a criminal or civil case to which they are not a party, shall be granted paid leave for the time they are absent during normal work hours. A copy of the subpoena must be attached to the leave request.

## ARTICLE 10 HEALTH AND SAFETY

Section 1: The Town will conform to and comply with safety, health, sanitation, and working conditions properly required by federal, state, and local law. The Town and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.

Section 2:

- A. All parties will cooperate to eliminate safety and health hazards.
- B. The Town will provide protective devices, wearing apparel, and other equipment necessary to protect employees from occupational injury or disease in accordance with established safety practices. Such practices may be improved from time to time by the Town's in-house safety representatives. The Union may submit safety recommendations from time to time.
- C. Employees are responsible for utilizing safety equipment, protective devices, apparel, and equipment when they are provided and required.
- D. Employees must follow safety rules and practices as issued by the Town. An employee's willful neglect and/or failure to obey safety regulations and to use safety devices and/or equipment shall be just cause for disciplinary action.

Section 3:

- A. An employee, who believes an assignment is abnormally dangerous or hazardous, shall immediately notify their supervisor. The supervisor will take such measures as are necessary to make the assignment consistent with health and safety guidelines.
- B. The Town shall respond in writing to written employee reports of unsafe working conditions in a timely manner. This will include keeping the affected employee informed about the status of their report.
- C. The Town will notify affected employees of major remodeling construction.

Section 4: The Town shall have a Safety Committee to discuss safety and health matters such as existing practices and rules relating to safety and health, workplace design, accident statistics and trends, personal protective equipment, safety training, potential toxic substances, first aid procedures and other safety matters. This committee will meet on a regularly scheduled basis and allow input from a Union representative. AFSCME will provide the Town with names of AFSCME bargaining unit participants.

**ARTICLE 11  
HOLIDAYS**

**Section 1 - Days Observed:**

A. The following and any other days which the Town may declare, are paid holidays:

1. New Year's Day                      January 1st
2. Martin Luther King Day            Third Monday in January
3. President's Day                      Third Monday in February
4. Memorial Day                        Last Monday in May
5. Juneteenth                            June 19th
6. Independence Day                    July 4th
7. Labor Day                              First Monday in September
8. Veteran's Day                        November 11th
9. Thanksgiving Day                    Fourth Thursday in November
10. Friday after Thanksgiving        Day after Thanksgiving
11. Christmas Day                      December 25th
12. Three (3) Personal Days

B. When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.

**Section 2 - Holiday on Workday:**

A. Employees who work on a holiday shall receive their regular hourly rate of pay in addition to holiday pay for all hours worked on that holiday.

B. An employee who is scheduled to work on the day observed as a holiday and calls in sick will be charged sick leave hours and not receive holiday pay for that day.

**Section 3 - Holiday on Leave Day:**

A. Holidays which occur during Vacation Leave shall be charged to Holiday Leave and not to Vacation Leave.

B. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.

C. If an observed holiday falls on the employee's normal day off, the employee will receive pay for the holiday.

**ARTICLE 12  
REVIEW OF ASSIGNED DUTIES**

**Section 1 - Working Out of Classification:**

Assignment of employees to responsibility for work of another classification or position shall be limited to a period of six (6) months and shall be to temporarily replace employees on leave or to perform work of a vacant position until it can be filled. Employees so assigned, for twenty (20) days shall receive a three and one half percent (3.5%) pay additive to their base rate of pay starting on the twenty-first (21<sup>st</sup>) day and continuing for the duration of the time they are performing the duties of that classification.

**Section 2 - Changes to Position Duties and Responsibilities:**

In instances where the Union or the department head believe that the responsibilities of a position may have changed over time, the Town will review the duties assigned to that position, for the purpose of determining if the position is properly classified. In situations where the position is evaluated at a higher level, if the incumbent meets the promotional requirements of the position and the department head certifies that the current incumbent has been performing the higher-level work at the full performance level or above for at least six (6) months, the following action shall be taken:

A. The employee shall be reclassified to the position in which the employee has been performing the duties of and the employee to receive the three and one half percent (3.5%) pay additive retroactive to the twenty-first (21<sup>st</sup>) day in which the employee started doing the duties of the higher classification if not already provided.

**Section 3 – Classifications:**

A. When establishing a new classification within the bargaining unit, the Town will notify the Union in writing.

B. The Town shall notify the Union of any revisions to the class specifications or changes to the pay grade for any classification that is currently in the certified bargaining unit prior to the implementation of those revisions. The Union may submit comments about the revisions within ten (10) working days of the date of the Town's notice.

C. The Town will notify the Union of any job abolishment in the bargaining unit at least thirty days (30), if possible, but at least prior to implementation.

D. If the Town creates a new position that AFSCME believes should be in their bargaining unit, the parties agree that it may be submitted to the Florida Public Relations Commission (PERC) for resolution.



**ARTICLE 13  
DISCIPLINE AND DISCHARGE**

**Section 1 – Discipline:**

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon a non-probationary employee may be processed as a grievance through the grievance procedure in this agreement. A non-probationary employee may initiate the grievance procedure pertaining to disciplinary action contained in this agreement or that of the Personnel Appeals Board, however the employee may not appeal under both procedures and may not switch once the grievance is initiated under the chosen procedure. If the employee chooses to appeal the discipline through the Personnel Appeals Board, that employee must have completed two (2) years of service. If the Town has reason to reprimand an employee, it shall be done in a private manner that will not embarrass the employee before other employees or the public. An employee may request to have a Union Representative present during questioning if they believe the investigation may lead to disciplinary action against the employee. An interview will not be postponed for more than two (2) business days to allow for the presence of a Union Representative. Any evidence presented at a disciplinary hearing shall be in accordance with the accepted rules of evidence. Each employee shall be furnished with a copy of all performance evaluation or disciplinary entries in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel records shall be disclosed to the employee upon his request. Union Representatives may request the employee's personnel records in accordance with the Public Records Act. The Town will initiate disciplinary action in a timely manner.

A. Counseling – The employee is counseled by their supervisor regarding the inappropriate conduct and advised of the need for corrective action. A brief written record of the conversation should be prepared and signed by both the supervisor and employee and placed in the employee's personnel file.

B. Written Reprimand – This is a written record of a Disciplinary Action, which may or may not follow previous Counseling efforts. This shall include the purpose of the reprimand, the expected action(s) to be taken, and a copy will be placed in the employee's personnel file. The record shall include a place for employee comment and should be signed by both the supervisor and employee. If employee refuses to sign the reprimand, supervisor will note such.

C. Suspension Without Pay – This is an ordered absence from duty without pay for a prescribed period and may be used when evidence of violation of policy, rules, regulations, laws, and/or safety standards or inappropriate behavior or conduct is conclusive and substantiated. This Disciplinary Action, which may or may not follow previous Counseling or Written Reprimands, will be documented and a copy will be placed in the employee's personnel file.

D. Involuntary Demotion – The movement of the employee from their present position to one with a lower salary due to misconduct and/or unsatisfactory performance. An employee involuntarily demoted will have their rate of pay reduced by five percent (5%) or to the maximum of the pay range for the lower classification, whichever is greater. An employee that does not satisfactorily

complete their promotional probation will be placed back in their prior position and rate of pay. Under no circumstance shall the demoted employee receive a rate of pay at or above their current rate of pay.

E. Dismissal – Involuntary termination from employment.

F. The Town will follow a policy of corrective and progressive discipline by which lesser severe forms of discipline are imposed prior to the imposition of more severe sanctions for the same or similar conduct of the employee, unless egregious conduct warrants a higher level of discipline.

G. When any disciplinary action more severe than counseling is intended, the Town shall, before or at the time such action is taken, notify the employee in writing of the specific reasons for such actions.

**Section 2 - Informal Hearing to be Given Prior to Suspension or Dismissal:**

Prior to effecting any suspension or dismissal of any employee as provided in these rules, the employee is to be given a pre-hearing by the Department Head or his designee in which the employee shall be allowed to respond to the charges made against him. Should the employee elect to have union representation, the Union's representative shall be allowed to participate in the Informal Hearing.

Procedure: The pre-hearing is to be informal and conducted by the Department Head or designee without extensive witnesses or court reporters. Notes on the hearing are to be made and witnessed whenever possible. These notes will be submitted to Human Resources and will become part of the employee's file. Prior to the pre-hearing the employee shall be given a statement of the specifications of charges. The employee shall be given at least five (5) working days prior to the hearing to study the charges and prepare for the pre-hearing, at which time the employee shall have the right to representation of his choice. The Department Head or designee shall conduct the pre-hearing and shall give due consideration to the contents of the employee's rebuttal before initiating the required personnel action papers. The Department shall inform the employee of his right of appeal or grievance.

**Section 3 - Right to Grieve:** The Union or the employee shall have the right to initiate a grievance on a suspension or discharge at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary.

**Section 4 - Counseling and Reprimands:** Counseling and written reprimands will not be considered for purposes of progressive discipline if more than two (2) years have passed since the employee last received a counseling or written reprimand.

**ARTICLE 14  
GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1:** A grievance is defined as a dispute involving the interpretation or application of the specific provisions of this Agreement. All grievances must be reduced to writing.

**Step 1.** The Union Steward, with the employee, shall take up the grievance or dispute with the employee's immediate Supervisor within ten (10) calendar days of the date of the incident or the employee's knowledge of its occurrence. The immediate Supervisor shall attempt to adjust the matter and shall respond in writing to the Steward within ten (10) calendar days after meeting with the aggrieved employee.

Immediate Supervisor is defined as the individual responsible for work assignments, evaluations, discipline, etc. of an aggrieved employee.

The grievant must submit the grievance on the official grievance form, as provided by the Union, to include each article and section of the contract that has been violated and the grievant's statement of resolution.

If the Union decides not to represent the grievant at any step, the grievant will still follow the grievance procedure as outlined in the Union Agreement.

**Step 2.** If the employee is not satisfied with the written decision of the immediate Supervisor in Step 1, within ten (10) calendar days, the grievant or his Union Representative shall submit the grievance in writing to the appropriate Department Head or designee. The Department Head or designee shall meet with the aggrieved employee and reply in writing within ten (10) calendar days, after meeting with the aggrieved employee.

**Step 3.** If the grievance is still unsettled, the grievant or the Union Representative shall within ten (10) calendar days after the reply of the Department Head, submit the grievance to the Town Manager or designee.

The Town Manager or designee shall meet with the employee and the Union representative, or with grievant if not being represented by the Union, to discuss a solution of the grievance and shall communicate a decision in writing to the employee and the employee's representative ten (10) calendar days following the meeting with the aggrieved employee at Step 3.

**Step 4.** If the grievance is still unsettled either party may within ten (10) calendar days after the reply of the Town, by written notice to the other, request arbitration. Failure to communicate the decision within the specified time limit shall permit the employee, or the Union, to proceed to the next step.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Town and the Union. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of seven (7) arbitrators. This action shall be taken within thirty (30) calendar days by the party requesting arbitration. Both the Town and the Union shall have the right to strike three (3) names from the panel. The party requesting

arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator. The arbitrator shall not have the power to add to, subtract from, modify or alter, the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine their decision solely to the interpretation or application of the agreement. The arbitrator shall not have authority to determine any other issues not submitted to them. The decision of the arbitrator shall be final and binding on the parties to the extent provided by law, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. The cost and expense incurred by the impartial arbitrator shall be shared equally by the parties involved in the arbitration procedure. The parties shall bear the cost of their own witness and legal fees. The cost for secretarial duties and a transcript, if requested, shall be shared equally.

#### Section 2 - Rules for Processing Grievances:

A. In the event a grievance arises, the employee must submit the grievance, in writing to their immediate Supervisor within ten (10) calendar days after having knowledge of the grievance. However, if the incident occurred while the employee was on an excused absence and they had no knowledge of it until their return to work, the ten (10) calendar days period shall begin on their first scheduled workday following the return from the absence.

B. A grievance not appealed by the employee from one step to the next within the specified time limits shall be considered settled based on the last answer unless such time limits are extended by mutual agreement. Failure on the part of Management to answer within the time limit set forth in any step shall entitle the employee to advance the grievance to the next step.

C. The Union may file a "class action" grievance, provided such filing specifically identifies the class/members to whom such grievance applies. This will be designated as a Union Grievance.

D. No matter shall be entertained as a grievance hereunder unless it is raised within the timeframe provided in Section 2.A.

E. An exception to the above timeframe shall be made in the instance of an employee's suspension or dismissal, which shall be entered as a written grievance in Step 3 of the grievance procedure within fifteen (15) calendar days of the employee receiving written notification of their suspension or dismissal.

F. All time limits set forth in this Article may be extended by mutual consent in writing, but if not so extended the time limits will be strictly observed.

G. Union grievances filed on behalf of the Union, will be signed by the designated Steward or appropriate Officer, and shall follow the procedure as set forth in this article except where the problem occurs at a specific level of supervision, in which case the grievance will be submitted at the appropriate Step.

H. Nothing in this Article shall be construed to prevent any employee from presenting his own grievance.

I. Any time spent by the grievant, stewards, or witnesses during a grievance hearing in attendance with management up through and including Step 4, will be permitted at no loss of pay during working hours.

J. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply. The Arbitrator shall have the authority to issue subpoenas for the appearance of witnesses. Such subpoenas shall be enforceable through the processes set forth under Florida law.

K. The Union bargains for all positions covered by the certification but the Union does not have to represent a non-dues-paying member. A Union member must pay dues for a minimum of sixty (60) days prior to request for representation. The Union reserves the right to pursue issues pertaining to the safety, health, and welfare of all classifications, whether the bargaining unit employee is a due paying member or not. The Union also reserves the right not to represent a bargaining unit employee that is suspended or terminated if the employee is not a due paying member. All public employees shall have the right to a fair and equitable grievance procedure administered without regard to membership or non-membership in any organization, except that certified employee organizations shall not be required to process grievances for employees who are not members of the organization. (Florida Statutes, Title XXXI, Labor, Chapter 447, Labor Organizations, 447.401 – Grievance Procedures.)

**ARTICLE 15  
PHONE AND EQUIPMENT ALLOWANCE**

**Section 1 - Mobile Phone:**

The Town may issue certain employees a mobile phone if the use of one is an integral part of the performance of their job duties. The issuance of a mobile phone will be at the Department Head and Town Manager's discretion. All policies in the Handbook pertaining to the use of the Town issued mobile device shall be adhered to. The Town will not issue stipends for the use of personal mobile phones.

**Section 2 - Equipment:**

The Town will provide the necessary equipment required for the performance of job duties. The Town will not issue any allowance to employees for the individual purchase of tools or equipment.

**ARTICLE 16  
EDUCATION ASSISTANCE**

**Section 1 – Tuition Reimbursement:**

A. Employees may apply and receive approval for partial tuition reimbursement of college courses. Courses must be from an accredited public or private academic institution, directly related to an employee's particular job, position or assignment, and taken for academic credit towards a degree. The reimbursement is conditioned upon achieving a grade of "C" or better, or its equivalent, and is limited to one-half of the tuition cost of a similar course at a State University. Tuition reimbursement will apply on to tuition cost and it will exclude any scholarship, grant or the like. Reimbursement will not cover application fees, testing of any kind and/or other fees.

B. Employees must attend pre-approved courses on their own time and not during their respective regular working hours.

C. An employee who receives a tuition reimbursement shall remain employed by the Town for a minimum of twelve (12) months from the date of completion of any college course for which the Town has provided the employee a reimbursement. If the employee voluntarily leaves the employment of the Town prior to the expiration of this time period, the amount of all college tuition received in the prior twelve (12) months will be deducted from the employees final pay check.

**Section 2 – Training:** Employees may apply and receive approval from the Town Manager and Department Head for job related training, up to the IRS limit.

**Section 3 – Funding:** Education and training reimbursement is contingent on annual funding availability.

**Section 4 – Supplemental Pay:** There shall be no supplemental pay for the attainment of a degree, certification, or training.

**ARTICLE 17**  
**SENIORITY, DEMOTIONS, LAYOFF AND RECALL**

**Section 1 - Definitions:**

A. **Seniority:** Is hereby defined as the employee's length of continuous service after initial date of employment by the Town. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

B. **Classification Seniority:** Classification Seniority is defined as the length of continuous service in a specific job classification within the bargaining unit.

C. **Seniority Rosters:** In the event a layoff in classifications represented by this Agreement, the Town shall prepare and post on all union bulletin boards seniority rosters for the bargaining unit. Two (2) copies of the roster shall be furnished to the Union. The rosters will list each employee in the order of seniority and reflect each employee's date of classification seniority. When two (2) or more employees have the same seniority or classification seniority date, their seniority position shall be determined by the date and time of original application for their respective job with the Town.

**Section 2 – Demotions:**

A. The term demotion, as used in this provision, means reassignment from a position in one job classification to a position in a lower paying job classification within the bargaining unit for which the employee is qualified.

B. Demotions may be made to avoid laying off employees. In cases involving demotions to avoid a layoff, the employee involved shall have the right to elect which alternative he or she will take, either the demotion or the layoff.

C. No demotion shall be for disciplinary reasons except that if any employee through his own fault fails to satisfactorily meet performance expectations or fails to continue to meet the job description qualifications of the position for which he was employed or to which he was promoted, then demotion for disciplinary reasons may be considered. Involuntary demotions resulting from disciplinary action under this Section will result in a five percent (5%) pay decrease and are grievable for non-probationary employees under Article 14.

**Section 3 – Layoff:**

A. In the event of a layoff affecting the bargaining unit, the Town shall give notice to the Local Union President at least thirty (30) calendar days prior to the effective date of such action. The Town will meet with the Union to discuss the effect of the layoff on the employee(s) involved.



B. In the event of layoff or reduction in force, employees shall be laid off in the inverse order of seniority within the classification. No regular employee within a job classification shall be laid off until all probationary, temporary, provisional, or emergency employees, or trainees in the same classification are laid off first.

C. Employees requesting transfers to vacant position to avoid layoff shall be transferred to other job classifications within the bargaining unit for which they qualify. Employees who transfer to another position to avoid layoff shall have no change in annual review date and shall not serve a probationary period.

D. Regular employees who have been laid off shall have preference for any intermittent or declared seasonal vacancy in the class from which the employee was laid off if the employee so desires.

E. An employee laid off from work for twelve (12) months or less shall retain seniority during layoff period.

Section 4 - Layoff Lists:

A. The names of laid off or transferred employees shall be placed on a re-employment list for a period of twelve (12) months.

B. No employee shall be removed from the re-employment list because of refusal to report to work, except in the classification from which they were laid off.

Section 5 – Recall:

A. Regular employees shall be recalled from layoff in the order in which their names appear on the re-employment list for the class and employment status from which they were laid off. An employee shall be notified of recall by certified mail (return receipt requested) sent to the employee's last known address at least fourteen (14) calendar days prior to the reporting date. The employee shall notify the Town by certified mail (return receipt requested) within seven (7) calendar days of receipt of notification of intent to return to work and shall report for work on the reporting date unless other arrangements are made. Alternatively, the employee may be notified via phone call along with notification to the Union President at least fourteen (14) calendar days prior to the reporting date. The employee may notify the Town via phone call of the intent to return to work within five (5) calendar days of the Town's recall phone notification and shall report for work on the reporting date unless other arrangements are made.

B. Vacancies not filled by recall shall be offered to employees on layoff from higher classifications before any new employee is hired.

Section 6 - Individual Work Schedules: Work schedule changes initiated by the Town, affecting an individual employee shall be in accordance with classification seniority.

Section 7 - Application of Seniority: The application of seniority other than as set forth elsewhere in this Agreement shall be subject to negotiations in supplemental agreements to this Agreement.

**ARTICLE 18**  
**DRUG FREE WORKPLACE PROGRAM**

The Town agrees to consult with the Union prior to implementing any changes to the Town's Drug Free Workplace Program.

**ARTICLE 19**  
**PERFORMANCE EVALUATIONS**

Performance evaluations will be conducted annually by the employee's immediate supervisor. Employees will be notified in writing, of any deficiencies that could result in a below satisfactory rating within specific categories to allow the employee to make necessary improvements prior to the annual evaluation being conducted. Employees will receive coaching and meaningful feedback throughout the course of the evaluation cycle. Performance evaluations will not be done in an arbitrary or capricious manner. An overall performance evaluation rating of conditional or unsatisfactory shall negate a wage increase and the employee shall be re-evaluated in three (3) months to check for progress in the substandard performance. Once the employee achieves a rating that is satisfactory or above they will receive a wage increase. The wage increase shall be effective upon the aforementioned rating and shall not be retroactive. An employee who is rated below satisfactory shall receive an Improvement Plan specifying the areas of performance that must be improved.

**ARTICLE 20  
TRAINING**

The Town may institute and establish new training methods and require employees, at the Town's expense, to attend training in various subject areas. Failure of the employee to complete such training will subject them to discipline. The Town shall notify the employee of the required core training program by September 1<sup>st</sup> of the current year. If the employee fails to complete the required training program prior to August 31<sup>st</sup> of the following year, the employee's wage increase will not become effective until completion of the program. If the employee completes the program by August 31<sup>st</sup> the employee will receive four (4) bonus vacation hours, to be credited in the first pay period of September and subject to the maximum allowable carry over from one calendar year to the next.

**ARTICLE 21  
LEAVE TIME**

**Section 1 - Vacation Leave:**

Bargaining unit employees shall be provided vacation leave to be used throughout the year upon approval of their immediate supervisor. Vacation leave will not be unreasonably denied. Vacation leave will be accrued based on the following:

<u>Years of Service</u>	<u>Vacation Leave Accrual</u>
0 – 5 Years	10 days (80 hours)
6 – 10 Years	15 days (120 hours)
11 – 15 Years	17.5 days (140 hours)
16 – 20 Years	20 days (160 hours)
21+ Years	22.5 days (180 hours)

Employees will be permitted to roll over three hundred (300) hours each year and are required to use all hours in excess of three hundred (300) hours before December 31<sup>st</sup> or those additional hours will be forfeited.

Upon separation with the Town, an employee will be paid out all unused vacation leave up to three hundred (300) hours. Employees are able to cash out up to eighty (80) hours of vacation leave each calendar year. A written payment request must be submitted to Human Resources by September 1<sup>st</sup> for payment with the last pay period of the current fiscal year. The employee's remaining accrued vacation leave hours may not be less than eighty (80) hours at the time of payout.

Full-time employees may not use any accrued vacation leave until the completion of six (6) months of employment with the Town, unless approved in advance by the Town Manager.

**Section 2 - Sick Leave:**

Sick leave shall be earned at a rate of one (1) day per month based on a forty (40) hour workweek and added to the employee's sick leave bank. Unused sick leave shall roll over to the following year and accumulate to 1050 hours.

Sick leave may be used for personal illness, doctor appointments or personal injury, as well as the personal illness, doctor appointments or personal injury of an immediate family member. A doctor note can be requested by an employee's supervisor if that employee has been out for more than three (3) consecutive sick days. The employee shall provide such requested doctor's note to Human Resources, who will then notify the supervisor of receipt.

Employees who terminate employment prior to completion of ten (10) years of service will not be compensated for any accumulated sick leave. Employees who terminate employment after completion of ten (10) years of continuous service will be compensated for thirty-five percent (35%) of their accumulated sick leave. Accumulated sick leave shall be paid at the rate being earned at the time of termination, or resignation, as applicable. Employees who are terminated by the Town as a result of disciplinary action shall not be paid for any accumulated sick leave.

Employees who retire under “normal retirement” as that term is defined in the Town’s pension plan, shall be compensated for sixty percent (60%) of their accumulated sick leave.

Section 3 - Bereavement Leave:

Employees shall be granted time off with pay to arrange the funeral of or pay final respects to an immediate family member. Employees will be provided three (3) days off with pay for bereavement or five (5) days if out of State travel is necessary.

Immediate family is defined as, father, mother, father in-law, mother in-law, spouse, child, grandchild, grandparents, sister, brother, brother in-law or sister in-law. At the discretion of the Town Manager, bereavement leave may be granted for other individuals that are not an employee’s immediate family member.

## **ARTICLE 22 BENEFITS**

### **Section 1 – Insurance:**

The Town will cover the cost of single coverage in the high deductible plan for the duration of this agreement. The Town will offer dependent care coverage at a reduced cost.

### **Section 2 – Retirement:**

All current Town retirement plans offered to employees covered under this agreement will remain unchanged for the duration of the agreement, unless otherwise statutorily required.

### **Section 3 – Preservation:**

A. This Agreement constitutes the entire Agreement between the parties and no other written or verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

B. Therefore, the Town and AFSCME, for the term of this Agreement, agree that AFSCME does not waive its right to impact bargaining in accordance with the law. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

C. Unless explicitly provided for in this Agreement, the Town will not seek to diminish or impair during the terms of this Agreement any benefit or privilege provided by law, rule or regulation, beneficial and past practices to employees without prior notice to the Union and without negotiations with the Union.

**ARTICLE 23  
LONGEVITY**

**Section 1 – Longevity Bonus:** Bargaining Members are eligible to receive longevity bonus on the anniversary of their uninterrupted full-time employment as follows:

<u>Years of Service</u>	<u>Longevity Bonus</u>
Beginning the 7 <sup>th</sup> year	\$1,000
Beginning the 11 <sup>th</sup> year	\$1,250
Beginning the 15 <sup>th</sup> year	\$1,500
Beginning the 20 <sup>th</sup> year	\$1,750

**Section 2 – Performance Evaluation:** To move from one longevity step to the next higher step, employees must demonstrate satisfactory performance. Failure to achieve a satisfactory performance evaluation will result in an employee remaining at their current longevity step until performance objectives are met and the overall performance improves to satisfactory. An employee who does not achieve a satisfactory performance evaluation will be provided with the Improvement Plan as contained in Article 19.

**Section 3 – Anniversary Date:** Anniversary dates shall be adjusted by the Town, due to any leaves and suspensions without pay.



**ARTICLE 24  
WAGES**

**Section 1 - Initial Step Placement:**

Upon ratification of this agreement, all current bargaining unit employees will be placed in the appropriate step in Appendix A based on the following years of service:

1 to 4 years of service –	Step 1
5 to 9 years of service –	Step 2
10 to 14 years of service –	Step 3
15 to 19 years of service –	Step 4
20 to 24 years of service –	Step 5
25 to 29 years of service –	Step 6
30 to 34 years of service –	Step 7
35+ Years of Service –	Step 8

No employee will be placed in a step that would be a pay decrease for the employee. After initial placement in the appropriate step, employees will receive a wage increase at the beginning of each fiscal year for the duration of this Agreement upon receiving a satisfactory performance evaluation.

**Section 2 - Employees Hired after Step Placement:**

All employees hired after the initial step placement of current employees, will start at the minimum wage range in Appendix B and receive a wage increase each year at the beginning of each fiscal year for the duration of this Agreement upon receiving a satisfactory performance evaluation. The Town Manager retains discretion to hire an employee at twenty percent (20%) above the range minimum.

**Section 3 – Wage Increase:**

A. Employees will be granted a 6% wage increase on October 1, 2022. On October 1, 2023, employees will be granted a 4% wage increase. On October 1, 2024, employees will be granted a 3% wage increase. The wage ranges will increase pursuant to the wage increase that is approved each year pursuant to the collective bargaining agreement at the minimum and maximum of the range.

B. Wage increases shall be granted upon the employee receiving a satisfactory performance evaluation for the review period, pursuant to Article 19.

**ARTICLE 25**  
**SEVERABILITY**

This agreement is subject to all federal, state and local laws. In the event any article, section, or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the court's decision. Upon request of either party, the parties agree to meet for the purpose of negotiating a substitute for that specific article, section, or portion thereof. All other articles, sections, and portions of this Agreement shall remain valid and enforceable.

**ARTICLE 26  
DURATION OF AGREEMENT**


This Agreement shall be effective as of October 1, 2022 and shall remain in full force and effect until September 30, 2025. This agreement shall remain in full force and effect during the period of negotiations, or until notice of termination is provided to the other party.

IN WITNESS WHEREOF, these parties hereto have set their hands this 30th day of September, 2022.

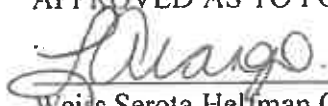
FOR THE UNION:

  
\_\_\_\_\_  
Christopher Serrano  
Council 79 Representative

FOR THE TOWN:

  
\_\_\_\_\_  
Andrew Hyatt  
Town Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Weiss Serota Hellman Cole & Bierman, P.L.  
Town Attorney

Ratified by the Town Commission by Resolution # 22-2923 on September 28<sup>th</sup>, 2022.  
Ratified by the AFSCME bargaining unit on September 13, 2022.

**APPENDIX A  
STEPS**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Accountant	\$65,082.23	\$68,336.34	\$71,753.16	\$75,340.82	\$79,107.86	\$83,063.25	\$87,216.41	\$91,577.23
Beach Patrol/ Litter custodian	\$36,936.90	\$38,783.74	\$40,722.93	\$42,759.07	\$44,897.03	\$47,141.88	\$49,498.97	\$51,973.92
Building Permit Clerk I	\$43,049.91	\$45,202.41	\$47,462.53	\$49,835.65	\$52,327.44	\$54,943.81	\$57,691.00	\$60,575.55
Building Permit Clerk II	\$45,884.30	\$48,178.52	\$50,587.44	\$53,116.82	\$55,772.66	\$58,561.29	\$61,489.35	\$64,563.82
Building Permit Clerk III	\$47,726.95	\$50,113.29	\$52,618.96	\$55,249.91	\$58,012.40	\$60,913.02	\$63,958.68	\$67,156.61
Code Compliance Officer I	\$41,273.67	\$43,337.35	\$45,504.22	\$47,779.43	\$50,168.40	\$52,676.82	\$55,310.66	\$58,076.20
Code Compliance Officer II	\$43,337.35	\$45,504.22	\$47,779.43	\$50,168.40	\$52,676.82	\$55,676.82	\$58,076.20	\$60,980.01
Code Compliance Officer III	\$45,054.35	\$47,304.96	\$49,670.21	\$52,153.72	\$54,761.41	\$57,499.48	\$60,374.45	\$63,393.18
Custodian	\$31,200.00	\$32,760.00	\$34,398.00	\$36,117.90	\$37,923.79	\$39,819.98	\$41,810.98	\$43,901.53
Customer Service Rep	\$42,186.45	\$44,406.79	\$46,743.99	\$49,204.20	\$51,664.41	\$54,247.63	\$56,960.01	\$59,960.01
General Service Worker	\$39,775.42	\$41,764.19	\$43,852.40	\$46,045.02	\$48,347.27	\$50,764.63	\$53,302.86	\$55,968.01
Lifeguard	\$42,635.82	\$44,767.61	\$47,005.99	\$49,356.29	\$51,824.11	\$54,415.32	\$57,136.08	\$59,992.89
Maintenance Worker I	\$36,729.41	\$38,662.54	\$40,697.41	\$42,839.39	\$44,981.35	\$47,230.42	\$49,591.94	\$52,071.54
Maintenance Worker II	\$38,001.60	\$39,901.68	\$41,896.76	\$43,991.60	\$46,191.18	\$48,500.74	\$50,925.77	\$53,472.06
Maintenance Worker III	\$41,600.00	\$43,680.00	\$45,864.00	\$48,157.20	\$50,565.06	\$53,093.31	\$55,747.97	\$58,535.37
Mechanic	\$47,984.47	\$50,509.96	\$53,168.38	\$55,826.79	\$58,618.13	\$61,549.04	\$64,626.49	\$67,857.82
Parking Enforcement Officer	\$39,366.60	\$41,334.93	\$43,401.67	\$45,571.76	\$47,850.34	\$50,242.86	\$52,755.00	\$55,392.75
Payroll/Accounts Payable Specialist	\$49,004.10	\$51,583.26	\$54,298.17	\$57,155.97	\$60,164.18	\$63,172.39	\$66,331.00	\$69,647.56
Program and Events Coordinator	\$41,600.00	\$43,680.00	\$45,864.00	\$48,157.20	\$50,565.06	\$53,093.31	\$55,747.97	\$58,535.37
Public Safety Specialist	\$41,600.00	\$43,680.00	\$45,864.00	\$48,157.20	\$50,565.06	\$53,093.31	\$55,747.97	\$58,535.37
Public Works Coordinator	\$45,887.92	\$48,182.31	\$50,591.43	\$53,121.00	\$55,777.05	\$58,565.90	\$61,494.20	\$64,568.91
Records Technician/ Assistant to Town Clerk	\$49,036.46	\$51,617.33	\$54,334.03	\$57,193.72	\$60,053.40	\$63,056.07	\$66,208.88	\$69,519.32
Recreation Leader I	\$31,200.00	\$32,760.00	\$34,398.00	\$36,117.90	\$37,923.79	\$39,819.98	\$41,810.98	\$43,901.53

**APPENDIX A (Continued)**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Recreation Leader II	\$36,561.19	\$38,485.46	\$40,511.01	\$42,536.56	\$44,663.38	\$46,896.55	\$49,241.38	\$51,703.45
Refuse Collector	\$38,241.84	\$40,153.93	\$42,161.62	\$44,269.71	\$46,483.19	\$48,807.35	\$51,247.72	\$53,810.10
Solid Waste Refuse Truck Operator I	\$38,489.82	\$40,515.60	\$42,541.38	\$44,668.44	\$46,901.87	\$49,246.96	\$51,709.31	\$54,294.77
Solid Waste Refuse Truck Operator II	\$41,751.18	\$43,948.61	\$46,261.70	\$48,574.78	\$51,003.52	\$53,553.70	\$56,231.38	\$59,042.95
Heavy Equipment Operator	\$43,680.00	\$45,864.00	\$48,157.20	\$50,565.06	\$53,093.31	\$55,747.97	\$58,535.37	\$61,462.14

**APPENDIX B  
WAGE RANGE**

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
Accountant	\$52,782.01	\$74,916.46
Beach Patrol/ Litter custodian	\$36,936.90	\$51,973.92
Building Inspector/ Plans Examiner	\$71,375.12	\$98,200.20
Building Permit Clerk I	\$43,049.91	\$60,575.55
Building Permit Clerk II	\$45,884.30	\$64,563.82
Building Permit Clerk III	\$47,726.95	\$67,156.61
Code Compliance Officer I	\$41,273.67	\$58,076.20
Code Compliance Officer II	\$43,337.35	\$60,980.01
Code Compliance Officer III	\$45,054.35	\$63,393.18
Custodian	\$31,200.00	\$43,901.53
Customer Service Rep	\$42,186.45	\$59,960.01
General Service Worker	\$39,775.42	\$55,968.01
Heavy Equipment Operator	\$43,680.00	\$61,462.14
Lifeguard	\$42,635.82	\$59,992.89
Maintenance Worker I	\$36,729.41	\$52,071.54

**APPENDIX B (Continued)**

Maintenance Worker II	\$38,001.60	\$53,472.06
Maintenance Worker III	\$41,600.00	\$58,535.37
Mechanic	\$47,984.47	\$67,857.82
Multi-Media Communication Specialist	\$51,100.38	\$80,160.61
Parking Enforcement Officer	\$39,366.60	\$55,392.75
Payroll/Accounts Payable Specialist	\$49,004.10	\$69,647.56
Program and Events Coordinator	\$41,600.00	\$58,535.37
Public Safety Specialist	\$41,600.00	\$58,535.37
Public Works Coordinator	\$45,887.92	\$64,568.91
Records Technician/ Assistant to Town Clerk	\$49,036.46	\$69,519.32
Recreation Leader I	\$31,200.00	\$43,901.53
Recreation Leader II	\$36,561.19	\$51,703.45
Refuse Collector	\$38,241.84	\$53,810.10
Solid Waste Refuse Truck Operator I	\$38,489.82	\$54,294.77
Solid Waste Refuse Truck Operator II	\$41,751.18	\$59,042.95

**APPENDIX C  
AFSCME UNIT CLASSIFICATIONS**

Classification Title

Accountant

Beach Patrol/Litter Custodian

Building Inspector/Plans Examiner\*\*

Building Permit Technician I\*

Building Permit Technician II\*

Building Permit Technician III\*

Code Compliance Officer I

Code Compliance Officer II

Code Compliance Officer III

Custodian

Customer Service Rep

General Service Worker

Heavy Equipment Operator\*\*

Lifeguard

Maintenance Worker I

Maintenance Worker II

Maintenance Worker III

Mechanic

Multi-media Communications Specialist\*\*

Parking Enforcement Officer

Payroll/Accounts Payable Specialist



## **APPENDIX C (Continued)**

**Program and Events Coordinator**

**Public Safety Specialist**

**Public Works Coordinator**

**Records Technician/Assistant to Town Clerk**

**Recreation Leader I**

**Recreation Leader II**

**Refuse Collector**

**Solid Waste Refuse Truck Operator I**

**Solid Waste Refuse Truck Operator II**

**\*Title change from Building Permit Clerk I, II, III**

**\*\*Unit Clarification Addition**

AGREEMENT  
BETWEEN  
THE TOWN OF SURFSIDE, FLORIDA  
AND THE  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE  
October 1, 2022 through September 30, 2025

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## **PREAMBLE**

THIS AGREEMENT is entered into by the Town of Surfside, Florida, hereinafter referred to as the "Employer" or "Town", and the Florida State Lodge Fraternal Order of Police, hereinafter referred to as the "FOP" or "Union", for the purpose of promoting harmonious relations between the Town and the Union, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work and other conditions of employment.

**ARTICLE 1.**

**RECOGNITION, STRIKES AND LOCKOUTS**

1.1 The Town hereby recognizes the FOP as the sole and exclusive collective bargaining agent as to wages, hours and all other terms and conditions of employment for the following bargaining unit as certified by the Public Employees Relations Commission (PERC), Certification No. 1180, and Order No. RC-97-032:

**INCLUDED:** All employees in the classifications of Sergeant, Police Officer, Communications Supervisor and Communications Operator.

**EXCLUDED:** Chief of Police, Captain, Lieutenant, and all other employees of the Town of Surfside.

1.1.1. Any changes in the bargaining unit shall only be made upon proper application to PERC and/or an appropriate court of competent jurisdiction.

1.2 There will be no strikes, work stoppages, slowdowns, boycotts, concerted failure, or refusal to perform assigned work or other actions contained within the definition of a strike under Section 447.203(6), Florida Statutes, by the employees covered under this Agreement, and there will be no lockout by the Town for the duration of this Agreement. The FOP supports the Town fully in maintaining efficient operations. For the purposes of this clause, claimed illness by one-third (1/3) or more of the bargaining unit employees eligible for duty followed by claimed illness on the part of one-third (1/3) or more of those contacted as replacement personnel shall constitute prima facie evidence of concerted failure or refusal to perform.

1.2.1 Any employee who participates in or promotes a strike, work stoppage, slowdown, boycott, concerted failure or refusal to perform assigned work or any other actions contained within the definition of a strike under Section 447.203(6), Florida Statutes may be disciplined or discharged by the Town, and the sole and exclusive jurisdiction to review such discipline or discharge shall be determined by the Town Manager.

1.2.2 The parties agree that the Town is responsible for and engaged in activities which are the basis of the health, safety and welfare of the citizens of the Town and the public at large. In the event of any violation of this Article by either a Town employee or a Union employee, official or representative, the Town shall be entitled to seek and obtain immediate injunctive relief in a court of competent jurisdiction and utilize any other legal remedies provided for in Section 447.507, Florida Statutes.

1.2.3 The Union, its officers and representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the strike prohibitions contained in Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article I, Section 6, including the responsibility to remain at work and to publicly disavow the strike during any interruption which may be initiated by other employees covered by this Agreement, and to encourage and direct other employees that are violating this Article to return to work.

## **ARTICLE 2.**

### **MANAGEMENT RIGHTS**

2.1 The Town has and will continue to retain, whether exercised or not, the right to operate, manage and direct its operations and all, powers and authority, not officially relinquished, abridged or limited by the express provisions of this Agreement. The Town shall have the sole, unilateral and unquestioned right, responsibility and prerogative to manage the affairs of the Town and direct the work forces, including, but not limited to, the following:

2.1.1 To determine the acquisition, care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town;

2.1.2 To establish or continue the mission, purpose, objectives, policies, practices and procedures for the conduct of the Town business, operation of the Police Department and other departments, and, from time to time, to change or abolish such policies, practices or procedures;

2.1.3 To discontinue processes or operations or to discontinue their performance by employees;

2.1.4 To select, determine and assign the number and types of employees required to perform the Town's operations, to meet the needs of the Town and the Department;



2.1.5 To employ, transfer, promote, demote, layoff, discipline, terminate, or otherwise relieve employees from duty for lack of work or for any legitimate reason when it shall be in the best interest of the Town or the Department;

2.1.6 To prescribe and enforce reasonable rules and regulations for the maintenance of ethical and professional standards, and for the performance of work, services to be offered to the public, control and discretion over the operation of the Police Department and its employees, the regulation of off-duty law enforcement duties for non-municipal employers and outside employment which could cause real or perceived conflicts of interest, or conduct which brings the Department real or perceived harm in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;

2.1.7 To ensure that the incidental police duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees;

2.1.8 To establish contracts or subcontracts for municipal operations, or Mutual Aid Agreements provided that this right shall not be used for the purpose or intention of undermining the union or of discriminating against its members. All law enforcement work customarily performed by the employees of the bargaining unit shall be continued, except for exigent circumstances, to be performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise. The above rights, responsibilities and prerogatives are inherent in the Town Commission and the Town Manager, by virtue of Statutory and Charter provisions and are not subject to delegations in whole or in part. Such rights may

not be subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure in this Agreement.

2.2 The Union and the Town jointly recognizing the need to perform maximum municipal services at minimum cost, and the difficult problems facing the Town, hereby agree that the interest of both employee and the Town will best be served by attaining maximum efficiency and productivity. Therefore, the parties shall use their best efforts to create and maintain an atmosphere in which every employee can give a day's work for a day's pay. The FOP agrees that the efforts of all employees are required to achieve these objectives and will cooperate to this end.

2.3 The Town shall provide the Union written notice of its intent to subcontract law enforcement services. In the event that law enforcement services are subcontracted by the Town, the Town shall use its best efforts to have the subcontractor employ existing bargaining unit employees.

### **ARTICLE 3.**

#### **NON-DISCRIMINATION**

3.1 The Town agrees not to interfere with the rights of employees to become members of the FOP, and there shall be no discrimination, interference, restraint or coercion by the Employer because of Union membership or non-membership, or because of race, creed, gender, disability, color, sex, religion, national origin or marital status or any other protected status; provided that applicable anti-nepotism laws shall remain supreme.

**ARTICLE 4.**

**DUES DEDUCTIONS**

4.1 Upon receipt of a voluntary written individual notice from any of its employees, on a form provided by the Union, the Town will deduct from the pay due such employee those dues and assessments required to retain FOP membership.

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

## **ARTICLE 5.**

### **UNION REPRESENTATIVES**

5.1 Two (2) members of the Union shall be granted time off without loss of pay up to as much time that is needed to attend the negotiating sessions, mutually set, to renegotiate this Agreement.

5.2 The Town agrees to allow the Union and its representatives reasonable access to the Town Hall for the conduct of Union business provided that a room is available and the Union provides the Town Manager with reasonable written notice prior to such use.

5.3 The Town will permit accredited representatives of the Union, whether state, regional or national, to have reasonable access to the premises of the Town at any time during working hours to conduct Union business with individual members, with prior approval of the Chief of Police, if such visits will not disrupt normal work production. No Union related activity, meeting, solicitation of other employees, distribution of literature or business shall be discussed with on-duty personnel, or within Town facilities without prior written approval of the Chief of Police or his/her designee on a case by case basis so long as such business does not disrupt the work place.

## **ARTICLE 6.**

### **SERVICES TO THE UNION**

6.1 The Town agrees to furnish the Union's primary representative copies of all current police department rules and regulations and all memoranda pertaining thereto. The Town will make a copy of this contract available to the Union via a link on the Town's website. The Union agrees to provide a copy of this Agreement to all employees who are members of the bargaining unit.

6.2 The Town will furnish the Union with sufficient bulletin board space for Union notices in the Police Department building. The bulletin board shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public. The Union shall only post written material or any material that is in good taste on such bulletin board. All routine notices of meetings, social events and other official Union business shall be sent to the Chief of Police or his/her designee at the same time the Union posts such materials.

6.3 Subject to the prior written approval of each member and as not otherwise prohibited by Chapter 119, Florida Statutes, the Town will provide the Union, on an annual basis, a complete roster of the bargaining unit including name, rank, address, telephone number, present assignment, and current pay scale.

## **ARTICLE 7.**

### **CONFIDENTIAL RECORDS/PERSONNEL FILES/LOCKER INSPECTION**

7.1 Except as otherwise required by law, or pursuant to Court order or the request of an appropriate governmental agency, the home address, telephone number and any photographs of a law enforcement officer or his/her Police Department personnel file shall be kept confidential and shall not be released to anyone without the consent of the employee, except where a photo identification of employee(s) may be required for a formal complaint or Internal Affairs investigation. If, however, the Town believes it is following the state law in good faith, or is acting on advice of the Town Attorney, the actions taken by the Town in connection with this section shall not be subject to arbitration.

7.2 It shall be the right of any employee to inspect and copy his/her Police Department personnel record, and such shall be available for their inspection during normal office hours.

7.3 Portions of personnel records which are exempt from inspection by state or federal law shall be kept confidential and only appropriate Town employees having an official need to know shall be granted access to such records.

7.4 The Town agrees to allow an employee, within thirty (30) calendar days of the date that a document is placed in his/her personnel file, to have included in their personnel file a written and signed refutation, based upon facts, (including signed eyewitness statements) of any material the member considers to be detrimental. Unless exempted under Chapter 119, Florida Statutes, the refutation is a public record subject to the Public Records Act.

7.5 All complaints, reprimands, other records of disciplinary actions, and all other disparaging items against each employee shall not be placed in an employee's personnel file until the employee has received a copy in advance. Failure by the Town to comply with this shall be grievable.

7.6 The Town retains the right to inspect and search issued property and equipment and all Town property. Whenever possible, the employee should be present when a department assigned locker is entered. If the employee is not present, the locker should be entered by a person with proper authority and be witnessed by another employee. The person entering the locker will complete a simple form in duplicate which states the date, time, name of persons entering locker, name of person assigned locker, and reason for such action. One copy shall be left in the locker and the other shall go to the departmental files, after review by the Chief of Police, who shall initial the form. In the event of a shift level investigation or internal affairs investigation these provisions may be waived by the Chief of Police (or designee) and the entering of the department assigned locker shall be documented in the appropriate investigative report.



## **ARTICLE 8.**

### **SENIORITY AND LAYOFF**

8.1 Seniority shall consist of full-time active continuous accumulated paid service with the Department. Department Seniority shall be computed from the date of appointment. However, Seniority in rank shall always supersede seniority in service for purposes of benefits or entitlements under this contract. Seniority shall accumulate during absences because of vacation, military leave or other authorized leave. Seniority will not accrue for time an employee is relieved of duty without pay, suspended, and on unpaid leave of absence. Such seniority shall govern the following:

8.1.1 In the event of a layoff for budgetary reasons, employees shall be laid off in the inverse order of their seniority in their rank. Any employee to be laid off who has advanced to a rank above police officer shall be given a position in a lower rank according to his/her total seniority with the Department. The Town Manager has the right to deviate from this procedure to retain employees with special skills or capabilities essential to the Town.

8.1.2 Employees shall be called back from layoffs according to the seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on layoff status on the callback list in that classification have had an opportunity to return to work. Employees will be notified by certified mail with delivery confirmation to their home address of record and shall be given twenty-one (21) calendar days to return to work, or be stricken from the list. An employee who has not been stricken from the list will be kept on the callback list for one (1) year. After this period, the Town will no longer be obligated to request that this employee be returned to Town employment.

8.2 Selection of days off shall be by seniority provided the Town's operational needs have been satisfied. Within ten (10) business days of an employee's request to change or modify the employee's selected days off, the Town shall provide the employee with a written response to the employee's request.

8.3 The Chief of Police shall determine how many employee(s) the Town needs for each shift assignment. Selection of shift assignments shall be by seniority only for those officers with full duty status at the time of shift bid provided the Town's operational needs have been satisfied. Officers not on full duty status must wait until next shift bid for seniority to be considered. Within ten (10) business days of an employee's request to change or modify the employee's shift assignment, the Town shall provide the employee with a written response to the employee's request.

## **ARTICLE 9.**

### **RIGHTS OF EMPLOYEES IN INTERNAL INVESTIGATIONS**

9.1 The following are the rights of employees subject to an internal investigation:

9.1.1 The Internal Affairs investigator will keep employees informed as to the nature of the investigation when they are questioned or interviewed concerning a complaint or allegation and to inform them if they are the subject of the investigation or a witness prior to any interview. Employees who are the subject of an investigation will be informed before being required to answer questions orally in a formal Internal Affairs investigation that they have the right to have legal counsel and/or a FOP representative present.

9.1.2 Prior to any sworn statement being taken from a law enforcement officer, the officer under investigation shall be informed in writing of the nature of the investigation and the name of the complainants immediately prior to the commencement of the proceedings.

9.1.3 Any disciplinary action initiated against an officer must be specific and clearly drawn and state a violation of law, Town rules and regulations, and/or Departmental rules, regulations, directives and orders.

9.1.4 The Town agrees to promptly furnish any employee with two (2) copies of any disciplinary action report against him/her prior to disciplinary action being taken against him/her.

9.1.5 The employee may, if he/she so requests, receive a copy of his/her written or recorded statement.

9.1.6 The employee who is the subject of a complaint or allegation shall be notified in writing of the disposition upon the conclusion of the investigation, and final decision by the Chief of Police within ten (10) working days of the date on which the investigation is concluded and the final decision is made.

9.1.7 The written Internal Affairs Investigation shall include a finding of facts, and a conclusion, a copy of which shall be provided to the employee concerned prior to any disciplinary action; or if none, then within thirty (30) days.

9.1.8 In cases where management chooses to suspend or relieve an employee from duty, who has not been charged criminally pending an investigation or other administrative action, the employee will remain on full salary allowance and shall not lose any benefits during this period of time.

9.1.9 The Chief of Police upon review by the Town Manager, may immediately suspend an employee without pay and benefits who has been indicted by any grand jury or upon criminal charges being filed against him/her by any prosecuting official.

9.1.10 Except when an employee has been arrested or indicted or charged by a prosecuting official, the Department, on its own initiative, shall not release a photograph or home address of an employee under investigation without the employee's written permission and the approval of the Town Manager.

9.1.11 No employee shall be required to submit to any device designed to measure the truthfulness of his/her responses during questioning.

9.1.12 Nothing in this Article shall apply to situations where an employee is requested to submit and/or clarify a written incident or activity report as part of his/her routine duties.

## **ARTICLE 10.**

### **SHIFT EXCHANGE, SUBSTITUTIONS AND MINIMUM STAFFING REQUIREMENTS**

10.1 Whenever possible, the Town will notify the employee at least ten (10) days in advance of any contemplated change in an employee's status, i.e. transfer, reassignment or normal change in shift, except in cases of manpower shortage or other exigent circumstances in the Department.

10.2 Upon application to the Chief of Police, shift exchanges will be arranged provided:

1. the shift exchange does not interfere with the regular and efficient operation of the Department; and
2. a fellow employee, satisfactory to the Chief of Police, like rank and experience volunteers for the exchange; and
3. it is requested and approved sufficiently in advance so as not to work a hardship on either the employee or the Town; and
4. the shift exchange will not impact the Department's overtime budget; and
5. the reciprocal shift exchange shall occur within thirty (30) days.

10.3 With the exception of specialized units all shifts shall have a minimum staffing requirement of one (1) Supervisor, two (2) Police Officers, and one (1) Communications Operator. In the event that staffing does not meet the above requirements, the supervisor shall make a reasonable effort to contact personnel to meet the minimum staffing requirements. No grievance shall be filed under Article 15 of this agreement if the supervisor is unable to attain the minimum staffing requirements.

## **ARTICLE 11.**

### **VEHICLES, EQUIPMENT AND SAFETY STANDARDS**

11.1 The Town and members of the bargaining unit will work together to make a reasonable effort to ensure that the Department's equipment, working conditions and the job environment will not jeopardize the health or safety of employees. Nothing in this Article limits the management rights expressed in Article 2. Employees will make a conscientious effort to maintain a safe working environment. It is recognized that law enforcement is a hazardous occupation with inherent risks which can be minimized, to an extent, but not eliminated entirely.

11.2 Within the limits imposed by the performance of duty, employees will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner in accordance with Departmental Rules and Regulations.

11.3 Whenever an employee is authorized in advance, to use his/her own vehicle in the performance of his/her official duties, he/she will be compensated at the current Internal Revenue Service mileage rate.

11.4 Normally before any marked patrol pursuit equipped vehicle is assigned to an officer, it must have the following equipment in working order: emergency lights, siren, loud speaker, two-way mobile radio, first aid kit, and cages, all to be checked by the law enforcement officer assigned to the car.

11.5 All non-probationary sworn bargaining unit Police Officers and Sergeants who reside within 50 miles from Town Hall in Miami-Dade, Broward or Palm Beach Counties shall be issued a take home vehicle as such vehicles become available in order of seniority.

11.5.1 Police Officers and Sergeants who are issued a take home vehicle will be required to pay a per pay period maintenance fee of \$40.00 if they reside within zero (0) to ten (10) miles from Town Hall, \$50.00 if they reside over 10 miles up to 20 miles from Town Hall, \$60.00 if they reside over 20 miles up to 30 miles from Town Hall, \$70.00 if they reside over 30 up to 40 miles from Town Hall, and \$80.00 if they reside over 40 miles from Town Hall. Distances shall be determined by Google maps from Town Hall 9293 Harding Avenue to member's residence, selecting the shortest distance. Detectives and Detective Sergeants who are issued a take home vehicle will not be required to pay a pay period maintenance fee. Police Officers and Sergeants who reside within the town's jurisdictional limits are not required to pay the pay period maintenance fee.

11.5.2 The take home vehicles shall only be used to and from work or any function within the scope of an employee's official duties and is considered ordinary and necessary for Town business purposes.

11.5.3 Any non-probationary sworn bargaining unit Police Officer or Sergeant who lives in the Town's limits may use the take home vehicle for minimum purposes within the Town's geographic boundaries. Family members are prohibited from riding in the vehicle unless authorized by the Chief of Police or his/her designee.



11.5.4 Any non-probationary sworn bargaining unit Police Officer or Sergeant whose take home vehicle is unavailable due to maintenance, repairs or damage shall receive a replacement vehicle until the maintenance and/or repairs are completed. If a Police Officer or Sergeant is working under light duty status, a vehicle will be provided only if available.

11.5.5 Vehicles determined by the Town to be unsafe to drive will be taken out of service.

## **ARTICLE 12.**

### **TRAINING**

12.1 The Town agrees that bargaining unit employees should be fully informed on any material which falls within the enforcement responsibility of the Employer. Therefore, the Department shall be responsible to convey information it receives regarding Town and County ordinances and State Statutes to the employees.

12.2 The Town shall attempt to provide a minimum of forty (40) equivalent hours training per year (e.g., commission approved continuing training or education, video tapes, computer-based-training, periodicals) for the purpose of improving the performance of bargaining unit employees, aiding bargaining unit employees to equip them for advancement to higher positions and greater responsibilities, and performing service rendered to the public.

12.3 Where the Department requires an employee to attend weapons training or qualify with his/her firearm, the Town will make reasonable efforts to facilitate the employee attending the firearms range during his/her normal working hours. In the event the Department is unable to schedule the employee to attend the firing range during his/her normal working hours, the employee shall be required to attend the firing range during his/her off-duty hours; provided, however, that the actual time spent by the employee in acquiring such training during his/her off-duty hours shall be compensated in accordance with Article 21, "Hours and Overtime." Every Sworn member of the Department will maintain their proficiency with assigned firearms as set forth by the Florida Department of Law Enforcement Criminal Justice Standards and Training Commission (FDLE-CJSTC). Each employee shall take firearms proficiency tests as scheduled by the Department. An employee whose test does not initially meet the FDLE-CJSTC standard shall be provided the opportunity to retest on the same day as the initial test.

If the employee does not meet the FDLE-CJSTC standard on the second attempt the Firearms Instructor shall notify the Chief of Police via the chain of command and relieve the employee of their firearm. The employee shall be assigned to an appropriate position not requiring the use of a firearm until a third attempt to meet the FDLE-CJSTC standard is scheduled. The third test will be scheduled within forty-five (45) days from the date of the original test. If the employee does not meet the FDLE-CJSTC standard on the third test, then the employee will remain assigned to an appropriate position not requiring the use of a firearm until a remedial training session (40 hours maximum) can be scheduled. If the employee does not meet the FDLE-CJSTC standard after the remedial training session then the employee shall either be transferred to a non-sworn classification or the employee may be terminated by the Town. The decision by the Town to terminate an employee under this Section shall be grievable to the Town Manager.

12.4 Where the department requires any employee to attend supervisory training and/or training in specialized police techniques, the department will make reasonable efforts to facilitate the employee attending such training during his/her normal working hours. In the event the department is unable to schedule the employee to attend such training during his/her normal working hours, the employee shall be required to attend such training during his/her off-duty hours; provided, however, that the time spent by the employee in such training during his/her off-duty hours shall be compensated in accordance with Article 21 "Hours and Overtime."

12.5 In the event that an employee requests to be sent to a job-related training program with the approval of the Chief of Police or his designee, on his/her own time, the Town agrees to reimburse the employee for the full tuition of such training program upon presentation of proof of successful completion. The Town will make a reasonable effort to adjust an employee's shift

to accommodate the training program schedule; provided, however, that not more than one such adjustment shall be in effect at any one time.

12.6 The Employer shall send out notices of training that the Employer deems appropriate for the Department. The Town will make a good faith effort to provide the Union's primary representative with a copy of all notices relative to training.

## **ARTICLE 13.**

### **PROMOTIONS**

13.1 Whenever the Town Manager determines that a promotional vacancy exists in a sergeant classification, the Town shall, within thirty (30) working days of the date on which the Town Manager determines that such promotional vacancy exists, fill such vacancy from an existing eligibility list. Any promotional testing for such vacancy shall be completed within one hundred and twenty (120) days from the date on which the Town Manager determines that such promotional vacancy exists.

13.2 The Town will announce sergeant examinations at least thirty (30) days in advance of said examinations. The Town will list the areas which the examination will cover and the sources from which the examination is drawn. The Town will provide a list of reference material that is available commercially.

13.3 The sergeant examination shall be restricted to present non-probationary Police Officers, with not less than three (3) years sworn full-time service in this Department and an overall rating on each of their previous two (2) yearly evaluations of "Good" (score of 3) or higher in order to take the Sergeant's test. Seniority for the purpose of the sergeant examination shall be calculated from the date of appointment as Surfside Police Officer to the date of sergeant examination and be in conformance with the provisions of section 8.1 of this contract. Notwithstanding the above-referenced provision, if an employee has served in another law enforcement department as a sworn officer for at least two (2) years, the Chief of Police may waive up to twelve (12) months of required employment with this Department. In addition, if an

employee has at least a Bachelor's degree from an accredited university or college, an advanced degree in an area approved by the Florida Department of Law Enforcement Criminal Justice Standards and Training Commission from a recognized institute of higher learning or has served in the United States military for a minimum of two (2) years with an honorable discharge, the Chief of Police may waive up to one (1) year of the required employment with this Department. Promotional candidates shall only be awarded one of the above listed waivers.

13.4 At the time a new sergeant examination is given, all eligible employees who wish to be on the new list must take the examination. No employee will be placed on the new list as a result of previous test scores.

13.5 The Town shall give a sergeant's examination when the Chief of Police deems necessary.

13.6 The sergeant's examination will consist of an assessment center evaluation and/or written examination worth ninety-five percentage points (95%); and seniority worth five percentage points (5%). Employees must have a minimum passing score of seventy (70%) percent including seniority points in order to be placed on the eligibility list.

13.7 A list of eligible candidates will be compiled in the order of their final cumulative score. All employees will be notified of their score.

13.8 Promotions shall be based on the rule of three (3). Accordingly, the Chief of Police may, in its sole and exclusive discretion, promote officers from the top three (3) names on the list. After each promotion, the top three (3) names on the sergeant promotional eligibility list will be considered for the next sergeant's promotional position, if a sergeant's position opening

becomes available. In the event a sergeant promotional eligibility list falls below three (3) names, or if an eligibility list is comprised of less than three (3) names, the Police Chief may, in its sole discretion, promote from the eligibility list or deem the list expired. The eligibility list will remain active for a one (1) year period from the date the list was published.

13.9 The assignment of an acting sergeant shall be at the discretion of the Chief of Police.

13.10 Sergeants promoted to a rank above Sergeant shall have two years from promotional date to return to the rank of Sergeant. If this occurs, the Sergeant will go back to the seniority earned as Sergeant.

13.11 In the event the employee promoted to a rank above Sergeant returns to the rank of Sergeant within 24 months from the date of promotion, the officer that was promoted to fill the sergeant vacancy will retain the rank of Sergeant.

## **ARTICLE 14.**

### **LABOR MANAGEMENT COMMITTEE**

14.1 The Union may request the formation of a Labor Management Committee which will consist of members of the Union and management. (The number to be decided by mutual consent.) The function of the committee shall be to meet as needed, to confer and recommend resolutions of problems related to employee relations in the administration of the Agreement; to explore ideas for the improvement in systems, schedules, procedures, and equipment; and to seek methods for improvement of personnel training, development, selection, promotions or reassignment. Time used for this purpose shall be considered as duty time and shall not be charged to regular leave, time provided that adequate and necessary protection to the Town is also being furnished. Only those employees who are on regular duty at the time of the meeting will be compensated. The meeting will be informal in nature. Any issue requiring the attendance of attorneys, public hearings or recorded minutes will not be considered under this Article.



## **ARTICLE 15.**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

15.1 In a mutual effort to promote harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement, as well as to address all disciplinary matters.

15.2 To simplify the grievance procedure, the number of "working days" in presenting a grievance and receiving a reply from different levels or steps shall be based on a forty (40) hour, five (5) day work week, Monday through Friday, excluding the holidays listed in Article 18.

15.3 A grievance shall be defined as an alleged violation or disagreement involving interpretation and/or application of specific terms of this Agreement. In accordance with Section 447.401, Florida Statutes, covered employees shall have the option of either utilizing this grievance procedure or utilizing an unfair labor practice procedure, but not both. Eligible employees may file a grievance whether or not they are dues-paying members of the Union.

15.4 A written reprimand shall be accompanied by copies of any supporting documents, memos, tape recordings and/or complaints, if any, which form the foundation for the issuance of the written reprimand.

15.5 No employee shall be disciplined without just cause.

15.6 Effective upon the execution of this Agreement, grievances shall be processed in accordance with the following procedures set forth below.

Failure of the Town to respond to the grievance within the time limits set forth below shall entitle the employee or union to proceed to the next step in the grievance process. The time limits may be extended by mutual written agreement.

Step 1: The aggrieved employee shall discuss the grievance with the Chief of Police or his designee within ten (10) working days of the occurrence which gave rise to this grievance. The Union representative may be present to represent the employee. The Chief of Police or his designee shall attempt to adjust the matter and/or respond to the employee within ten (10) working days.

Step 2: If, after a thorough discussion with the Chief of Police or his designee, the grievance has not been satisfactorily resolved, the aggrieved employee and/or the Union representative shall reduce the grievance to writing and present such written grievance to the Town Manager within ten (10) working days from the time the Chief of Police or his designee's response was due in Step 1. The Town Manager shall meet with the employee and/or the Union representative within ten (10) working days. The Town Manager shall respond in writing ten (10) working days from the date of the meeting.

Step 3: For grievances concerning interpretations of this Agreement, terminations, suspensions, and employee demotions, the Union may appeal the Town Manager's decision at Step 2 by submitting a written demand for arbitration to the Town Manager no later than ten (10)

working days after the rendering of the Town Manager's decision. It is the Union's responsibility to request an arbitration panel under Section 15.7.2 below, within ten (10) days thereafter. The time limits in Steps 1 through 3 may be waived or extended only by mutual agreement between the parties.

15.7 At the arbitration hearing, the aggrieved employee may be accompanied by his/her Union representative. The arbitrator shall have access to all written documents and audio statements pertaining to the grievance. The arbitrator shall render his/her decision within ninety (90) days unless there has been a mutual agreement otherwise between the parties. Copies of the findings of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties and shall be final and binding on both parties.

15.7.1 Arbitration. An individual employee may only proceed to arbitration with the consent of the union.

15.7.2 Appointment of Arbitrator: The arbitrator may be an impartial person mutually agreed upon by the parties. In the event the parties are unable to agree upon said impartial arbitrator within ten (10) calendar days after the union request for arbitration; the union shall request a list of seven (7) potential arbitrators from the Federal Mediation and Conciliation Service (hereinafter, "FMCS"). Within ten (10) calendar days of receipt of the list the parties shall alternatively strike a name with the Town striking first. The remaining name on the FMCS list will be the mutually selected arbitrator.

15.7.3 Powers of the Arbitrator: The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The arbitrator shall limit his/her decisions to the application and interpretation of the disputed provisions of the Agreement, and shall not be such as to directly or indirectly cause modifications, amendments, additions to or subtractions from the Agreement.

15.7.4 Cost of Arbitration: The costs for the list, service, travel and accommodations of the arbitrator shall be equally shared by both parties to this Agreement.

## **ARTICLE 16.**

### **LEGAL SERVICES**

16.1 The Town will undertake the defense of employees against any civil action, arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of said members of the bargaining unit for an act or omission arising out of and in the scope of the bargaining unit member's employment or function, unless, in the case of a tort action, the employee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property and shall file proper and appropriate counter suits, providing that such suit arose out of actions by the employee in the line of duty.

16.2 The defense of such civil actions shall include, but is not limited to, any civil rights law suit seeking relief personally against the bargaining unit member for an act or omission under color of State Law, custom, or usage wherein it is alleged that such bargaining unit member deprived another person of his/her rights secured under the U.S. Constitution or Federal Laws.

16.3 Any attorney's fees paid from Town funds for any employee who is found to be personally liable by virtue of acting outside the scope of his/her employment, or was acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the Town in a civil action against the employee.

## **ARTICLE 17.**

### **EDUCATIONAL ASSISTANCE AND INCENTIVE**

17.1 The Town, in its efforts to encourage its police personnel to acquire a greater knowledge of the more complex areas of the social system today, agrees to reimburse seventy five percent (75%) the cost of tuition (not to exceed three courses per term) when the employee receives a grade of "A" and one-half (1/2) the cost of tuition (not to exceed three courses per term) not otherwise reimbursed by the L.E.A.A. for educational courses in which the employee receives a grade of "C" or "B" or a satisfactory completion if no grade is given.

17.2 The course must be from an accredited public or private institution and must equip the officers for the performance of the particular job and/or position in which they are employed. Reimbursement for a course at a private institution shall be limited to the rate that the course would cost at a State of Florida public institution.

17.3 Subject to budgetary provisions, the Town Manager shall have the authority to approve those employees who are to participate in such courses and to approve the institution.

17.4 Courses must be taken for academic credit toward a degree. Any employee who receives a tuition reimbursement under this Article shall remain employed by the Town for a minimum of twelve (12) months from the date of completion of any course for which the Town has provided the employee a reimbursement. If the employee voluntarily leaves the employment of the Town prior to expiration of this time period, the employee shall repay the Town all tuition reimbursements received in the prior twelve (12) months.

## **ARTICLE 18.**

### **HOLIDAYS**

18.1 The Town recognizes the following paid holidays for bargaining unit employees:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Juneteenth (June 19)  
Independence Day (July Fourth)  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day

18.2 Full-time employees whose day off coincides with such holidays shall receive eight (8) or, ten (10), or twelve (12) hours of compensatory time depending upon assignment, subject to the limitations and requirements in Article 21.

18.3 Full-time employees who are required to work on a holiday shall have the option of receiving an additional eight (8) or, ten (10), or twelve (12) hours of compensatory time or pay depending upon assignment, subject to the limitations and requirements in Article 21.

18.4 In addition to the holidays listed in Section 18.1, the employee shall be entitled to take twenty-four (24) hours for personal day off. The employee must use his/her personal day before the end of the calendar year in which it was earned. There shall be no carryover or payout of this personal day from one calendar year to the next. If, due to operational necessity, the Town prevents an employee from taking the personal day off before the end of the calendar year the unused personal day will be carried over to the new year. The unused personal day must be used within 30 days or be forfeited.

## **ARTICLE 19.**

### **WAGES**

19.1 . Effective October 1, 2022, bargaining unit members will receive a five percent (5%) cost of living adjustment. October 1, 2023 and October 1, 2024 bargaining unit members will receive a four percent (4%) cost of living adjustment.

19.2 Effective October 1, 2022, bargaining unit members shall be paid in accordance with the pay plans attached as Addendum B.

19.3 Effective October 1, 2022, bargaining unit members who are not topped out, will continue to advance in their respective pay plans on their respective anniversary date.

19.4 The starting salary for a police officer promoted to the rank of sergeant shall be in accordance with Addendum B to this Agreement.

19.5 A police officer assigned to work as an acting sergeant will receive out of class pay equal to an additional 10% of the Police Officer's base salary during the police officer's assignment as an acting sergeant.

19.6 An employee assigned to work as a detective, Neighborhood Resource Officer (NRO), motorcycle officer, K-9 officer, Training Instructor or Field Training Officer (FTO) will receive pay equal to an additional 5% of the employee's base salary during the employee's actual assignment as a detective, motorcycle officer, K-9 officer, Training Instructor, Field Training Officer (FTO), Field Training Supervisor, or during a SWAT call out. However, an



employee is only permitted to receive one 5% additional pay at any given time regardless of how many different assignments that employee has at such time.

19.7 Any member regularly assigned to the working hours 1900 -0700 shall receive a shift differential of 5% of the employee’s base salary.

19.7.1. Shift differential will be included in the definition of Pensionable Compensation under the Retirement Plan for Employees of the Town.

19.8 Employees are entitled to receive longevity pay beginning in their 7<sup>th</sup> year of continuous uninterrupted employment with the Town in the amounts set forth below. Effective after ratification of this Agreement, employees who become eligible for longevity pay as set forth in the longevity schedule below will receive the longevity pay to which they are entitled in 26 equal bi-weekly installments on an hourly rate basis, beginning in the first full pay period after each such employee becomes eligible for said payment. For example, assuming this Agreement is ratified effective on October 1, 2022, an employee who reaches his/her 6<sup>th</sup> anniversary of uninterrupted Town employment on October 15, 2022 (and thus commences his/her 7<sup>th</sup> year of employment with the Town on that date), will receive \$1,000 of longevity pay in 26 equal bi-weekly installments on an hourly rate basis, beginning in the first full pay period after October 15, 2022.

<u>YEARS OF SERVICE</u>	<u>ANNUAL STIPEND</u>
Beginning of 7th year	\$1,000.00
Beginning of 11th year	\$1,500.00
Beginning of 15th year	\$1,750.00
Beginning of 20th year	\$2,000.00

19.9           Members shall receive a stipend in the amount of \$300 per year (during the month of October) in recognition for obtaining and maintaining Accreditation Status by the State Commission for Florida Law Enforcement Accreditation.

## **ARTICLE 20.**

### **SPECIAL WAGE PROVISIONS**

20.1 **Back Pay** - An employee shall be entitled to recover, as soon as possible, without penalty to the Town of Surfside, funds due him/her by reason of errors in the implementation or administration of the Town's pay plan and other applicable regulations affecting pay.

20.2 Insofar as it is practical to do so, except for final vacation or sick leave pay out, if any, all wages, overtime and supplemental payments due to employee will be furnished in one (1) paycheck.

20.3 The Town will continue to offer the Internal Revenue Service Section 125 (Pre-tax) payroll deduction program to include health insurance, dental insurance, and disability insurance premiums, the payments of which will be deducted from an employee's paycheck at his/her discretion.

20.4 **Pensionable Wages** means the basic salary or wages, including longevity, and deferred compensation under section 457 of the Internal Revenue Code, paid by the town to an employee, but excluding bonuses, or any other nonregular payments.

## **ARTICLE 21.**

### **HOURS AND OVERTIME**

21.1 The regular work week for each full-time employee shall consist of forty (40) hours per week. A work week is defined as 12:01 am Monday thru midnight Sunday. Employees exceeding forty (40) "hours worked" in any week shall be paid overtime in accordance with the provisions of the Fair Labor Standards Act ("FLSA") or the employee shall have the option of receiving compensatory time at time and one-half. For the purpose of this Article "hours worked" shall have the meaning as defined by the FLSA.

21.1.1 Employees may earn up to a total of three hundred (300) hours of compensatory time, but may replenish the bank throughout the year. Subject to operational needs as determined by the Chief of Police or his designee, each employee may choose the option of being paid the remaining compensation bank balance on the last payroll of the fiscal year at the existing pay rate or continue the current balance of the compensation bank to the next fiscal year. Compensatory time off shall not be unduly denied.

21.1.1.1 Employees who are normally assigned to a 12-hour workday and work eighty (80) hours per pay period shall earn overtime for all hours worked in excess of eighty (80) hours in a pay period. Overtime compensation will not be paid, unless the normal pay period is actually worked in full or substituted by annual leave, military leave, compensatory leave, holiday leave, administrative leave, Kelly leave, bereavement leave, jury duty leave, contractual personal leave days, or approved shift swaps. It is understood and agreed that paid absences for sick leave and disability leave shall not be included as part of the normal pay period work hours for purposes of computing eligibility for overtime payment, but paid absences for other annual

leave types will be included as part of the normal pay period hours worked for purposes of computing eligibility for overtime payment.

21.1.1.2 Employees who are normally assigned to an eighty (80) hour per pay period schedule shall earn overtime for all hours worked in excess of eighty (80) hours in a pay period. Overtime compensation will not be paid, unless the normal pay period is actually worked in full or substituted by annual leave, military leave, compensatory leave, holiday leave, administrative leave, kelly leave, bereavement leave, or jury duty leave, contractual personal leave days, or approved shift swaps. It is understood and agreed that paid absences for sick leave and disability leave shall not be included as part of the normal pay period work hours for purposes of computing eligibility for overtime payment, but paid absences for other annual leave types will be included as part of the normal pay period hours worked for purposes of computing eligibility for overtime payment.

21.1.1.3 All hours worked by an employee outside his/her regular schedule during a declared State of Emergency in Miami-Dade County or during a Critical Incident as determined by the Chief of Police or his designee shall be paid at the employee's premium overtime rate.

21.1.1.4 In the computation of work hours constituting the normal work week period, or work hours during a pay period, or overtime hours, the time spent by employees on Extra-Duty Jobs or authorized Secondary Employment shall not be included.

21.1.1.5 Employees will have the option of utilizing up to forty (40) hours of accrued compensatory time for the purpose of extending annual leave subject to the Chief of Police approval.

21.2 Shift rotation will be by seniority in rank and shall occur every six (6) months and will take effect during the months of October and April each year at the beginning of a biweekly payroll period. When shift rotation occurs, no employee shall be forced to work a continuous shift beyond a normal eight or twelve hours except during a declared emergency.

21.3 Shift assignments will be based upon operational needs, in accordance with Article 10, and shall not be punitive in nature.

21.4 When it is necessary for the Employer to require the employee to return to work, not on his/her assigned shift or not contiguous with his/her scheduled workday, the Employer agrees to compensate the employee for a minimum of three (3) hours pay at one and one-half times the employee's regular hourly rate of pay. When it is necessary for the department to require an employee to report to work directly before his/her scheduled workday or to work beyond the scheduled end of the employee's workday, the employee shall be compensated in accordance with the provisions of the FLSA.

21.5 For mandatory court appearances during off-duty hours related to an employee's employment with the Town, employees shall be provided with pay at the rate of one and one-half times the employee's regular hourly rate for such court appearances, with the following minimum hourly guarantees in accordance with section 21.1.1., 21.1.1.2 and .21.5.1 During an employee's off-duty hours, a minimum of four (4) hours per day shall be guaranteed.

However, if the employee's first court appearance begins within one (1) hour of the start of the employee's shift or within one (1) hour of the end of the employee's shift, a minimum of two (2) hours per day shall be guaranteed.

21.5.2 For the employee's second off-duty appearance in the same day which does not occur within the time period for which the minimum guaranty under 21.5.1 above applies, an additional two (2) hour minimum shall apply.

21.5.3 For the employee's third off-duty appearance in the same day which does not occur within the time period for which the minimum guaranty under 21.5.1 or 21.5.2 above applies, an additional one (1) hour minimum shall apply.

21.6 Any employee who is called in to work reference a hurricane, storm related event or any other emergency as determined by the Chief of Police, shall be paid one (1) additional hour for travel time (from home to work) on the initial call out.

21.7 Any employee who is either under department or internal affairs investigation or who is required to appear as a witness to such investigation, who is required to appear on his/her normal off-duty hours, will be compensated at the overtime rate established in Paragraph 21.1 for the actual time spent in attendance at such investigation.

21.8 Notwithstanding the provisions of subsection 21.1, the Chief of Police may institute a work schedule for those bargaining unit members that work uniform patrol consisting of two (2) twelve (12) hour shifts per day. This schedule shall be designed, instituted and discontinued

at the sole and absolute discretion of the Chief of Police. The Chief's decisions with respect to this schedule shall not be grievable or arbitrable.

21.8.1 In the event that the alternate schedule specified in subsection 21.8 is instituted, the following provisions shall govern hours of work and overtime for those bargaining unit members assigned to the twelve (12) hour shift: Eighty (80) hours in a fourteen (14) day cycle shall constitute the normal work period. Such hours shall be compensated at straight time. Nothing herein shall guarantee a minimum number of hours per day, per week or per month. Employees who work in excess of eighty (80) hours in a fourteen (14) day cycle shall be paid overtime in accordance with the provisions of the Fair Labor Standards Act (FLSA) and Section 21.1.1.1 "Hours worked" shall be determined in accordance with and as defined in the FLSA.



## **ARTICLE 22.**

### **FRINGE BENEFITS**

22.1 Permanent full-time employees will be provided, at no cost to the Employee, with full medical, surgical and hospitalization benefits equivalent to those paid to other Town employees. For those permanent full-time employees who request dependent medical coverage under the Town's plan, the Town shall pay no less than 60% of the cost of such coverage. The Town provides other plan options that the employee will have the option of paying the difference.

22.2 Sick leave shall be earned at the rate of eight hours per month based on a forty (40) hour work week and added to the employee's sick leave bank. The remaining days of sick leave may be accumulated up to a maximum of 1050 hours. Sick leave may be used for the following reasons:

22.2.1 Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties contained in the employee's job description or assigned by the Town Manager or that he/she may be assigned by the Town Manager pursuant to Town ordinance.

22.2.2 Enforced quarantine when established by the Department of Health for the period of such quarantine.

22.3 Employees who terminate their employment after completion of ten (10) years of service will be paid 35% of their accumulated sick time. Employees who retire under regular retirement will be paid the first 100 hours of accumulated sick time at 80% and of the remaining accumulated

balance will be paid at 60%. Employees who are killed in the line of duty will have 100% of their accumulated sick time paid to their survivors or heirs. Employees who die of natural causes will have 75% of their accumulated sick time paid to their survivors or heirs. Accumulated sick leave shall be paid at the rate being earned at the time of retirement, resignation or death. Employees who are terminated by the Town as a result of disciplinary action shall not be paid for any unused sick time.

22.4 As an incentive against the unnecessary use of sick leave, employees who do not utilize sick time during a calendar quarter (i.e. October – December), are eligible to earn four (4) vacation hours. The incentive shall be credited to the employee's vacation leave balance and subject to previously established vacation maximum and payout provisions.

22.5 Sick leave hours may be used to purchase prior law enforcement and/or military service in accordance to the provision of the Town's Retirement Plan. The request for cash conversion must be submitted to the Human Resources Director no later than August 15<sup>th</sup> of each fiscal year. The maximum conversion rate is at 35% for employees with 10 or more years of service or 60% for employees who retire under regular retirement.

22.6 Bereavement Leave: When there is a death in the immediate family of an employee, that employee shall be granted three (3) days off without loss of pay or benefits. If the funeral is out of state, an additional two (2) days shall be allowed. Employees may be asked to demonstrate that they actually attended the services or to the needs of the family to be eligible for the additional out of state leave time.

22.6.1 Immediate family is described as father, mother, father-in-law, mother-in-law, spouse, children, grandchildren, grandparents, brother or sister, brother-in-law, or sister-in-law.

22.6.2 Bereavement leave will not be charged against sick leave, vacation or holiday time, or accumulated overtime.

22.7 Vacation leave is granted to full-time employees and is accrued as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION LEAVE</u>
0 through 2 years	Ten (10) days per year. Eligibility for use of accrued vacation time begins only after successful completion of initial six (6) months of employment.
3 through 15 years	Fifteen (15) days per year.
Beginning at 16 years	Twenty (20) days per year.

22.7.1 The maximum amount of vacation leave that may be carried from one calendar year to the next is 300 hours. If, due to operational necessity, the Town prevents an employee who is at 300 hours from taking vacation leave before the end of the calendar year the unused vacation will be carried over to the new year. The unused vacation must be used within 90 days or be forfeited.

22.7.2 Seniority within each rank or classification shall be determinative in the scheduling of vacations.

22.8 Paid Parental Leave will be paid in accordance with the Town Administrative Policy.

**ARTICLE 23.**

**UNIFORMS, SAFETY AND EQUIPMENT**

23.1 All employees shall be furnished by the Town, at no cost to the employee a uniform. The uniform issued for law enforcement officers shall consist of four (4) pairs of trousers, one (1) hat, five (5) blue shirts, two (2) badges, cloth sewn-on name tag, a gun belt and accessories to include handcuffs and case, cartridge case and authorized ammunition, appropriate service weapon and holster, and one (1) winter jacket. A pair of shoes shall be provided each employee upon request. If shoes are requested, the employee shall wear the shoes with the uniform. All torn, worn, or damaged equipment shall be replaced, as needed by the employee, subject to approval of the Chief of Police. Each law enforcement officer shall be provided with department approved emergency medical first aid kits and gloves.

23.2 Any employee who shall incur any breakage, loss or damage to his/her uniform or personal equipment in the line of duty, and not through his/her own negligence, shall have it replaced by the Employer at no cost to the employee. Personal equipment only includes prescription glasses, contact lenses, non-prescription sunglasses, watches and wedding bands. The Employer shall provide the replacement/repair cost of personal equipment lost or damaged in the line of duty in accordance with the following schedule:

Prescription glasses/contacts	Full amount
Watches	\$ 75.00
Wedding Ring	\$ 75.00
Non-prescription sunglasses	\$ 20.00

23.3 The Employer shall provide for cleaning of uniforms at no cost to the employee.

23.4 Employees who are assigned to perform detective duties and required to wear non-issued clothing in the course of their job shall receive a clothing allowance of one hundred (\$100.00) dollars per month.

23.5 Town will provide a body armor vest.

23.5.1 Body armor vests will be replaced upon expiration of warranty, and in accordance with the same conditions set forth in section number 23.5.

23.6 To protect employees while they are away from their patrol cars, or when working off-duty jobs while in the Town of Surfside, the Employer will provide each employee with a two-way hand-held portable radio, if available. On-duty personnel shall have priority over employees on approved off-duty jobs.

## **ARTICLE 24.**

### **WAIVER AND ZIPPER CLAUSE**

24.1 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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise specified in this Agreement, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and 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 and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

24.2 This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its terms, except as may be otherwise provided herein.

24.3 The parties to this Agreement jointly agree that all matters of past practice and custom prior to the execution of this Agreement and not specifically included herein shall not be asserted by the Parties and shall not be considered to bind the parties, or have any cause or effect. No prevailing rights shall be acknowledged or asserted by either party during the life of this Agreement.

**ARTICLE 25.**

**WORKERS' COMPENSATION / LIGHT DUTY**

25.1 The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Supplemental pay means that pay which is paid to an employee above the amount of workers' compensation payment to which they may be entitled as a result of any in-line-of-duty injury.

Working day means the normal working day of the employee, regardless of the shift involved or whether such working day encompasses two calendar days.

(a) All employees of the Town who receive in-line-of-duty injury shall be entitled to a supplemental pay from the Town in an amount in addition to their workers' compensation payment to so equal their normal weekly pay in the following manner:

(1) The injured employee shall be entitled to the supplemental pay for the first sixty 60 working days of the period in which they are receiving workers' compensation.

(2) After the first sixty 60 days of supplemental pay the employee may request additional supplemental pay from the Town Commission.

(3) The employee shall submit their request for an extension of supplemental pay to the Town Commission in writing to the Town

Manager. The request for extension shall be presented to the town commission with the written recommendation of the Town Manager, the Chief of Police and the Town doctor.

(4) The Town Commission shall determine eligibility, and, if eligible, the number of additional working days the employee shall be eligible for supplemental pay, pursuant to the criteria set forth in this section.

(5) In evaluating and determining eligibility and, if eligible, the length of supplemental pay, the town commission shall consider the following:

- a. The facts of the occurrence of the injury.
- b. The medical extent of the injury.
- c. The town manager and Chief of Police's recommendations.
- d. Whether the extent of injury is medically determined to be caused by the incident before the town commission or an aggravation of a pre-existing condition.
- e. All the attendant circumstances which would be germane to the foregoing evaluation.
- f. Any matters or facts the employee desires to present. The employee shall be notified when the matter is to be presented to the Town Commission, so that such employee or a representative may be afforded an opportunity to appear before the Town Commission at the time the matter is being considered.



(b) If a medical evaluation, conducted by a physician approved by the town manager, indicates the employee is not able to assume his regular duties but is able to return to a less strenuous assignment, when such assignment is available, the employee shall accept the lesser assignment to be eligible to receive supplemental pay.

25.1.1. All employees who suffer any injury during an off-duty detail shall be entitled to the supplemental pay reference under section 25.1 for the first 60 working days of the period in which he / she is receiving workers' compensation

25.2 All employees who suffer any injury or who are exposed to toxic or hazardous substances during on-duty time or off-duty details shall immediately notify the communications operator and on-duty supervisor, then follow-up reporting in accordance with Town procedures. Failure to do so may result in a loss of benefits and incursion of penalties. All employees suffering on-the-job injuries as contemplated under Chapter 440, Florida Statutes, shall be entitled to select their own physician for medical care from a list of practitioners approved by the Employer or its insurance carrier pursuant to Section 440.211, Florida Statutes. This does not preclude the Town and/or its insurance carrier from requiring certain medical examinations from doctors of their choice.

25.3 Any employee injured on the job shall be paid a full day's wages for the day of the accident if his/her treating physician advises that he/she could not or should not return to work that day.

25.4 Any employee who is returning to full time work from sick leave/Worker's Compensation leave may return to work in his/her assigned position upon the recommendation

of his/her physician if he/she is able to perform the essential functions of their position. If the employee cannot perform the essential functions of his/her assigned position upon the recommendation of his/her physician, the employee may be allowed to return to work on light duty status if a light duty position is available. This placement of the employee in a position which does not require him/her to perform the essential functions of the job (light duty) will be made through a recommendation by a physician and may be approved by the Town Manager or the Chief of Police or his/her designee only if there is a reasonable expectation that the employee can perform the essential duties of the position within ninety (90) working days and maintain his/her current pay grade. The Town Manager or the Chief of Police or their designee, has discretion to approve light duty status based upon the recommendation of competent medical authority. The decision of the Chief of Police, Town Manager or his/her designee to assign or not assign light duty shall not be grievable.

25.5 Fitness for duty assessments are to be performed by the employee's physician and, if deemed necessary, by the Town's physician at the Town's expense.

If a conflict exists between both Doctors' assessments, a third-party medical professional shall be chosen by both sides for a final analysis as to the employee's fitness for duty, which will be binding on the parties.

25.6 An employee who does not return to work after remaining on medical leave for one (1) consecutive year or on family medical leave for twelve weeks will be terminated, notwithstanding the use of leave entitlements. In each situation, an individual assessment will be conducted by the Town to determine the employee's fitness for duty capabilities and, insofar as is practicable, if some reasonable form of accommodations can be made for a return to work without causing an undue hardship to the Town.

25.7 Employees who are on sick time, or who are on disability leave or workers' compensation, or light duty status who are observed engaging in activities inconsistent with claimed injuries or illnesses have demonstrated *prima facie* evidence of malingering and/or falsification of medical claims and may be disciplined, suspended, demoted or terminated. Additionally, any employee who receives compensation from the Town or its insurance carrier based upon a fraudulent claim shall reimburse the Town or the insurance carrier all funds received by the employee as a result of such fraudulent claim.

**ARTICLE 26.**

**EMPLOYEE WELLNESS PROGRAM**

26.1 Each member may voluntarily submit to a wellness physical examination at a location selected by the Town and at the Town's expense. Each Party recognizes that maintaining the health and fitness of the member can be a matter of life or death. Results of said wellness physical examination are confidential between the Wellness Center and the employee only and will not, under any circumstances, be furnished to the Town.

26.2 This wellness examination shall be yearly for all employees over the age of forty and every two years for employees under the age of forty.

**ARTICLE 27.**  
**DRUG TESTING**

27.1 Whenever the Town, or any of its managerial or supervisory employees, has a reasonable suspicion that an employee in the bargaining unit represented by the FOP has reported for duty under the influence of alcohol or illegal drugs, been involved in an on-duty accident or assigned off-duty job incident where there is a reasonable suspicion that the employee has used controlled substances or alcohol is suspected, or has used alcohol or illegal drugs while on duty, or has used illegal drugs off duty, the Town may require the employee to furnish a urine, hair or blood specimen, for chemical analysis to determine the presence of illegal drugs or determine the presence of alcohol.

27.2 Reasonable suspicion testing shall be limited to circumstances where two (2) Police Department supervisory or Police Department managerial employees have reasonable grounds to suspect that the employee has recently used or is under the influence of alcohol on duty or illegal drugs on or off duty.

27.3 The Chief of Police or his/her designee shall approve any mandatory test for the presence of alcohol or illegal drugs pursuant to this paragraph.

27.4 An employee required to submit to a mandatory test for the presence of alcohol or illegal drugs shall be entitled to have a FOP or other employee representative present when the blood is drawn or when the urine specimen is obtained. However, under no circumstances will the taking of blood or taking of a urine specimen be delayed for more than one (1) hour to allow for the presence of a FOP or other employee representative. The collection will be conducted

with as much privacy as possible to maintain assurance of a reliable chain of evidence. If the laboratory is closed, the sample may be drawn at a hospital. The employee shall view the sealing and packaging of the sample and initial the same.

27.5 In addition to the "reasonable suspicion" testing provided for above, the Town may institute a program of random drug testing utilizing a computer-based program that will randomly select employees from the bargaining unit with no greater frequency than on a monthly basis. No employee shall be randomly tested in excess of three (3) times in any calendar year. The Town shall notify the supervisor of each employee selected for random testing. The supervisor shall be responsible for ensuring that the employee is immediately taken to the testing site.

27.6 The parties agree to be bound by the Drug-Free Workplace Act as set forth in Chapter 440 and Chapter 112 of the Florida Statutes, and the Drug-Free Workplace Standards promulgated by the Agency for Health Care Administration.

27.7 All tests for the presence of illegal drugs shall be conducted using recognized technologies. In the event an employee's initial test results are positive (i.e., indicate the presence of an illegal drug), a second test will be conducted utilizing a different procedure, the Gas Chromatography/mass Spectrometry (G.C.M.S.) except that alcohol will be confirmed using Gas Chromatography testing method. A certified Medical Review Officer (MRO) who will be a medical professional chosen by the Town will review all negative and confirmed positive laboratory results. The MRO for the Town will be designated by Mt. Sinai Medical Center Occupational Health Department or an alternate as may be determined by the Town. Confirmed

positive results will only be communicated to the Town's Human Resources Director after the MRO has ascertained that personal prescriptions or other legal substances do not account for the laboratory findings. Investigations may include, as appropriate, telephone contact with the employee and any prescribing physician. Employees may consult the Town appointed MRO concerning drugs and/or drug groups that may be tested for under this procedure.

Employees may contact the Town's MRO to ask questions concerning prescribed medications they are taking for clarification purposes involving fitness for duty assessments. The standards to be used for employee drug testing are as established by Florida Administrative Code Rules 59A-24 and 11B-27.

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%. Other drugs and substances listed in Schedule I through V the Controlled Substance Act, 21 U.S.C. 812 may be tested for on behalf of the Town. In any event, they will be tested at levels according to generally accepted toxicology standards.

Copies of the test results shall be made available to the employee, upon the employee's request, at the Town Police Station within twelve (12) hours after the Town has received the test results. Additionally, if the employee so requests, within twelve (12) hours after the test results have been made available, he/she shall be given a sample of the specimen tested.

27.8 It is understood and agreed that the employees in the bargaining unit represented by the FOP are prohibited from using illegal drugs on or off duty. "Illegal drugs" means any controlled substance as defined in the Drug-Free Workplace Standards Act and, not used in accordance with a lawful prescription.

27.9 The results of such tests shall be handled as if part of an internal affairs investigation. The taking of a blood, hair or urine specimen from an employee does not constitute an interrogation within the meaning of Section 112.532, etc., Florida Statutes, unless questions are asked at the time the blood alcohol test or urine specimen is taken.



## **ARTICLE 28.**

### **JOB DESCRIPTION AND APPEAL**

28.1 No employee covered by this Agreement shall be required to do work outside his/her classification, except under emergency conditions as declared by the Town Manager or authorized representative.

28.2 Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the Town of Surfside shall discuss with the Union the proposed change in job description. The Union shall receive a copy of the current job description and the proposed job description. Proposed changes shall be publicized among employees.

28.3 If the Union is not satisfied with the proposed change, it may in writing, within five (5) days of the conclusion of the discussion stated in Section 28.2 above, request a meeting with the Town Manager. The meeting shall be held at a mutually agreeable time, within thirty (30) days.

28.4 It is understood by the parties that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally within present job descriptions. The Town of Surfside may assign tasks and duties which involve minor and occasional variations from the job descriptions to employees, so long as the tasks and duties assigned fall within skills and other factors common to the classification.

## **ARTICLE 29.**

### **FLORIDA LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS**

29.1 To the extent not contractually modified in Article 9 of this Agreement, Sections 112.531, 112.532, 112.533 and 112.534, Florida Statutes, known as the "Florida Law Enforcement Officer's Bill of Rights," as may be amended from time to time, are applicable to this Agreement. Any violation of the above-referenced Florida Statutes shall be redressed through applicable judicial proceedings and shall not be subject to the grievance or arbitration provisions of the Agreement.

**ARTICLE 30.**

**SEVERABILITY CLAUSE**

30.1 If any provision, section, subsection, service, clause, or phrase of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected by such invalidity and shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into Agreement without such invalid portion or portions.

**ARTICLE 31.**  
**RETIREMENT PLAN**

31.1 The Town agrees to maintain a defined benefit pension plan (the "Plan") for members of the bargaining unit as set forth in Section 2-171 through 2-193 of the Town Code.

31.2 As soon as practicable following ratification of this Agreement, the Town shall amend the Plan as follows:

31.2.1 Normal retirement date for police officers shall be:

- The attainment of age 50 and the completion of 20 years of creditable service; or
- The attainment of age 59 and the completion of 5 years of creditable service; or
- The completion of 25 years of creditable service

31.2.2. Cost of living adjustments for retired members and their beneficiaries shall be two percent (2%) for those members who retire or enter the DROP after ratification of this Agreement. All other provisions of Section 2-192 will remain the same.

31.2.3 The parties mutually consent that Chapter 185 premium tax revenues shall be used as follows:

- The members agree to pay the \$88,266 increase in net Town minimum funding required of covered payroll to include the first

75 hours of overtime per year in the definition of pensionable compensation.

- Beginning October 1, 2023 and each year thereafter one third (33.3%) of all Chapter 185 premium tax revenues received by the Plan shall be allocated in accordance with Section 2-187 of the Town Code. Any premium tax revenues received each year in excess of that amount, or two thirds (66.7%), shall be provided to the Town. The portion belonging to the Town shall be used to offset the Town's contribution to the Plan.

## **ARTICLE 32.**

### **PROBATIONARY EMPLOYEES**

#### **32.1 New Employees:**

32.1.1 All new full-time employees of the Department shall be deemed in a probationary status for twelve (12) months, beginning with the first day of employment with the Town as a State Certified Police Officer or Communications Operator, or Communication Supervisor

32.1.2 An employee's probationary period shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) consecutive calendar days (e.g., sick leave, light duty, and workers' compensation leave). The probationary period will commence running only when the employee returns to his/her normal duties.

32.1.3 The Town shall notify, in writing, the probationary employee of his/her completion of the probationary period. Failure to notify the employee shall not extend the probationary period. The probationary period may be extended by the Chief of Police at his/her sole discretion up to a maximum of six (6) months.

32.1.4 During an employee's probationary period, he/she serves at the will and pleasure of the Town. Accordingly, no probationary employee may grieve, or otherwise challenge, any decision involving assignment, layoff or discipline, including discharge (for whatever reason). Probationary employees may otherwise utilize the grievance/arbitration procedure contained in this Agreement.

## 32.2 Promotions

32.2.1 In the event an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of twelve (12) months of continuous employment from the effective date of the promotion.

32.2.2 An employee's promotional probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) consecutive calendar days (e.g. sick leave, light duty, and workers' compensation leave). The promotional probationary period will commence running only when the employee returns to his/her normal duties.

32.2.3 Upon completion of the promotional probationary period, the Chief of Police or his/her designee shall make a determination as to whether the employee shall become permanent in the position to which he/she was promoted. In the event the Chief of Police or his/her designee fails to make a positive recommendation, the employee shall automatically revert to his/her former classification from which he/she has been promoted. Such reversion shall be final with no rights of appeal to any authority including the grievance procedure contained in this Agreement.

**ARTICLE 33.**

**TERM OF AGREEMENT**

33.1 Except as specifically provided otherwise in Article 19, this Agreement shall take effect upon ratification by both parties and shall continue in full force and effect through September 30, 2025 unless amended in writing by mutual agreement of the parties.



ARTICLE 34.

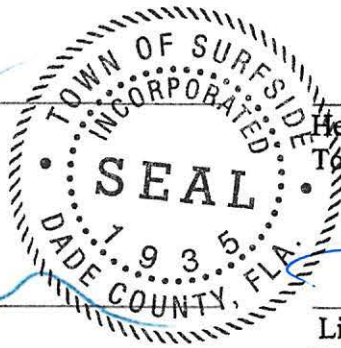
SIGNING OF AGREEMENT


AGREED TO this 13<sup>th</sup> day of July, 2023, by and between the respective parties through an authorized representative or representatives of the Union and by the Town Manager, as directed by the Town Commission.


FOR THE FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE

FOR THE TOWN OF SURFSIDE,  
FLORIDA

  
Sean Kelly  
FOP Staff Representative



  
Hector Gomez  
Town Manager

  
Tammy Campbell  
Local Representative

  
Lily Arango  
Town Attorney

  
Daniela Cimo

## **ADDENDUM "A"**

### **DEFERRED RETIREMENT OPTION PROGRAM**

The Town has established a Deferred Retirement Option Program ("DROP") for members of the Town's pension plan who are either sworn law enforcement officers or dispatchers (communications supervisor and communications operators) as follows:

A. A sworn law enforcement officer or dispatcher member of the Plan who reaches normal retirement age shall be eligible to participate in the DROP ("Eligible Member"). An Eligible Member may participate in the DROP for a maximum of seventy-two (72) months from the date the member reaches his or her earliest normal retirement date. Anything herein to the contrary notwithstanding, if an Eligible Member has reached his or her normal retirement date on or before the date the DROP plan is implemented, then the Eligible Member shall have seventy-two (72) days from the date the DROP plan is implemented to elect in writing to participate in the DROP for the maximum DROP participation period of seventy-two (72) months.

B. An Eligible Member may elect to become a participant in the DROP ("Participant") with thirty (30) days advance written notice to the Town during the applicable DROP period; however, in no event shall the DROP period be extended beyond the seventy-two (72) months from the date the sworn law enforcement or dispatcher member is first eligible to participate in the DROP. As a condition of participating in the DROP, the Eligible Member must agree to terminate Town employment at the conclusion of the DROP period and must submit a letter of resignation to the Town, which letter shall be coupled with an interest and shall be irrevocable, prior to entering the DROP.

C. An Eligible Member may participate in the DROP only once and, after commencement of DROP participation, he or she shall never have the right to be a member of the Plan again.

D. A Participant may elect to terminate DROP participation and Town employment earlier than the maximum DROP participation period by providing thirty (30) days advance written notice to the Town and the Pension Board.

E. Participants will be subject to the same employment standards and policies that are applicable to Town employees who are not DROP participants. Participation in the DROP is not a guarantee of employment with the Town. Participation in the DROP will end if the Town terminates the Participant for any reason.

F. Upon the effective date of the Eligible Member's entry into the DROP, the Participant will be considered retired for purposes of the Plan and membership in the Plan shall be terminated. No further member contributions shall be required after the Participant enters the DROP. Compensation and creditable service shall remain as they existed on the effective date of the Eligible Member's commencement of participation in the DROP. The monthly service retirement allowance that would have been payable had the Eligible Member instead elected to

cease Town employment and receive retirement benefits shall be paid into the Participant's DROP account.

G. During the DROP participation period, the Participant's monthly service retirement allowance will be paid into the Participant's DROP account. After each fiscal quarter, the average daily balance of the Participant's DROP account shall be credited or debited at a rate equal to the actual net investment return realized by the Plan for that quarter. "Net investment return" for purposes of this paragraph is the total return on the assets in which the participant's DROP account is invested by the Pension Board net of brokerage commissions, transaction costs, investment management fees and other investment-related charges.

H. If a Participant does not terminate Town employment at the end of the maximum DROP participation period, no benefit payments will be made either to the Participant's DROP account or to the Participant until the Participant terminates his or her employment with the Town. In addition, for the duration of employment beyond the end of the maximum DROP participation period, the Participant's DROP account shall be debited with any negative net investment returns but shall not be credited with any positive net investment returns.

I. Within one hundred and twenty (120) days following the Participant's termination of the employment or death, the Participant's entire DROP account balance shall be distributed to the Participant (or in the event of the death, to the Participant's designated beneficiary or estate) in a cash lump sum, unless the Participant elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Participant. Regardless of the option selected by the Participant, the Pension Board has the right to accelerate or defer payments to comply with the Internal Revenue Code. The DROP is intended to comply with the Internal Revenue Code and the Pension Board shall take no action which would jeopardize the tax qualification of the Plan.

J. DROP payments to a beneficiary shall be in addition to retirement benefits payable under any optional form of retirement benefit elected by the Participant.

K. All benefits payable under the DROP shall be paid only from the assets of the DROP, and neither the Town nor the Pension Board shall have duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by applicable law.

L. The Pension Board is authorized to adopt any additional rules necessary for proper administration of the DROP.

**ADDENDUM "B"**  
**Fraternal Order of Police Collective Bargaining Agreement**  
**October 1, 2022**  
**Pay Table Minimums**

**Certified Police Officers**

Steps	FY 2022		5% COLA Year 1 FY 2023		4% COLA Year 2 FY 2024		4% COLA Year 3 FY 2025	
	Starting	\$ 61,247.00	\$ 29.4457	\$ 64,309.35	\$ 30.9180	\$ 66,881.73	\$ 32.1547	\$ 69,557.00
1	\$ 67,371.72	\$ 32.3903	\$ 70,740.31	\$ 34.0098	\$ 73,569.92	\$ 35.3702	\$ 76,512.72	\$ 36.7850
2	\$ 70,740.31	\$ 34.0098	\$ 74,277.32	\$ 35.7103	\$ 77,248.41	\$ 37.1387	\$ 80,338.35	\$ 38.6242
3	\$ 74,277.32	\$ 35.7103	\$ 77,991.19	\$ 37.4958	\$ 81,110.84	\$ 38.9956	\$ 84,355.27	\$ 40.5554
4	\$ 77,991.19	\$ 37.4958	\$ 81,890.75	\$ 39.3706	\$ 85,166.38	\$ 40.9454	\$ 88,573.03	\$ 42.5832
5	\$ 81,890.77	\$ 39.3706	\$ 85,985.31	\$ 41.3391	\$ 89,424.72	\$ 42.9927	\$ 93,001.71	\$ 44.7124
6	\$ 85,985.31	\$ 41.3391	\$ 90,284.58	\$ 43.4060	\$ 93,895.96	\$ 45.1423	\$ 97,651.80	\$ 46.9480
7	\$ 88,562.42	\$ 42.5781	\$ 92,990.55	\$ 44.7070	\$ 96,710.17	\$ 46.4953	\$ 100,578.57	\$ 48.3551
8	\$ 91,221.81	\$ 43.8566	\$ 95,782.90	\$ 46.0495	\$ 99,614.22	\$ 47.8915	\$ 103,598.79	\$ 49.8071

\*At the Town's discretion, a newly hired certified police officer may begin between steps 1 thru 5, based on the officer's prior years of experience.

**Communications Operators**

Steps	New Pay Scale		FY 2023		FY 2024		FY 2025	
Starting	\$ 52,000.00	\$ 25.0000	\$ 54,600.00	\$ 26.2500	\$ 56,784.00	\$ 27.3000	\$ 59,055.36	\$ 28.3920
1	\$ 53,560.00	\$ 25.7500	\$ 56,238.00	\$ 27.0375	\$ 58,487.52	\$ 28.1190	\$ 60,827.02	\$ 29.2438
2	\$ 55,166.80	\$ 26.5225	\$ 57,925.14	\$ 27.8486	\$ 60,242.15	\$ 28.9626	\$ 62,651.83	\$ 30.1211
3	\$ 56,821.80	\$ 27.3182	\$ 59,662.89	\$ 28.6841	\$ 62,049.41	\$ 29.8314	\$ 64,531.39	\$ 31.0247
4	\$ 58,526.46	\$ 28.1377	\$ 61,452.78	\$ 29.5446	\$ 63,910.89	\$ 30.7264	\$ 66,467.33	\$ 31.9554
5	\$ 60,282.25	\$ 28.9819	\$ 63,296.36	\$ 30.4309	\$ 65,828.22	\$ 31.6482	\$ 68,461.35	\$ 32.9141
6	\$ 62,090.72	\$ 29.8513	\$ 65,195.26	\$ 31.3439	\$ 67,803.07	\$ 32.5976	\$ 70,515.19	\$ 33.9015

**Sergeants**

Steps	FY 2022		FY 2023		FY 2024		FY 2025	
Starting	\$ 98,161.56	\$ 47.1931	\$ 103,069.64	\$ 49.5527	\$ 107,192.42	\$ 51.5348	\$ 111,480.12	\$ 53.5962
1	\$ 99,301.59	\$ 47.7412	\$ 104,266.67	\$ 50.1282	\$ 108,437.34	\$ 52.1333	\$ 112,774.83	\$ 54.2187
2	\$ 100,441.64	\$ 48.2892	\$ 105,463.72	\$ 50.7037	\$ 109,682.27	\$ 52.7319	\$ 114,069.56	\$ 54.8411
3	\$ 101,697.17	\$ 48.8929	\$ 106,782.02	\$ 51.3375	\$ 111,053.30	\$ 53.3910	\$ 115,495.44	\$ 55.5267
4	\$ 102,952.67	\$ 49.4965	\$ 108,100.30	\$ 51.9713	\$ 112,424.32	\$ 54.0502	\$ 116,921.29	\$ 56.2122
5	\$ 104,239.59	\$ 50.1152	\$ 109,451.57	\$ 52.6209	\$ 113,829.63	\$ 54.7258	\$ 118,382.81	\$ 56.9148
6	\$ 105,526.49	\$ 50.7339	\$ 110,802.82	\$ 53.2706	\$ 115,234.93	\$ 55.4014	\$ 119,844.33	\$ 57.6175

## DIVISION 2. - PENSION PLAN

## Sec. 2-171. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Accumulated contributions* means the sum of amounts contributed by a member of the plan and credited to his individual account plus interest on such contributions which were made on or after January 1, 1979, at the rate of four percent per annum until refunded, upon request. Contributions which were made by member prior to January 1, 1979, shall bear no interest.

*Actuarial equivalence or actuarially equivalent* means that any benefit payable under the terms of this plan in a form other than the normal form of benefit shall have the same actuarial present value on the date payment commences as the normal form of benefit. For purposes of establishing the actuarial present value of any form of payment, other than a lump sum payout, all future payments shall be discounted for interest and mortality by using seven percent interest and the 1983 Group Annuity Mortality Table for males, with ages set ahead five years in the case of disability retirees. In the case of a lump sum payout, the actuarial present value shall be determined on the basis of the same mortality rates as just described and the Pension Benefit Guaranty Corporation's interest rates for terminating single employer plans which rates are in effect:

- (1) Ninety days prior to the member's date of termination if distribution is made within six months of such date of termination; or
- (2) Ninety days prior to the distribution date if distribution is made later than six months after the member's date of termination.

In no event, however, shall the interest rates used in the calculation of a lump sum payout result in an amount which is less than the result of using the pension benefit guaranty corporation's interest rates in effect on the date of distribution.

*Annuity or pension* means annual payments for life as provided in the plan. All annuities shall be paid in 12 equal monthly installments.

*Average final compensation* for members who are not police officers means 1/12 of the highest average annual compensation of a member for any five years within the last ten years of creditable service immediately preceding the date of retirement or other termination of employment. For police officer members, average final compensation means 1/12 of the average annual compensation of the three best years of the last ten years of creditable service prior to retirement.

*Beneficiary* means any person receiving a service retirement allowance or any other benefits as provided in this plan.

*Compensation* means the basic salary or wages, including longevity, and deferred compensation under section 457 of the Internal Revenue Code, paid by the town to an employee, but excluding bonuses, overtime or any other nonregular payments. Effective October 1, 2022 shift differential and the first 75 hours of overtime per year shall be pensionable for sworn law enforcement officers and communications operators.

*Creditable service* means years and completed months of uninterrupted service to the town since last hired by the town. Creditable service shall not be deemed interrupted by authorized leaves of absence approved by the town manager and not in excess of 12 months.

*Employee* means any regular officer or employee who is employed by the town on a full-time basis whose customary employment is for 32 hours or more per week and for six months or more per year. Employees serving on a part-time basis and persons employed under contract for a definite period or for the performance of a particular special service shall not be eligible for participation in the plan. Charter officers (the town manager and town attorney) shall have the right to opt out of the plan, as described in section 2-174.

*Fiscal year* means the year commencing October 1 and ending September 30.

*Members* means any employee in service included in the membership of the plan, or any former employee who shall have made contributions to the plan and shall not have received a refund.

*Military service* means service in the United States Army, Air Force, Navy, Marines or Coast Guard or any women's auxiliary thereof.

*Pension board or board* means the board of trustees, which shall serve as trustee of the fund established in this division and which shall have administrative authority and supervision of the retirement system; subject, however, to the ultimate control and authority of the town commission.

*Plan* means the retirement plan for employees of the town.

*Police officer member* means any person who is elected, appointed, or employed full time by the town, who is certified or required to be certified as a law enforcement officer in compliance with F.S. § 943.1395, as may be amended from time to time, who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic or highway laws of the state. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as the same as defined in F.S. § 943.10(6) and (8), respectively.

*Regular interest* means interest at the annual rate as approved from time to time by the board.

*Retirement* means the acceptance of a service retirement allowance under this plan.

*Senior management employee:* For purposes of the new senior management tier benefit, senior management employee means the town manager, assistant town manager, town attorney, town clerk and all directors.

*Service* means employment as an employee for which compensation is paid by the town.

*Trust or trust fund* means the trust fund established and operated as part of this plan and shall not include the special police retirement trust fund as described in [section 2-187](#).

*Withdrawal from service* means complete severance of employment of any member as an employee of the town by resignation, discharge or dismissal.

(Code 1960, § 14A-3; Ord. No. 1306, § 1, 1-2-93; Ord. No. 1348, § 1, 2-14-95; Ord. No. 1411, § 1, 9-12-00; Ord. No. 1458, § 2, 1-10-06; Ord. No. 1580, § 1, 7-12-11; Ord. No. [1652, § 2, 10-13-16](#); Ord. No. [18-1670, § 2, 2-13-18](#); Ord. No. [23-1751, § 2, 8-8-23](#))

**Cross reference**— Definitions generally, [§ 1-2](#).

#### Sec. 2-172. - Plan established.

A pension plan is hereby established and placed under the management of a pension board for the purpose of providing retirement annuities for employees of the town. The plan is established as of the effective date of January 1, 1962. The plan shall be known as the "Retirement Plan for Employees of the Town of Surfside." By such name all of its business shall be transacted, all of its funds shall be invested and all of its cash and securities and other property shall be held in trust for the purposes set forth in this plan.

(Code 1960, § 14A-1)

#### Sec. 2-173. - Purpose.

The purpose of this plan is to provide an orderly means whereby employees of the town who become superannuated may be retired from active service without prejudice and without inflicting a hardship upon the employees retired and to enable such employees to accumulate reserves for themselves and their dependents to provide for old age and termination of employment, thus effecting economy and efficiency in the administration of the town government.

(Code 1960, § 14A-2)

#### Sec. 2-174. - Membership.

- (a) Any person who becomes an employee shall become a member of the plan as a condition of employment. Contributions required by such employee shall begin with the first payroll period after he becomes an employee. Each person who is an employee of the town as of June 1, 1996 and whose membership in the plan had been prohibited because he was over 52 years of age at the time he became an employee, shall have an irrevocable option to become a member of the plan on June 1, 1996. Such employee who elects to become a member shall begin contributing to the plan with the first pay period beginning after May 31, 1996 and shall earn creditable service after May 31, 1996. No credit shall be given for service prior to June 1, 1996.
- (b) Upon withdrawal from service, upon request of the member his accumulated contributions shall be refunded to him and he shall thereupon cease to be a member of the plan.
- (c) As charter officers, the town manager and town attorney shall have the right to opt out of the plan at any time. If a charter officer elects to opt out of the plan, all of his or her employee contributions shall be refunded at the applicable interest rate applied by the board. Employee contributions may be rolled over into another tax qualified plan.

(Code 1960, § 14A-4; Ord. No. 1362, §§ 1—3, 5-14-96; Ord. No. 1580, § 2, 7-12-11)

Sec. 2-175. - Military; prior law enforcement service.

- (a) For employees other than police officers, any leave of absence due to entry into the military service of the United States during a period of national emergency shall be deemed to be service with the town provided the employee has:
  - (1) Reentered the employ of the town within 90 days after his honorable separation from the military service subsequent to such emergency; and
  - (2) Paid into the plan an amount equal to the contributions he would have made, based upon his salary immediately prior to entry into military service, had he been so employed by the town during his absence on account of his military service.
- (b) For police officer members, credit for up to five years of time spent in the military service of the Armed Forces of the United States shall be added to creditable service, if:
  - (1) The police officer member is in the active employ of town prior to such service and leaves the position, other than a temporary position, for the purpose of voluntary or involuntary service in the Armed Forces of the United States.
  - (2) The police officer member is entitled to reemployment under the provisions of the Uniformed Services Employment and Reemployment Rights Act.
  - (3) The police officer member returns to his or her employment as a police officer of the town within one year from the date of his or her release from such active service.
- (c)



For each employee who first becomes a member of the plan on or after October 1, 1978, such military service shall not be credited if he is receiving or will receive in the future a retirement benefit from the federal government based in whole or in part on such military service.

- (d) Police officer members shall be entitled to purchase credit of up to six years for prior law enforcement service with a municipal agency or for prior military service as long as the police officer is not entitled to receive a benefit for such other prior service. In order to purchase and receive credit for prior military or law enforcement service, the police officer shall pay the full actuarial cost to purchase such service as determined by the actuary and as approved by the board.

(Code 1960, § 14A-5; Ord. No. 1411, § 2, 9-12-00; Ord. No. 1458, § 3, 1-10-06)

Sec. 2-176. - Service retirement allowance.

- (a) *Normal retirement date.* Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective January 1, 2020, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

- (1) For members who are police officers and retired on or before January 31, 2020:

- a. The attainment of age 52 and the completion of 20 years of creditable service; or
- b. The attainment of age 62 and the completion of five years of creditable service; or
- c. The completion of 25 years of creditable service.
- d. The completion of 15 years and four months of service if hired on a full-time basis in March, 2003.

- (2) For members who are police officers and retire on or after February 1, 2020:

- a. The attainment of age 50 and the completion of 20 years of creditable service; or
- b. The attainment of age 59 and the completion of five years of creditable service; or
- c. The completion of 25 years of creditable service.
- d. The completion of 15 years and four months of service if hired on a full-time basis in March, 2003.

- (3) For members who are not sworn law enforcement officers, who retire on or after January 1, 2020, the earliest of:

- a. The attainment of age 50 and the completion of 20 years of service;
- b. The attainment of age 52 and the completion of 15 years of service; or
- c. The attainment of age 55 and the completion of ten years of service.

- (4)

For the town manager: The attainment of age 64 and the completion of 7 years of creditable service, who shall be deemed fully vested upon the completion of seven years of creditable service, notwithstanding any provision of this Code to the contrary.

(5) For the town attorney if employed by the town on a full-time basis:

- a. The attainment of age 62 and the completion of 15 years of creditable service; or
- b. The attainment of age 64 and the completion of seven years of creditable service who shall be deemed fully vested upon the completion of seven years of creditable service.

(b) *Early retirement date.* The early retirement date of each member shall be the first day of the month coincident with or next following the earlier of:

- (1) The completion of 20 years of creditable service for all members; or
- (2) The attainment of age 55 and the completion of 15 years of creditable service for police officers.

Each member who retires from service on or after his early retirement date shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Early retirement benefits shall commence on the date which would have been the member's normal retirement date had he continued in employment with the town. Alternatively, and at the option of the member, reduced early retirement benefits may commence at an earlier date, but no earlier than the attainment of age 55 for police officers, with the reduction being equal to one-half of one percent for each month by which the benefit commencement date precedes the date which would have been the member's normal retirement date had he continued in employment with the town.

(c) *Computation of annuity.*

- (1) For members who are not police officers, the amount of monthly retirement annuity with respect to all creditable service rendered by each member prior to October 1, 1979, shall be equal to one and two thirds percent of the monthly average final compensation multiplied by the number of years of creditable service rendered prior to October 1, 1979. For each employee who contributes at the rate of five percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to one and two thirds percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each employee who contributes at the rate of seven percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each member who contributes at the rate of eight percent of earnable compensation after June 30, 1996, the amount of monthly retirement annuity with respect to creditable service rendered after June

30, 1996, shall be equal to two and one-half percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. For each member who contributes at the rate of five percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. For each member who contributes at the rate of six percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. In no event shall the total annuity as computed above for any member exceed 60 percent of the monthly average final compensation.

For members who are not police officers or senior management employees, effective October 1, 2016:

- (i) For each member who contributes at the rate of eight percent of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and eight-tenths percent of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016;
- (ii) For the member who contributes at the rate of seven percent of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and sixty-five one hundredths percent of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and

- (iii) In no event shall the total annuity as computed above for any member exceed 80 percent of monthly average final compensation, effective January 1, 2020.

For members who are senior management employees, effective October 1, 2016;

- (i) The amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to three percent (3%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and
- (ii) In no event shall the total annuity as computed above for any senior management employee exceed eighty percent (80%) of monthly average final compensation.
- (2) For police officer members, the amount of monthly retirement annuity with respect to all creditable service rendered by the member prior to October 1, 1979, shall be equal to one and two-thirds percent of the monthly average final compensation multiplied by the number of years of creditable service rendered prior to October 1, 1979. For each employee who contributes at the rate of five percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to one and two-thirds percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each employee who contributes at the rate of seven percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each member who contributes at the rate of eight percent of earnable compensation after June 30, 1996, the amount of monthly retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two and one-half percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of

years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. For each member who contributes at the rate of five percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 through September 30, 2005 shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003 through September 30, 2005. For each member who contributes at the rate of six percent of earnable compensation on and after February 1, 2003 through September 30, 2005, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 through September 30, 2005 shall be equal to two and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003 through September 30, 2005. Effective October 1, 2005, the monthly retirement annuity with respect to creditable service rendered on or after October 1, 2005 through September 30, 2006, shall be equal to three percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on or after October 1, 2005 through September 30, 2006, and in no event shall the total annuity for any police officer member exceed 75 percent of the police officer's monthly average final compensation. Effective October 1, 2006, the monthly retirement annuity with respect to creditable service rendered on or after October 1, 2006, shall be equal to three and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on or after October 1, 2006, and in no event shall the total annuity for any police officer member exceed 90 percent of the police officer's monthly average final compensation.

- (d) *Dates of payments.* The first monthly installment shall be payable on the first day of the month following the retirement of the member, or such later date as the member may choose pursuant to the early retirement provisions of subsection (b) of this section, and payments thereafter shall be due and payable on the first day of each month during the lifetime of the annuitant.
- (e) *Delayed retirement.* Retirement shall not be mandatory solely on the basis of age. A member's delayed retirement shall be that date following normal retirement date on which such member actually retires or otherwise terminates employment. Each such member shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section, determined as of such member's delayed retirement date.
- (f) *Police officers, firefighters.* If the retired member shall be a police officer or firefighter and a participant in the special fund, he shall also be entitled to the payment of the amount standing to his credit in the special fund in the manner provided under subsection 2-187(i).
- (g)

*Claims review procedure.* Any member or beneficiary whose application or claim for benefits has been denied shall receive from the board a written notice setting forth the specific reasons for such denial, the reasons therein to be clearly and fully explained so as to afford such member or beneficiary a clear understanding of the decision rendered.

- (1) Any member or beneficiary whose application or claim for benefits has been denied shall have the right to a rehearing and a fair and full review by the board regarding the facts, circumstances and information pertaining to the claim and the reasons for denial of such claim.
  - (2) Such rehearing shall be granted and held by the board within 90 days following the date of denial of a claim.
- (h) *General limitation on benefits.*
- (1) In no event may a member's annual benefit exceed the lesser of:
    - a. Ninety thousand dollars (adjusted for cost of living in accordance with Internal Revenue Code (IRC) section 415(d), but only for the year in which such adjustment is effective); or
    - b. One hundred percent of the member's average annual compensation for the member's three highest paid consecutive years; however, benefits of up to \$10,000.00 a year can be paid without regard to the 100 percent limitation if the total retirement benefits payable to a member under all defined benefit plans (as defined in IRC section 414(j)) maintained by the town for the present and any prior year do not exceed \$10,000.00 and the town has not at any time maintained a defined contribution plan (as defined in IRC section 414(i)) in which the employee was a member.
  - (2) If the member has less than ten years of creditable service with the town (as defined in IRC section 415(b)(5)), the applicable limitation in subsection (h)(1)a or subsection (h)(1)b of this section shall be reduced by multiplying such limitation by a fraction, not to exceed one. The numerator of such fraction shall be the number of years, or part thereof, of creditable service with the town; the denominator shall be ten years.
  - (3) For purposes of this subsection, the "annual benefit" means a benefit payable annually in the form of a straight life annuity with no ancillary or incidental benefits and with no member or rollover contributions. To the extent that ancillary benefits are provided, the limits set forth in subsections (h)(1)a and (h)(1)b of this section will be reduced actuarially using an interest rate assumption equal to the greater of five percent or the interest rate used in the most recent annual actuarial valuation, to reflect such ancillary benefits.
  - (4) If distribution benefits begin before age 62, the dollar limitation as described in subsection (h)(1)a of this section shall be reduced actuarially using an interest rate assumption equal to the greater of five percent or the interest rate used in the most recent annual actuarial valuation; however, retirement benefits shall not be reduced below \$75,000.00 if payments of benefits

begins at or after age 55 and not below the actuarial equivalent of \$75,000.00 if payment of benefits begins before age 55. If retirement benefits begin after age 65, the dollar limitation of subsection (h)(1)a of this section shall be increased actuarially using an interest assumption equal to the lesser of five percent or the interest rate used in the most recent annual actuarial valuation.

(5) For purposes of this subsection, the "average annual compensation for a member's three highest paid consecutive years" shall mean the member's greatest aggregate compensation during the period of three consecutive years in which the individual was an active member of the plan.

(i) *Limitation on 25 highest paid.*

(1) The limitations on benefits payable as described in this subsection shall apply to a member who is among the 25 highest paid employees of the town on the establishment date of the plan and whose anticipated annual pension under the plan exceeds \$1,500.00. For purposes of this subsection, "establishment date" shall mean the original effective date of this plan as well as any later date as of which the plan is changed so as to increase substantially the extent of possible discrimination of contributions and as to benefits actually payable upon subsequent termination of the plan or subsequent discontinuance of contributions thereunder.

(2) If this plan is terminated within ten years of its establishment, or the full current costs of the plan for its first ten years of operation have not been funded, or if benefits of a member described in subsection (1) of this subsection become payable, the town contributions which can be used to provide such benefits may not exceed the greater of (i) \$20,000.00 or (ii) 20 percent of the first \$50,000.00 of the compensation of the member for each year multiplied by the number of years between the establishment of the plan and the earlier of the plan termination date, benefit commencement date or the failure to meet full current costs, whichever is applicable.

(3) The provisions contained in this subsection are intended to comply with the requirements of IRC section 1.401-4(c). To the extent that such regulation is determined, in part or in full, not to apply to this plan, this subsection shall not be applicable to this plan.

(Code 1960, § 14A-6; Ord. No. 1362, § 4, 5-14-96; Ord. No. 1363, § 1, 5-14-96; Ord. No. 1438, § 1, 1-14-03; Ord. No. 1458, § 4, 1-10-06; Ord. No. 1492, § 2, 5-27-08; Ord. No. 1588, § 1, 6-12-12; Ord. No. 1595, § 1, 12-11-12; Ord. No. 1652, § 3, 10-13-16; Ord. No. 20-1707, §§ 1, 2, 1-14-20; Ord. No. 20-1711, § 2, 2-11-20; Ord. No. 23-1740, § 2, 5-9-23)

Sec. 2-177. - Optional forms of benefit payments.

- (a) *Generally.* Each member entitled to a normal, early, delayed retirement, vested accrued or disability benefit shall have the right at any time prior to the date on which benefit payments begin, to elect to have the benefit payable under any one of the options set forth in this section in lieu of the benefits otherwise provided in this division, and to revoke any such elections and make a new election at any time prior to the actual beginning of payments. The value of optional benefits shall be actuarially equivalent to the value of benefits otherwise payable, and the present value of payments to the retiring member must be at least equal to 50 percent of the total present value of payments to the retiring member and his designated beneficiary. The member shall make such an election by written request to the board, such request being retained in the board's files.
- (b) *Option 1, joint and last survivor option.* The member may elect to receive a reduced benefit during his lifetime and have such benefit, or a designated fraction thereof, continued after his death to and during the lifetime of his spouse or a relative other than his spouse. The election of Option 1 shall be null and void if the designated beneficiary dies before the member's benefit payments commence.
- (c) *Option 2, ten years certain and life thereafter.* The member may elect to receive a reduced benefit with 120 monthly payments guaranteed. If, after payments commence, the member should die before such 120 monthly payments are made, payments are then continued to his designated beneficiary until 120 payments in all have been made, at which time benefits cease. After expiration of the 120 guaranteed monthly payments, should the retired member be then alive, payments shall be continued during his remaining lifetime.
- (d) *Applicability of F.S. §§ 185.161 and 185.341(2).* Anything herein to the contrary notwithstanding, the provisions of F.S. §§ 185.161 and 185.341(2), as amended from time to time, shall apply.
- (e) *Payment benefits.* The entire interest of a member shall either be distributed to him not later than the taxable year in which he attains age 70½ or retires, or in the alternative, distribution shall commence in such year and be payable over a period of time not exceeding the limitations set forth in the following provision:
- (1) Distributions to members shall not extend beyond the life of the member or the lives of the member and his beneficiary, or over a period not extending beyond the life expectancy of the member or the life expectancy of the member and his beneficiary.
  - (2) Provided further, if a member dies prior to receiving distribution of his entire interest, or if distribution has commenced to his surviving beneficiary and such beneficiary dies prior to receiving distribution of the entire distributable interest, such entire interest or remainder thereof shall be distributed within five years after the death of the member or surviving



beneficiary as the case may be; however, the foregoing shall not apply if distribution has commenced and such distribution is for a term certain and within the limitations of subsection (e)(1) of this section.

- (3) Provided further, any method of distribution selected and made in writing by a member prior to the effective date of the ordinance from which this subsection was derived, and which is in compliance with plan provisions prior to such date, shall be permitted hereunder even though not otherwise in accordance with the above provisions.

(f) *Eligible rollover distributions.*

- (1) This subsection applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this subsection, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(2) *Definitions.*

- a. *Eligible rollover distribution* means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or life expectancy of the distributee or the joint lives (or life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income.
- b. *Eligible retirement plan* means an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, or a qualified trust described in section 401(a) of the Internal Revenue Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
- c. *Distributee* includes an employee or former employee. In addition, the employee's or former employee's surviving spouse is a distributee with regard to the interest of the spouse.
- d. *Direct rollover* means a payment by the plan to the eligible retirement plan specified by the distributee.

(Code 1960, § 14A-7; Ord. No. 1320, § 1, 8-10-93; Ord. No. 1386, §§ 1, 2, 5-12-98; Ord. No. 1411, § 3, 9-12-00; Ord. No. 1652, Ord. No. 1652, § 3, 10-13-16)

Sec. 2-178. - Death benefits.

- (a) Upon death of a member prior to retirement his executor or administrator or such person as he shall have nominated by written direction duly acknowledged and filed with the board shall receive the accumulated contributions of the member.
- (b) Upon the death of a retired member, unless an optional form containing a survivor benefit is payable under the provisions of section 2-177, a death benefit shall be payable to such persons as may have been legally designated to receive them, consisting of the excess, if any, of the accumulated contributions of the member at the time of retirement on service retirement annuity, over the total amount of all service retirement annuity payments received by such retired member prior to his death.
- (c) A member who has reached normal retirement age may select an optional form containing a survivor benefit under the provisions of section 2-177. Upon the death of such member prior to retirement, it shall be presumed that such member had selected his option and retired immediately prior to his death.

(Code 1960, § 14A-8; Ord. No. 1330, § 2, 11-9-93)

Sec. 2-179. - Refund of contribution.

- (a) Upon withdrawal from service of the town, without having satisfied the conditions set forth in section 2-182 for vested rights, a member shall receive a refund of his accumulated contributions.
- (b) Any member receiving a refund of contributions shall thereby forfeit and relinquish all accrued rights in the plan, including all accumulated creditable service; provided, if any member who has withdrawn his contributions as provided for in this section shall reenter the service of the town and again become a member of the plan, he may restore all moneys previously received by him as a refund, including regular interest compounded annually for the period of his absence from the town service, and he shall then again receive credit for service which he forfeited by the acceptance of such refund. Such restoration shall be permitted only after a member shall have rendered at least six months of continuous service following his latest reentry into the service of the town during which time he shall have made contributions to the plan.

(Code 1960, § 14A-9)

Sec. 2-180. - Contributions by members.

- (a) For members who are not police officers or senior management employees, effective October 1, 2016:
  - (i) The employee contribution for employees contributing six percent (6%) of earnable compensation shall be increased to eight percent (8%) of earnable compensation:
  - (ii)

The employee contribution for the employee contributing five percent (5%) of earnable compensation shall be increased to seven percent (7%) of earnable compensation:

- (iii) Employee contributions by any member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of sixty-eight percent (68%) of average final compensation.

For members who are senior management employees, effective October 1, 2016:

- (i) The employee contribution shall be increased to eight percent (8%) of earnable compensation;
  - (ii) Employee contributions by any senior management member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of eighty percent (80%) of average final compensation.
- (b) For police officer members, beginning on the date of establishment of the plan, each town employee who is a member of the plan shall contribute five percent of earnable compensation, based on his regular salary, accruing on and after such date and up to September 30, 1979. Each member of the plan on October 1, 1979, and each employee who becomes a member after October 1, 1979, shall have the irrevocable option of contributing either five percent or seven percent of his earnable compensation from January 1, 1980. Each member of the plan as of July 1, 1996, shall have the one-time irrevocable option of raising his contribution rate from five percent to either seven percent or eight percent of earnable compensation, or from seven percent to eight percent of earnable compensation. For each member who elects as of July 1, 1996, to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after July 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. Each employee who becomes a member of the plan after July 1, 1996 shall thereupon have the one-time irrevocable option of contributing either five percent or eight percent of earnable compensation. Each member of the plan as of February 1, 2003 who is contributing at the rate of five percent of earnable compensation shall have the one-time irrevocable option of raising his contribution rate from five percent to six percent. For each

member who contributes at the rate of seven or eight percent of earnable compensation on January 31, 2003, the contribution rate shall be six percent of earnable compensation on and after February 1, 2003. Each employee who becomes a member on or after February 1, 2003 shall contribute six percent of earnable compensation. Effective October 1, 2005, the employee contribution rate shall be eight percent of earnable compensation and such contribution by any police officer member shall cease upon the completion of the number of years of creditable service sufficient to produce an annuity of 75 percent of average final compensation. Effective October 1, 2006, contributions by any police officer member shall cease upon the completion of the number of years of creditable service sufficient to produce an annuity of 90 percent of average final compensation.

(c) This contribution shall be made in the form of a deduction from compensation and shall be made notwithstanding that the compensation paid in cash to such employee shall be reduced thereby below the minimum prescribed by law. Every employee who is a member of the plan shall be deemed to consent and agree to deductions made from his compensation and provided for in this plan, and shall receipt in full for salary or compensation, and payment to such employee of compensation less such deduction shall constitute a full and complete discharge and acquittance of all claims and demands whatsoever for the services rendered by such employee during the period covered by such payment except as to the benefits provided for under this plan. An individual account shall be maintained for each member, to which shall be credited the amount of his contributions.

(d) Effective January 1, 2009, for the purpose of this article the town shall pick up, rather than deduct, the employee contribution at the rate set forth in above, as that term is defined in section 414(h) (2) of the Internal Revenue Code of 1986, as amended. Furthermore, for purpose of this article, the amount picked up by the town shall be treated as the employee contribution under state law.

(Code 1960, § 14A-10; Ord. No. 1363, § 2, 5-14-96; Ord. No. 1438, § 2, 1-14-03; Ord. No. 1458, § 5, 1-10-06; Ord. No. 1516, § 2, 4-14-09; Ord. No. 1652, § 4, 10-13-16)

#### Sec. 2-181. - Contributions by town.

Contributions by the town to meet the requirements of this plan shall consist of contributions to the plan by means of annual appropriations of the amounts which, together with contributions by members, interest income from investments and other income received by the plan, will be sufficient to meet the cost of maintaining and administering the plan and meeting its various requirements.

(Code 1960, § 14A-11)

#### Sec. 2-182. - Vested rights; effect of salary payments, deductions for plan.

- (a) Members who are not police officers, by virtue of the payment of the contributions required to be paid to the plan, receive a vested interest in the accrued benefits earned by such members upon completion of ten years of creditable service, regardless of age. The vested interest in the accrued benefits earned by all employees who are or become members on or after February 1, 2003 varies by completion of years of creditable service, regardless of age, as follows:

Completed Years of Creditable Service	Vested Interest, %
Less than 5	0
5 or more, but less than 6	50
6 or more, but less than 7	60
7 or more, but less than 8	70
8 or more, but less than 9	80
9 or more, but less than 10	90
10 or more	100

If separated from service, such vested members shall be entitled to a service retirement annuity commencing on the attainment of 65, provided such members have not received a refund of their contributions to the plan.

- (b) Police officer members, by virtue of the payment of the contributions required to be paid to the plan, receive a vested interest in the accrued benefits earned by the police officer member upon completion of ten years of creditable service, regardless of age. Effective October 1, 2007, police officer members shall vest after five years of creditable service. The vested interest in the accrued benefits earned by police officer members who became members on or after February 1, 2003 varies by completion of years of creditable service, regardless of age, as follows:

Completed Years of Creditable Service	Vested Interest, %
Less than 5	0
5 or more	100%

If separated from service, such vested police officer member shall be entitled to a service retirement annuity commencing on the attainment of 62, provided the member has not received a refund of the member's contributions to the plan.

- (c) Payment of salary, less the amounts of contributions provided in this plan, shall, together with such special vested rights, be a full and complete discharge of all claims of payments for service rendered by a member to the town during the period covered by any such payment.

(Code 1960, § 14A-12; Ord. No. 1330, § 1, 11-9-93; Ord. No. 1438, § 3, 1-14-03; Ord. No. 1458, § 6, 1-10-06; Ord. No. 1492, § 1, 5-27-08)

Sec. 2-183. - Creditor's claims.

- (a) The assets of the plan shall be invested as one fund, and no particular person, group of persons or entity shall have any right in any specific security or property, or in any item of cash other than an undivided interest in the whole as specified in this plan as it now exists or is subsequently amended. Such assets shall not be subject to levy or execution or to claims of creditors or to legal process of any kind or issued by any court with respect to any participant.
- (b) All annuities and other benefits payable under this plan and all accumulated credits of employees in this plan shall not be assignable and shall likewise not be subject to process as provided in subsection (a) of this section.

(Code 1960, § 14A-13)

Sec. 2-184. - Miscellaneous provisions.

- (a) *False information.* Any person who knowingly makes any false statement, or falsifies or permits to be falsified any record or records of this plan, shall be punishable as herein provided.
- (b) *Amendments.* The town commission, by a vote of majority of its members, shall have the power to amend this plan, but no amendment shall be adopted which will reduce the then accrued benefits of members or beneficiaries to which they would otherwise be entitled by reason of assets then held in the trust fund.
- (c) Compensation in excess of limitations set forth in Section 401(a)(17) of the Internal Revenue Code shall be disregarded. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

(Code 1960, § 14A-14; Ord. No. 1348, § 2, 2-14-95; Ord. No. 1411, § 4, 9-12-00)

Sec. 2-185. - Pension board.

- (a) *Generally.* The pension board, as described and empowered in this section, shall serve as the board of trustees and trustee of the trust fund, and shall be charged with the responsibility for the general administration and management of the plan and trust, subject, however, to the ultimate control and responsibility of the town commission. Such board shall be composed of five members; the town manager, an elected representative of the police department with at least one year of creditable service, an elected representative of the other employees of the town with

at least one year of creditable service and two permanent residents of the town to be appointed by the town commission to serve for a period of two years or until their successors are appointed, which shall be evidenced by an acceptance in writing.

- (b) *Organization.* The board shall elect a chairman from among its members. The board shall also appoint a secretary who shall keep all records of its meetings and actions and with the chairman execute on behalf of the board any paper or instrument when so required by the board.
- (c) *Compensation.* The board members shall serve without compensation.
- (d) *Expenses.* The board members shall be entitled to reimbursement for all reasonable and necessary disbursements made or expenses incurred by them in the performance of their duties.
- (e) *Liability.* No member shall be personally liable by virtue of any contract, agreement, bond or other instrument or undertaking made or executed by him as a member of the board, nor for honest mistakes of judgment nor for any loss unless resulting from his own willful misconduct, and no member shall be liable for the act of neglect, omission or wrongdoing of any other member or for those of agents or counsel of the board.
- (f) *Indemnity.* The town shall hold the pension board harmless from and shall indemnify the members for the consequences of their acts or omissions and conduct in their official capacity, including the cost of litigation and counsel fees except for such act, omission or conduct for which such member is liable under subsection (e) of this section.
- (g) *Procedure.* Meetings of the board shall be held at such times and places as a majority of the members shall from time to time determine. A majority of the membership shall constitute a quorum, and all decisions, acts and resolutions of the board shall be by an affirmative vote of at least three members.
- (h) *Vacancies.* The appointed member may resign at any time by delivering his resignation to the town clerk, and such resignation shall thereafter take effect on the date therein specified. The members may also be removed at the pleasure of the town commission. Vacancies, however caused, shall be filled by action of the town commission. While a vacancy exists, the remaining members are authorized to perform all functions of the board.
- (i) *Powers and duties.* The board shall have the duties expressly provided or implied under the provisions hereof, and in addition thereto, the following:
  - (1) *Meetings.* Hold meetings upon notice, as may from time to time be required.
  - (2) *Appointment of trustee.* Recommend the appointment of a corporate trustees for the management, investment and safekeeping of the fund herein created.
  - (3) *Records.* Maintain adequate age, service and salary records on all employees participating under the plan and any other related data that may be necessary in the administration of the plan and in the effective operation thereof, or that may be required in any survey or cost analysis by the actuary, such data to be furnished to the board by the town.

- (4) *Decisions.* Pass upon applications for annuities and benefits, verify the qualifications of the applicants for benefits and authorize the payment thereof by the trustee.
- (5) *Accounting records.* Keep a detailed record of all annuity and benefit payments and other expenditures made pursuant to the provisions of the plan to the persons qualifying for such payments, to the end that all financial transactions will be properly accounted for.
- (6) *Rules; enforcement.* Make and enforce uniform nondiscriminatory rules and regulations for the efficient administration of the plan and receive any questions or interpretations that may arise in connection with the plan.
- (7) *Technical assistance.* Employ actuarial or other technical assistance necessary during the operation of the plan as it may from time to time require in connection with the determination of cost and liabilities and prescribe appropriate actuarial tables upon recommendation of the actuary.
- (8) *Annual actuarial valuation.* Authorize an annual actuarial valuation as of the end of each calendar year of the assets, liabilities and reserves under the plan.
- (9) *Promulgation of rules, decisions.* The board shall establish any necessary rules and procedures for the administration of the plan and the conduct of their meetings as they deem advisable. The decisions and rules of a majority shall be final and binding on all parties and shall not be subject to appeal.
- (10) *Reports.* The board shall annually, not later than April 1, or as often as requested, transmit to the town commission a report showing the financial condition of the plan.
- (11) *Compliance.* The board shall maintain the plan and trust at all times in compliance with the provisions of state law including, but not limited to, the following:
  - a. Assure that member contributions are deposited into the trust fund at least monthly, town contributions at least quarterly and any state refund monies within 30 days of receipt of the town.
  - b. Assure that all regular and special actuarial reports are filed with the state division of retirement in Tallahassee, Florida, within 60 days of receipt from the actuary.
  - c. Have actuarial valuations performed on a regular basis. Have special actuarial work performed in advance so as to determine cost impact of any plan changes or amendments prior to their adoption and the last public hearing thereon. File any such reports of actuarial impact of a proposed change with the state division of retirement prior to their adoption and the first public hearing thereon.
  - d. Maintain a minute book containing the minutes and records of the proceedings and meetings of the board.
  - e.



Furnish all members upon initial employment or participation, and thereafter on an annual basis, a written plan description which shall include a summary of pertinent financial and actuarial information and a statement on the financial status of the system and fund.

- (12) *Insurance.* The board or the town may, at its discretion, secure fiduciary liability insurance to cover liability or losses incurred by reason of an act or omission of a fiduciary of the system.

(Code 1960, § 14A-15; Ord. No. 1473, § 1, 3-14-07)

**Cross reference—** Boards, commissions and committees, § 2-46 et seq.

Sec. 2-186. - Trust fund.

- (a) *Generally.* The trust established under this division as part of plan is hereby declared to be an irrevocable trust by the town. The trust fund shall consist of all payments by the members, town, state, and all other increments and accruals thereto. The trust shall be held, administered and invested by the board of trustees in the manner herein provided.
- (b) *Valuation of assets.* The trustee, within 45 days following the close of each calendar year shall value the assets of the trust fund as of the close of the last day of such calendar year at their fair market value and shall prepare a written report setting forth all investments, receipts, disbursements and other transactions during the period covered by such report.
- (c) *Powers of the trustee.* To the extent that investment power and direction is not expressly delegated in writing to separate money managers, the trustee shall have the following powers and authority in the investment and administration of trust fund assets:
- (1) To invest and reinvest the trust fund assets in such securities or in such property, real or personal, wherever situated, as the trustee shall deem advisable, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, although the same may not be of the character prohibited for trustees' investment by the laws of the state. The trustee shall be vested with full legal title to the trust fund. Although contributions from time to time paid to the trustee, and the income thereof, without distinction between principal and income, shall be held and administered by the trustee in a single trust fund and the trustee shall not be required to segregate or invest separately any portion of the trust fund, except as otherwise provided in this plan or by separate written instrument.
  - (2) To register any investment held in the trust fund in its own name or in the name of a nominee or nominees and to hold any investment in bearer form, but the books and records of the trustees shall at all times show that all such investments are part of the trust fund.
  - (3) To retain in cash and keep unproductive of income such amount of the trust fund as the trustee may deem advisable, having regard for the cash requirements of the trust.
  - (4)

To buy, sell, convert, redeem, exchange or otherwise dispose of any real or personal property or securities held by it at public or private sale, without notice or advertisement for cash or upon credit, without obligation on the part of any person dealing with the trustee to see to the application of the proceeds of or to inquire into the validity, expediency or propriety of any such disposition; to manage, operate, repair, improve and mortgage or lease for any length of time any real or personal property held in the trust; to make, execute, acknowledge and deliver any and all deeds, leases, contracts, assignments, waivers, releases or other instruments; to borrow money in any amount and upon any terms and conditions, for purposes of this agreement, and to pledge or mortgage any property held in the trust to secure the repayment of any such loan.

- (5) To vote upon any stocks, bonds or securities of any corporation, association or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalizations, consolidations and similar transactions with respect to such securities, to deposit such stock or other securities in any voting trust or any protective or like committee or with the trustee or with depositories designated thereby; to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition of assets; and generally, to exercise any of the powers of an owner with respect to stocks, bonds or other investment comprising the trust fund which it may deem to be the best interest of the trust fund to exercise.
  - (6) To invest all or part of the trust fund in deposits which bear a reasonable rate of interest in a bank or similar financial institution, even though such institution is also a fiduciary.
  - (7) To invest a common or collective trust fund or pooled investment fund maintained by a bank or trust company or a pooled investment fund of an insurance company qualified to do business in the state even though such bank, trust company or insurance company is a disqualified person, as defined in IRC section 4975(e)(2), provided such bank, trust company or insurance company receives not more than reasonable compensation.
  - (8) To make distributions to members or beneficiaries in cash annuity policies, insurance policies or any other property; to borrow or loan sums, except as prohibited by IRC section 4975(c) (without reference to IRC section 4975(d)), as the trustee deems desirable, and for that purpose, to mortgage or pledge all or part of the trust fund.
- (d) *Reports to courts.* The trustee shall not be required to make any inventory or appraisal or report to any court, nor to secure any order of court for the exercise of any power herein contained.
- (e) *Expenses.* All brokerage costs, transfer taxes and similar expenses incurred in connection with the investment and reinvestment of the trust fund, all taxes of any kind whatsoever which may be levied or assessed under existing or future laws upon in respect of the trust fund, and any interest which may be payable on money borrowed by the trustee for the purpose of the trust shall be paid from the trust fund, and until paid, shall constitute a charge upon the trust fund. All other administrative expenses incurred by the trustee in the performance of its duties may be

paid either by the town or the trust fund, as the town shall determine, but until paid shall constitute a charge upon the trust fund. If the town advises the trustee in writing of its determination to make no further contributions to this trust, the expenses of the trustee shall thereafter be charged against and paid out of the trust fund and a lien for the payment thereof shall be impressed upon the assets of the trust to be charged proportionately against the amount standing to the credit of each member. However, no person who is a disqualified person (as defined in IRC section 4975(e)(2)) and who is an employee of the town or is a member of the board may receive compensation from the trust, except for reimbursement of expenses properly and actually incurred.

- (f) *Litigation.* The trustee shall not be required to participate in any litigation either for the collection of monies or other property due the trust fund, or in defense of any claim against the trust fund, unless the trustee shall have been indemnified to its satisfaction against all expenses and liability to which the trustee might become subject.
- (g) *Delegation of custodial duties.* The board of trustees shall appoint (or remove and reappoint), subject to approval of the town commission, a corporate custodian of the trust fund.
- (h) *Delegation of investment powers.* The board of trustees shall appoint (or remove and reappoint), subject to approval of the town commission, an independent investment manager to direct the investments of the trust fund. Neither the custodian, the trustees, nor the town shall be responsible for investment performance of the fund in carrying out and implementing the instructions of the investment manager; however, the board of trustees shall, nevertheless, periodically and continuously, on no less than an annual basis, monitor and review the investment performance of the trust fund.

(Code 1960, § 14A-16)

Sec. 2-187. - Special police retirement trust fund.

- (a) *Created.* There is hereby created in the town a special fund into which there shall be deposited all monies heretofore and hereafter received by the town, under the provisions of F.S. ch. 185.
- (b) *Administration.* The special fund shall be administered by a board of trustees consisting of five members, two of whom shall be legal residents of the town, who shall be appointed by the town commission, and two of whom shall be police officers, who shall be elected by a majority of the police officers who are members of such special fund. The fifth member shall be chosen by a majority of the previous four members; and such person's name shall be submitted to the town commission, which, as a ministerial duty, shall appoint such person to the board of trustees. Successors to such persons shall be chosen in the same manner, and such trustees shall have all powers provided by F.S. ch. 185.
- (c)

*Shares.* Each participant shall be entitled to one share in the special fund for each full year of service as a police officer of the town. Promptly after the passage of this section, the number of full years of service rendered by each participant shall be determined and a record made thereof and the participant shall thereupon have as many shares as there are full years of service rendered; and thereafter as each full year of service is rendered, one share more shall be added to the credit of each participant so rendering such service.

- (d) *Determination of share value.* The total monies received, the interest earned on the assets of the special fund, any gifts, bequests, donations and devises when donated for the fund, shall constitute income to the special fund during each fiscal year, and shall be allocated and the value of the respective participant's shares shall be determined as follows:
- (1) The trustees shall pay all costs and expenses of the management and operation for the fiscal year last ended.
  - (2) The trustees shall set aside as much of the income as they consider advisable as a reserve for expenses for the current fiscal year.
  - (3) After deducting the monies called for under subsections (1) and (2) of this subsection, the remaining monies shall be allocated and credited to the share accounts of the respective participants.
  - (4) The number of shares to which each participant is entitled at the close of each fiscal year shall be added together and the total number of shares thus determined shall be divided into the net amount of money available to be allocated and credited to the respective share accounts. The amount to be credited to the account of each participant will then be obtained by multiplying the value determined for one share by the total number of shares to which each participant is entitled.
  - (5) As promptly as practicable after the close of each fiscal year, the value of each participant's share shall be calculated and credited to his share account at the end of the fiscal year for which the calculation is made. Such calculation shall be made and credits allocated to share accounts once only in each fiscal year, and no prorations shall be made for a part of a fiscal year.
- (e) *Individual records.* An individual account shall be established for each participant, and the amount to which each participant is entitled shall be credited to his account at the end of each fiscal year. No credit shall be made to an individual's account after he has been separated from service whether by retirement, transfer to another town department or in any manner whatsoever.
- (f) *Accounts.* The cash received by the trustees in connection with this special fund shall be kept in an account as approved by the members of the special fund.
- (g)

*Credited benefits.* No participant shall receive benefits from the fund in excess of the amount credited to his account. After completing at least one year, the participant shall be entitled to the entire amount credited to his account, upon separation from the town police department.

- (h) *Death of participant.* If a participant shall die while a member of the town police department, the entire amount of his credit, as of the date of his death, shall be paid to his surviving spouse, primarily for the purpose of defraying final illness and burial expense. If there be no surviving spouse and there is a child or children, the entire amount of participant's credit, as of the date of his death, shall be paid to a person designated in writing by the participant, to be used for payment of final illness and burial expenses with any excess to be paid to the legal guardian of the child or children for the benefit of the child or children. If there be no surviving spouse or children, there shall be paid to the person designated in writing by the participant, to be used for payment of final illness and burial expenses, an amount not to exceed the entire amount of his credit and any excess after payment of final illness and burial expenses shall be paid as designated by the deceased. If the person designated to act for a participant shall predecease him or cannot be located by a reasonable effort or shall refuse to act, or if the deceased participant has failed to designate anyone, the board shall have the right to name a person to carry out the purpose of this subsection. In carrying out the purpose of this subsection, the board shall endeavor to distribute any excess monies after payment of last illness and burial expenses in the same manner in which they would have been distributed in an intestate administration proceeding. The designation shall be in writing, sworn to, and shall be filed with the secretary of the board of trustees.
- (i) *Benefits not subject to legal process.* The rights and benefits provided for herein shall not be subject to garnishment, attachment, execution or any other legal process.
- (j) *Retirement participants.* Upon retirement, a participant shall be paid the entire amount standing to his credit in the special fund at the end of the last preceding fiscal year, in such a manner as he shall elect to receive it, either in a lump sum, in quarterly installments, or as a retirement annuity. Settlement as provided in this section shall be in full acquittal of all claims of a participant against the special fund, and he shall thereon cease to be a participant.
- (k) *Responsibility of town.* The town and its officials shall have no responsibility for the operation of the special fund except as specified in this section, and shall bear no expense in the operation of the special fund.
- (l) *Conflict.* If any provision of this section or the plan hereby created shall conflict with the provisions of F.S. ch. 185, such conflict shall be resolved in favor of the state provisions which are intended to control.
- (m) *Annual distribution to the town.* Effective October 1, 2022, during the first year of the 2022-2025 FOP CBA the sum of \$88,266.00 shall be paid to the town from premium tax revenues received pursuant to F.S. ch. 185. Thereafter, effective October 1, 2023, two-thirds of the annual premium

tax distribution shall be paid to the town and one-third the annual premium tax distribution shall be distributed as shares to the members, as set forth in this section.

(Code 1960, § 14A-17; Ord. No. 23-1751, § 3, 8-8-23)

**Cross reference**— Law enforcement, ch. 50.

Sec. 2-188. - Termination of plan and distribution of trust fund.

Upon termination of the plan for any reason, and upon written notice to the trustee that contributions thereunder are being permanently discontinued, the trust fund shall be apportioned and distributed in accordance with the following procedure:

- (1) The pension board shall determine the date of distribution and the asset value to be distributed, after taking into account the expenses of such distribution.
- (2) The pension board shall determine, subject to a majority decision of the members of the plan (including pensioners) the method of distribution of the asset value, that is, whether distribution shall be by payment in cash, the maintenance of another or substituted trust fund, by the purchase of insured annuities or otherwise, for each class of employees and other persons entitled to benefits under the plan in accordance with the equitable and proportionate interest therein of each person as determined by the actuary from the records of the plan.
- (3) In the distribution of the fund, the pensioners shall have a priority right therein, the pensioners to receive the present value of their pensions and the active members to get a pro rata share of the remainder.
- (4) In case the majority decision shall be to purchase insured annuities, the pension board shall purchase immediate annuities for the pensioners and deferred annuities for the members not on pension in accordance with their respective interests as determined by the actuary.
- (5) Upon compliance with the foregoing provisions of this section, the plan and the obligations and rights created under the plan shall cease and be of no further effect.

(Code 1960, § 14A-19)

Sec. 2-189. - Disability retirement and retirement income.

(a) *Definition.* A member may retire from the service of the town under the plan if he becomes totally and permanently disabled, as defined in subsection (b) of this section, or after January 1, 1968, but prior to his normal retirement date. Such retirement from the service of the town shall be referred to as disability retirement in this section.

(b) *Eligibility.*

- (1)

For members who are not police officers, with respect to disability retirement income payable under the provisions of subsection (e)(1) of this section relating to service-connected long term benefits, and which is approved by the board on or after the effective date of the ordinance from which this section was derived, a member shall be considered totally and permanently disabled if and only if such member is approved by the federal social security system for disability benefits thereunder. A member whose application for federal social security benefits has been denied and thereby is not eligible for service-connected long term disability benefits payable by the plan shall be permitted to submit appropriate application to the board for benefits payable under subsection (e)(4) of this section, relating to nonservice connected long- term benefits as though his disability was not the direct result of his performance of service to the town.

(2) With respect to disability retirement income payable under the provisions of subsection (e)(3) of this section, relating to service-connected temporary benefits, and subsection (e)(4) of this section, relating to nonservice connected long term benefits, a member shall be considered totally and permanently disabled if at least two of the three following:

- a. A duly licensed physician selected by and paid by the board;
- b. A duly licensed physician selected and paid by the member;
- c. A duly licensed physician mutually agreeable to by the physicians selected in subsections (b)(2)a. and (b)(2)b. of this subsection, to be paid by the board;

certify in writing that such member "is wholly prevented from engaging in any occupation for wages or profits, and that he is likely to remain so disabled continuously and permanently" from a cause other than specified in subsection (d) of this section.

(c) *Application for disability retirement.* The town manager, on recommendation of a department head, may initiate an application for disability retirement of a member.

(d) *Nonadmissible causes of disability.* A participant will not be entitled to receive any disability retirement income if, in the opinion of the pension board, the disability is a result of:

- (1) Excessive and habitual use by the participant of drugs, intoxicants or narcotics;
- (2) Injury or disease sustained by the participant while willfully and illegally participating in fights, riots, civil insurrections, or while committing a felony;
- (3) Injury or disease sustained by the participant while serving in any armed forces;
- (4) Injury or disease sustained by the participant diagnosed or discovered subsequent to the date of his employment has terminated;
- (5) Injury or disease sustained by the participant while working for anyone other than the town, and arising out of such employment; or
- (6) Injury or disease sustained by the participant as a result of an act of war, whether or not such act arises from a formally declared state of war.

(e) *Disability retirement income amounts.*

- (1) *Service-connected long-term benefits for members who are not police officers.* In the case of a member who becomes totally and permanently disabled, as defined in subsection (b)(1) of this section relating to eligibility for social security disability benefits, and such disability is the direct result of his performance of service to the town, then such member shall be entitled to long-term monthly benefits payable hereunder in the amount of (i) 75 percent of his rate of monthly compensation in effect on his date of disability reduced by any amounts payable as disability benefits from worker's compensation and the federal social security system, provided such disability was a direct result of a physical injury, or (ii) 45 percent of his rate of monthly compensation in effect on his date of disability reduced by any amounts payable as disability benefits from worker's compensation and the Federal Social Security System, provided such disability was not as a direct result of physical injury. The reduction for social security benefits shall be in the amount of the primary insurance amount (PIA) only and future increases, if any, in the disabled member's social security or worker's compensation benefits shall not serve to reduce any further the disability retirement income payable from the plan. If the amount payable under subsection (e)(1) of this section is less than the amount payable under subsection (e)(4) of this section, then such member's disability shall be treated, for all purposes hereunder, as not having occurred as the direct result of his performance to the town.
- (2) *Service-connected long-term benefits for police officer members.*
  - a. In the case of a police officer member who becomes totally and permanently disabled, and such disability is the direct result of his performance of service to the town, then such member shall be entitled to long-term monthly benefits payable hereunder in the amount of (i) 75 percent of his rate of monthly compensation in effect on his date of disability provided such disability was a direct result of physical injury or (ii) 45 percent of his rate of monthly compensation in effect on his date of disability provided such disability was not as a direct result of physical injury. If the amount payable under subsection (e)(2) of this section is less than the amount payable under subsection (e)(4) of this section, then such member's disability shall be treated, for all purposes hereunder, as not having occurred as the direct result of his performance to the town. Anything herein to the contrary notwithstanding, the provisions of F.S. §§ 185.161 and 185.341(2), as amended from time to time, shall apply.
  - b. Any condition or impairment of health of a police officer member caused by tuberculosis, heart disease or hypertension shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary is shown by competent evidence, provided that such police officer member shall have successfully passed a physical examination upon entering into service as a police officer, including cardiogram, which



examination failed to reveal any evidence of such condition; and provided further, that such presumption shall not apply to benefits payable under or granted in a policy of life insurance or disability insurance.

- (3) *Service-connected temporary benefits.* In the case of a member who becomes totally and permanently disabled, as defined in subsection (b)(2) of this section, relating to two out of three physicians, and such disability is the direct result of his performance of service to the town, but such member is not eligible for worker's compensation, then such member shall be entitled to temporary monthly benefits payable hereunder in the amount of the approximate monthly benefits that would have been payable to a totally and permanently disabled worker under worker's compensation, reduced by any amounts payable from any formal plan of disability insurance sponsored by the town. If such a member described above in this subsection is eligible for any worker's compensation benefits, then no temporary plan benefits are payable under this subsection.
  - (4) *Nonservice-connected long-term benefits.* In the case of a member who becomes totally and permanently disabled, as defined in subsection (b)(2) of this section relating to two out of three physicians, and such disability is not the direct result of his performance of service to the town, then such member shall be entitled to long-term monthly benefits payable hereunder in the amount as computed pursuant to subsection 2-176(c) based on his average final compensation and creditable service as of his date of disability.
- (f) *Payment of disability retirement income.* The monthly retirement income to which a member is entitled in the event of his disability retirement will be payable on the first day of each month.
- (1) *Service-connected long-term benefits.* In the case of a benefit payable to a member under subsection (e)(1) or (2) of this section, the first payment shall be due as of the first day of the month for which the first social security disability payment is due. Prior to commencement of any payments hereunder, the disabled member shall provide proper written evidence indicating that he has been approved for disability benefits under the federal social security system and the date such benefits commence and shall provide proper written evidence indicating that application has been made for worker's compensation benefits. If benefits are paid for worker's compensation or social security as a single lump sum, then the disability retirement income hereunder shall not commence until an amount equal to the total of such lump sum would have been payable hereunder if not for the reduction feature.
  - (2) *Service-connected temporary benefits.* In the case of benefits payable to a member under subsection (e)(3) of this section, the first payment shall be due as of the first day of the month following the date such member's sick pay compensation and vacation pay compensation would have been exhausted if drawn on the regular periodic payroll dates. The last such temporary benefits payable shall be the payment due immediately preceding the date benefits payable under subsection (e)(1) or (2) of this section, relating to service-connected long-term benefits, would be scheduled to commence.

- (3) *Nonservice-connected long-term benefits.* In the case of benefits payable to a member under subsection (e)(4) of this section, the first payment shall be due as of the first day of the month following the date such disability retirement was approved by the board.

The last disability payment made hereunder shall be either (i) the payment due next preceding the date of recovery if the member recovers from disability prior to normal retirement date, or (ii) the payment due next preceding death if the disabled member dies without recovering from his disability prior to normal retirement date, or (iii) the payment due next preceding normal retirement date if the disabled member does not recover or die prior to such normal retirement date. The normal retirement date as referenced in the preceding sentence shall be determined assuming creditable service to date of disability. If the disability retirement income payments are terminated by reason of (i) above, additional benefits, if any, are payable by the plan only under subsection 2-176(b) or 2-176(e), using creditable service and final average compensation as of date of disability. If the disability retirement benefits are terminated by reason of (iii) above, additional benefits are payable for life by the plan as computed under subsection 2-176(c), using creditable service and final average compensation as of date of disability, with the amount of such additional benefits, however, to be not less than the amount of the disability retirement income paid prior thereto.

- (g) *Recovery from disability.* If the board finds that a member who is receiving a disability retirement income from the plan is, at any time prior to his normal retirement date, no longer totally and permanently disabled as defined in subsection (b) of this section, the board shall direct that the disability retirement income be discontinued.

- (1) In the case of a disabled member whose disability retirement income was approved by the board under subsection (b)(1) of this section, relating to eligibility for social security benefits, and was payable under subsection (e)(1) of this section, relating to service-connected long-term benefits, the board shall determine that such member is no longer totally and permanently disabled if and only if disability benefits to him from the federal social security system have been discontinued. The date of recovery shall be considered to be the date of the last such social security disability payment. As a condition of continued entitlement to disability retirement income payable under subsection (e)(1) of this section, a disabled member shall, at the request of the board, submit proper written evidence sufficient to verify his continued receipt of and entitlement to disability benefits payable by social security.
- (2) In the case of a disabled member whose eligibility for disability retirement income was determined (regardless of date of determination, date of disability or date of approval) pursuant to the requirements of subsection (b)(2) of this section, relating to two out of three physicians, the board's determination that such disabled member is no longer totally and permanently disabled shall be based on the same criteria set forth in such subsection (b)(2) of

this section. As a condition of continued entitlement to disability retirement income, such member described above shall submit, at the request of the board but not more frequently than once each year, to such examinations necessary in order for the board to secure physicians' certifications pursuant to subsection (b)(2) of this section. Such physicians' certifications shall not necessarily be from the same physicians who provided the original or subsequent certifications for such disabled member.

No provisions of this chapter shall be construed as entitling a formerly disabled member to be reemployed by the town after the board determines that such member is no longer totally and permanently disabled.

- (h) *Reemployment by the town.* If the participant recovers from disability and if reemployed by the town, his service will be deemed to have been uninterrupted, but the period beginning with the first month for which he received a disability retirement income payment and ending with the date he reentered the service of the town will not be considered as creditable service for the purposes of the plan.

(Code 1960, § 14A-21; Ord. No. 1411, § 5, 9-12-00; Ord. No. 1458, § 7, 1-10-06)

#### Sec. 2-190. - Fiduciaries and fiduciary responsibility.

Regardless of any other provision in this plan and the related trust indenture, this section and the provisions thereof shall control and take precedence over any other provision in conflict therewith.

- (1) *Fiduciary.* A "fiduciary" shall be any person or entity who exercises any discretionary authority or control regarding management of the plan or plan assets; any person or entity who renders or who has authority or responsibility to render investment advice; or any person or entity who has any discretionary authority or responsibility in plan administration. Any person or entity may serve in more than one fiduciary capacity. The term "fiduciary" shall include but not be limited to: the board, corporate trustee, and custodian of plan assets and any investment advisor.
- (2) *General standards of responsibility.* All fiduciaries shall discharge their duties with respect to the plan solely in the interest of members and beneficiaries, and more particularly as follows:
  - a. For the exclusive purpose of providing benefits to members and their beneficiaries, and defraying reasonable plan administrative expenses.
  - b. With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in conduct of an enterprise of a like character and with like aims.
  - c. By performing their duties in accordance with the documents and instruments setting forth and governing the plan.
- (3)

*Prohibited transaction.* Except as otherwise specifically allowed by law or regulations, a fiduciary shall not cause to take place, between the fund and a party in interest, the following types of transactions:

- a. The sale, exchange, or lease of property.
- b. The lending of money or other extension.
- c. The furnishing of goods, services or facilities.
- d. The transfer to, or use by or for the benefit of, a party in interest, of any fund assets.
- e. The acquisition on behalf of the fund of any town security or real property.

(4) *Conflict of interest.* No fiduciary shall deal with assets of the fund in his own interest or for his own account; nor shall he act in any transaction involving the fund on behalf of a party whose interests are adverse to the interests of the plan, its members or beneficiaries; nor shall he receive any consideration for his own personal account from any party dealing with a transaction involving assets of the fund.

(5) *Indemnity.* The town shall hold the pension board harmless from and shall indemnify the members for the consequences of their acts or omissions and conduct in their official capacity, including the cost of litigation and counsel fees except for willful misconduct or gross negligence.

(Code 1960, § 14A-22)

Sec. 2-191. - Penalty for violation of division.

Any person violating any of the provisions of this division shall, upon conviction, be punished as provided in [section 1-8](#). In addition thereto, if the person convicted is a member of the plan, such conviction shall disentitle the person so convicted to further rights to participate in the plan, if the commission by resolution shall so direct. Upon the filing of a copy of such resolution with the board, the rights of such participant shall cease and the board shall return to him such moneys as he shall have paid into the plan, subject to the rights of the town to a lien on such funds for the payment of such fine, if so ordered by the commission.

(Code 1960, § 14A-20)

Sec. 2-192. - Cost-of-living adjustment for retired members and their beneficiaries.

(a) The purpose of this subsection (a) is to provide a cost-of-living adjustment to the benefits payable to members who retired on or after January 1, 2004 through January 14, 2020 and their beneficiaries. Commencing on the first day of January, 2004 and on the first day of each January thereafter, the benefit of each retired member or beneficiary shall be adjusted as follows:

- (1) The amount of the monthly benefit payable for the 12-month period commencing on the first adjustment date shall be the amount of the monthly benefit plus one and one-half percent. The amount of the monthly benefit payable for subsequent 12-month periods shall be the

amount of the monthly benefit being received on January 1 immediately preceding the adjustment date plus an amount equal to one and one-half percent of said benefit. Effective January 1, 2020, the cost of living benefit shall be two percent for all members who retire on or after January 1, 2020.

- (2) To receive a cost-of-living adjustment hereunder, a retired member must have been retired for at least one year prior to the effective date of this section or at least one year as of an adjustment date. However, a cost-of-living adjustment shall be paid on a pro rata basis for any fractional year in excess of one year as of an adjustment date.
  - (3) For purposes of determining eligibility of a beneficiary for a cost-of-living adjustment hereunder, the retired member's date of retirement shall govern.
- (b) The purpose of this subsection (b) is to provide a cost-of-living adjustment to the benefits payable to bargaining unit members who retired or entered DROP after January 14, 2020 and their beneficiaries. On the first day of each January each year thereafter, the benefit of each retired member or beneficiary shall be adjusted as follows:
- (1) The amount of the monthly benefit payable for the 12-month period commencing on the first adjustment date shall be the amount of the monthly benefit plus two percent. The amount of the monthly benefit payable for subsequent 12-month periods shall be the amount of the monthly benefit being received on January 1 immediately preceding the adjustment date plus an amount equal to two percent of said benefit.
  - (2) To receive a cost-of-living adjustment hereunder, a retired member must have been retired for at least one year prior to the effective date of this section or at least one year as of an adjustment date. However, a cost-of-living adjustment shall be paid on a pro rata basis for any fractional year in excess of one year as of an adjustment date.
  - (3) For purposes of determining eligibility of a beneficiary for a cost-of-living adjustment hereunder, the retired member's date of retirement shall govern.
- (c) The purpose of this subsection (c) is to provide a cost-of-living adjustment to the benefits payable to non-bargaining unit members who retired or entered DROP after January 14, 2020 and their beneficiaries. On the first day of each January each year thereafter, the benefit of each retired member or beneficiary shall be adjusted as follows:
- (1) The amount of the monthly benefit payable for the 12-month period commencing on the first adjustment date shall be the amount of the monthly benefit plus one and one-half percent. The amount of the monthly benefit payable for subsequent twelve-month periods shall be the amount of the monthly benefit being received on January 1 immediately preceding the adjustment date plus an amount equal to one and one-half percent of said benefit.
  - (2) To receive a cost-of-living adjustment hereunder, a retired member must have been retired for at least one year prior to the effective date of this section or at least one year as of an adjustment date. However, a cost-of-living adjustment shall be paid on a pro rata basis for

any fractional year in excess of one year as of an adjustment date.

- (3) For purposes of determining eligibility of a beneficiary for a cost-of-living adjustment hereunder, the retired member's date of retirement shall govern.

(Ord. No. 1444, § 1, 11-18-03; Ord. No. 20-1707, § 3, 1-14-20; Ord. No. 20-1711, § 3, 2-11-20)

Sec. 2-193. - Deferred retirement option plan.

A deferred retirement option plan ("DROP") is hereby created as follows:

- (1) *Eligibility.* A member of the plan who reaches normal retirement age shall be eligible to participate in the DROP ("eligible member"). An eligible member may participate in the DROP for a maximum of 60 months from the date the member reaches his or her normal retirement date. Anything herein to the contrary notwithstanding, if an eligible member has reached his or her normal retirement date on or before the date the DROP plan is implemented, then the eligible member shall have 60 days from the date the DROP plan is implemented to elect in writing to participate in the DROP for the maximum DROP participation period of 60 months. Effective October 1, 2022, the maximum period of DROP participation shall be 72 months for sworn law enforcement officers and communications operators. Effective October 1, 2023, the maximum period of DROP participation shall be 72 months for general and senior management members, including current DROP participants, who are not members of a collective bargaining unit.
- (2) *Participation.*
- a. An eligible member may elect to become a participant in the DROP ("participant") with 30 days advance written notice to the town and the board during the applicable DROP period; however, in no event shall the DROP period be extended beyond 60 months or 72 months for sworn law enforcement officers and communications operators. As a condition of participating in the DROP, the eligible member must agree to terminate town employment at the conclusion of the DROP period and must submit a letter of resignation to the town, which letter shall be coupled with an interest and shall be irrevocable, prior to entering the DROP.
- b. An eligible member may participate in the DROP only once and, after commencement of DROP participation, he or she shall never have the right to be a member of the plan again.
- (3) *Termination.* A participant may elect to terminate DROP participation and town employment earlier than the maximum DROP participation period by providing 30 days' advance written notice to the town and the board.
- (4) *Employment and retirement status.*
- a.

Participants will be subject to the same employment standards and policies that are applicable to town employees who are not DROP participants. Participation in the DROP is not a guarantee of employment with the town. Participation in the DROP will end if the town terminates the participant for any reason.

b. Upon the effective date of the eligible member's entry into the DROP, the participant will be considered retired for purposes of the plan and membership in the plan shall be terminated. No further member contributions shall be required after the participant enters the DROP. Compensation and creditable service shall remain as they existed on the effective date of the eligible member's commencement of participation in the DROP. The monthly service retirement allowance that would have been payable had the eligible member instead elected to cease town employment and receive retirement benefits shall be paid into the participant's DROP account.

- (5) *DROP account.* During the DROP participation period, the participant's monthly service retirement allowance will be paid into the participant's DROP account. After each fiscal quarter, the average daily balance of the participant's DROP account shall be credited or debited at a rate equal to the actual net investment return realized by the plan for that quarter. "net investment return" for purposes of this paragraph is the total return on the assets in which the participant's DROP account is invested by the pension board net of brokerage commissions, transaction costs, investment management fees and other investment-related charges.
- (6) *Failure to terminate employment at the end of DROP participation period.* If a participant does not terminate town employment at the end of the maximum DROP participation period, no benefit payments will be made either to the participant's DROP account or to the participant until the participant terminates his or her employment with the town. In addition, for the duration of employment beyond the end of the maximum DROP participation period, the participant's DROP account shall be debited with any negative net investment returns but shall not be credited with any positive net investment returns.
- (7) *Distribution of DROP account.*
- a. Within 120 days following the participant's termination of the employment or death, the participant's entire DROP account balance shall be distributed to the participant (or in the event of the death, to the participant's designated beneficiary or estate) in a cash lump sum, unless the participant elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the participant. Regardless of the option selected by the participant, the board has the right to accelerate or defer payments to comply with the Internal Revenue Code. The DROP is intended to comply with the Internal Revenue Code and the board shall take no action which would jeopardize the tax qualification of the plan.

b. DROP payments to a beneficiary shall be in addition to retirement benefits payable under any optional form of retirement benefit elected by the participant.

(8) *Liability for payments.* All benefits payable under the DROP shall be paid only from the assets of the DROP, and neither the town nor the board shall have duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by applicable law.

(9) *Administrative rules.* The board is authorized to adopt any additional rules necessary for proper administration of the DROP.

(Ord. No. 1458, § 8, 1-10-06; Ord. No. 1603, § 1, 8-13-13; Ord. No. 23-1740, § 3, 5-9-23; Ord. No. 23-1751, § 4, 8-8-23; Ord. No. 23-1757, § 2, 10-10-23)

Sec. 2-194. - Use of premium tax revenues.

(a) Commencing October 1, 2019, all insurance premium tax revenues received annually by the town in accordance with F.S. ch. 185 shall be utilized as follows:

(1) \$18,309.00 shall be allocated and credited to the members' share plan accounts, in a manner provided for under section 2-187;

(2) 50 percent of the difference between \$18,309.00 and the total received each year from the state shall be used by the town to offset its pension contribution; and

(3) 50 percent of the difference between \$18,309.00 and the total received each year from the state shall be allocated and credited to the members' share plan accounts.

(b) All accumulated insurance premium tax revenues that have not been allocated as of December 31, 2018 shall be allocated to special police retirement trust fund, in the manner provided for under section 2-187.

(Ord. No. 20-1711, § 4, 2-11-20)

Secs. 2-195—2-200. - Reserved.



# MEMORANDUM

## FINANCE DEPARTMENT

To: Mayor and Town Commission

From: Christopher Wallace, Interim Finance Director

Date: Tuesday, July 16, 2024

Subject: Retirement Plan Alternatives and Considerations

The Town currently has established a single-employer defined benefit retirement plan that covers substantially all the employees of the Town of Surfside. The plan is established under a trust and is administered by a five-member Board of Trustees. The plan was established in 1962 and the last amendment to the plan was effected on January 1, 2020. At 9/30/22, the plan had 49 plan members receiving benefits, 7 plan members not in the employ of the Town but eligible to receive benefits at a later date, and 91 active plan members currently employed by the Town, all for a total of 147 active plan members.

Benefits under the plan are differentiated between sworn police officers and general employees. The benefit available to each employee is defined by the length of service with the Town and the employee's average final compensation. Sworn police employees contribute 8% of their covered compensation to the plan. General employees contribute 7% of their covered compensation to the plan. The Town contributes an amount that varies based upon the actuarial experience of the plan. The average contribution rate as a percent of payroll for FY2022 was 23.86%. The plan was 94.66% funded when measuring the Fiduciary Net Position as a percentage of the Total Pension Liability. This would be considered exceptional and helps to explain the relatively low contribution rates by the Town. The Plan's actuary assumes an investment rate of return of 7.25%, which might be considered not conservative enough. A lower assumed rate of return would result in a larger Town contribution.

### **COMPARING A DEFINED BENEFIT RETIREMENT PLAN TO A DEFINED CONTRIBUTION RETIREMENT PLAN.**

A defined benefit retirement plan is what many would consider to be a traditional retirement plan. The employee's monthly retirement payment is essentially determined by their length of service and their average final compensation, and the formula yields a defined amount to be paid to the employee each month. The risk of funding this type of plan almost always is the burden of the employer. This type of plan rewards employees for length of service to the employer and can act as a constraint to employees who are thinking of changing jobs. This can be viewed as a positive or negative.

A defined contribution plan has become more common as employers seek to limit their liability and have more certainty over their contributions from year-to-year. The employer's and the employee's contributions are generally fixed, and payments are made to the employee's

retirement account where the employee makes their investment decisions. The risk of what will be available at retirement rests with the employee and the employer's obligation to make additional contributions in the event of market declines does not exist. This type of plan does not anchor an employee to the employer as they can take their account balances with them. It does not reward loyalty in the same way as a defined benefit plan would.

#### **CONSIDERATIONS IN MOVING EMPLOYEES FROM A DEFINED BENEFIT RETIREMENT PLAN TO A DEFINED CONTRIBUTION PENSION PLAN**

The biggest hurdle an employer will face when moving to a defined contribution plan is the existence of collective bargaining agreements which require the employer to in good faith bargain for the retirement benefit. Particularly for public safety employees, this will generally be a nearly intractable issue. For employees not covered by a collective bargaining agreement, the Town is generally free to impose most working conditions and benefits; however, employee morale will likely be affected.

Converting the retirement plan can take different paths:

1. Keep the current plan and move new employees into the new plan. Over a long period of time, the current plan will eventually go away. It is also possible to purchase an insurance policy that will fix the Town's liability and still guarantee the benefit to the employee. This will not likely result in much of a savings to the Town, but ultimately will fix its liability and likely reduce its future costs.
2. Terminate the plan. In this scenario, the employee's current vested and non-vested benefits are frozen, and they are given the option to take that amount and roll it over into the new plan, increasing their account balance or they can cash it out or they can purchase an annuity that will pay the defined benefit amount starting at their retirement date. Any shortfall in plan assets would have to be made up by the Town. An excess will likely revert to the Town.

Another consideration for sworn police officers is the Town's share of a tax on commercial insurance policies ("Chapter 185" monies) that is required to be used to in part to fund additional police retirement benefits. These funds must be used for the exclusive benefit of sworn police officers in a plan that has certain prescribed minimum benefits and minimum standards. It's unlikely that a plan that is solely a defined contribution plan would satisfy the statutory and administrative requirements to receive this money and thus would be forfeited.

Converting or changing the plan or the plan design will entail a significant amount of legal work (labor and pension), actuarial work, and accounting work and would likely take several months.

This memorandum is a brief outline of the issues and consideration involved in changing the Town's pension plan. The first step would be to negotiate the changes in good faith with both of the Town's unions as their contracts expire.

Should you need additional information, please feel free to contact me.