CITY OF NORTH LAUDERDALE

COMMISSION MEETING

TUESDAY, OCTOBER 29, 2019

REGULAR MEETING – 6:00 p.m.

WATER CONTROL DISTRICT MEETING
(Immediately following the regular meeting)

AGENDA

1. INVOCATION AND PLEDGE OF ALLEGIANCE – Commissioner Lorenzo Wood

2. ROLL CALL

   Mayor Ana Ziade
   Vice Mayor Samson Borgelin
   Commissioner Rich Moyle
   Commissioner Lorenzo Wood
   Commissioner Mario Bustamante
   City Manager Ambreen Bhatti
   City Attorney Samuel S. Goren
   City Clerk Patricia Vancheri

3. APPROVAL OF MINUTES – None submitted

4. PRESENTATIONS
   a. Broward League of Cities, (BLC) Video
   b. Greater Fort Lauderdale Alliance - Leadership Award to Katherine Randall, Assistant Community Development Director (Commissioner Wood)

5. PROCLAMATIONS
   a. United Nations Day – October 24
   b. Walk to School Day – October 30
   c. Sickle Cell Disease Awareness Day – November 9
6. **PUBLIC DISCUSSION**

7. **OTHER BUSINESS**

   a. **RESOLUTION - Lobbyist’s Services Agreement – Becker and Poliakoff, P.A.**

      - Motion, second and vote to read
      - Attorney reads title
      - Staff presentation (City Attorney/City Manager)
      - Commission motion and second to adopt
      - Commission discussion
      - Commission vote

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE MAYOR, TO EXECUTE AND TO OTHERWISE ENTER INTO THE ATTACHED LOBBYING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF NORTH LAUDERDALE AND BECKER AND POLIAKOFF, P.A., FROM NOVEMBER 1, 2019 TO OCTOBER 31, 2020; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

   b. **ORDINANCE - First Reading: Fiscal Year End (FYE) 2019 Budget Amendment**

      - Motion, second and vote to read
      - Attorney reads title
      - Staff presentation (Susan Nabors)
      - Commission motion and second to adopt
      - Commission discussion
      - Commission vote

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING ORDINANCE NO. 18-09-1379 BY WHICH THE CITY COMMISSION DID ADOPT THE BUDGET OF THE CITY OF NORTH LAUDERDALE FOR THE 2018/2019 FISCAL YEAR, TO REVISE THE BUDGET AS DOCUMENTED IN “EXHIBIT A” ATTACHED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND, PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, RELATING TO THE MEMORANDUM OF UNDERSTANDING REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM; APPOINTING REPRESENTATIVES TO REPRESENT THE CITY OF NORTH LAUDERDALE IN MATTERS RELATING TO THE MEMORANDUM OF UNDERSTANDING; PROVIDING DIRECTION ON REPRESENTATION ON THE TECHNICAL GROUP OF THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE.
8. REPORTS

a. Update on Town Center Redevelopment (Katherine Randall)

b. Neighborhood Beautification Awards (Katherine Randall)

9. CITY MANAGER COMMENTS

a. Upcoming Events
   • Saturday, November 9 – 8:00am (registration 7:00am) – Sickle Cell Run/Walkathon Fundraiser – Hampton Pines Park

b. City Manager Annual Review

10. COMMISSION COMMENTS

a. Discussion and motion to approve Florida League of Cities Membership Dues (2019-2020) - $5,848.00

b. Discussion and Motion to cancel the second Commission meeting for the month of November (November 26) and December (December 31) due to the Thanksgiving and Christmas holidays

c. Request for Ceremonial Item – Proclamation for Burnham Woods Day (Samson Borgelin)

11. CITY ATTORNEY COMMENTS

a. RESOLUTION - Municipal Elections Agreement with Broward Supervisor of Elections for Poll workers for November 2020 Election

   ▪ Motion, second and vote to read
   ▪ Attorney reads title
   ▪ Staff presentation (City Attorney/City Clerk)
   ▪ Commission motion and second to adopt
   ▪ Commission discussion
   ▪ Commission vote

TAKE ANY AND ALL STEPS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

12. ADJOURNMENT

*****CONVENE TO WATER CONTROL DISTRICT MEETING****
WHEREAS, The United Nations came into being in 1945, following the devastation of the Second World War, with one central mission: the maintenance of international peace and security; and

WHEREAS, the United Nations has provided a forum for nations to resolve conflicts peacefully since it was founded more than 70 years ago with the aim of breaking the cycle of global conflict; and

WHEREAS, The United Nations does this by working to prevent conflict; helping parties in conflict make peace; peacekeeping; and creating the conditions to allow peace to hold and flourish; and

WHEREAS, the United Nations upholds international law, protecting human rights and promoting democracy; and

WHEREAS, The term “human rights” was mentioned seven times in the UN's founding Charter, making the promotion and protection of human rights a key purpose and guiding principle of the Organization; and

WHEREAS, One of the purposes of the United Nations, as stated in its Charter, is "to achieve international co-operation in solving international problems of an economic, social, cultural, or humanitarian character”; and

WHEREAS, the work of the United Nations is global, touching the lives of billions of people; and

NOW, THEREFORE, BE IT RESOLVED that the City of North Lauderdale recognizes October 24, 2019 as,

UNITED NATIONS DAY

and encourage all residents to celebrate the combined efforts of each member state to achieve the United Nations’ goals of international peace and security and developing friendly relations among all nations.

Dated this 29th day of October, 2019

____________________________________
MAYOR ANA M. ZIADE
PROCLAMATION

Walk to School Day

WHEREAS, the lives of hundreds of children could be saved each year if communities take steps to make pedestrian safety a priority.

WHEREAS, a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine; and

WHEREAS, driving students to school by private vehicle contributes to traffic congestion and air pollution; and

WHEREAS, an important role for parents and caregivers is to teach children about pedestrian safety and become aware of the difficulties and dangers that children face on their trip to school each day and the health and environmental risks related to physical inactivity and air pollution; and

WHEREAS, community leaders and parents can determine the "walkability" of their community by using a walkability checklist; and

WHEREAS, community members and leaders should make a plan to make immediate changes to enable children to safely walk and bicycle in our communities and develop a list of suggestions for improvements that can be done over time; and

WHEREAS, children, parents and community leaders around the world are joining together to walk to school and evaluate walking and bicycling conditions in their communities; and

NOW, THEREFORE, BE IT RESOLVED that the City of North Lauderdale recognizes October 30, 2019 as,

WALK TO SCHOOL DAY

and encourages everyone to consider the safety and health of children today and every day.

Dated this 29th day of October, 2019

______________________________
MAYOR ANA M. ZIADE
PROCLAMATION

Sickle Cell Disease Awareness Day
November 9, 2019

WHEREAS, sickle cell disease is a group of inherited disorders that affects hemoglobin, the molecule in red blood cells that delivers oxygen to cells throughout the body; and

WHEREAS, sickle cell disease causes atypical hemoglobin molecules, called hemoglobin S, which distorts red blood cells into a sickle, or crescent, shape; and

WHEREAS, signs and symptoms of sickle cell disease include low red blood cell count, repeated infections, and periodic episodes of pain, and these signs usually begin in early childhood; and

WHEREAS, sickle cell disease is the most common blood disorder in the United States, affecting approximately 100,000 Americans; and

WHEREAS, this disease is most common among peoples who ancestors come from Africa, Mediterranean countries, the Arabian Peninsula, India, and Spanish-speaking regions of South America, Central America, and parts of the Caribbean; and

WHEREAS, sickle cell disease occurs in about 1 out of every 365 African-American births, and 1 out of every 16,300 Hispanic-American births; and

WHEREAS, Sickle Cell Awareness Month will help raise public awareness of individuals and families affected by this disease; and

WHEREAS, it is critical that those affected by sickle cell disease have access to quality, affordable care, and that research of this disease continues;

WHEREAS, the Sickle Cell Disease Association (SCDA) of Broward County was organized in 1977, under the leadership of the late Cheryl Peterman; and

WHEREAS, Ms. Peterman’s goal was to increase community awareness about the disease and to improve the quality of life for Sickle Cell clients and their families; and

WHEREAS, the SCDA of Broward County is involved in screening, educating, counseling, providing service programs, and Sickle Cell updates regarding research, treatment improvements, and our ultimate goal, to eventually discover a cure; and

NOW, THEREFORE, BE IT RESOLVED that the City of North Lauderdale recognizes November 9, 2019 as,

SICKLE CELL DISEASE AWARENESS DAY

and encourage all residents to work together to raise awareness of available treatment options and prevention services for those who suffer or are at risk of suffering from the disease.

Dated this 29th day of October, 2019

__________________________________
MAYOR ANA M. ZIADE
At the September 10, 2019 City Commission meeting, the Commission directed the City Manager to look for potential governmental lobbyist that could assist the City in representing the City on legislative issues and obtaining State appropriations and other funding sources for upcoming Capital Improvement Projects of the City.

As a result, the City received three proposals from the following firms which were presented to the Commission at the October 8, 2019 meeting.

- Becker and Poliakoff, P.A.
- TSE or Tripp Scott Ericks
- Capital Hills Consultants

After brief introductions and presentations by the three firms, the Commission ranked the firms and Becker and Poliakoff received the highest score, therefore making it the top ranked firm. After the rankings, the Commission directed the City Attorney’s office and Administration to negotiate an acceptable Agreement with the top ranked firm. Tonight, we are presenting the attached Agreement for Commission’s approval.

The provisions included in the Agreement are, but not limited to, as follows:

- Term of the Contract – Effective November 1, 2019 to October 31, 2020 with annual renewal option.
- Scope of Services – Consultant’s responsibilities and City’s responsibilities
- Compensation – Annual fee of $40,000.00 - any additional expensances to be approved by the Commission in advance.
- Conflict of Interest Clause
- Termination Clause

**RECOMMENDATION:**

The City Administration recommends Commission’s consideration and approval of the attached resolution authorizing the Mayor to execute a Lobbying Services Agreement by and between the City of North Lauderdale and Becker and Poliakoff P.A. from November 1, 2019 to October 31, 2020.
RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE MAYOR, TO EXECUTE AND TO OTHERWISE ENTER INTO THE ATTACHED LOBBYING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF NORTH LAUDERDALE AND BECKER AND POLIAKOFF, P.A., FROM NOVEMBER 1, 2019 TO OCTOBER 31, 2020; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, THAT:

SECTION 1. The Mayor of the City of North Lauderdale, Florida, be and the same is hereby authorized, on behalf of the City of North Lauderdale to execute and to otherwise enter into the Lobbying Services Agreement attached hereto and incorporated hereby by reference, pursuant to which agreement the City retain the services of Becker and Poliakoff, P.A. to provide Lobbying Services to the City of North Lauderdale from November 1, 2019 through October 31, 2020.

SECTION 2. The City Manager of the City of North Lauderdale, Florida, be and the same is hereby authorized and directed to all things necessary and expedient in order to effectuate the execution of and the performance of the Lobbying Services Agreement, described in Section 1 above, and to carry out the aims of this Resolution and the said Agreement.

SECTION 3. This Resolution shall take effect November 1, 2019 after its adoption.


APPROVED AS TO LEGAL FORM
BY CITY ATTORNEY:

____________________________
SAMUEL S. GOREN, ESQUIRE

____________________________
MAYOR ANA M. ZIADE

____________________________
VICE MAYOR SAMSON BORGELIN

ATTEST:

____________________________
CITY CLERK PATRICIA VANCHERI
LEGISLATIVE CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF NORTH LAUDERDALE AND BECKER & POLIAKOFF, P.A.

THIS AGREEMENT, made and entered into this 18th day of October, 2019,
by and between:

CITY OF NORTH LAUDERDALE, FLORIDA, a municipal corporation
701 SW 71st Avenue
North Lauderdale, FL 33068
(hereinafter referred to as "CITY")

and

BECKER & POLIAKOFF, P.A., a Florida corporation
1 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301
(hereinafter referred to as "CONSULTANT")

IN CONSIDERATION of the mutual covenants and conditions herein expressed and of
the faithful performance of all such covenants and conditions, CITY and CONSULTANT do
mutually agree as follows:

Section 1. PURPOSE: The parties agree that the main purpose of this Agreement is for
CONSULTANT to provide professional legislative consulting services throughout
the year, particularly during legislative sessions including but not limited to
solicitation of appropriations, meetings as well as state administrative and agency
hearings, meetings or rule making proceedings, and to assist CITY with State and
Local Government regulatory agencies.

Section 2. SCOPE OF SERVICES:

2.01 This Scope of Services between CITY and CONSULTANT and any and all
Exhibits, will set forth the duties, obligations and responsibilities of CITY and
CONSULTANT in the provision of legislative consulting services and related services
for CITY. CONSULTANT shall specifically provide the services for issues as directed
by the City Commission. CONSULTANT'S services during the term of this Agreement
shall include, but not be limited to:

2.01.1 Work with the City Commission, City Manager’s Office and the Broward
County Legislative Delegation in developing appropriations, special or general
legislation as directed by the City Commission.

2.01.2 Testify and Lobby during and prior to the Legislative Session(s),
Governor and Cabinet, as necessary, on behalf of the City of North Lauderdale,
including Legislative Committee meetings and the various meetings of the Broward County Legislative Delegation.

2.01.3 Appear and testify before State agency hearings, rule-making proceedings and other administrative and legislative meetings, as necessary, in order to promote and seek passage of appropriations and or legislation affecting the CITY as directed by the City Commission.

2.01.4 Coordinate appointments/meetings between the Mayor, City Commissioners, and other City Staff, upon the City Commission’s request, with appropriate State officials/legislators. This includes appointments/meetings with State Agencies/Departments in efforts to secure appropriations and other funding opportunities that could be availed directly from these agencies/departments for City projects and any other necessary intergovernmental coordination.

2.01.5 Report regularly to the City Commission, City Manager, and other applicable staff as designated by CITY, through correspondence, informational bulletins, and personal briefings concerning legislation, rules, policy and program directions. This will include, but not be limited to, forwarding copies of appropriate bills to CITY, informing CITY of various meetings/hearings attended on CITY’S behalf, providing CITY with any applicable interim studies prepared by the House or Senate, clippings, information from the Florida Administrative Weekly which may be pertinent to CITY, and individually meeting with or contacting Mayor and City Commission on issues, as required by the City Commission.

2.01.6 CONSULTANT may be requested to provide specific services for additional issues. Said services shall be outlined in a separate scope of work approved in writing by the City Commission and incorporated herein as an Exhibit to this Agreement.

2.02 The CONSULTANT shall provide the City Commission and the City Manager’s office with periodic reports during the time that the Florida Legislature has been called into regular and special session. Additionally, the CONSULTANT shall be required to send immediate alerts to the City Commission and City Manager’s offices when any immediate action may be required to be taken by the CITY or any action is being contemplated by the Florida Legislature which will directly impact the CITY. Furthermore, the CONSULTANT shall make appointments for and accompany the Mayor, City Commission and City staff in conjunction with the Broward Days Tallahassee Program or similar visitation program for City officials during the regular session as well as assist in arranging trips to Tallahassee for staff or elected officials when required to address specific issues affecting the City of North Lauderdale. Additionally, the CONSULTANT shall enhance the Legislative program process by initiating discussions, conferences and meetings with the CITY, by and through its elected representatives and Senior Management staff personnel, prior to the commencement of the Regular Session of the Legislature.
Section 3.  RESPONSIBILITIES OF CITY:

3.01 CONSULTANT shall coordinate directly with the City Commission; however, other individuals may be designated by the City Commission from time to time.

3.02 CITY shall have appropriate staff available as required to discuss issues with CONSULTANT. CITY acknowledges that, especially during the legislative session, it is important to have the appropriate staff available.

3.03 CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of the Legislative Consulting Services under this Agreement.

Section 4.  CONSULTANT RESPONSIBILITIES:

4.01 CONSULTANT shall perform the scope of services, as set out in Section 2 and throughout this Agreement, as the Legislative Consultant. This list shall not be deemed to be all-inclusive and may be changed from time to time as authorized by City Commission.

4.02 All correspondence shall be directed through the City Commission or their designee.

4.03 CONSULTANT shall devote reasonable and sufficient time to representation of CITY to achieve satisfactory results. CITY recognizes that CONSULTANT has other clients for legislative representation.

Section 5.  INDEPENDENT CONTRACTOR STATUS:

5.01 CONSULTANT and their employees, subcontractors, volunteers and agents, shall be and remain independent contractors and not agents or employees of CITY 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 or venture between the parties hereto.

5.02 CITY will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the United States Internal Revenue Service or other state agencies.

Section 6.  TERM OF AGREEMENT:

6.01 The term of this Agreement shall be from November 1, 2019 through and including October 31, 2020, unless terminated earlier pursuant to the Section 12 of this Agreement. This Agreement may be renewed by CITY for additional one (1) year terms subject to satisfactory performance by CONSULTANT, upon the determination by CITY
that renewal is in the best interest of CITY and approval by City Commission. Each One (1) year term renewal shall require written mutual consent of CITY and CONSULTANT prior to renewal.

Section 7. COMPENSATION:

7.01 CONSULTANT shall be paid as follows:

7.01.1 CITY shall pay CONSULTANT an annual fee of $40,000.00 payable in twelve equal (or as equal as possible) monthly payments of $3,333.33. Although CITY will not compensate the independent contractor on an hourly basis, prior to payment by CITY, CONSULTANT shall provide a statement as to the types of services provided to CITY by the 1st of each month for the month prior. This statement shall include, but not be limited to, the type of service provided and an indication of person/committees/agencies with whom CONSULTANT met. This statement shall also include a summary of services provided and approximate time spent by CONSULTANT on behalf of the CITY during this period.

7.01.2 The fee established in 7.01 (A) above shall be inclusive of all expenses of CONSULTANT, for travel and per diem, telephone expense, photocopying and mailing expenses.

7.01.3 Any additional expenses to be incurred by CONSULTANT shall be approved in advance by the City Commission. Said approval shall be in writing to CONSULTANT and may be submitted to CONSULTANT via facsimile or e-mail.

7.01.4 CONSULTANT shall continue to provide the required statement as outlined above. The statement shall be sent to the attention of the City Manager.

Section 8. WARRANTIES:

8.01 CONSULTANT warrants to CITY that the services performed hereunder shall be performed in a professional manner, and that such services and be of the highest quality.

8.02 CONSULTANT warrants to CITY that they shall comply with all applicable federal, state and local laws, regulations and orders in carrying out their responsibilities under this Agreement.

8.03 CONSULTANT warrants to CITY that they are not insolvent, they are not in bankruptcy proceedings or receivership, nor are they engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on their ability to perform their obligations under this Agreement.
8.04 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONSULTANT. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

Section 9. **INDEMNIFICATION:**

9.01 **GENERAL INDEMNIFICATION:** CONSULTANT shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the operations of the CONSULTANT or their subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Agreement, specifically including but not limited to those caused by or arising out of any act, omission, default or negligence of the CONSULTANT in the provision of the services under this Agreement.

9.02 CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to reasonable attorney’s fees and court and arbitration costs. These indemnifications shall survive the term of this Agreement.

9.03 CONSULTANT shall defend all actions in the name of CITY when applicable, however, CITY reserves the right to select their own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONSULTANT under this indemnification agreement. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.

Section 10. **DEFAULT:**

10.01 In the event CONSULTANT shall default in any of the terms, obligations, restrictions or conditions of the Agreement, CITY shall give CONSULTANT written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event CONSULTANT have failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement; in which case, CONSULTANT shall be liable for all reprocurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Section 11. **TERMINATION:**

11.01 **TERMINATION FOR CONVENIENCE OF CITY:** Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to CONSULTANT, CITY may, without cause and without prejudice to any other right or
remedy, terminate this Agreement for CITY'S convenience, whenever CITY determines that such termination is in the best interest of CITY. Upon receipt of the notice of termination for convenience, CONSULTANT shall promptly discontinue all work at the time. CONSULTANT shall be paid for all work properly performed prior to the effective date of termination.

11.02 VOLUNTARY TERMINATION: CITY or CONSULTANT may terminate this Agreement by providing thirty (30) calendar days advance written notice of termination in the manner specified herein.

Section 12. PERMITS, FEES AND LICENSES:

12.01 CONSULTANT shall secure and pay for all permits and governmental fees, licenses, lobbying authorization/certification and charges necessary for the proper execution and completion of the work.

Section 13. TAXES:

13.01 CONSULTANT agrees to pay all applicable sales, consumer use and other similar taxes required by law.

Section 14. AUDIT RIGHTS:

14.01 CITY reserves the right to audit the records of CONSULTANT, as they apply to CITY, at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agree to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT at any and all times during normal business hours during the term of the Agreement.

Section 15. CONFLICT OF INTEREST:

15.01 CONSULTANT covenant that no person under their employ who is presently exercised any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONSULTANT further covenant that, in the provision of the services set out in this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of CONSULTANT, or their employees, must be disclosed in writing to CITY.

15.02 CONSULTANT is aware of the conflict of interest laws of the Municipal Code of the State of Florida, Chapter 112, Florida Statutes, as amended, and agree that they will fully comply in all respects with the terms of said laws.

15.03 During the Term of this Agreement, and for a period of six (6) months following the Term's conclusion, or for six (6) months after the date on which the CITY terminates
the Agreement, the CONSULTANT is prohibited from lobbying the City Commission, City Manager, or any City Employees on any matter that will or may be presented to the City Commission or City Manager for final approval, final award, or any related consideration. This prohibition on lobbying, includes, but is not limited to meetings, telephone calls, e-mail, letters, memoranda, notes, or any other form of verbal or written communication intended to influence or persuade a member of the City Commission, the City Manager, or any City Employee on any land use, land development, contract, employment, or any other City related matter.

15.04 CONSULTANT warrants that they have not employed or retained any person employed by CITY to solicit or secure this Agreement and that they have not offered to pay, paid or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this privilege.

15.05 It is understood that this agreement shall not restrict the CONSULTANT from representing other clients so long as there is no conflict of interest with the CITY's legislative objectives. In the event a conflict develops between the interests of the CITY and the interest of other clients engaging the services of the CONSULTANT, the CONSULTANT and the CITY shall resolve the conflict in a manner approved by the CITY.

Section 16. ASSIGNMENT:

16.01 CONSULTANT shall not assign, or transfer their rights, title or interests in the Agreement; nor shall CONSULTANT delegate any of the duties and obligations undertaken by CONSULTANT without CITY'S prior written approval.

Section 17. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT:

17.01 During the performance of the Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Section 18. NON-EXCLUSIVITY:

18.01 This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of services to be provided by CONSULTANT hereunder from other sources during the term of this Agreement.
Section 19. **GOVERNING LAW; VENUE:**

19.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

19.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit, in and for Broward County, Florida.

Section 20. **ATTORNEY’S FEES AND COSTS:**

20.01 The prevailing party with a judgment subsequent to any claim, objection or dispute arising out of the terms of this Agreement shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 21. **ENTIRE AGREEMENT:**

21.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 22. **CUMULATIVE REMEDIES:**

22.01 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Section 23. **SEVERABILITY:**

23.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.
Section 24. CONSTRUCTION OF AGREEMENT:

24.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

Section 25. PUBLIC RECORDS:

25.01. CONSULTANT shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONSULTANT shall:

1. Keep and maintain public records required by the CITY to perform the service.

2. Upon request from the CITY’S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CITY’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

PATTI VANCHERI, CITY CLERK
CITY OF NORTH LAUDERDALE
701 SW 71st Avenue
North Lauderdale, FL 33068
954-724-7056
pvancheri@nlauderdale.org

The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

Section 26. **SCRUTINIZED COMPANIES:**

26.01 CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Agreement may be terminated at the option of the City Commission if the CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Section 27. **NOTICES:**

27.01 All notices and other communications required or permitted under this Agreement shall be in writing and given by:
hand delivery
registered or certified mail, return receipt requested;
overnight courier, or
facsimile to:

**CITY:**
City Commission
City of North Lauderdale
701 SW 71st Ave.
North Lauderdale, Florida 33068
Telephone: (954)722-0900
Email: Ambreen Bhatti (abhatti@nlauderdale.org)

**COPY TO:**
Samuel S. Goren
City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone: (954) 771-4500 Facsimile (954) 771-4923
sgoren@cityatty.com

**CONSULTANT:**
Yolanda Cash Jackson, Esq.
Becker
1 East Broward Boulevard
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ATTEST:

PATRICIA VANCHERI,
City Clerk

Approved as to Form:

City Attorney

CITY OF NORTH LAUDERDALE

ANA M. ZIADE, Mayor

INTENTIONALLY LEFT BLANK
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of a physical presence or □ online notarization, this 10/18/19 (date) by Rainia Custis (name of officer or agent, title of officer or agent), of BECKER & POLIAKOFF, P.A., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced (type of identification) as identification.

My commission expires: Rainia Custis
NOTARY PUBLIC, STATE OF FLORIDA

My commission number is: Rainia Custis
Printed Name of Notary

(Notary Seal)
FINANCE DEPARTMENT
MEMORANDUM

To: Honorable Mayor and City Commission

From: Ambreen Bhatti, City Manager

By: Susan Nabors, Finance Director

Date: October 29, 2019

Subject: First Reading: Fiscal Year End (FYE) 2019 Budget Amendment

Background:
The City ended FY 2019 on September 30, 2019 and has the need to make a few budget adjustments to put the final FY 2019 budget in line with actual expenditures. The Finance Department has prepared the recommended changes. The City’s FY 2019 budget plan objectives were achieved and the unaudited year-end operations are in good financial condition.

Expenditure Analysis:

GENERAL FUND:

A budget amendment in the amount of $45,000 is needed for engineering services provided in the streets maintenance division of the Public Works Department. This included services for traffic safety/intersection improvements for SW 81st Ave @ Tam O’Shanter Blvd/10th Court/Valero Gas Station and for surveying/sight triangle design of five future City entryway sign locations. These services were not anticipated and therefore not budgeted for in FY 2019. These funds will be appropriated from General Fund Balance.

A budget amendment in the amount of $383,000 is necessary in the Public Works Department. This due to the Somerset Prep school building roof that was replaced during FY 2019. This project was originally budgeted for in FY 2018 but the project was not undertaken until 2019. Therefore, these funds lapsed at the end of FY 2018 and were transferred back into General Fund Balance. The funds need to be re-appropriated in FY 2019 to cover the cost of the roof replacement.

A budget amendment in the amount of $56,810 is necessary for Legal Services Department. This is primarily due to unexpected legal needs related to a specific personnel matter and a Department of Justice public records request/Community Development matter. These services were not anticipated and therefore not budgeted for in FY 2019. These funds will be appropriated from General Fund Balance.

WATER CONTROL DISTRICT FUND:

A budget amendment in the amount of $5,500 is necessary to pay for the assessment collection fees paid to the County for collecting the assessment revenue on the taxes for the City. This amount was budgeted at $16,940 but the actual amount was $22,419 based on the City’s total collection. However, actual revenue from special assessments exceeded the budgeted amount so that will be used to cover the $5,500 and there is no need to take it from the fund Balance.
Please be advised that as a part of adjustments to FY 2019 budget, the unused funds (savings) from departments will be transferred into the Fund Balance in the respective Funds.

**RECOMMENDATION:**

The Administration recommends Commission’s consideration and approval on first reading of the attached ordinance amending Ordinance No. 18-09-1379 by which the City Commission adopted the budget of the City of North Lauderdale for the 2018/2019 fiscal year, to amend the budget as documented in Exhibit “A” and provided herein.
ORDINANCE NO. __________________

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING ORDINANCE NO. 18-09-1379 BY WHICH THE CITY COMMISSION DID ADOPT THE BUDGET OF THE CITY OF NORTH LAUDERDALE FOR THE 2018/2019 FISCAL YEAR, TO REVISE THE BUDGET AS DOCUMENTED IN “EXHIBIT A” ATTACHED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission for the City of North Lauderdale adopted the 2018/2019 Fiscal Year Budget for the City of North Lauderdale through the adoption of Ordinance 18-09-1379; and,

WHEREAS, the City Commission desires to amend Ordinance 18-09-1379 to reflect revisions to the budget for the 2018/2019 Fiscal Year Budget; and,

WHEREAS, the City Commission finds it to be in the best interest of the residents and citizens of the City of North Lauderdale to amend the Fiscal Year 2018/2019 budget as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA:

Section 1: That the foregoing “Whereas” clauses are adopted as if fully set forth herein.

Section 2: That Ordinance 18-09-1379 as amended, did adopt the Budget of the City of North Lauderdale for the 2018/2019, and the Budget adopted thereby be and the same is hereby amended to cause and reflect revisions to said Budget as set forth in Exhibit “A”.

Section 3: That the City Commission finds it to be in the best interest of the residents and citizens of the City of North Lauderdale to amend the Fiscal Year 2018/2019 budget as provided herein.

Section 4: That all Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: Should any section or any provision of this Ordinance or portion hereof, any paragraph, sentence, or work be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6: That this Ordinance shall take effect immediately upon adoption.
PASSED on first reading by the City Commission of the City of North Lauderdale this 29th day of October 2019.

APPROVED AS TO FORM:

________________________________
CITY ATTORNEY SAMUEL GOREN

________________________________
MAYOR ANA M. ZIADE

________________________________
VICE MAYOR SAMSON BORGELIN

ATTEST:

________________________________
PATRICIA VANCHERI CITY CLERK
## EXHIBIT A

### GENERAL FUND

<table>
<thead>
<tr>
<th>ORG</th>
<th>OBJECT</th>
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### WATER CONTROL DISTRICT FUND

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<td><strong>TOTAL WATER CONTROL DISTRICT FUND</strong></td>
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TO: Honorable Mayor and Commission

FROM: Ambreen Bhatti, City Manager

BY: Jennifer Yarmitzky, Human Resources Manager

DATE: October 29, 2019

SUBJECT: Ratification of Federation of Public Employees (FPE) Collective Bargaining Agreement

The Federation of Public Employees (FPE) Collective Bargaining Agreement (CBA) contract was ratified by FPE membership on October 21, 2019 by majority vote (see attached October 22, 2019 letter from Jack Marziliano). This Agreement is consistent with the Commission’s approved Comprehensive Pay Plan. A hard copy of the Agreement with the Federation of Public Employees (FPE) is also available for public review in the City Clerk’s office.

Highlights of the proposed changes are outlined below:

- All articles of entire CBA reviewed and language updated / modernized.
- Article 8 No Strike No Lockout Changed to “Reserved” – redundant as strikes are prohibited Florida Statute 447.505.
- Article 10 Contract Grievances Updated to streamline grievance process eliminating the department head step going directly to the City Manager.
- Article 11 Disciplinary Action Appeal Clarification as to process and steps for filing an appeal relating to discipline.
- Article 14 Pay Plan Section 5(b)– remaining on the Comprehensive Pay & Classification Plan as established by City Commission. (Already approved 3% salary adjustment plus $1,000 general pay adjustment effective October 1, 2019.)
  Years 2 and 3 of the CBA term, employees will receive the same percentage base wage increase as approved by the Commission in the Pay Plan for each of those years.
- Article 16 Sick Leave Section 12 – (Sick Leave Time Pool) Change from mandatory contribution of hours to voluntary contribution.
- Article 25  Uniforms  
  Section 3 – Change from $125 per year for work shoes to two (2) pairs work shoes, as needed, at a cost not to exceed $125.00 per pair ($250.00 annually).

- Article 47  Terms of Agreement  
  3 Year contract term – October 1, 2019 through September 30, 2022.

**RECOMMENDATION:**

The City Administration recommends Commission’s consideration and approval of the attached resolution ratifying the Federation of Public Employees (FPE) Collective Bargaining Agreement, to be effective October 1, 2019 and shall terminate on September 30, 2022.
Ms. Ambreen Bhatti, City Manager  
City of North Lauderdale  
701 SW 71st Ave  
North Lauderdale, FL 33068

SENT VIA US MAIL AND FACSIMILE TO (954-720-2151)

Dear Ms. Bhatti:

This letter is to advise you that the Federation of Public Employees received contract ratification votes (which were to be submitted by October 21, 2019) for the City of North Lauderdale.

Please be advised that the majority of bargaining unit employees voted to accept the Collective Bargaining Agreement between the Federation and the City of North Lauderdale.

If you need any additional information, please do not hesitate to contact me.

Sincerely,

[Signature]

Jack Marziiano  
Business Representative

cc: Jennifer Yarmitzky, Human Resources Manager
RESOLUTION NO. ______________


BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA:

Section 1: That the collectively bargained contract, be and the same is hereby accepted by the City Commission of the City of North Lauderdale, Florida, and that the City Manager of the City of North Lauderdale, be and the same, is hereby authorized, on behalf of the City, to execute and otherwise enter into said employment contract by and between the City of North Lauderdale and the Federation of Public Employees, a Division of the National Federation of Public & Private Employees/AFL-CIO.

Section 2: That the City Manager of the City of North Lauderdale, Florida, be and the same is hereby authorized to do all things necessary and expedient in order to effectuate the execution of the collectively bargained employment contract.

Section 3: That this Resolution shall take effect upon the signature of the City Manager and the Representative of the Federation of Public Employees, a Division of M.E.B.A/N.M.U/AFL-CIO and shall be effective October 1, 2019 and shall terminate on September 30, 2022.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 29th day of October 2019.

APPROVED AS TO FORM:

_______________________________
CITY ATTORNEY SAMUEL S. GOREN

_______________________________
MAYOR ANA M. ZIADE

ATTEST:

_______________________________
VICE MAYOR SAMSON BORGELIN

_______________________________
PATRICIA VANCHERI, CITY CLERK
AGREEMENT

BETWEEN

THE CITY OF NORTH LAUDERDALE

AND

THE FEDERATION OF PUBLIC EMPLOYEES
A DIVISION OF
THE NATIONAL FEDERATION OF PUBLIC & PRIVATE
EMPLOYEES, AFL-CIO

OCTOBER 1, 2019 - SEPTEMBER 30, 2022
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<td>Signature Page</td>
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ARTICLE 1

Preamble

THIS AGREEMENT is by and between the City of North Lauderdale, a Florida Municipal Corporation, hereinafter referred to as “THE CITY” or “CITY” or “EMPLOYER” and the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), as bargaining agent for the Unit (as defined in Article 2, Section 2, of this Agreement) hereinafter referred to as “F.P.E.” or “BARGAINING UNIT” or “EMPLOYEES”, for the purpose of promoting harmonious relations between the City and the F.P.E. to establish an orderly and peaceful procedure for settling differences which might arise between the parties and set forth the basic and full agreement between the parties concerning the wages, hours of work, and other conditions of employment of the employees covered by this Agreement.

ARTICLE 2

Recognition

Section 1. The City recognizes the F.P.E., as the exclusive collective bargaining agent for the purpose of presenting proposals relative to wages, hours of work and other conditions of employment for the employees of the F.P.E. Bargaining Unit.

Section 2. The F.P.E. Bargaining Unit includes positions identified as “included” in PERC certification 475, as amended from time to time.

Section 3. For the purpose of this Agreement, the term “bargaining unit employee”, “member” and “employees” is synonymous.

Section 4. Nothing herein will be construed as a limitation on either party to seek modification of the bargaining unit.
ARTICLE 3
Dues Deduction

Section 1. Employees covered by this Agreement may authorize deductions for the purpose of paying F.P.E. dues by executing the form outlined below. No authorization is allowed for payment of initiation fees, assessments or fines.

Section 2. The F.P.E. will notify the City as to the amount of dues. Such notification must be certified to the City, in writing, with the signature of an authorized officer of the F.P.E. Changes in the F.P.E. membership dues must be similarly certified to the City at least one month in advance of the effective date of the change.

Section 3. Dues will be deducted each bi-weekly pay period. The funds deducted will be remitted monthly along with a schedule indicating the names for whom the dues were withheld, to the Secretary Treasurer, Federation of Public Employees, 1700 NW 66 Avenue, Suite 100-B, Plantation, Florida 33317.

Section 4. For the purpose of putting this Article into effect, employee members covered by this Agreement will execute an individual written authorization to both start and stop dues deduction.

Section 5. The F.P.E. agrees to save, indemnify and hold harmless the City against any and all claims, suits, orders, or judgments, of whatever kind or nature, brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article, provided that the City shall indeed have substantially complied with the provisions of this Article.

Section 6. Union members wishing to drop from the Union must provide thirty (30) days advance written notice to the City and copied to the Union. Dues deductions will not cease until the above criteria is met.

Section 7. Dues are a percentage of pay as established by the Union and calculated on base pay. Dues deductions will be adjusted as base pay is adjusted from time to time.
ARTICLE 4
Representation

Section 1. Neither party in negotiations has any control over the selections of the negotiating or bargaining representative of the other party. The bargaining committee of the F.P.E. may not consist of more than five individuals, at least three of whom must be a member of the North Lauderdale Bargaining Unit, as aforesaid in Article 2, Section 2. The F.P.E. must furnish the City with a written list of the F.P.E. bargaining committee, prior to the first bargaining meeting, and any subsequent changes.

Section 2. In addition to the F.P.E. representatives, the City agrees to recognize two F.P.E. agents other than the North Lauderdale employees described in Section 1 of this Article, one of which may be the authorized business representative of F.P.E.

Section 3. The names and shift assignments of all F.P.E. bargaining committee members must be given, in writing, to the City Manager or designee, as well as any changes in such lists prior to the effective date of their assuming duties. Such notifications must be made by the authorized business representative of the F.P.E.

Section 4. F.P.E. representatives may communicate official F.P.E. business to members prior to the beginning of the work shift, after the regularly scheduled work shift and during the employees lunch period provided said communications do not occur at or on City-provided facilities.

Section 5. Special conferences on important matters may be arranged as necessary between the bargaining committee of the F.P.E. and the City Manager upon the request of either party. Special conferences requested by F.P.E. must be coordinated through a bargaining committee member designated by F.P.E, in writing. Special conferences may be called by City management to notify the members of the F.P.E. of anticipated changes of working conditions. F.P.E. members
will be informed of the matters to be taken up on the special conference and the F.P.E. representative is limited to not more than two on-duty persons.

Section 6. Solicitation of any and all kinds by the F.P.E., including solicitation of memberships and collection of F.P.E. monies, will not be engaged in during working hours in City equipment, or on City property.

Section 7. In regard to the enforcement of this Agreement or in regard to grievances, arbitrations emanating from this Agreement, negotiations or formal discussion between the City and F.P.E. (or any member of the bargaining unit) of any element of this Agreement, either party has the right to be represented by an attorney of law. However, in regard to this right, when a party is to be represented by an attorney in any proceeding of an adversary nature, the other party will be given sufficient notice of such legal representation so as to enable such party to also obtain and properly prepare (meaning allowing time for preparation) an attorney to represent such party. Failure to give such notice under said circumstances shall, at the sole option of the non-notified party, enable said party to delay the proceeding for a period of up to three (3) business days.

ARTICLE 5
Individual Rights

Nothing contained in this Agreement shall foreclose any member from discussing a problem directly with the regular immediate supervisor or other departmental official without the intervention of the employee organization, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempts to resolve the matter outside the formal grievance procedure. No such resolution or agreement resulting from such resolution to which F.P.E. is not a party, shall be precedent setting on the Federation in any future discussions or resolutions to disputes between the parties.
ARTICLE 6
Management Rights

Section 1. The F.P.E. recognizes the right of the City to operate, manage and direct all affairs of all departments within the City, except as otherwise expressly provided elsewhere in this Agreement, including the exclusive right:

(a) To exercise complete and unhampered control to manage, direct, and totally supervise all employees of the City.
(b) To hire, promote, transfer, schedule, train, assign and retain employees, in positions with the City and to establish procedures.
(c) To suspend, demote, or discharge employees for just cause, in accordance with this Agreement, the City's rules, regulations and procedures. A demotion for failure to meet job performance levels established by the City is governed by Article 11 and is not considered a disciplinary action.
(d) To give non-monetary recognition or other constructive acts of reinforcement to employees for exemplary public service.
(e) To maintain the efficiency of the operations of all departments in the City.
(f) To determine the structure and organization of City government, including the right to supervise, subcontract, expand, consolidate or merge any department, and to alter, combine, eliminate, or reduce any division thereof. In the event the City determines to subcontract any work currently being performed by bargaining unit employees, the City will give the F.P.E. 30 days advance notice of the date the City intends to implement the subcontracting plan. If requested by the F.P.E., the City and the F.P.E. shall meet to discuss the effect of the subcontracting on the employees and alternative F.P.E. proposals to address the conditions that gave rise to the subcontracting plan.
(g) To determine the number of all employees who are employed by the City, the job description, activities, assignments, and the number of hours and shifts to be worked per week, including starting and quitting time of all employees.
(h) To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position.
(i) To set its own standards for services to be offered to the public.

(j) To determine the location, methods, means and personnel by which operations are to be conducted.

(k) To determine what uniforms the employees are required to wear while on duty.

(l) To set procedures and standards to evaluate City employees job performance.

(m) To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions. When job descriptions are changed or modified, all employees affected will receive copies of the changes. The City will also send a copy to the F.P.E., who has the right to impact bargain these changes.

(n) To maintain the City’s Drug Free Work Place Policy including random drug tests, post-accident, post injury, and/or testing authorized by DOT regulations. Whenever such rule or policy is modified by action of the City Commission, the F.P.E. will receive a copy.

(o) To establish ways of meeting the City’s financial obligations.

(p) To determine the method of paying wages to employees.

Section 2. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of the City, may be required to perform duties not within their job description, but within the realm of related duties.

Section 3. The City has the right to formulate all departmental policies and procedures including rules and regulations, which do not conflict with this Agreement, which serves as a guide for the conduct, responsibilities, and duties of all employees covered by this Agreement. The use, location, operation and personnel policies, including care and maintenance of any equipment or property of the City used by the employees covered by this Agreement, is subject to the exclusive direction and control of the City.

Section 4. Any right, privilege, or function of the City, not specifically released or modified by the City in this Agreement, remains exclusively with the City. Should the City fail to exercise its rights in any of the above functions, from time to time, this will not be construed or deemed a waiver of the City’s prerogative to exercise any or all rights of functions listed herein provided
that rules and regulations that have not been enforced are posted or otherwise brought to the attention of the employees and reasonable notice is provided to the employees that the terms will be enforced.

Section 5. The parties to this Agreement specifically agree that the City Commission of North Lauderdale has the sole authority and is the final authority in determining the purpose, direction and policy of the City and the amount of the budget to be adopted by the City.

Section 6. Upon the request of the F.P.E., the City agrees to provide F.P.E. with a copy of the City’s Personnel Policies and Regulations, and any revisions thereto, appropriate job descriptions and other written policies and procedures relating to employees covered by this Agreement.

ARTICLE 7
Non-Discrimination

Section 1. The City of North Lauderdale and the F.P.E. agree that the basic intent of this Agreement is to provide a harmonious working relationship between the City and the F.P.E. The City and the F.P.E. agree that all Articles of this Agreement will be applied to all employees covered by it and that the City and the F.P.E. affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public law and public interest require no discrimination on account of race, color, creed, disability, national origin, age, sex, religion, or sexual orientation. Employees have an affirmative duty to report conduct that has the appearance of being discriminatory.

Section 2. Employees have the right to join the F.P.E., to engage in lawful union activities for the purpose of collective bargaining, to express and communicate any view, grievance, complaint or opinion, within the bounds of good taste, relative to conditions or compensation of public employment or its betterment, all free of any restraint, coercion, intimidation or reprisal against any covered employee of that person’s membership or lack of membership in the F.P.E., as long as such activity is done outside of the employee’s work time.
ARTICLE 9

Hours of Work

Section 1. The normal workweek of City employees consists of forty (40) hours regardless of shift duty.

Section 2. Employees shall report to work in sufficient time and be ready for work at the commencement of the work period. Employees must be on site in enough time to allow them to start work at the beginning of their work shift, no later than the start of the work shift, (i.e. in time to be leaving the yard or begin their assigned work task in the yard, promptly at the start of their work shift).

Section 3. In computing hours worked for pay purposes, the hour is broken into fifteen (15) minute intervals and the employee will be paid to the nearest 1/4 hour actually worked. For example, if an employee arrives late by five to fifteen minutes, they lose ¼ hour (15 minutes) pay; if the employee is sixteen to thirty minutes late, they lose one half hour (30 minutes) pay. The first seven minutes of the start of any part of a working shift will not be calculated in any deduction, but will impact the employee’s attendance record for evaluation and performance purposes. The first eight minutes of the start of any part of a working shift shall be calculated in a pay deduction of ¼ hour and will also impact the employee’s attendance record for evaluation and performance purposes. Unauthorized absences, due to early departure or late arrival, shall not be chargeable to the employee’s sick or vacation leave. Habitual tardiness shall be subject to disciplinary action.

Section 4. Each employee is entitled to one hour for lunch. Employees leaving the work area for lunch shall indicate the time of departure and the time of return on the time card. The Department Head or designee may waive the requirement of punching in and out during the lunch break provided some written record of time on break is maintained on the time card by the employee and is reviewed and approved by designated supervision. Employees may not be in the
yard prior to the beginning of their lunch period. Employees must be ready to begin working promptly at the end of the lunch period.

Section 5. Employees covered by this Agreement will receive a fifteen-minute break during the first half of their 4-hour work period and another fifteen-minute break during the second half of their 4-hour work period. Department Heads or designee will determine the break times for employees. Breaks will be on-site at the location of current work and will last no longer than fifteen minutes. There will be no visitation to commercial establishments during an employee’s break time.

Section 6. In order to maintain essential public services, the City must reserve the right to have flexibility in working hours in order to properly conduct its operations. Accordingly, the City reserves the right to determine and establish the hours of work and work schedules for each employee, provided, that this right is not exercised arbitrarily or unreasonably.

Section 7. For each department, the City has the right to fix, alter or change the work week, work day, number of hours worked, number of shifts, and the starting and ending time. The specific work schedule established for each department may be changed by the City from time to time if the City deems it necessary. The City will provide five (5) days notice to an employee whose work schedule has been permanently changed. In the case of an emergency or temporary change in schedule, formal notice to the employee is not required.

Section 8. The City agrees that an employee who is not “on call”, but who is called back during time when he normally would be off, shall be guaranteed a minimum of four (4) hours call back pay.

Section 9. Call back pay shall be paid at the employee’s straight time rate, unless the employee has worked in excess of forty (40) hours of actual work during the week, as outlined in Article 19 “Overtime”. In that case, it shall be paid at time and one half. Work time shall be computed to begin from the time when the employee is notified by the Department Head, City Manager or designee or the Public Safety Department, and to end when the employee is released by their
supervisor. The employee will respond to work with all reasonable dispatch. Approximate time of response shall be limited to a set and prior agreed upon time; this set of time shall be agreed upon mutually between the Department Head or his designee and the employee.

Section 10. Employees called in for work on Christmas Day or Thanksgiving Day will be paid double time.

**ARTICLE 10**

**Contract Grievances**

Section 1. For the purpose of this Article, a contract grievance is defined as, and limited to, any dispute or controversy involving the application or interpretation of this Agreement. A dispute over disciplinary action will be considered a disciplinary grievance covered under Article 11 of this Agreement.

Section 2. Time is considered to be of the utmost importance. Accordingly, any grievance not submitted and/or processed by the grieving party in accordance with the time limits provided below will be considered abandoned and will be barred, forfeited and forever foreclosed for all contractual purposes and will result in the forfeiture of all rights to arbitration.

Section 3.

A. If the Union believes a grievance has merit, the Union may file a formal grievance with the City Manager within seven (7) calendar\(^1\) days of the date of the act or omission which gives rise to the grievance. The grievance must be signed by the employee and the Union representative.

B. Where a grievance is general in nature in that it applies to a number of members having the same issue to be decided, or if the grievance is directly between the Union and the City, such grievance will be presented to the City Manager within seven (7) calendar days of the

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\(^1\)“Calendar day” is defined to include every day except Saturdays, Sundays, and days designated as holidays by this Agreement.
date of the act or omission which gives rise to the grievance signed by a Union representative.

C. Contractual grievances submitted by the Union will be presented in the following manner:
   a) The grievance must be in writing and must contain:
      • date of the alleged grievable occurrence;
      • specific article(s) of this Agreement allegedly violated;
      • facts pertaining to or giving rise to the alleged grievance;
      • relief requested;
      • date the grievance is submitted;
      • names of any witness known to the grievance.
   b) The formal written grievance must be submitted to the City Manager.
   c) The City Manager will indicate on the grievance the date it was received.
   d) Within seven (7) calendar days after receipt of the formal written grievance, the City Manager will meet with the union and the employee’s department head to hear the relevant facts of the grievance.
   e) The City Manager will render their decision on the grievance in writing to the Union within ten (10) calendar days of the meeting.

Section 4. Arbitration

The Union has a right not to process grievances of non-dues paying employees. The Union reserves the exclusive right to control the grievance process at any step of the grievance procedure, including arbitration, except that any member of the bargaining unit may process a grievance through representation of his/her own choosing only if the bargaining agent has refused to process the grievance solely because the unit member is not a dues-paying member of the Union. The Union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

Section 5. In the event a grievance processed through the grievance procedure has not been resolved, the Union may request that the grievance be submitted to arbitration within ten (10)
calendar days after the City Manager’s disposition of the grievance, or the expiration of the specified time limit, by requesting the Federal Mediation and Conciliation Service to furnish a panel of five (5) names from which each party has the option of striking two (2) names in alternating fashion, thus leaving the fifth (5th) which will be the neutral or impartial arbitrator. The party striking first is determined by the toss of a coin. The selection process will occur within five (5) calendar days or receipt of the panel list.

Section 6. Whenever the grieving party is satisfied with the disposition of the grievance at any step of the grievance procedure, or if the grieving party does not process the grievance in accordance with the specified time limits, processing of the grievance by the City will automatically stop. However, the grieving party may not partially accept and partially reject a disposition of the grievance. The employee and Union must either accept or reject the disposition of the grievance, in its entirety.

Section 7. For the purposes of this Article, the term “calendar day” is defined to include every day except Saturdays, Sundays, and days designated as holidays (not personal days) by this Agreement, regardless of whether the employee is on duty or off duty.

Section 8. The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties.

Section 9. The City and the Union shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, shall confine his/her decision to the particular grievance specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the written statement of the grievance presented to the City Manager and any defense as to arbitrability raised by the City in its response to the grievance. The arbitrator has no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator has no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein.
Section 10. The arbitrator may not issue declaratory opinions and shall confine him/herself exclusively to the questions(s) presented to him/her, which question(s) must be actual and existing.

Section 11. Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, Part II, Florida Statutes this collective bargaining agreement shall be administered within the amounts appropriated by the City for funding of the collective bargaining agreement. Accordingly, and notwithstanding any other provision of this collective bargaining agreement, the arbitrator has no authority, power or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this collective bargaining agreement to result in, obligate, or cause the City to have to bear any expense, debt, cost, or liability other than back pay and fringe benefits which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City for funding of this collective bargaining agreement as agreed upon by the parties. Any such award which contravene or is not in compliance with the provisions of this paragraph shall be null and void.

Section 12. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator’s fee and related expenses and expenses of obtaining a hearing room if any, will be equally divided between the parties. Any person desiring a transcript of the hearing bears the cost of such transcript unless both parties mutually agree to share such costs.

Section 13. The arbitrator’s award shall be final and binding on the parties.

Section 14. The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation of application of the provisions of this Agreement.

Section 15. When arbitrability is raised by the City with respect to any grievance, the issue of arbitrability will be determined by the arbitrator no less than thirty (30) days prior to
commencement of an arbitration hearing on the grievance itself. If the City raises the question of arbitrability with the arbitrator and loses, the City shall pay the cost of the arbitrator. If the union loses, the Union pays for the arbitrator. This provision does not prohibit the City from challenging the arbitrability of any grievance in any action for declaratory relief filed in the Circuit Court of Broward County Florida. In the event of a court action by the City, the grievance/arbitration proceedings shall be abated until the conclusion of the court proceedings.

Section 16 The parties, recognizing that public policy and prevailing law permit certain provisions of this collective bargaining agreement (i.e., the grievance procedure) to supersede general legislation, and local ordinance and desiring to give this collective bargaining agreement the maximum force, do hereby agree that this grievance procedure shall be the sole and exclusive method of resolving any dispute concerning interpretation of any provision of the Agreement which could otherwise be addressed through the procedures and provisions of the City’s Personnel Policies and Regulations, it being the express intention of the parties to make the City’s Personnel Policies and Regulations, as superseded in every regard by this Agreement.

ARTICLE 11
Disciplinary Action Appeal

Section 1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is further agreed and understood by the parties that there is a procedure for the resolution of individual appeals over discipline.

Section 2. A disciplinary appeal is defined as, and limited to, any dispute or controversy challenging disciplinary action (suspension, demotion or termination) taken regarding the actions taken by a bargaining unit member. There shall be no appeals of verbal or written reprimands. There are two types of demotion: disciplinary demotions which are based on misconduct and performance-based demotions which are the result of an employee's inability to meet job performance levels established by the City. Disciplinary demotions may be challenged using the disciplinary action appeal process described in this article and are subject to the requirement of just cause. Performance-based demotions may only be
challenged by a grievance in which the employee shall carry the burden of proving that the performance demotion was discriminatory, arbitrary, or capricious.

Section 3. Every effort will be made by the parties to settle any appeal as expeditiously as possible. Any appeal not submitted and/or processed by the grieving party in accordance with the time limits provided will be considered dropped. Any appeal not answered or processed by the City within the time limits provided below will automatically advance to the next higher step of the appeal procedure in order to provide the employee with an answer. Saturdays, Sundays and City-recognized holidays shall be excluded from the computation of calendar days.

Section 4. The written appeal form must be completed in its entirety and must contain the following:

A. A statement of the appeal and the facts upon which it is based.

B. The action, remedy, or adjustment requested.

C. The signature of the aggrieved employee or a union representative.

D. Indicate the date the disciplinary action being grieved occurred.

Failure to specifically state any of the four above items (A-D) will be grounds for denial of the appeal. When an appeal is denied for failure to contain the foregoing information, it shall be returned to the employee with a written explanation listing the deficiencies. The employee has five (5) days from receipt of the denial to re-submit an appeal form. If correctly re-submitted, the appeal will be processed as hereinafter set forth. If incorrectly re-submitted, the City will so indicate on the appeal form and return the appeal to the employee. The appeal will not be subject to re-submission or further action.

Section 5. All appeals shall begin at Step 1 of the appeal procedure outlined below with the exception of the Union’s appeal of suspensions of four (4) days or more which shall automatically proceed to Arbitration. Every effort will be made by the parties to secure the prompt discharge of such grievances.

Step 1. Within ten (10) days of the act or omission which gives rise to the appeal, the appeal shall be submitted in writing to the Department Head.
The Department Head shall review, investigate and respond to the appeal within 20 days of submission of the appeal form. The Department Head may, at his/her discretion, meet with the employee and the union.

**Step 2.** If the appeal is not resolved (the response is unacceptable to the employee) in Step 1, the employee may, within five (5) days of the Step 1 decision, appeal to Step 2 to the City Manager. Such appeal must include any and all defense or justification for the employee’s conduct. Within ten (10) days of receipt of the appeal, the City Manager will review, investigate and respond to the appeal. The City Manager may, at his/her discretion, meet with the employee and the Union. The City Manager’s decision is final and binding for all suspensions of three (3) days or less.

**Step 3.** In the event that an appeal is not settled under the foregoing steps of the appeal procedure and the employee is not satisfied with the disposition of the appeal by the City Manager for suspensions greater than three (3) days, the Union may initiate arbitration by making written application, within ten (10) days of the City Manager's disposition of the appeal, for selection of an arbitration panel.

**Section 6.** When the City challenges the arbitrability of an appeal (by way of example, and not limitation: when the City asserts that a dispute is not an appeal as defined above, or has not been timely filed or, by reason of timeliness has been abandoned by the employee) the arbitrator must first resolve the issue of arbitrability summarily by written submission of the parties and telephone conference, before proceeding to a hearing on the merits of the appeal. The arbitrator shall have only jurisdiction and the authority to apply and interpret the provisions of this Agreement. The arbitrator does not have jurisdiction to alter or change in any way the provisions of this Agreement and shall confine their decision solely to the issue of interpretation or application of the Agreement presented. The decision of the arbitrator on any matter within their jurisdiction shall be final and binding on the Union, the City and the employees covered by the Agreement unless the award is contrary to existing law or public policy, or is clearly erroneous as determined by a reviewing court.

**Section 7.** The hearing shall be informal and the strict rules of evidence shall not apply.
Section 8. The arbitrator’s fee and expenses shall be divided equally by the parties.

Section 9. Either party to this Agreement desiring transcripts of the arbitration hearings is responsible for the cost of such transcripts.

Section 10. When an employee who has been suspended without pay or terminated and is returned to work by the arbitrator’s award and the arbitrator’s award provides for back pay, the applicable percentage of Union dues shall be deducted from the employee’s back pay check and remitted directly to the Union.

ARTICLE 12
Seniority

Section 1. Seniority consists of continuous accumulated paid service with the City. Seniority shall be computed from the date of permanent appointment. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized leave.

Section 2. Seniority shall govern the following matters:
(a) In the event two or more employees are asking for the same vacation days off, seniority will be considered, final consideration remains with management to meet the needs of the City. Consideration will be given based upon the timing of the request, as well as, the detail of plans already implemented on said time off. Management decision shall not be arbitrary.
(b) In the event of a reduction in force or a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any member who is to be laid off who has advanced to a higher classification from a lower permanent classification shall be given a position in the next lower classification in the same department. Seniority in the lower classification shall be established according to the date of permanent appointment to that classification and the member in the classification with the least seniority shall be laid off.
Section 3. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work, provided that individual maintains reasonably the same physical condition as on the date of layoff, and is capable of carrying out the tasks that are required outlined in employee’s job description.

Section 4. Laid off employees covered by this Agreement will be recalled by the City according to seniority prior to the City hiring any new employee for that job classification. Employees who are laid off will retain their right to be recalled for up to and including six (6) months. Members will be called back from layoff according to the seniority in the classification from which the member was laid off.

Section 5. Employees being recalled will be notified in writing by certified mail (return receipt) and have five (5) working days from the date of receipt of notice to respond affirmatively. The City reserves the right to temporarily assign employees to the vacancy until the recalled employee reports to work. If the City fails to receive an affirmative response in the above time frame, the employee will be removed from the recall list and the City has no further obligation to the employee. If the recall notice is returned and not receipted, the employee will be dropped from the recall list and the City has no further obligation to the employee.

ARTICLE 13
Probationary Employees

Section 1. All appointments to positions made from outside service are subject to a one (1) year probationary period.

Section 2. New probationary employees, receiving an unsatisfactory evaluation at the expiration of the probationary period or any time during the probationary period, are subject to discontinuance of service by the City Manager.
Section 3. Newly hired probationary employees, terminated due to unsatisfactory performance during the probationary period, have no right to statement of cause, the reasons for rejection, or to a hearing and/or appeal.

Section 4. Probationary employees who receive satisfactory performance evaluations after one (1) year of continuous employment with the City, will obtain permanent status.

Section 5. Promoted, transferred or reassigned employees, covered by this Agreement, are subject to a ninety (90) day probationary period. At the discretion of the City Manager, based upon job requirements, this probationary period may be extended one additional ninety (90) day period.

Section 6. Promoted employees, receiving an unsatisfactory evaluation at the expiration of the probationary period or any time during the probationary period, will be demoted to their original position.

Section 7. F.P.E. members, who are demoted, can bump the employee holding their previous position, provided that they are also employees covered by this Collective Bargaining Agreement, as described in Article 2. F.P.E. members shall not bump non-bargaining unit members from their previous position, in the case of a demotion of the bargaining unit member.

<table>
<thead>
<tr>
<th>ARTICLE 14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Plan</td>
</tr>
</tbody>
</table>

Section 1. All employees covered by this Agreement, as outlined in Article 2, Section 2, shall be governed by the Pay Plan for all classes of F.P.E. positions.

Section 2. Implementation
(a) Members of the bargaining unit will be compensated in accordance with Schedule I. Appendix A sets forth the grades (ranges) with minimum and maximum. Base pay or regular pay is, by definition, the pay rate of the grade for each employee.

(b) The minimum rate of pay for the appropriate position classification will be paid to the employee upon original appointment to the City of North Lauderdale.

(c) When there has been a demonstrated inability to recruit at the minimum rate of pay, or the applicant possesses exceptional qualifications warranting employment at a higher rate of pay, the City Manager may authorize a higher entry salary rate.

Section 3. Promotions

In the event of a promotion, employees will be placed in the new position’s pay range at a base pay level that does not exceed more than 15% of the base pay level they occupy in their current pay range. If the minimum of the new pay range is less than the employee’s current salary, the employee will at least maintain their current salary.

Section 4. Demotions

In the event of a demotion an employee will be placed in the same relative position for the lower position grade as he/she enjoyed in the previous classification, as long as the pay does not decrease more than 15%.

Section 5. Salary Adjustment

a) Bargaining unit employees will be covered by the wage and benefit provisions of the City comprehensive pay and classification plan. The comprehensive pay and classification plan is subject to annual modification by the City Commission when the Commission sets the budget for each fiscal year.

b) Commencing October 1st each year of this Agreement, employees will receive the same percentage base wage increase as the City Commission establishes in the comprehensive pay and classification plan for all City employees for the respective fiscal year.
c) Effective October 1, 2019 employees will receive a general pay adjustment in addition to the base wage increase of three percent (3%) established by the comprehensive pay and classification plan for fiscal year 2020 as stated in Section 1 above. The general pay adjustment is a flat dollar amount of $1,000 and will be added to each employee’s annual salary.

### ARTICLE 15

**Holidays**

**Section 1.** The City shall conform to the below-listed schedule of paid holidays:

- ½ Day New Year’s Eve Day
- New Year’s Day
- President’s Day
- Memorial Day
- Independence Day
- Columbus Day
- Martin Luther King’s Birthday
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- ½ Day Christmas Eve Day
- Christmas Day

**Section 2.** To be eligible to receive holiday pay, an employee must be in an authorized paid status the regularly scheduled work day before and after the holiday. Employees who were sick the day before and/or after the holiday may be paid for the holiday if they possess proof of illness.

**Section 3.** In the event that an official holiday is observed during an employee’s vacation, the holiday will not be charged against their vacation leave. Should an official holiday occur while an employee is on pre-approved sick leave, the holiday will not be charged against their sick leave.

**Section 4.** For the purposes of calculating overtime, holidays will be counted as time worked.
ARTICLE 16
Sick Leave

Section 1. All permanent employees accrue sick leave, based on the number of hours in a paid status (hours actually worked or paid sick, vacation, holiday or military leave time) as follows: .0462 hours per hour in paid status.

Section 2. Sick leave for new employees begins to accrue from the first day of employment; however, new employees are not be eligible to take accrued sick leave until they have been in the employ of the City for three (3) consecutive months.

Section 3. City shall provide, to each employee covered by this Collective Bargaining Agreement the amount of sick leave accrued, on their payroll check stub. There is no limit on the amount of accumulated unused sick leave.

Section 4. Sick leave will be granted to employees only when they are incapacitated and unable to perform their duties because of sickness or injury, for the employee’s health or that of the employee’s child(ren) if living in the employee’s immediate household. Visits to a physician or dentist are chargeable to sick leave, up to three (3) hours per occurrence. Proof of such must be supplied to the department upon request.

Section 5. In every case of absence, resulting from sickness or injury, the employee’s Department Head or designee, must be notified promptly. Upon return to work, the employee must fill out a Leave Request Form, with the necessary information, and submit with their timecard to payroll. Failure to comply with the above provisions will be considered grounds for denial of sick leave and the employee will not be paid for the absence.

Section 6. A statement from the attending physician must be presented upon return to work in cases where the period of sick leave is three (3) days or greater and may be requested for lesser periods of absence if the Department Head believes sick leave is being abused. Should it be discovered that an employee is taking sick leave under false pretenses, the time off will be without
pay and the employees will be subject to disciplinary action. For the purposes of this agreement, abuse shall mean the use of three (3) or more sick days without a reasonable cause in a thirty (30) day period.

Section 7. In instance where the illness of an employee extends beyond the available accrued sick leave, the employee is required to use the available accrued vacation leave towards sick leave absences to the extent available. Days lost because of illness or injury, after both sick and vacation leave are exhausted, shall be without pay.

Section 8. Upon retirement or resignation, accumulated sick leave will be paid as outlined below provided the accumulation is no more than the nine hundred and sixty (960) hours allowed, providing that those employees who retire/resign give a minimum of two (2) weeks written notice.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Payout</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 thru 7 years</td>
<td>0% of accumulated sick leave up to 960 hrs.</td>
</tr>
<tr>
<td>8 thru 14 years</td>
<td>30% of accumulated sick leave up to 960 hrs.</td>
</tr>
<tr>
<td>15 thru 24 years</td>
<td>50% of accumulated sick leave up to 960 hrs.</td>
</tr>
<tr>
<td>25 years or more</td>
<td>100% of accumulated sick leave up to 960 hrs.</td>
</tr>
</tbody>
</table>

Section 9. Each member of the bargaining unit that does not use any sick leave within a six (6) month period will earn eight hours pay at their base salary.

Section 10. Conversion of sick leave to cash is permitted; however, the first twenty-four (24) days (192 hours) of accrued sick leave are not subject to conversion privileges. An employee with over twenty four (24) days (192 hours) of accrued sick leave as of December 31 of any year may convert the unused balance that is in excess of the minimum 24 days (192 hours) of any sick leave earned in the current calendar year to cash as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>% of Sick Leave paid above 192 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two Years or Less</td>
<td>5%</td>
</tr>
<tr>
<td>More than two but less than six</td>
<td>15%</td>
</tr>
<tr>
<td>Six Years or More</td>
<td>35%</td>
</tr>
</tbody>
</table>
Section 11. Sick leave time is an earned employee benefit, not an entitlement. If an obvious and blatant pattern of abuse becomes apparent, the employee will be subject to disciplinary action.

Section 12. A Sick Leave Time Pool will be maintained by the City and funded through voluntary contribution of hours from bargaining unit employees accrued sick or vacation leave. Transfer of voluntary hours to the Sick Leave Time Pool will be done annually on October 1st of each year.

An employee requesting use of donated time must first use all of their own sick leave and/or vacation leave to be eligible to draw time from the time pool.

To be eligible to draw time from the Union Sick Leave Time Pool, an employee must:

(a) Be a regular full-time employee and has completed at least 12 months of continuous service;

(b) Submit acceptable medical substantiation from a licensed physician that includes the diagnosis, a description of the reason the employee is unable to perform their duties, the physician’s prognosis, and a date the employee is expected to be able to return to work;

(c) Not eligible for Worker’s Compensation benefits;

(d) Not have been counselled for attendance problems in the past thirty-six (36) months;

(e) Be approved by the Union to draw from the Union Sick Leave Time Pool.

ARTICLE 17
Vacations

Section 1. All permanent employees will accrue vacation leave based on the number of hours in a paid status (hours actually worked or paid; sick time, vacation time, holiday time or paid military leave) as follows:
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Leave earned per paid time</th>
<th>Equal to 52 weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 Years</td>
<td>.0462 hour</td>
<td>12 days</td>
</tr>
<tr>
<td>5 to 10 Years</td>
<td>.0577 hour</td>
<td>15 days</td>
</tr>
<tr>
<td>10 to 20 Years</td>
<td>.0769 hour</td>
<td>20 days</td>
</tr>
<tr>
<td>20 Years and Over</td>
<td>.0962 hour</td>
<td>25 days</td>
</tr>
</tbody>
</table>

Section 2. Vacation leave shall be cumulative; however, the following limitation will be placed on the amount of vacation leave remaining to an employee’s credit at the end of the payroll year, which can be carried over to the following year:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount of carryover</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 Years</td>
<td>12 days</td>
</tr>
<tr>
<td>5 to 10 Years</td>
<td>15 days</td>
</tr>
<tr>
<td>10 to 20 Years</td>
<td>20 days</td>
</tr>
<tr>
<td>20 Years and Over</td>
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Section 3. At the end of the payroll year, vacation leave credits in excess of the amount that can be carried over will be credited to the employee’s sick leave account. Vacation leave will be accumulated based upon a twenty-six (26) bi-weekly payroll year. The City Manager may waive the carry over limitation of vacation leave carried over to the following year when an emergency or unusual circumstances arise where an employee was unable to take their earned vacation leave.

Section 4. Vacation leave for new employees begins to accrue from the first day of employment. However, new employees are not be eligible to take accrued vacation leave until they have been in the employ of the City for three (3) consecutive months.

Section 5. Unauthorized absences will be without pay and the employee may be subject to disciplinary action.

Section 6. Employees are permitted to take vacation leave as approved by the Department Head or designee. All requests for vacation leave must be requested by use of the Leave Request
Form signed by the employee and approved by the Department Head in writing at least ten (10) working days prior to the start of vacation. Management denial of a request will state operational grounds for the denial of vacation requests.

Section 7. Employees shall, under no circumstances, be allowed to use sick leave for vacation leave.

Section 8. An employee who becomes seriously ill or injured while on vacation may request that sick leave be substituted for annual leave while under the care of a physician. Such request must be certified by the physician, in writing.

Section 9. Vacation leaves already approved may be canceled or postponed by the Department Head or designee or the City Manager in cases of emergency when the subject employee’s services are deemed necessary for public interest.

Section 10. An employee who has resigned or has been terminated is entitled to and shall be paid or given leave for all accrued vacation leave, providing that those employees who resign give at least two (2) weeks written notice and that the amount of vacation accrued is in compliance with Sections 2 and 3 of this Article.

Section 11. City shall provide to each employee covered by this Collective Bargaining Agreement the amount of vacation leave accrued, on their payroll check stub.

**ARTICLE 18**

**Bereavement Leave**

In the case of death of an immediate member of the family, (mother, father, sister, brother, spouse, child, stepmother, stepfather, stepchild, mother-in-law and father-in-law, grandmother or grandfather), permanent full time employees who have been in the employ of the City three (3) months or more shall receive up to twenty-four (24) hours pay for in State funerals and sixteen (16) additional hours for out of State funerals, without charge to vacation leave credits. Any
absence in excess of this amount will be charged to the employee’s accrued vacation leave, if available.

**ARTICLE 19**

**Overtime**

**Section 1.** The City agrees that an employee who works in excess of forty (40) hours during a work week shall be paid at the rate of one and one-half (1 ½ ) time their regular rate of pay. Worked means that time spent by the employee in physical or mental exertion controlled or required by the City and pursued necessarily primarily for the benefit of the City and its business. Holidays count as hours worked.

**Section 2.** The City will try, where possible, to give all employees advance notice of overtime schedules. Except in cases of emergency, and insofar as practicable, Department Heads or department supervisors shall endeavor to give reasonable notice to any employee required to work overtime.

**Section 3.** Department Heads will try, where possible, to distribute overtime work, as equally as possible, among the qualified employees of their respective departments provided the employee called in overtime has the proper skill to perform the overtime work and can report for duty within the time necessary for providing a high level of responsiveness that is essential to the City’s quality public service. An accurate record, reflecting the overtime work assigned to each employee covered by this Agreement, shall be available to the F.P.E. upon request.

**Section 4.** Employees shall not have the right to refuse overtime, except under certain circumstances as follows:

(a) when such overtime would be injurious to the employee’s health, safety and/or welfare;
(b) if a family emergency exists.
Section 5. Compensatory time currently in employee comp time banks shall be used within the first two years of this contract period. No future comp time shall be earned.

ARTICLE 20
Insurance

Section 1. Except as may be provided elsewhere in this Agreement, with respect to any insurance coverages not specifically provided for in this Agreement or mandated by the terms hereof, any such coverages actually provided by the City shall be deemed gratuitous, and the same may be amended, discontinued or terminated in the administrative discretion of the City and, gratuitously provided insurance or coverage, or the monetary consideration therefore, shall not be deemed or become a vested or negotiable interest of the bargaining unit (as to individual members or as a whole), during the pendency of this Agreement.

Section 2. Specifically, except as otherwise provided by law, the City shall not be required hereunder to provide life insurance benefits, disability or dismemberment benefits, dental benefits, or any other insurance benefits not specifically enumerated in fact or in spirit hereof.

Section 3. Intent - It is the intent of the parties hereto to resolve all negotiable issues concerning hospitalization and major medical insurance coverage consistent with the provisions of this section, unless the language of a particular other section of this Article otherwise clearly indicate a contrary intent or meaning.

In furtherance thereof, the following principles shall apply:

(a) The parties recognize that currently available hospitalization and major medical insurance policies vary greatly, with regard to the perils covered, the risks assumed, the manner of distribution of payments and benefits, the administration thereof, material considerations and benefits, and other areas of import. Therefore, the City cannot guarantee a specific schedule of benefits to its employees or the associated costs, but shall permit the bargaining unit members to participate in the City’s health benefit plan. Any time the City establishes a committee to review requests for proposals for insurance, the Federation of
Public Employees will designate the committee member that will represent the members of FPE.

(b) It is understood that the final determination of the content of the City’s employee hospitalization, major medical insurance and life insurance package is to be made by the City Manager and/or City Commission.

(c) The parties hereto recognize that because of the relatively small size of the City, it is generally impractical to insure the employees (in the broader sense) of the City with more than one insurance carrier, that the City can minimize its premium cost by spreading its exposure and claim experience over a larger number of people, and insuring the employees of the City, as a whole, both minimizes premium costs and broadens the insurance carrier source pool; hence, the City shall endeavor to maintain a single hospitalization and major medical insurance policy for all City employees (in the broader sense) as a whole.

Section 4. City agrees to obtain, for members of the bargaining unit, what is generally referred to as hospitalization and major medical insurance coverage, the cost of said insurance to be borne by the members of the bargaining unit, except that the City shall contribute toward said insurance an amount allocated each year in the City’s approved Comprehensive Pay and Classification Plan, allocable to each individual bargaining unit member, per pay period. In addition, the City agrees to obtain substantially similar hospitalization and major medical insurance coverage commonly referred to as “dependent coverage”, for the benefit of the immediate family legal dependents of the individual employee. Said dependent coverage shall be provided at the option and election of each individual member of the bargaining unit, with the cost of said insurance to be borne by the members of the bargaining unit, except that the City shall contribute an amount allocated each year in the City’s approved Comprehensive Pay and Classification Plan of the expense toward said dependent insurance, allocable to each individual bargaining unit member, per pay period.

Section 5. The City shall offer to all employees the benefit of utilizing Section 125 of the IRS Code for all applicable fringe benefits that the City offers.
Section 6. The City shall provide a long term disability insurance program for on or off the job injuries to employees covered by this agreement similar to that provided to the general employees of the City. The cost of said insurance shall be borne by the City.

Section 7. The Union may request reopener of this article if the amount contributed by employees, as a percentage of the total premium, becomes greater than it is at time of ratification of this agreement.

ARTICLE 21
Physical Condition

All members of the Bargaining Unit are required at all times to maintain a physical condition and professional demeanor in accord with their position and shall maintain minimum standards of physical fitness as per their job description.

ARTICLE 22
Blood Bank

All employees covered under this Agreement shall be given one hour off to make donations to blood banks (drives) scheduled by the City of North Lauderdale. The employee, upon return to work, must show proof that he/she actually did give blood. The City shall make every effort to schedule blood drives for F.P.E. members during the late afternoon.

ARTICLE 23
F.P.E. Business

Section 1. The F.P.E. agrees that there will be no F.P.E. activity on City time, on City property, in City facilities, or using City equipment. The F.P.E. agrees that any employee engaged in F.P.E. activity during working hours, except as specifically allowed by the provisions of this Agreement, is subject to disciplinary action.
Section 2. The F.P.E. agrees that there will be no solicitation of City employees for membership in the F.P.E., signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of F.P.E. or affiliated F.P.E. literature or any other business activity of the F.P.E. on City time and during the working hours of City employees.

Section 3. The City will provide F.P.E. with a bulletin board located at the City’s “Public Works Lunchroom” and "Parks Lunchroom”. All notices or bulletins of the F.P.E. that are to be posted will be submitted to the City Manager, or designee, for approval prior to posting with a copy for the City. There will be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon City property other than as herein provided. The bulletin boards authorized by the City for use by F.P.E. may be used by the F.P.E. under the terms of this Article, only for the purpose of posting the following notices and announcements:

A. Notices of F.P.E. meetings and minutes of F.P.E. meetings;
B. Notices of F.P.E. elections;
C. Notices of F.P.E. appointment to office;
D. Notices of F.P.E. recreational and social affairs

Section 4. Approval of the above enumerated notices will be granted by the City Manager, or designee, unless the material violates the provisions of this Agreement and Article or is harmful to employee labor relations. Any intentional violation of this provision by F.P.E. will result in the privilege of such use of the bulletin boards being withdrawn.

Section 5. The City agrees to recognize up to three (3) on-site F.P.E. representatives from different departments as selected by the bargaining members. The names of the said on-site F.P.E. representatives will be furnished to the City by F.P.E. In the event of a change in the designated on-site F.P.E. representatives, the City will be notified in writing.

Section 6. The City agrees to recognize the need for indoor meeting areas. The City will make every effort to accommodate F.P.E. business on City property after hours as long as the request is
in writing and approved by the City Manager or designee five (5) calendar days prior to the requested meeting date.

**Section 7.** The F.P.E. representative(s) will be permitted to take vacation leave as approved by their Department Head or designee for the purpose of official F.P.E conferences and/or seminars. All requests for such leave must be made by the use of the Leave Request Form signed by the employee and approved by the Department Head in writing at least ten (10) working days prior to the start of the leave. The employee may request a maximum of three (3) days leave per year. Sick leave may not be used for this purpose.

**Section 8.** Conference/Seminar leave already approved may be cancelled by the Department Head or the City Manager in cases of emergency wherein subject employee’s services are deemed necessary for public interest.

**Section 9.** F.P.E. members may donate vacation time to a F.P.E. representative for such conference/seminar, as long as this time is part of the three (3) days provided for in Section 7 above. Donation of vacation time under this provision will be made in four (4) hour increments and may not exceed the time requested for conference/seminar attendance by the F.P.E. representative.

**Section 10.** All F.P.E. conferences/seminars will be paid for by the F.P.E. or the employee. The City will not pay for any F.P.E. conference/seminar fees or related expenses.

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**ARTICLE 24**

**Replacement of Employee-Owned Tools**

**Section 1.** City agrees to replace employee-owned tools that break or are stolen during the course of work for the City only when the use is approved by their immediate supervisor. However, the City shall only replace those tools the employee has been authorized to use by the appropriate Department Head for their specific work requirements. Employee must provide proof (i.e. broken tool) that said tool is broken before the City shall reimburse the tool. The City agrees
to replace tools with one that is of similar make and composition. Once a tool has been replaced by the City, the broken tool becomes the City’s property. The City shall only replace alleged stolen tools once a police report has been filed and a week’s time has passed in order for the situation to be fully investigated.

Section 2. Personal cell phones may not be used during the workday, except during the lunch period. Personal cell phones, when authorized may be used by employees while on their working assignment(s). A cell phone may not be used while driving a vehicle.

ARTICLE 25
Uniforms

Section 1. The City provides work uniforms to all members. The City will provide five (5) shirts yearly for bargaining unit members to be worn as part of their uniform. Bargaining unit members will only wear shirts issued by the City that display the City and department that the bargaining members works for. Shirts must be in good condition i.e.: no holes, tears, exceedingly worn and the like. In addition, said uniforms and shirts must not be worn off-duty except to and from work. Distribution of uniforms will not be arbitrary.

Section 2. If a bargaining member is not in the proper uniform, they will be sent home to change into proper uniform. The time spent away from work to change into the proper uniform will be charged to the employee’s vacation time. If vacation time is not available, such time will be in a no-pay status.

Section 3. The City will supply each member with up to two (2) pair of work shoes, as needed, at a cost not to exceed $125.00 per pair ($250.00 annually). When an employee requests replacement of work shoes, they must provide proof to their supervisor that the work shoes are in need of replacement (i.e. worn, damaged, ripped, etc.).
ARTICLE 26
Academic Incentive Pay

Section 1. For the purpose of recognizing academic and/or professional attainment above that which is required by the position, the following shall be applied by the City Manager:

(a) Employees who, at the time of initial employment, possessed education qualifications beyond the basic requirements of the position sought and who might otherwise qualify for additional compensation under the terms outlined above, are not eligible for incentive pay. The intent of this program is the “incentive” of employees who seek to better themselves, their work potential to the City of North Lauderdale after they become regular City employees.

(b) Permanent employees shall be eligible to receive additional compensation if they have gained professional recognition in their field of endeavor by obtaining certification or license through certain State examining procedures or if they have obtained academic degrees through studies at accredited colleges or universities. Degrees and licenses must be in areas related to their duty assignments and be above the normal level required for the position.

(c) The following criteria are established for allowance of additional pay to qualified employees:

1. Employees in a position requiring basic completion of high school level education may qualify for additional compensation through attainment of an applicable four-year college degree.
An Associate’s Degree shall be considered to qualify the employee for a $350 yearly increase. A four-year academic degree shall be considered to qualify the employee for a $500 yearly increase.

2. Employees in a position requiring basic college level graduation may qualify for additional compensation through attainment of an applicable academic Master’s Degree. A Master’s Degree shall be considered to qualify an employee for a $500 yearly increase.

3. An employee in a position requiring a State of Florida license or special certification may qualify for additional compensation through attainment of a license or certification required for a higher level. Such attainment shall be considered to qualify the employee for a $350 yearly increase for all licenses obtained that are not required for the employee’s permanent position.

4. However, employees who have received Educational Assistance Fund reimbursement shall only receive the difference between the amount reimbursed by the Educational Assistance Program and the outlined Academic Incentive Pay for their particular degree for the first year they apply for Academic Incentive Pay.

5. In no case shall additional compensation of academic degree or certificates exceed an overall total of $850 yearly.

6. Employees shall not be eligible for additional compensation under this plan if they are also compensated under other government plans applicable to City employees. However, where the employee is eligible for benefits in other such plans, the employee may select the plan most beneficial to him/her.
Section 2. The eligibility of an employee to receive academic incentive pay shall be determined by the City Manager. Once approved, the employee may carry the additional compensation to any subsequently held position, provided that it continues to relate directly to the new position. Such carry over must be reviewed and approved by the City Manager. The decision of the City Manager on eligibility, application of the provisions of this plan and approval or revocation of the academic incentive pay shall be final.

Section 3. Academic Pay under this Article will only be paid from a list of pre-approved certifications and/or licenses.

ARTICLE 27
Distribution of Contract

The City shall make available to the F.P.E. a copy of this Agreement. The distribution of copies to existing members is the responsibility of the F.P.E. The City will provide a copy to all new hires governed by this Collective Bargaining Agreement.

ARTICLE 28
Entire Agreement

Section 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 areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the F.P.E. for the duration of this Agreement, except as provided in Florida Law, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. This Article shall not be construed to in any way limit or restrict the parties from negotiations, as provided in Florida Law,
on any succeeding Agreement to take effect upon the termination of this Agreement or any
succeeding term of this Agreement. This Agreement may only be modified or altered by mutual
agreement, in writing, signed with equal dignity and formality.

Section 2. This instrument embodies the whole agreement of the parties. There are no
promises, terms, conditions, or obligations other than those contained herein; and this contract
shall supersede all previous communications, representations, or agreements, either verbal or
written, between the parties.

Section 3. The City’s Personnel Policies and Regulations and departmental rules and
regulations shall apply to all bargaining unit members. However, to the extent that the City’s
Personnel Policies and Regulations and departmental rules and regulations shall be inconsistent
with the provisions set forth herein, this Collective Bargaining Agreement shall supersede said
Policies and Regulations, to the effect that the inconsistent terms and conditions of this negotiated
Agreement, if any, shall control.

ARTICLE 29
Savings Clause

If any clause, section or other part or application of this Agreement is hereafter declared by a
proper legislative or judicial authority to be unlawful, invalid, unenforceable or not in accordance
with the applicable Statutes or Ordinances, all other provisions of this Agreement shall remain in
full force and effect for the duration of this Agreement. Upon the issuance of such a decision or
declaration which is not appealed by either party, the party shall, following a request by either
party, negotiate in good faith on a substitute Article, section or portion thereof.
ARTICLE 30
Pension Program

The City shall maintain the status quo with respect to employer and employee pension contributions during the term of this Agreement. City Contribution is 14% of base salary and employee mandatory contribution will remain at 3.5% of base salary.

ARTICLE 31
Workers Compensation

Section 1. Any City employee absent from work due to an injury which is accepted as compensable under workers compensation shall be assured of income during the period of time they are unable to work. Worker’s Compensation payments, as provided by law, shall be sent directly to the employee by the Worker’s Compensation carrier. Worker’s Compensation payments are not subject to social security and income taxes, in accord with Federal guidelines. The City shall add to an employee’s worker’s compensation payments in accordance with the following consecutive, calendar day schedule following the date of accident:

(a) Following the date of injury, calendar day 1 through day 7, employees shall be eligible to receive pay from use of their available sick, compensatory, and/or vacation leave. Employees who subsequently receive workers compensation payments for these first 7 days may request re-establishment of their leave balances by reimbursement of their worker’s compensation payments to the City.

(b) Day 8 through 60 following the date of injury, employees shall receive additional payments from the City which maintain their total Income After Taxes at a full 100% of their normal weekly amount.
(c) The City shall not add to an employee’s worker’s compensation payments beyond 60 days from the date of accident. Employees receiving only Worker’s Compensation pay shall continue receiving City-paid employment benefits for life insurance, long-term disability, and the City’s portion of employee’s health insurance until a determination is made by the City that the employee is unable to return to work. Employees receiving only Worker’s Compensation pay shall not accrue vacation and sick leave and they shall not receive City pension contributions.

Section 2. The City shall provide a light duty opportunity, if light duty is available, as soon as possible after the date of accident which shall continue for a period of 90 days. Light duty is defined as a work assignment for an employee injured on the job and returning to work with medical restrictions. The duration shall be contingent upon employee’s progressive return to work and continued light duty availability.

ARTICLE 32
Term of Agreement

The term of this agreement is from October 1, 2019 through September 30, 2022. Should a new Agreement not be in place on September 30, 2022, all benefits shall continue in accordance with the City’s Comprehensive Pay and Classification Plan as adopted by the City Commission.
ARTICLE 33
Wage Reopener

Section 1. In the event of the passage of a State constitutional amendment or State Legislative enactment which will alter or affect the flow of revenue to the City during the term of this Agreement, the wage/rate of pay articles of the Agreement may, at the written request of the City, be reopened for negotiations.

Section 2. Reopened negotiations shall commenced and concluded within forty-five (45) calendar days of the date the City gives written notice to the F.P.E. of the City’s request to reopen negotiations. If an agreement is not reached within forty-five (45) calendar days, the negotiations shall be deemed at impasse and the impasse issue shall be submitted to the City Commission at second Commission meeting following the expiration of the forty-five days. The City and the F.P.E. waive the appointment of a special magistrate to resolve the impasse and agree that the City Commission shall resolve the impasse issues in accordance with the provisions of §447.403, Florida Statutes.

Section 3. During the negotiations and the impasse process, if any, the base wages of bargaining unit employees will be frozen at the levels in place at the time the City requests to reopen negotiations and no subsequent base wage increases will occur except as thereafter negotiated by the City and the F.P.E., or, in the event the reopened negotiations do not result in a ratified agreement, as imposed by the City Commission through the impasse process.

ARTICLE 34
Promotions – Posting

The City agrees to post notices of all emplacement vacancies on all departmental bulletin boards no less than ten (10) days prior to closing the application deadline.
SIGNATURE PAGE

CITY OF NORTH LAUDERDALE, FLORIDA

__________________________
Ambreen Bhaty, City Manager

__________________________
Date

ATTEST:

__________________________
City Clerk

Approved as to form:

__________________________
Samuel Goren, City Attorney

THE FEDERATION OF PUBLIC EMPLOYEES A DIVISION OF
THE NATIONAL FEDERATION OF PUBLIC & PRIVATE
EMPLOYEES, AFL-CIO

__________________________
Daniel Reynolds, Division President

__________________________
Date

__________________________
Jack Marziliano, Business Manager

__________________________
Date

Ratified by the City Commission on the ___day of _____2019.

Ratified by the Members of the Bargaining Union the ___ day of_____2019.
# APPENDIX “A”

City of North Lauderdale  
Comprehensive Pay Plan FY 2020  
Salary Schedule I

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As you may recall, the City adopted a Resolution on September 10, 2019 to enter into a Memorandum of Understanding (MOU) to support the Collaborative Study and subsequent Development of an Integrated Solid Waste & Recycling System with the County and Participating Cities. By the acceptance of this MOU the County and Participating Cities agree that the effectiveness and longevity of a regional solid waste management system depend on the established principals and commitments that are written in the MOU.

The highlights of the MOU and a tentative schedule to achieve the goals of the MOU are listed in the attached Exhibit. A kick-off meeting with the County and Participating Cities was held on October 14, 2019 to discuss the next steps in the process.

The next milestone for each municipality is to designate two elected officials, one to serve as the representative and one as the alternate representative, respectively, as a participating member of the MOU for the municipality. Please be advised that this is not the MOU Working Group, it is the group that will decide the composition of the Working Group, along with other matters as necessary. In addition, each municipality may participate in the Technical Group, which would be primarily staff.

**RECOMMENDATION:**

The City Administration recommends Commission’s consideration and approval of the attached Resolution appointing Representatives to represent the City in matters relating to the Memorandum of Understanding regarding Collaborative Study and subsequent Development of an Integrated Solid Waste and Recycling System.
RESOLUTION NO. _____________________________

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, RELATING TO THE MEMORANDUM OF UNDERSTANDING REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM; APPOINTING REPRESENTATIVES TO REPRESENT THE CITY OF NORTH LAUDERDALE IN MATTERS RELATING TO THE MEMORANDUM OF UNDERSTANDING; PROVIDING DIRECTION ON REPRESENTATION ON THE TECHNICAL GROUP OF THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of North Lauderdale entered into the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste Recycling System (“MOU”); and,

WHEREAS, the MOU provides for the establishment of a Working Group comprised of elected officials from Broward County, and the municipal signatories of the MOU must decide the number of municipal members of the Working Group, how to select them, and who they will be, as well as make other collective decisions on behalf of municipalities as the issues under the MOU are reviewed; and,

WHEREAS, the MOU also provides for a Technical Group, comprised of staff-level persons to review issues and make recommendations to the Working Group, and any municipality that elects to do so may have a representative on the Working Group.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, THAT:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by referenced herein.

Section 2: The City Commission hereby appoints __________________ as the City’s representative and __________________ as the City’s alternate representative, to vote on behalf of the City of North Lauderdale on matters relating to the MOU, including decisions regarding the Working Group. The alternate representative will participate and vote only in the absence or unavailability of the representative.

Section 3: The City Commission of the City of North Lauderdale hereby determines [TO/NOT TO] appoint a member to the Technical Group of the MOU. [__________________________ is hereby appointed by the City Commission to the Technical Group of the MOU.]
Section 4: This Resolution shall become effect immediately upon its passage and adoption.

APPROVED AS TO FORM:

CITY ATTORNEY SAMUEL S. GOREN

MAYOR ANA M. ZIADE

VICE MAYOR SAMSON BORGELIN

ATTEST:

PATRICIA VANCHERI, CITY CLERK
Memorandum of Understanding – Collaborative Study and Subsequent Development of Integrated Solid Waste and Recycling System

- Broward County and all municipalities have joined the MOU
- Separate from the old Resource Recovery Board, this is a look forward undertaking
  - The current effort is to attempt to form a system in the future that would involve the County and all municipalities
- Main goals: (1) form a regional solution for solid waste disposal involving the County and all municipalities in Broward County and (2) increase recycling to reach the 75% goal
- To facilitate the review, there are two committees to be formed:
  - **Working Group** – establish policy and provide direction to the other group, a Working Group
    - Between 5-9 members. County gets 1 member, so municipalities get 4-8.
    - **Working Group Members are elected officials**
    - Municipalities must decide the number of their representatives, how to select them and who they will be
  - **Technical Group** – review operational aspects of integrated solid waste disposal and recycling
    - County has 1 member
    - Any municipality that wants to participate on the Technical Group can do so.
    - Staff level persons
    - Each municipality must decide if they want someone on the Technical Group and if so, who.
- Issues to be reviewed by Working Group and Technical Group:
  - Options for future disposal of solid waste and recycling programs
    - Ownership of system
    - Contracting with private entities
    - Use of existing properties in public control, such as the Broward County Landfill and the Alpha 250 Property (in Pompano Beach, an asset of the former RRB)
  - How any regional system will be funded
  - Consideration of flow control consistent with limitations of state and federal law
  - Governing Structure
    - Special District
      - Could require legislation
    - Interlocal Agreement, like former RRB
NEXT STEPS

GOAL IS TO HAVE THESE TWO ITEMS DETERMINED ON OR BEFORE NOVEMBER 13, 2019:

(1) CITY APPOINT AN ELECTED OFFICIAL TO SERVE AS ITS REPRESENTATIVE ON MOU MATTERS, INCLUDING SELECTION OF THE MEMBERS OF THE WORKING GROUP; AND AN ALTERNATE

(2) CITY DECIDE IF IT WANTS TO PARTICIPATE IN THE TECHNICAL GROUP, AND IF SO, WHOM
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<td>Participating Municipality Approval of the MOU</td>
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<td>Designation of Working Group</td>
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<tr>
<td>Designation of Technical Group</td>
<td>December 15, 2019</td>
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<tr>
<td>Retention of consultants and/or any required legal counsel</td>
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<tr>
<td>Determination as to form of governance for the regional solid waste management system(e.g., interlocal agreement, special district*)</td>
<td>April 20, 2020</td>
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<td>*Finalization of the necessary creation documents (which would permit timely submission to the Florida Legislature if an independent special district is to be pursued)</td>
<td>September 30, 2020</td>
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City of North Lauderdale Invites You to Join us for a
Walk 4 Sickle Cell 5K Run/Walkathon Fundraiser

Saturday, November 9th, 2019 - 8:00 am
Registration Begins 7:00am

Hampton Pines Park - 7800 Hampton Blvd, North Lauderdale

100% of Dollars Collected during the walk will be donated to the
Sickle Cell Disease Association of Broward County

For more information please call the Parks and Recreation Department at 954-724-7061

Mayor Ana M. Ziade, Vice Mayor Samson Borgelin, Commissioners, Rich Moyle, Lorenzo Wood, and Mario Bustamante
As per Section 6.0 of the City Manager's Employment Agreement, the City Commission shall review and evaluate the performance of the City Manager annually. As I start my 26th year of employment with North Lauderdale in various roles and my 10th year of serving you and this Community as City Manager, I look forward to my performance evaluation scheduled for the City Commission meeting on October 29, 2019.

It has certainly been an honor and pleasure to serve the Mayor, Commission and residents of the City of North Lauderdale as your City Manager over the last 10 years. Over these years, together, we have provided our citizens with the highest level of service at all times, while enduring challenges such as a housing market bust, property tax reform, unfunded mandates, limited revenues, a declining economy and more Hurricanes. Still with great vision and the exciting goals and projects set forth by the Commission and Administration, the City of North Lauderdale continues to be on the cutting edge of managing changes and thinking outside the box. I look forward to continue to be a part of the direction established by the Commission and to work side by side with my staff to accomplish the goals set forth by the Commission to serve the residents of North Lauderdale.

Taking a look back, we have collectively achieved a lot during the last year. These accomplishments not only include doing “what is best for the City/residents” but also include appreciating our employees who work hard and are the backbone of our organization. This was only possible due to the direction provided by the Mayor and the Commission.

We were also able to prepare a balanced budget for FY 2020 that maintains service levels, increases economic development spending, funds large capital projects and repair/maintenance projects. All this was accomplished with no increase in the Garbage rate over the prior year, no increase in the Water Control District Assessment over the prior year and a slight increase in Fire assessment rate due to operational costs and capital improvement costs planned for FY 2020. There is no increase in the Utility rates and also no increase in the millage rate for the upcoming year.

The upcoming year's uncertainty of State’s unfunded mandates, the assault on Home Rule, budgetary caps, limited revenues and proposed property tax reform, aging infrastructure, increased cost for services and still a somewhat sluggish economy are obstacles that will prove most challenging! Working through them as a team will certainly be our "Finest Hour".

As always, I am available and keen to discuss any matter that may interest you and I am looking forward to serving you and the residents of North Lauderdale in the years to come.
Requests for Ceremonial Items must be submitted 4 weeks prior to the requested Commission meeting date. The City Commission typically meets the 2nd and last Tuesday of each month.

1. Type of Ceremonial Item Requested:
   - ___ Key to the City
   - ___ Certificate/Plaque of recognition or appreciation
   - X Proclamation
   - ___ Letter of Honor (Requires notification to the Commission and no approval)

2. Individual, Agency, or Organization Requesting Ceremonial Item:
   Vice Mayor Samson Borgelin
   Name, Address, Phone______________________________________________
   _______________________________________________________________
   In observance of the 10th year celebration of Burnham Woods Day.

3. Purpose of Ceremonial Item:
   Please fill in 5 Bullet Points as to why this Ceremonial Item is deserved:
   - Burnham Woods Day is celebrating its 10th year.
   - ________________________________________________________________
   - The event helps to build relationships in the community.
   - ________________________________________________________________
   - This event fosters community pride.
   - The event provides an opportunity for participation by diverse groups
   - of people that reside in the city and specifically in Burnham Woods.
   - The event has grown over the years and brings the community together
   - in a positive manner.

4. Item to be presented at:
   - ___ Commission meeting on 11/12/19 (Event date is 11/23/19).
   - ___ Another event
     o Location____________________ Date____________________

5. Person Attending Meeting to Receive Ceremonial Item

Name/Phone Number  Hal Batson, # 954-410-0139
______________________________________________________________
The City Attorney’s Office has prepared a resolution to authorize the execution of an agreement between the City and the Supervisor of Elections of Broward County (“SOE”) to provide poll workers for the General Municipal Election on November 3, 2020. This coincides with a Countywide General Election and all polling locations will be open.

The agreement provides that the SOE shall hire poll workers to staff polling locations within the City at the upcoming election. The City shall be responsible for paying the poll workers operating within the City at a rate to be determined by the City based on the advice to be offered by the SOE regarding the pay scale for poll workers working County elections. The agreement reflects the standard arrangement between the SOE and cities throughout Broward County, and is similar in form to agreements used by the City in previous elections.
RESOLUTION NO. ______________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY AND THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY TO PROVIDE POLL WORKER SERVICES TO THE CITY FOR THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION, ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN; DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL STEPS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Lauderdale, Florida (the “City”) will be holding a General Municipal Election on November 3, 2020 (the “Election”); and

WHEREAS, the Election will be conducted by the Supervisor of Elections of Broward County, working in conjunction with the City; and

WHEREAS, the Supervisor of Elections will be hiring poll workers to work at various polling locations throughout the City; and

WHEREAS, the City and the Supervisor of Elections seek to execute an agreement to provide for such poll workers and the appropriate compensation thereof; and

WHEREAS, the City Commission deems the execution of an agreement between the City and the Supervisor of Elections of Broward County to provide poll workers for the Election to be in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The City Commission of the City of North Lauderdale, Florida hereby approves the agreement for the provision of poll workers for the November 3, 2020 General
Municipal Election between the City and Supervisor of Elections of Broward County, attached hereto as Exhibit “A” and incorporated herein.

**Section 3.** The City Commission hereby further directs the appropriate members of the City Administration to take any and all steps necessary to effectuate the intent of this resolution.

**Section 4.** All resolutions or parts of resolutions on in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

**Section 5.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 6.** This Resolution shall become effective immediately upon its passage and adoption.


___________________________________
MAYOR ANA M. ZIADE

___________________________________
VICE MAYOR SAMSON BORGELIN

ATTEST:

______________________________
PATRICIA VANCHERI, City Clerk

APPROVED AS TO LEGAL FORM:

______________________________
SAMUEL S. GOREN, City Attorney
AGREEMENT FOR MUNICIPAL ELECTIONS

This Agreement for Municipal Elections is made and entered by and between Peter Antonacci, the Supervisor of Elections of Broward County (“Supervisor”), and the City/Town/Village of ____________, a municipality in the State of Florida (“City”) (the Supervisor and the City are referred to collectively as the “Parties”).

RECITALS

A. Peter Antonacci is the Supervisor of Elections of Broward County, Florida, pursuant to the provisions of Article VIII, Section 1(d) of the Florida Constitution, and serves in that capacity as a Constitutional Officer and under the State of Florida Election Code.

B. The Supervisor has specific duties, functions, and responsibilities described in the State of Florida Election Code contained in Chapters 97 through 106 of the Florida Statutes, as amended from time to time.

C. Among the duties and functions of the Supervisor is the engagement, training, and assigning poll workers, including Voting Systems Technicians (VST) in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes, including the appointment of election boards consisting of an inspector and a clerk who shall perform their duties and functions as provided for in the State of Florida Election Code.

D. Chapter 75-350, Laws of Florida (Special Acts 1975), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, in addition to setting forth the requirements for qualification to office, the conducting of elections and other matters affecting all municipalities within Broward County, Florida.

E. In municipal elections, the individual municipality is ultimately responsible for the procurement and payment of poll workers for its municipal elections. For convenience, consistency, and the proper and efficient conduct of municipal elections, the City requests that the Supervisor select, train, and work directly with the poll workers for the applicable municipal elections; however, the City acknowledges that all payment due municipal election day poll workers remains the ultimate responsibility of the City.

F. The Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist the City in selecting and training poll workers and conducting the City’s municipal election(s). The City desires to delegate to the Supervisor the power, duty, and authority to select and train poll workers and conduct the City’s municipal election(s) pursuant to the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:
ARTICLE 1
Recitals

1.1 The above Recitals are true and correct and are incorporated herein as if set forth in full hereunder.

ARTICLE 2
Duties of Supervisor

2.1 The Supervisor shall conduct the municipal election to be held by the City/Town/Village of __________ on the __ day of __________, 2019, in accordance with the State of Florida Election Code, as amended from time to time. The Parties may identify additional municipal election(s) that shall be deemed included within the scope of this Section 2.1 upon written approval of both the Supervisor and the City Manager/Mayor.

2.2 At the request of the City, the Supervisor shall select, assign, and train an appropriate number of poll workers for the aforesaid election.

2.3 Provided the City complies with its obligations under Section 3.2, the Supervisor will utilize the polling places selected by the City and identify the applicable location for the electors in the Supervisor’s records as well as in any notices the Supervisor is otherwise legally required to provide to electors for the applicable municipal elections.

2.4 The Supervisor’s decisions regarding the number of poll workers and their assignments to precincts and polling places shall be determined by the Supervisor in his or her sole and absolute discretion.

2.5 The Supervisor or his or her staff, on behalf of the City, shall properly and timely pay poll workers as required by law, with such payment issued directly by the Supervisor to the poll workers. All amounts paid to poll workers and any and all additional expenses associated with the Supervisor’s payroll function will be included in the invoice that will be sent by the Supervisor to the City after the election.

2.6 The Supervisor shall, on behalf of the City, assign and place poll deputies for each of the precincts or polling places for the applicable election. Poll deputies should be considered poll workers for purposes of payment only. The Supervisor will also be responsible for directly paying for each of these deputies. Any and all fees associated with this function will be included in the invoice that will be sent to the City after the election.

2.7 The Supervisor, on behalf of the City, shall set the rate of pay for poll workers and poll deputies and any other costs and expenses associated with conducting the municipal election(s) described in Section 2.1. The Supervisor will advise the City of the current pay scale and provide an estimate of costs and expenses.
ARTICLE 3
City’s Obligations

3.1 The City hereby engages the Supervisor to perform the services described in Article 2. The City will reimburse the Supervisor for all costs and expenses associated with the Supervisor conducting the municipal election(s) described in Section 2.1, including all amounts paid or due to poll workers and poll deputies. The City shall timely pay all invoices submitted by the Supervisor of Elections within thirty (30) days from the date of invoice. Payment shall be made at the address of the Supervisor stated in Section 5.1.

3.2 No later than sixty (60) days prior to the date of the applicable municipal election, the City shall advise the Supervisor in writing of the proposed polling places to be utilized for the election, which locations shall be subject to review and approval by the Supervisor, and provide copies of the rental agreements or other documentation for the utilization of the polling places consistent with the provisions of this section. The City is responsible for: (a) ensuring the location(s) fully comply with the Supervisor’s then-existing security standards for polling places; (b) entering into written use or other rental agreements for the sites utilizing a form provided by the Supervisor or otherwise approved in advance by the Supervisor; and (c) ensuring the locations comply with all applicable laws, including, but not limited to, the American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

3.3 The City shall promptly provide any and all documents, information, and cooperation reasonably requested by the Supervisor in performance of his or her duties under this Agreement.

ARTICLE 4
Indemnification

4.1 To the extent permitted by law, the City shall indemnify, hold harmless, and defend the Supervisor and all of the Supervisor’s past, present, and future officers, agents, servants, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of the City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). In the event any Claim is brought against an Indemnified Party, the City shall, upon written notice from the Supervisor, defend each Indemnified Party against each such Claim by counsel satisfactory to the Supervisor or, at the Supervisor’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Supervisor, any sums due the City under this Agreement...
Agreement may be retained by the Supervisor until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the Supervisor.

ARTICLE 5
Notices and Public Records

5.1 In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For the Supervisor:
Peter Antonacci, Supervisor of Elections
115 South Andrews Avenue, Room 102
Fort Lauderdale, FL 33301
Telephone No.: (954) 357-7061
E-mail: pantonacci@browardsoe.org

With a copy to:
Broward County Attorney’s Office
Attn: Andrew Meyers
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email addresses: ameyers@broward.org and rharrod@broward.org

For the City:
________________________________________
Office of the City Clerk
________________________________________
________________________________________
Email address: ______________

With a copy to:
________________________________________
________________________________________
________________________________________
E-mail: ____________________
When requested by either party, the other shall furnish receipts, paid bills or documents to reasonably verify facts or representations made or pursuant to the requirements of this Agreement.

5.2 Public Records. Both Parties are subject to subject to Chapter 119, Florida Statutes. To the extent that Section 119.0701 applies to the relationship between the Parties created by this Agreement, that section is deemed incorporated into this Agreement as if fully stated herein. If either of the Parties has questions regarding the application of Chapter 119 or receives a request for public records relating to this Agreement, the party with a question or who received the records request shall provide written notice of the question or request to the other in the manner provided in Section 5.1 of this Agreement.

ARTICLE 6
Disputes

6.1 Should a dispute arise regarding the interpretation of this Agreement or the performance of either party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. In the event a court action is commenced, each party shall bear its own attorneys’ fees and costs at both the trial and appellate levels. Any litigation arising from or relating to this Agreement shall be prosecuted exclusively in the courts of Broward County, Florida.

ARTICLE 7
Term; Termination

7.1 The term of this Agreement shall be from the date of full execution (the “Effective Date”) for a period of one (1) year, unless earlier terminated pursuant to this provision of this Agreement. The Agreement may be extended for up to four (4) additional one-year extension terms upon the written approval of both the Supervisor and the City Manager/Mayor prior to the termination of the then-current term.

7.2 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience upon written notice by either party, effective on the termination date stated in the written notice provided such termination date shall be not less than thirty (30) days after the date of such written notice. In the event this Agreement is terminated, Supervisor shall be paid for any services performed through the effective date of termination.
ARTICLE 8
Miscellaneous

8.1 Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the City or the Supervisor, nor shall anything included herein be construed as consent by the City or the Supervisor to be sued by third parties in any matter arising out of this Agreement. The City and the Supervisor are municipal corporations or constitutional officers of political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of its own employees pursuant to Section 768.28, Florida Statutes.

8.2 This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.3 Neither the Supervisor nor the City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.4 This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.5 The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida.

8.6 This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

(The remainder of this page is intentionally blank.)
AGREEMENT FOR MUNICIPAL ELECTIONS

SUPERVISOR OF ELECTIONS

WITNESS: Supervisor of Elections of Broward County, Florida

________________________________________
(Signature)

________________________________________
(Print Name of Witness)

________________________________________
(Signature)

________________________________________
(Print Name of Witness)

By_____________________________________
Peter Antonacci, Supervisor of Elections

____ day of _____________, 2019
AGREEMENT FOR MUNICIPAL ELECTIONS

ATTEST:

CITY OF __________________________

_______________________________

CITY CLERK

By: ______________________________
   City Manager/City Mayor

_______________________________

Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

_______________________________

City Attorney
AGENDA

1. **CALL TO ORDER** – Chairman Moyle

2. **ROLL CALL**
   Chairman Rich Moyle
   Vice Chair Lorenzo Wood
   Supervisor Samson Borgelin
   Supervisor Mario Bustamante
   Supervisor Ana M. Ziade
   Administrator - Vacant
   District Attorney Samuel S. Goren
   District Secretary Patricia Vancheri

3. **APPROVAL OF MINUTES**
   a. September 12, 2019

4. **SUBJECT** – Motion to appoint Samuel A. May as Interim District Administrator

5. **ADJOURNMENT**
The North Lauderdale Water Control District met on Thursday, September 12, 2019 at the Municipal Complex.

1. **CALL TO ORDER** – Chairman Moyle called the meeting to order at 6:00 pm.

2. **ROLL CALL** – District Secretary called roll. All present.
   - Chairman Rich Moyle
   - Vice Chair Lorenzo Wood
   - Supervisor Samson Borgelin
   - Supervisor Mario Bustamante
   - Supervisor Ana M. Ziade
   - Administrator George Krawczyk
   - District Attorney Julie Klahr
   - District Secretary Patricia Vancheri

3. **APPROVAL OF MINUTES**
   a. **June 11, 2019** – Vice Chair Wood moved to approve the Minutes as submitted. Supervisor Ziade seconded the motion. **Minutes were unanimously approved by voice vote.**

4. **RESOLUTION - Water Management System Assessment Annual Rate Resolution and approval of budget for fiscal year October 1, 2019 through September 30, 2020**

Supervisor Ziade moved to read. Seconded by Vice Chair Wood.
Attorney read:

**A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, RELATING TO THE PROVISION OF WATER CONTROL AND DRAINAGE SERVICES, FACILITIES AND PROGRAMS (THE “WATER MANAGEMENT SYSTEM”) WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ASSESSMENT RATE OF $100 FOR WATER MANAGEMENT SYSTEM ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; APPROVING, CONFIRMING AND ADOPTING THE ASSESSMENT ROLL; APPROVING THE DISTRICT BUDGET FOR FISCAL YEAR 2019-2020 TO BE ADOPTED AS PART OF THE CITY’S BUDGET BY THE CITY COMMISSION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Susan Nabors, Finance Director, presented the item based on backup memorandum. She indicated that on June 11, 2019 the District Board adopted the Preliminary Resolution for the assessment rate for the Water Control District. The District intends to continue their work in eliminating evasive species of aquatic growth in the canals and lakes and maintain water flows, as well as continue to work closely with Code Enforcement to address violations of illegal dumping of debris that may impede the water flow in the canal district. Also, the District will continue measures to cost effectively identify and fix any canal bank erosions. A consultant, Craven Thompson and Associates, was contracted to prepare a Stormwater Master Plan for the canal district as well as the City’s utility system. The consultant’s report is anticipated to be complete by the end of October. Funding through this assessment will maintain the District’s fund balance. At this time staff recommends maintaining the assessment
rate at $100.00 per year for FY 2020, effective October 1, 2019. Vice Chair Wood moved to adopt. Seconded by Supervisor Ziade. No discussion; Secretary called roll. All YES.

RESOLUTION NO. 19-09-05 PASSED AND ADOPTED UNANIMOUSLY

5. RESOLUTION - Authorizing Work in Water Control District Right-of-Way for CSLIP application on SW 81st Ave

Supervisor Ziade moved to read. Seconded by Vice Chair Wood.
Attorney read:

A RESOLUTION OF THE WATER CONTROL DISTRICT BOARD AUTHORIZING WORK IN WATER CONTROL DISTRICT PUBLIC RIGHT-OF-WAY FOR THE SW 81st AVE CSLIP APPLICATION PROJECT SUBMITTED BY THE CITY OF NORTH LAUDERDALE TO THE MPO; AND PROVIDING AN EFFECTIVE DATE.

George Krawczyk, District Administrator, presented the item based on backup memorandum. He indicated that there are two crossings at 81st Avenue for the CSLIP project and this item is requesting support and approval of improvements. The project includes traffic circles and bike lane improvements to the whole roadway from McNab to Southgate Boulevard. Staff recommends consideration and approval of the attached resolution authorizing the necessary improvements within the identified right-of-way owned by the Water Control District. Vice Chair Wood moved to adopt. Seconded by Supervisor Ziade. No discussion; Secretary called roll. All YES.

RESOLUTION NO. 19-09-06 PASSED AND ADOPTED UNANIMOUSLY

6. General Discussion
Chair Moyle asked for confirmation that the Craven Thompson consultant’s report would be received in October, in time for the legislative session beginning in January. He also commented that he would like to have information placed in the next newsletter to advise residents not to use fertilizer that contains a high number of phosphorus so as to decrease the amount of spending for chemicals to maintain algae growth in the canals. Supervisor Ziade asked how many homes are on the canals. Krawczyk said they do have a spreadsheet with that information and also have a graphic about the fertilizers to add to the newsletter.

7. ADJOURNMENT – There being no further business the meeting adjourned at 6:10 pm.

Respectfully submitted,

Patricia Vancheri
District Secretary