



## CITY OF FLORIDA CITY CITY COMMISSION MEETING AGENDA

Meeting Date: March 24, 2026 -5:30 PM  
Florida City, FL 33034  
Next Regular Meeting Date:  
April 14, 2026 – 6:30 PM  
Phone: (305) 247-8221 Fax: (305) 242-8133  
Website: [www.floridacityfl.gov](http://www.floridacityfl.gov)

*Mayor Charlotte Thompson*  
*Vice Mayor Ronda Ferguson Cobb*  
*Commissioner James Gold*  
*Commissioner Richard Brown, Jr.*  
*Commissioner Trina Wilborn*  
*City Manager, Dr. James Poag*  
*City Attorney, Regine Monestime, Esq.,*  
*City Clerk, Jennifer A. Evelyn*  
*Deputy City Clerk, Makeda McLune*

- 1) CALL TO ORDER/ROLL CALL
- 2) INVOCATION
- 3) PLEDGE OF ALLEGIANCE
- 4) APPROVAL OF MINUTES – Commission Minutes of March 10, 2026
- 5) ORDER OF BUSINESS
- 6) SPECIAL PRESENTATIONS (None)
- 7) PUBLIC COMMENTS (2 Minutes Each)
- 8) ORDINANCE(S) FOR FIRST READING (None)
- 9) ORDINANCE(S) FOR SECOND READING / PUBLIC HEARING(S) (None)
- 10) CONSENT AGENDA (None)
- 11) RESOLUTION(S) / PUBLIC HEARING(S) (None)
- 12) RESOLUTIONS

- 12A) **26-21: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF FLORIDA CITY RELATING TO THE ANNEXATION OF AREA "J" COMPRISING 406.9 ACRES; PROVIDING FOR TRANSMITTAL TO MIAMI-DADE COUNTY; PROVIDING FOR AN EFFECTIVE DATE (SPONSORED BY THE CITY MANAGER)**
- 12B) **26-22: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS GRANT IN THE AMOUNT OF \$40,000.00 AWARDED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT NUMBER G3L02, PROJECT NUMBER SC-2026-00128, FOR THE FLORIDA CITY SPEEDING AND AGGRESSIVE DRIVING PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE**
- 12C) **26-23: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, AMENDING THE REGULAR MEETING SCHEDULE OF THE CITY COMMISSION TO ESTABLISH 6:30 P.M. AS THE COMMENCEMENT TIME FOR ALL REGULAR COMMISSION MEETINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE (SPONSORED BY THE CITY MANAGER) (SPONSORED BY THE CITY MANAGER)**
- 12D) **26-24: A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FLORIDA CITY AND THE SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE (SPONSORED BY THE CITY MANAGER)**
- 13) **QUASI-JUDICIAL ZONING MATTERS (None)**
- 14) **REPORTS OF MAYOR AND COMMISSION MEMBERS**
- 15) **REPORTS OF CITY MANAGER/CITY ATTORNEY/CITY CLERK**
- 16) **ADJOURNMENT**

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT JENNIFER A. EVELYN, CITY CLERK (305) 247-8221, NO LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDINGS. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT JENNIFER A. EVELYN, CITY CLERK (305) 247-8221 OR VIA EMAIL: [cityclerk@floridacityfl.gov](mailto:cityclerk@floridacityfl.gov) - THE ENTIRE AGENDA PACKET CAN ALSO BE FOUND ON THE CITY'S WEBSITE AT [www.floridacityfl.gov](http://www.floridacityfl.gov)

ANYONE DESIRING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTERS CONSIDERED AT SUCH MEETINGS OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Sec 2-233 of the City's Code entitled, "Registration" requires that all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay a one-time annual fee of \$250.00. All lobbyists shall register with the city clerk within five business days of being retained as a lobbyist or before engaging in any lobbying activities, whichever shall come first. Every person required to register shall: Register on forms prepared by the clerk; State under oath his or her name, business address and the name and business address of each person or entity which has employed said registrant to lobby. If the lobbyist represents a corporation, the corporation shall also be identified each person who withdraws as a lobbyist for a particular client shall file an appropriate notice of withdrawal Every registrant shall be required to state the extent of any business or professional relationship with any current mayor or commissioner. There shall be no fee required for filing a notice of withdrawal and the city commission may, in its discretion, waive the registration fee upon a finding of financial hardship.

**CITY OF FLORIDA CITY**  
**REGULAR COMMISSION MEETING MINUTES**

**TUESDAY, FEBRUARY 24<sup>th</sup>, 2026**

**1. CALL TO ORDER / ROLL CALL**

The City Commission of the City of Florida City, Florida, met in regular session March 10, 2026, beginning at 5:30 PM in the Commission Chambers, 404 West Palm Drive, Florida City, FL 33034.

The following members of the City Commission were present: Mayor Charlotte Thompson, Vice Mayor Ronda Cobb, Commissioner James Gold, Commissioner Trina Wilborn, Commissioner Richard Brown, Jr.

**2. INVOCATION**

Mayor Thompson delivered the invocation.

**3. PLEDGE OF ALLEGIANCE**

Recited in unison.

**4. APPROVAL OF MINUTES**

Regular Commission Minutes of February 24, 2026.

Motion offered by Commissioner Gold, seconded by Vice Mayor Cobb to approve the minutes passed and carried by a 5 to 0 vote of the City Commissioners.

**5. ORDER OF BUSINESS\_ (NONE)**

**6. SPECIAL PRESENTATIONS\_ (NONE)**

**7. PUBLIC COMMENTS**

Mike Lalbachan- Florida City FL

Mr. Lalbachan inquired about the City's plans for 2026 Hurricane Preparedness, specifically regarding enhancements to the City's local shelter infrastructure.

Mr. Lalbachan informed that there are grant opportunities available which could benefit the Police department and support upgrades to city buildings, enabling them to serve as safe shelters during emergencies.

Mayor Thompson asked Mr. Lalbachan to meet with in her office to further

discuss.

8. **ORDINANCES FOR FIRST READING (NONE)**
9. **ORDINANCE(S) FOR SECOND READING/PUBLIC HEARING(S)  
(NONE)**
10. **CONSENT AGENDA (NONE)**
11. **RESOLUTIONS/PUBLIC HEARING (S) NONE**
12. **RESOLUTIONS**

12A)

**26-12: A RESOLUTION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING THE FINAL PLAT OF "CENTURY PARK SQUARE NORTH", A SUBDIVISION WITH 9 BLOCKS, 106 LOTS FOR TOWNHOUSES AND 3 TRACTS, LOCATED ON THE NORTHEAST CORNER OF WEST PALM DRIVE (S.W. 344<sup>TH</sup> ST) AND TOWER ROAD (SW 192<sup>ND</sup> AVE), FLORIDA CITY, FLORIDA (SPONSORED BY THE CITY MANAGER)**

A Motion was made by Commissioner Gold for the City Clerk to read Resolution No: 26-12 by caption only. Seconded by Commissioner Brown.

The City Clerk read Resolution No: 26-12 by caption only.

The City Engineer explained that this resolution approved the Final Plat of Century Park Square North.

Commissioner Brown requested that the City Engineer provide an explanation to the audience regarding the meaning of a plat.

The City Engineer voiced a plat as a detailed, scaled map or plan representing a piece of land, showing its boundaries, subdivisions, lot numbers and streets.

Mayor opened the floor for public comments.

There being no public comments, Mayor Thompson closed the floor and entertained a motion.

A motion was offered by Commissioner Wilborn for the passing and adoption of Resolution No: 26-12. Seconded by Vice Mayor Cobb. All voted in favor. Passed and carried by a 5 to 0 roll call vote of the City Commission.

Mayor Charlotte Thompson	Yes
Vice Mayor Ronda Cobb	Yes
Commissioner James Gold	Yes
Commissioner Trina Wilborn	Yes
Commissioner Richard Brown, Jr.	Yes

12B)

**26-15: A RESOLUTION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING THE FINAL PLAT OF “CENTURY PARK VILLAS EAST”, A SUBDIVISION WITH 17 BLOCKS, 117 LOTS FOR TOWNHOUSES AND 3 TRACTS, LOCATED ON THE WEST SIDE OF FACTORY SHOP BLVD 500 FEET NORTH OF EAST PALM DR, FLORIDA CITY, FLORIDA - FLORIDA (SPONSORED BY THE CITY MANAGER)**

A Motion was made by Commissioner Gold for the City Clerk to read Resolution No: 26-15 by caption only. Seconded by Commissioner Brown.

The City Clerk read Resolution No: 26-15 by caption only.

Mayor opened the floor for public comments.

There being no public comments, Mayor Thompson closed the floor and entertained a motion.

A motion was offered by Commissioner Wilborn for the passing and adoption of Resolution No: 26-15. Seconded by Vice Mayor Cobb. All voted in favor. Passed and carried by a 5 to 0 roll call vote of the City Commission.

Mayor Charlotte Thompson	Yes
Vice Mayor Ronda Cobb	Yes
Commissioner James Gold	Yes
Commissioner Trina Wilborn	Yes
Commissioner Richard Brown, Jr.	Yes

12C)

**26-16: A RESOLUTION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING THE FINAL PLAT OF “MESA VILLAS”, A SUBDIVISION WITH 6 BLOCKS, 65 LOTS FOR TOWNHOUSES AND 2 TRACTS, LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF LUCY STREET AND NE 6<sup>TH</sup> AVE, FLORIDA CITY, FLORIDA (SPONSORED BY THE CITY MANAGER)**

A Motion was made by Vice Mayor Cobb for the City Clerk to read Resolution No: 26-16 by caption only. Seconded by Commissioner Gold.

The City Clerk read Resolution No: 26-16 by caption only.

It was noted the Tentative Plat for Mesa Villas had previously been approved by the City Commission in 2025.

Mayor opened the floor for public comments.

There being no public comments, Mayor Thompson closed the floor and entertained a motion.

A motion was offered by Commissioner Wilborn for the passing and adoption of Resolution No: 26-15. Seconded by Commissioner Gold. All voted in favor. Passed and carried by a 5 to 0 roll call vote of the City Commission.

Mayor Charlotte Thompson	Yes
Vice Mayor Ronda Cobb	Yes
Commissioner James Gold	Yes
Commissioner Trina Wilborn	Yes
Commissioner Richard Brown, Jr.	Yes

12D)

**26-17: A RESOLUTION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING THE FINAL PLAT OF “PINEMESA”, A SUBDIVISION WITH 6 BLOCKS, 54 LOTS FOR TOWNHOUSES AND 1 TRACT, LOCATED ON THE EAST SIDE OF SOUTH REDLAND ROAD (S.W. 187<sup>TH</sup> AVE) 350 FEET SOUTH OF SOUTH REDLAND ROAD (SW 187<sup>TH</sup> AVE) AND SW 7<sup>TH</sup> STREET INTERSECTION, FLORIDA CITY, FLORIDA (SPONSORED BY THE CITY MANAGER)**

A Motion was made by Commissioner Gold for the City Clerk to read Resolution No: 26-17 by caption only. Seconded by Commissioner Brown.

The City Clerk read Resolution No: 26-17 by caption only.

Mayor opened the floor for public comments.

There being no public comments, Mayor Thompson closed the floor and entertained a motion.

A motion was offered by Commissioner Wilborn for the passing and adoption of Resolution No: 26-17. Seconded by Commissioner Gold. All voted in favor. Passed and carried by a 5 to 0 roll call vote of the City Commission.

Mayor Charlotte Thompson	Yes
Vice Mayor Ronda Cobb	Yes
Commissioner James Gold	Yes
Commissioner Trina Wilborn	Yes
Commissioner Richard Brown, Jr.	Yes

12E)

**26-20: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FL, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 TO THE CONTRACT BETWEEN THE CITY OF FLORIDA CITY AND CORELAND CONSTRUCTION CORP., DATED MAY 29, 2024, CONCERNING THE ARPA-FUNDED KROME AVENUE WATER SYSTEM IMPROVEMENTS, IN THE AMOUNT OF \$199,454.96; PROVIDING FOR AN EFFECTIVE DATE**

A Motion was made by Commissioner Gold for the City Clerk to read Resolution No: 26-17 by caption only. Seconded by Commissioner Brown.

The City Clerk read Resolution No: 26-20 by caption only.

Mayor opened the floor for public comments.

There being no public comments, Mayor Thompson closed the floor and entertained a motion.

A motion was offered by Commissioner Gold for the passing and adoption of Resolution No: 26-20. Seconded by Commissioner Brown. All voted in favor. Passed and carried by a 5 to 0 roll call vote of the City Commission.

Mayor Charlotte Thompson	Yes
Vice Mayor Ronda Cobb	Yes

Commissioner James Gold	Yes
Commissioner Trina Wilborn	Yes
Commissioner Richard Brown, Jr.	Yes

**13) QUASI-JUDICIAL ZONING MATTERS (NONE)**

**14) REPORTS OF MAYOR AND COMMISSION MEMBERS**

Under the Mayor’s report, Mayor Thompson noted that the City Commission recently changed the meeting start time to 5:30 pm and shared her appreciation for the intent behind that decision. However, she expressed concern that 5:30 pm maybe too early for many residents who are just getting off work and may have difficulty arriving on time. She emphasized that the Commission should share the goal of encouraging maximum resident participation at meetings. With this mind Mayor Thompson invited the Commission to share their thoughts on possibly adjusting the meeting start time from 5:30 pm to 6:30 pm.

The Commission did not take long to deliberate and by a consensus of those present, expressed a preference for a 6:30 pm start time. They all acknowledged that this later time would better accommodate everyone. Accordingly, the City Attorney was directed to prepare a resolution to change the meeting start time from 5:30 pm to 6:30 pm.

All voted in favor. Passed and carried by a 5 to 0 roll call vote of the City Commission.

Mayor Charlotte Thompson	Yes
Vice Mayor Ronda Cobb	Yes
Commissioner James Gold	Yes
Commissioner Trina Wilborn	Yes
Commissioner Richard Brown, Jr.	Yes

Mayor Thompson asked the City Attorney to prepare a Resolution with the change of time for future commission meetings. The meeting of March 24, 2026 will be at 5:30 pm-future meetings (commencing April 14, 2026) will start at 6:30 pm.

\*\*\*Mayor Thompson requested the Commission’s support for an initiative she would like to launch in recognition of Women’s History Month. She proposed hosting a Women’s Empowerment Luncheon in Florida City toward the end of the month, with the goal of creating a positive and welcoming space for community engagement. The event would bring together local business owner, homeowners, community organizers, emerging leaders and residents interested in connecting, networking, and strengthening support systems within the community.

Mayor Thompson expressed her hope that this luncheon would serve as a starting point for more consistent community engagement through future events and partnerships that highlight resources, opportunities and leadership development. Following the luncheon, the Mayor stated her intention to return to the Commission with a proposed resolution to establish a Commission on Women Committee, with members appointed by the City Commission, to help sustain momentum and strengthen the connection between the City and the community.

At this time the Mayor requested the Commission's support to move forward with planning the luncheon and noted that she would return with additional details for the Commission's awareness and any approvals that may be required.

The Commission voiced their support for the Mayor's initiative emphasizing that when women are empowered and supported, they serve as catalysts for meaningful, positive change- strengthening families, uplifting communities, fostering leadership and contributing to economic and special growth throughout the City.

Mayor Charlotte Thompson	Yes
Vice Mayor Ronda Cobb	Yes
Commissioner James Gold	Yes
Commissioner Trina Wilborn	Yes
Commissioner Richard Brown, Jr.	Yes

## 15) **REPORTS OF CITY MANAGER/CITY ATTORNEY/CITY CLERK**

\*\*\* City Manager, Dr. James Poag noted that appointments to the Building and Zoning Board will need to be made, with each Commissioner identifying their respective appointees. Commissioner Wilborn inquired about the process following candidate interviews and asked where the information would be submitted.

The City Manager voiced that all information should be forwarded to the Cindy Lyle of the Building and Zoning department.

In the interim, the City Manager recommended maintaining the current board membership until new appointments are finalized.

A Motion was made by Commissioner Brown to retain the existing members for the time being. Seconded by Vice Mayor Cobb.

During the discussion, it was clarified that there is currently one vacant seat on the Board and not two as initially questioned.

The City Manager also advised that additional updates will be brought before the Mayor and City Commission regarding various holiday events, allowing for appropriate budget allocations for each event. He also referenced ongoing upgrades and improvements, particularly related to lighting.

Dr. Poag continued the discussion on lighting improvements noting that the City met with FP& L and provided a comprehensive list of inoperable lights throughout the City. FP& L is working to prioritize repairs over the next few weeks with particular attention to key areas including NW 3<sup>rd</sup> Street. This item was also referenced during public comments by Ms. Antonia Asberry of 935 NW 3<sup>rd</sup> Lane.

CRA (Community Redevelopment Agency) will be coordinating a workshop to discuss current and upcoming projects. Regarding sanitation services, Waste Management services have increased, and the potholes caused by the clamp trucks have all been taken care of.

Public Works and Code Enforcement are working collaboratively to remove illegal signs posted along the Right-Of-Way with increased monitoring and enforcement measures in place.

The City Manager also introduced the City's new IT Manager to the audience.

Mayor Thompson emphasized that improving street lighting in Florida City remains a top priority and is an issue she is particularly passionate about.

## 16) **ADJOURNMENT**

There being no further business to discuss before this body, the meeting adjourned without objection at 6:22 p.m.

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CHARLOTTE THOMPSON, MAYOR

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JENNIFER A. EVELYN, CITY CLERK

**ORIGINAL SIGNED BY MAYOR AND CITY CLERK**



**Community Development Department**

**STAFF REPORT**

**DATE:** March 16, 2026

**TO:** Mayor and City Commissioners

**FROM:** Henry Iler, AICP, City Planner

**RE:** Interlocal Agreement with Miami-Dade County for Annexation Area "J"

**Background**

In 2021, the City filed an application with Miami-Dade County for the annexation of 407 acres of unincorporated County land west of Tower Road (SW 192<sup>nd</sup> Avenue) and north of West Palm Drive (SW 344<sup>th</sup> Street). A map is attached. The application consisted of a report containing data and other information required by County Code. The report highlighted the primary benefits and other impacts benefits for the annexation as described below.

- City Police Headquarters is 1 mile away for Area "J"; nearest County station is 15 miles distant.
- Florida City has 16 acres of existing and planned parks within 1 mile of the Area; no County parks near the Area.
- City administration and building departments are 1 mile away; similar County services are 15-30 miles away.
- With annexation, the County will save \$215,800 per year in service costs now provided to Area "J".
- City's annexation application is fully consistent with all Miami-Dade County Code requirements and conditions for annexations.

The application has been in the County review process for over 4 years and in that time has been approved by the County Planning Advisory Board, 3 County Commission committees and tentatively by the County Commission itself. At the last County Commission meeting where the annexation application was heard in 2025, they directed the County Attorney to prepare an Interlocal Agreement between the County and City, and send it to the City for approval. The City received it this week. If the City Commission approves the Agreement at the upcoming meeting, it will be sent back to County staff and a resolution for final County approval will be placed on a future County Commission agenda.

### **Annexation**

Annexation of land by cities is a well-established process in Florida whereby a city can expand its boundaries by including land previously under the jurisdiction of a county. In Miami-Dade County, annexations require County Commission approval. When land is annexed by a city, the property is then under the control of the city to dictate land use and zoning, regulate building development, install infrastructure, and collect property taxes. Residents in the annexed area can vote in City elections.

### **Area "J"**

The Area is comprised of 96 individual land parcels and has 83 registered voters. Agriculture is the primary land use covering 71% of the area. Large lot single family homes comprise 12% of the area. Current zoning for 65% of the Area in the County's EU-M District (1/2 acre lots) and 35% has agricultural zoning. The western boundary of Area "J" is concurrent with the County's Urban Development Boundary (UDB) which is the line that limits western urban development expansion throughout Miami-Dade County.

The total size of Florida City today is 4,237 acres; this annexation would increase the City's area by 9.6%. The taxable value of all properties in Area "J" is \$15.6 million. Using the City's current tax rate of 6.43 mills, this would produce annual property taxes to Florida City from the Area of \$100,300. Since the City's property tax rate is higher than the County's unincorporated rate, County staff estimated the average Area "J" property owner would see a \$706 annual increase in property taxes with annexation.

### **Interlocal Agreement**

The proposed Interlocal Agreement is attached to the accompanying resolution. It addresses all aspects of public land transfers as summarized below.

- County retains right to collect utility taxes from Area "J" properties.
- City agrees to make one-time payment of \$1,716 remaining on Area stormwater debt.
- City agrees to execute a separate cost-sharing agreement with the County to cover maintenance of the drainage system including canals.
- County retains right to continue to collect and dispose of all residential waste from the area.
- County transfers jurisdiction to the City for all roads except SW 197<sup>th</sup> Avenue, SW 192<sup>nd</sup> Avenue, SW 344<sup>th</sup> Street, SW 328<sup>th</sup> Street, SW 194<sup>th</sup> Avenue and SW 336<sup>th</sup> Street.
- Properties in Area "J" will remain within the Miami-Dade Fire Rescue District and Miami-Dade County Library District.

- County retains regulatory jurisdiction over three (3) "Areas of Countywide Significance". These are: Wellfield Protection Area for the Florida Keys Aqueduct Authority Wellfield, Rock Pit #39 Preserve, and a designated "Natural Forest Community". These sites are shown in Exhibits B-D to the Agreement.

### **Recommendation**

Staff have reviewed the proposed Interlocal Agreement and recommends approval. This annexation has a number of benefits for Florida City as noted below.

- + The City has an estimated 450 acres of land left for future planned residential development; this annexation will increase that amount by 90%.
- + Area is essentially undeveloped with strong potential for future property value growth. A large residential project is under construction in Area "J" today, attesting to the growth potential.
- + Pursuant to a County covenant, the widening of West Palm Drive from 6<sup>th</sup> Avenue to Tower Road to 4 lanes must be completed prior to construction of 225 dwelling units in Area "J".
- + City property tax revenues from Area "J" would be an estimated \$100,300 in the 1<sup>st</sup> year.
- + Once several development projects in the Area are completed, revenues from the Area will start to substantially exceed service costs and the excess revenues can be used for other City needs.

Area "J" is the last largely vacant unincorporated area available to the City for expansion. On all sides, Florida City is blocked either by adjacent municipal boundaries, wetlands and/or the County's Urban Development Boundary. The City needs additional developable land to grow and expand. Property owners and local developers have expressed interest in building single family homes, parks and townhomes in the Area which bodes well for future tax base growth. City costs for infrastructure and services such as for local roads, drainage system, police should be more than offset by future revenues from planned development.

Thank you



**RESOLUTION NO. 26-21**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MAIMI-DADE COUNTY AND THE CITY OF FLORIDA CITY RELATING TO THE ANNEXATION OF AREA "J" COMPRISING 406.9 ACRES; PROVIDING FOR TRANSMITTAL TO MIAMI-DADE COUNTY; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City Commission is charged, under State Law, the Miami-Dade County Charter and the Florida City Charter, with the regulation of development and protection of the City's health, safety and general welfare; and

**WHEREAS**, in August 2021 the City submitted an application to Miami-Dade County requesting approval of the annexation of Area "J" consisting of 406.9 acres and lying west of Tower Road (SW 192<sup>nd</sup> Avenue) and West Palm Drive (SW 344<sup>th</sup> Street);

**WHEREAS**, the City's application has received the approval of the County Planning Advisory Board and several Commission Committees, and preliminary approval of the Board of County Commissioners; and

**WHEREAS**, Miami-Dade County staff has prepared and sent to the City a proposed Interlocal Agreement, consisting of 11 pages and attached as Exhibit A, which contains the conditions and understandings relating to the annexation between Miami-Dade County and Florida City; and

**WHEREAS**, City staff have reviewed the Agreement and recommend approval; and

**WHEREAS**, the City Commission, after considering the staff report and public comments, finds that the subject Interlocal Agreement is in the best interest of the City of Florida City.

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

**Section 1.** The "whereas" clauses are hereby incorporated as true and correct, as the findings of fact and conclusions of law of the City Commission.

**Section 2.** The "Interlocal Agreement, attached as Exhibit A, between Miami-Dade County and the City of Florida City" relating to the of Annexation Area 'J' is hereby approved for execution by the City Manager.

**Section 3.** A certified copy of this Resolution will be transmitted to Miami-Dade County with the executed Interlocal Agreement.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Florida City, Florida this \_\_\_\_\_ day of March, 2026.

\_\_\_\_\_  
Charlotte Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Evelyn, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Regine Monestime, City Attorney

Offered by: \_\_\_\_\_

Motion to adopt by \_\_\_\_\_ seconded by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**

Mayor Charlotte Thompson \_\_\_\_\_

Vice Mayor Rhonda Cobb \_\_\_\_\_

Commissioner James Gold \_\_\_\_\_

Commissioner Richard Brown, Jr. \_\_\_\_\_

Commissioner Trina Wilborn \_\_\_\_\_

**EXHIBIT A**

**Interlocal Agreement Between Miami-Dade County and the City of Florida  
City for Annexation Area "J"**

(11 pages & 4 exhibits)

**Interlocal Agreement  
Florida City Area J Annexation**

This Interlocal Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Miami-Dade County, Florida ("County") and the City of Florida City ("City"), a Florida municipal corporation and shall become effective and enforceable on the Effective Date (as such term is defined below).

**WITNESSETH**

**WHEREAS**, section 6.04 of the Home Rule Charter for Miami-Dade County authorizes the County to approve changes to municipal boundaries; and

**WHEREAS**, the City desires to change its boundary to include and annex the tracts of land currently part of the Unincorporated Municipal Service Area (UMSA), as described in the accompanying ordinance, and as outlined in the attached map and which is more particularly described in Exhibit A attached hereto and made a part hereof, which is also referred to as Area J (the "Annexed Property"), and in the event of any inconsistency between the boundaries of the annexation area described in Exhibit A and the legal description in the ordinance, the boundaries of the annexation area as described by the legal description in the accompanying ordinance shall prevail; and

**WHEREAS**, the City hereby represents to the County that it affirms and agrees with the terms of this Agreement, including but not limited to, the requirements that the City make certain payments to the County related to stormwater debt service, and the City's obligations related to solid waste collection and disposal, the Miami-Dade Fire Rescue District, and the Miami-Dade Library District, and the City further represents that it desires to, and will remain in the Miami-Dade Fire Rescue District and the Miami-Dade Library District, in perpetuity; and

**WHEREAS**, these representations by the City are made in conjunction with, and as part of the consideration of, the City's annexation application for the Annexed Property; and

**WHEREAS**, all of these representations by the City are material to the County's consideration of the City's annexation application, and the County has relied upon those representations in exercising its discretion to permit the annexation of the Annexed Property; and

**WHEREAS**, to memorialize those representations and to provide for points of compromise and other matters, the County and the City wish to enter into this Agreement; and

**WHEREAS**, pursuant to this Agreement, the City will assume certain municipal-type services once the annexation has been approved, together with certain functions, responsibilities, and obligations, and the County will retain certain services, functions, responsibilities, rights, and obligations, as set forth herein,

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

- A. The above recitals are incorporated as if fully set forth herein.**
- B. Utility Taxes.**

Pursuant to current applicable law and Chapter 20 of the Code of Miami-Dade County, Florida ("County Code"), the County shall continue to receive and retain the utility tax

revenues generated from the Annexed Property in perpetuity.

**C. Stormwater Utility Bond Debt Service.**

The City agrees to make a one-time payment to the County in the amount of \$1,716.00 for the remaining stormwater utility debt service payments for the Annexed Property, calculated at \$429 per year for four years, for Fiscal Year 2026 through Fiscal Year 2029. The City will make the one-time debt service payment of \$1,716.00 within 30 days of the date that this Agreement is fully executed.

**D. Stormwater Management.**

The City shall execute or modify a cost-share interlocal agreement with the County for canal and/or drainage system maintenance activities to cover expenditure cost-share for the Annexed Property, and the City agrees to reimburse the County for canal and drainage system maintenance activities which relate to the City. All canal right-of-way, easement, reservation, and similar interests owned or otherwise controlled by Miami-Dade County shall remain with the County and are not being conveyed to the City, and nothing in this Agreement shall be interpreted or deemed to convey to the City any canal right-of way, easement, reservation, or similar interests owned by Miami-Dade County. Additionally, the City shall execute or modify an NPDES interlocal agreement with the County to satisfy the requirements of the joint NPDES Permit No. FLS000003.

**E. Solid Waste Disposal.**

Pursuant to Section 20-8.4 of the Code of Miami-Dade County, the County shall forever continue to collect and dispose of all residential waste within the Annexed Property in the same manner as though such Annexed Property remained part of the unincorporated areas of the County, unless the authority to collect such waste is delegated by the County to the governing body of the City through a 20-year interlocal agreement that provides for the collection services, and a 20-year interlocal agreement that provides for disposal services in substantially the form approved by Resolution No. R-1198-95, as amended by Resolution No. R-167-13.

Nothing in this Agreement shall be interpreted or deemed to require the County to delegate to the City the authority to collect or dispose of such waste.

In the event that the County delegates the authority to collect and dispose of such waste and the City contracts with a private waste hauler to collect residential waste within the Annexed Property, the private hauler will be obligated to comply with all obligations of such 20-year interlocal agreements, including, but not limited to, the requirements to deliver residential waste to the County's solid waste system facilities and pay the Disposal Facility Fee to the County in accordance with Section 15-25.2 of the Code of Miami-Dade County, and the City shall include these requirements in its contract with its private waste hauler.

**F. Transfer of Certain Public Roads**

1. Certain public roads that are currently maintained by and under the jurisdiction of the County are within the Annexed Property (hereinafter referred to as "Road Segments" except that the Exempt Roads (as such term is defined below) shall not be included in the definition of "Road Segments") and, pursuant to Section

335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual agreement of the County and the City. In addition, Section 337.29(3), Florida Statutes, provides that title to roads transferred pursuant to Section 335.0415, Florida Statutes, shall be in the government entity to which such roads have been transferred upon the recording of a deed or right-of-way map in the public records.

2. In accordance with paragraph 1 of this section F above, upon the Effective Date, the County shall transfer the jurisdiction, ownership, and control of the Road Segments to the City; provided, however, that the County is not transferring, and shall retain: (a) ownership of, control of and traffic engineering functions for the Exempt Roads (as such term is defined below) and such Exempt Roads shall not be included in the definition of "Road Segments"; and (b) all traffic engineering functions for all of the Road Segments and other matters referenced herein Section F. The City agrees to accept ownership, jurisdiction and control of the Road Segments to the City in accordance with the terms and conditions set forth herein. The City shall have no ownership, jurisdiction or control of the Exempt Roads. In addition to all traffic engineering functions and other matters referenced herein in Section F, the County will retain ownership, jurisdiction, and control of the following roads (which are hereafter referred to as the "Exempt Roads") as listed below:

- SW 197 Avenue (theoretical) from SW 344 Street to SW 328 Street
- SW 192 Avenue from SW 344 Street to SW 328 Street
- SW 344 Street from SW 199 Avenue to SW 192 Avenue
- SW 328 Street (theoretical) from SW 197 Avenue to SW 192 Avenue
- East of centerline SW 194 Avenue from SW 336 Street to south centerline of SW 338 Street
- SW 336 Street from SW 194 Avenue to SW 192 Avenue

3. The right and responsibility of all traffic engineering matters to regulate traffic and determine appropriate measures and install, maintain, modify or remove traffic control devices such as traffic signals, signs, and pavement markings, roundabouts or other traffic-calming devices within the Annexed Property, including but not limited to the Road Segments, remains with the County. In addition, the County shall retain control over all road closures. Nothing herein diminishes the County's jurisdiction over all traffic engineering matters within the County, including within municipalities, except for State Road rights-of-way. The County has the authority to set the hours and days that construction by any County department or agency shall take place in, or on, any public street, with prior written notice to the City. The rights and responsibility to issue permits or collect fees for construction, including utility work, within the public rights-of-way of all Road Segments are expressly transferred to the City by this Agreement, except those associated with traffic engineering. The City agrees that it shall not levy any fee or require a permit from any County department, agency or instrumentality for work within, beneath, or upon the Road Segments. The City agrees to accept all legal rights, responsibilities and obligations with respect to the Road Segments, including, but not limited to, the operation, maintenance, planning, design, and construction of the Road Segments except for the traffic engineering.

4. As limited by Section 768.28, Florida Statutes the County shall remain responsible for any tort liability for any actions arising out of the County's operation and maintenance of the Road Segments prior to and up to the effective date of the transfer of such roadways. Following the effective date of the transfer of such roadways, the City shall be responsible and, as between the County and the City, shall have tort liability for the Road Segments, including all operations and maintenance thereof. Except as otherwise provided herein, the City and the County agree that this Agreement contains no indemnification or hold harmless agreement or provisions concerning any claims, demands, damages and causes of action that may be brought against either party by third parties relating to the Road Segments. The City and the County shall each individually defend any action or proceedings brought against their respective agencies by third parties relating to the Road Segments and shall be individually responsible for all of their respective costs, attorney's fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof.
5. If requested by the City, the County shall provide the City with the County's available Engineering Division's Section Maps, which generally depict the rights-of-way, inclusive of the Road Segments.
6. Upon the Effective Date, the County Mayor and City Mayor or their respective designees shall determine a mutually agreeable date for the recordation and transfer of the Road Segments after the Effective Date.
7. If requested by the City, the County shall provide the City with a list of completed roadway/sidewalk/stripping projects for the Road Segments and, if requested by the City, access to any plans, specifications, drawings, and permits for such projects within the possession of the County's Department of Transportation and Public Works.

**G. Notice.**

Whenever one of the parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following for the purpose of giving notice:

**For the COUNTY:**

Daniella Levine Cava County Mayor  
Mayor's Office  
Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128  
Telephone: (305) 375-5311

With a Copy to:  
OMB Director

Office of Management and Budget  
Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street, Suite 2210  
Miami, FL 33128  
Telephone: (305) 375-5143

**For the City:**  
Dr. James A. Poag  
City Manager  
404 West Palm Drive  
Florida City, FL 33034  
Telephone: (305) 247-8221

**H. Areas and Facilities of Countywide Significance.**

Section 20-8.6 of the Code of Miami-Dade County governs Areas and Facilities of Countywide Significance. The Annexed Property includes Areas or Facilities of Countywide Significance that have been designated as such by the Board of County Commissioners pursuant to Chapter 20 of the Code of Miami-Dade County. As such, the County shall retain regulatory jurisdiction, as provided in section 20-8.6 of the Code of Miami-Dade County, over the following areas/facilities within the Annexed Property.

1. The entire area shown on Exhibit B, which includes the Basic Wellfield Protection Area of the Florida Keys Aqueduct Authority Wellfield, as stated in Resolution No. R-1532-84
2. Rock Pit #39 Preserve (folio 30-7823-002-0010), located on the southwest corner of SW 336<sup>th</sup> Street and SW 192<sup>nd</sup> Avenue, as shown in the boundary survey attached as Exhibit C.
3. The entire area shown on Exhibit D, which includes the designated Natural Forest Community lying between SW 197<sup>th</sup> Avenue and SW 192<sup>nd</sup> Avenue to the west and east and SW 332<sup>nd</sup> Street and SW 336<sup>th</sup> Street to the north and south

Such regulatory jurisdiction to be retained by the County over the above-referenced areas/facilities includes, but is not limited to, jurisdiction over building permits, zoning, comprehensive development master plan, and platting.

**I. Department of Regulatory and Economic Resources.**

The following provisions relate to building permits applications received prior to the Effective Date, including enforcement of and compliance with said building permits, within the Annexed Property, except, however, this Section I is not applicable with respect to those properties over which the County is retaining regulatory jurisdiction.

The provisions of this Section I may be exercised in the discretion of the County, and notwithstanding any provision herein to the contrary, nothing in this Section I shall be construed to require the County to exercise any authority or power over building permits within the Annexed Property. As part of the County's exercise of such discretion pursuant to this Section I, the County may request that the City provide documentation or other information, including, for example, a written determination that an application is compliance with all applicable City zoning regulations. If the County, in its sole discretion, elects not to continue to process and/or issue one or more building permits for the Annexed Property after the Effective Date, the County may transfer the respective permit application

to the City, if such transfer is possible, or may deny the respective permit application, or take other such action as may be appropriate, all in the County's sole discretion.

1. Permitting.

The Miami-Dade Department of Regulatory and Economic Resources, hereinafter "RER", may, in its discretion, process and issue building permits for all applications received prior to the Effective Date for new construction, alterations, repairs or demolitions on real property within the boundaries of the Annexed Property. RER may, in its discretion, process and issue all subsidiary building permits associated with a master permit issued or applied for prior to the Effective Date of the annexation as provided for above to ensure completion of a project. For the purposes of this Agreement, a master permit is defined as the primary building permit issued by the Building Official which enables the permit holder to commence construction, alteration, repair, installation, or demolition work. A subsidiary permit is any ancillary permit required under the Building Code to complete a project commenced under a master building permit as determined by the Building Official. A subsidiary permit may be in the same or a different trade as the master permit. RER's services contemplated by this paragraph may include the performance of all required inspections, plan review, and the issuance of the applicable Certificate of Occupancy and/or Certificate of Completion.

2. Permit Records and Reports.

- a. Within sixty (60) days after the Effective Date, RER shall deliver to the City a written report listing each active master building permit and subsidiary building permit issued within the boundaries the Annexed Property. This report shall include the address of the property, the permit numbers, description of permit type, and the dates the permits were issued and the last inspection date and type for the open permits. This report shall be updated monthly until all of the open permits are finalized.
- b. RER shall maintain all other records related to Construction Permitting and Building Code Division services performed by RER within the Annexed Property boundaries in accordance with its current practice for the unincorporated area as required by law. Copies of such records may be obtained from RER upon request of the City at the cost specified for the reproduction of documents contained in the RER's fee schedule.

3. Compensation

RER shall retain all building permit fees, penalties, and other fees and charges collected by RER for any application filed, or permits issued, prior to the City assuming building services. RER shall retain all building permit fees for any required subsidiary permits issued by the RER pursuant to the provisions of the initial paragraph of this section, regardless of the date of issue.

4. Expired Permits.

RER shall provide a report, within 30 days of the Effective Date, to the City listing any building permit for work within boundaries of the Annexed Property that expired prior to the City's assumption of building services. The list shall include the permit number, job address, description of permit type and last inspection date and type. Each month thereafter within 15 days after the end of each month, RER will provide the City with an updated report listing any building permits that expired within the previous calendar month until such time as all permits within the Annexed

Property are finalized. Copies of any available permit application, plans, files or other documents related to an expired building permit may be obtained from RER upon written request of the City at the cost specified for the reproduction of documents contained in RER's fee schedule. After the Effective Date, the City shall be responsible for enforcement actions relating to any expired building permit reported to the City by the Construction Permitting and Building Code Division. It is in the complete and sole discretion of the City to engage in any enforcement action relating to any such expired permit.

For permits issued under the South Florida Building Code, an expired permit is any permit issued by the Construction Permitting and Building Code Division which lacks a final inspection approval from the Building Department and/or lacks compliance with the laws, rules or regulations of any other County, State or Federal regulatory authority having jurisdiction and has not had an inspection within 180 days of the date of issuance or from the date of the last inspection under the permit. For permits issued under the Florida Building Code, an expired permit is any building permit issued by the Construction Permitting and Building Code Division which lacks a final inspection approval from the Construction Permitting and Building Code Division and/or lacks compliance with the laws, rules or regulations of any other County, State or Federal regulatory authority having jurisdiction which has not had an approved inspection within 180 days of the date of the issuance of the permit or within 180 days of the date of the last approved inspection made by RER. Regulatory authorities having jurisdiction include, but are not limited to, the following: Miami-Dade Fire Rescue, Miami-Dade Department of Regulatory and Economic Resources, Miami-Dade Public Works and Solid Waste Department, Miami-Dade Water and Sewer Department, Florida Department of Health and Rehabilitative Services, United States Army Corps of Engineers, State Fire Marshal, Miami-Dade County Public Schools and Miami-Dade Transit.

#### 5. RER Authority/Responsibility

RER in its performance of the services set forth in this Agreement is authorized and designated to continue to act on behalf of the City as the City's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until the City assumes responsibility on the Effective Date. The City will assume responsibility for processing any permit applications submitted on or after the Effective Date, with the exception of certain subsidiary permits, as discussed in paragraph 1 of this section I, performing inspections on any permits issued by the City and proceeding with enforcement on expired permits and all cases transferred by the County in accordance with the terms of this Agreement. Under this Agreement, as of the Effective Date, with respect to building permits, the County will only retain authority, which the County may elect to exercise in its sole discretion, to process applications and issue permits submitted prior to the municipal service assumption date or the date agreed to transfer services and subsidiary permits tied to master permits issued by the County, and perform all inspections for the master and subsidiary permits issued by the County until the issuance of the Certificate of Completion, Certificate of Occupancy, or expiration of the permit.

#### 6. Enforcement.

Until the Effective Date, RER may, in its discretion, continue, either directly or through contractors, with any Building Code enforcement case initiated as a result of the receipt of a complaint or opening of a case file prior to the annexation approval date. Such cases include code enforcement for building permit violations, unsafe

structures, and working without permits. As of the Effective Date, RER shall close all active enforcement cases and provide the City with a list of the closed cases. RER shall be entitled to retain all fines, fees, costs and penalties resulting from the investigation and pursuit of any enforcement action initiated under this section above for the cases closed by RER. This includes the payment of any lien filed or amount paid in satisfaction of a court judgment. In the event a Building Code enforcement case is turned over to the City for completion of any enforcement action, RER shall be entitled to collect any fines, fees, or penalties owed to RER as of the date the case is turned over to the City. The City shall negotiate on a case-by-case basis with RER on any share that it may be entitled to. In addition, RER shall be entitled to collect all enforcement fees and costs accrued in the matter of any unsafe structures enforcement case that is closed by RER after the Effective Date. If the unsafe structures enforcement case is turned over to the City, then RER shall only be entitled to recover those fees and costs which have accrued up to the date the case is transferred to the City.

Notwithstanding the authorities and duties provided for in this Agreement, the Building Official for Miami-Dade County and for the City may opt to enter into a separate agreement for the County's completion of specified enforcement cases that may have been commenced by the County and are near completion, all in the interest of efficiency, cost savings and protecting the public safety. Until the execution of such agreement, all enforcement authority and responsibility shall remain with the City. Such agreement shall contain a specific identification of cases to be completed by the County, shall provide for the allocation of fees and costs relating to those cases, and shall be executed by the County Mayor or her designee and the City Mayor not later than sixty (60) days following the Effective Date.

**J. Restrictive Covenants**

Pursuant to Section 20-8.8, Code of Miami-Dade County, Miami-Dade County shall retain jurisdiction over the modification or deletion of declarations of restrictive covenants accepted by either the Board of County Commissioners or a Miami-Dade County Community Zoning Appeals Board in connection with a Comprehensive Development Master Plan application or zoning application, regardless of whether such declaration provides for modification or deletion by a successor governmental body.

It is provided, however, that the Board of County Commissioners may not exercise such jurisdiction unless the City has first approved the modification or deletion. This provision, however, shall not apply to those properties over which the County is retaining regulatory jurisdiction.

**K. Fire Rescue District.**

The Annexed Property shall remain within the Miami-Dade Fire Rescue District in perpetuity.

**L. Public Safety.**

Jurisdiction for municipal police services in the Annexed Property is hereby assumed by the City commencing on the Effective Date. The City is urged to notify and coordinate with the Miami-Dade Sheriff's Office regarding the provision of police services

within the Annexed Property

**M. Library District.**

The Annexed Property shall remain within the Miami-Dade County Library District in perpetuity.

**N. Representations by the City and the County and Authority to Enter into Agreement.**

The City has represented that it will enter into this Agreement providing for, among other things, the City to forever remain in the Miami-Dade Fire Rescue District and the Miami-Dade Library District, and the County has relied upon such representations in exercising its discretion to approve the annexation. In addition, each party acknowledges that this Agreement has been duly approved and executed by its governing body based on the representations referenced above, and that each party has the required power and authority to enter into and perform the obligations hereunder.

**O. Invalidation of Provisions, Severability**

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, or prohibited by applicable law, then such provision shall be severed to the extent of such prohibition or invalidity, and the remaining provisions of this Agreement shall remain in full force and effect. The City hereby acknowledges and agrees, however, that if any provision of this Agreement is severed, the County may, in its sole discretion, effectuate a future boundary change to remove the Annexed Property from the boundaries of the City and make it part of the unincorporated area again. Upon the effectuation of any such future boundary change, the remaining provisions of this Agreement shall be deemed automatically terminated, void, and of no further force and effect. These remedies are non-exclusive and shall be in addition to any other available remedies.

**P. Governing Law and Venue**

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida, including, but not limited to, the Miami-Dade County Home Rule Charter. Venue for any litigation for any controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

**Q. Entirety of Agreement**

Except with respect to the other interlocal agreements referenced herein, the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or

effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

**R. Headings**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

**S. Rights of Others**

Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

**T. Existing Agreements**

Any and all existing interlocal agreements between the County or any of its departments of agencies (such as but not limited to RER, Miami-Dade County Stormwater Utility, Transportation and Public Works, Water and Sewer, Miami-Dade Police Department, etc.) and the City shall remain in full force and effect and shall not be altered, changed, modified, amended, or terminated as a result of this agreement unless specified herein. It is provided, however, that where this Agreement is inconsistent with any such prior Agreement, the terms of this Agreement shall supersede and control.

**U. Effective Date and Term**

The term "Effective Date" as used herein shall mean the effective date of the annexation. The annexation shall not be effective before this Agreement has been fully and properly executed. The Effective Date shall be the later of the occurrence of the following: (1) ten days after the Board of County Commissioners approves the ordinance accomplishing the annexation, unless vetoed by the Mayor, and if vetoed, only upon an override by the Board of County Commissioners; (2) the date upon which this Agreement has been fully and properly executed by both the County and the City; and (3) if an election in the Annexed Property is required, the date after the election results are certified. The provisions of this Agreement shall be in full force and effect commencing on the Effective Date and shall continue in perpetuity.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective and duly authorized representatives.

Attest:

CITY OF FLORIDA CITY, FLORIDA

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

Jennifer Evelyn, City Clerk

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

Dr. James A. Poag, City Manager

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

Approved for legal sufficiency and form:

\_\_\_\_\_  
Regine Monestime, City Attorney

Attest:

MIAMI-DADE COUNTY, FLORIDA

Juan Fernandez-Barquin  
Clerk of the Court and Comptroller

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

Deputy Clerk

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

Mayor Daniella Levine Cava or designee

Approved for legal sufficiency and form:

\_\_\_\_\_  
County Attorney

### **Annexation**

Annexation of land by cities is a well-established process in Florida whereby a city can expand its boundaries by including land previously under the jurisdiction of a county. In Miami-Dade County, annexations require County Commission approval. When land is annexed by a city, the property is then under the control of the city to dictate land use and zoning, regulate building development, install infrastructure, and collect property taxes. Residents in the annexed area can vote in City elections.

### **Area "J"**

The Area is comprised of 96 individual land parcels and has 83 registered voters. Agriculture is the primary land use covering 71% of the area. Large lot single family homes comprise 12% of the area. Current zoning for 65% of the Area in the County's EU-M District (1/2 acre lots) and 35% has agricultural zoning. The western boundary of Area "J" is concurrent with the County's Urban Development Boundary (UDB). The total size of Florida City today is 4,237 acres; this annexation would increase the City's area by 9.6%.

The taxable value of all properties in Area "J" is \$15.6 million (2025). If annexation is approved, County staff estimates it will provide a net revenue gain to the County budget of \$215,800 due to reduced service costs like public safety. Since the City's property tax rate is higher than the County's unincorporated rate, it is also estimated the average Area "J" property owner would see a \$706 annual increase in property taxes with annexation.

### **Interlocal Agreement**

The proposed Interlocal Agreement is attached to the accompanying resolution. It addresses all aspects of public land transfers as summarized below.

- County retains right to collect utility taxes from Area "J" properties.
- City agrees to make one-time payment of \$1,716 remaining on Area stormwater debt.
- City agrees to execute a separate cost-sharing agreement with the County to cover maintenance of the drainage system including canals.
- County retains right to continue to collect and dispose of all residential waste from the area.
- County transfers jurisdiction to the City for all roads except SW 197<sup>th</sup> Avenue, SW 192<sup>nd</sup> Avenue, SW 344<sup>th</sup> Street, SW 328<sup>th</sup> Street, SW 194<sup>th</sup> Avenue and SW 336<sup>th</sup> Street.
- Properties in Area "J" will remain within the Miami-Dade Fire Rescue District and Miami-Dade County Library District.

- County retains regulatory jurisdiction over 3 "Areas of Countywide Significance". These are: Wellfield Protection Area for the Florida Keys Aqueduct Authority Wellfield, Rock Pit #39 Preserve, and a designated "Natural Forest Community". These sites are shown in Exhibits B-D to the Agreement.

**Recommendation**

Staff has reviewed the proposed Interlocal Agreement and recommends approval. Area "J" is the last largely vacant unincorporated area available to the City for expansion. On all sides, Florida City is blocked either by adjacent municipal boundaries, wetlands and/or the County Urban Development Boundary. The City needs additional developable land to grow and expand. Property owners and local developers have expressed interest in building single family homes, parks and townhomes in the Area which bodes well for future tax base growth. City costs for infrastructure and services such as for local roads, drainage system, police should be more than offset by future revenues from planned development.

Thank you

## **EXHIBIT A**

### **FLORIDA CITY ANNEXATION AREA "J"**

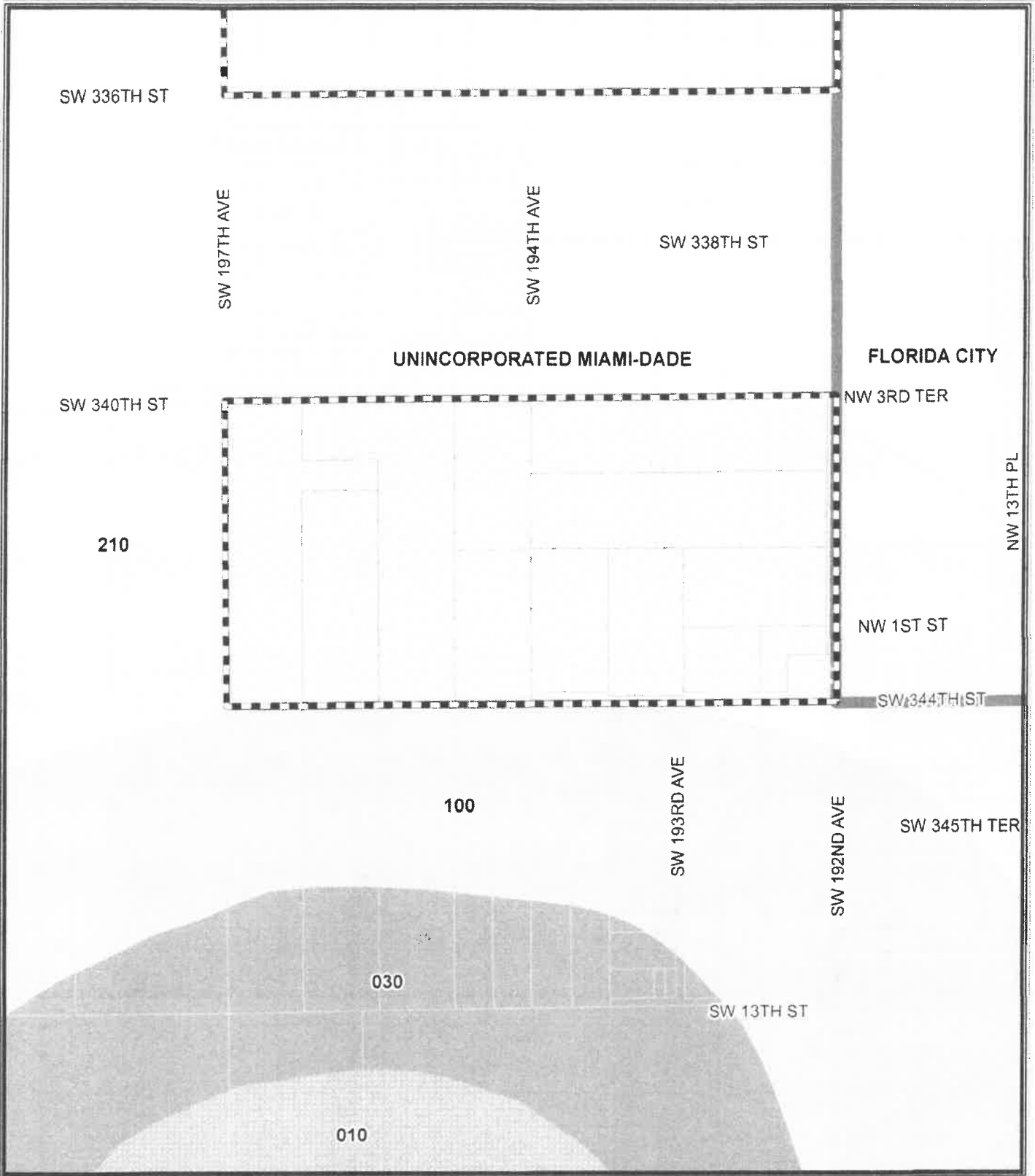
The West 1/2 of Section 23, Township 57 South, Range 38 East, in Miami-Dade County, Florida:

#### **TOGETHER WITH**

The East 1/2 of the Southeast 1/4 of Section 22, Township 57 South, Range 38 East, in Miami-Dade County, Florida.

# EXHIBIT B

## Designated Area or Facility of Countywide Significance



PROPERTY WITHIN THE FK WELLFIELD PROTECTION AREA

EXHIBIT B BOUNDARY OF DESIGNATED AREA OR FACILITY OF COUNTYWIDE SIGNIFICANCE

FLORIDA KEYS AQUEDUCT AUTHORITY (FK)

TRAVEL TIME

- 010
- 030
- 100
- 210

MUNICIPAL BOUNDARY

Source: Department of Regulatory and Economic Resources  
January 2026

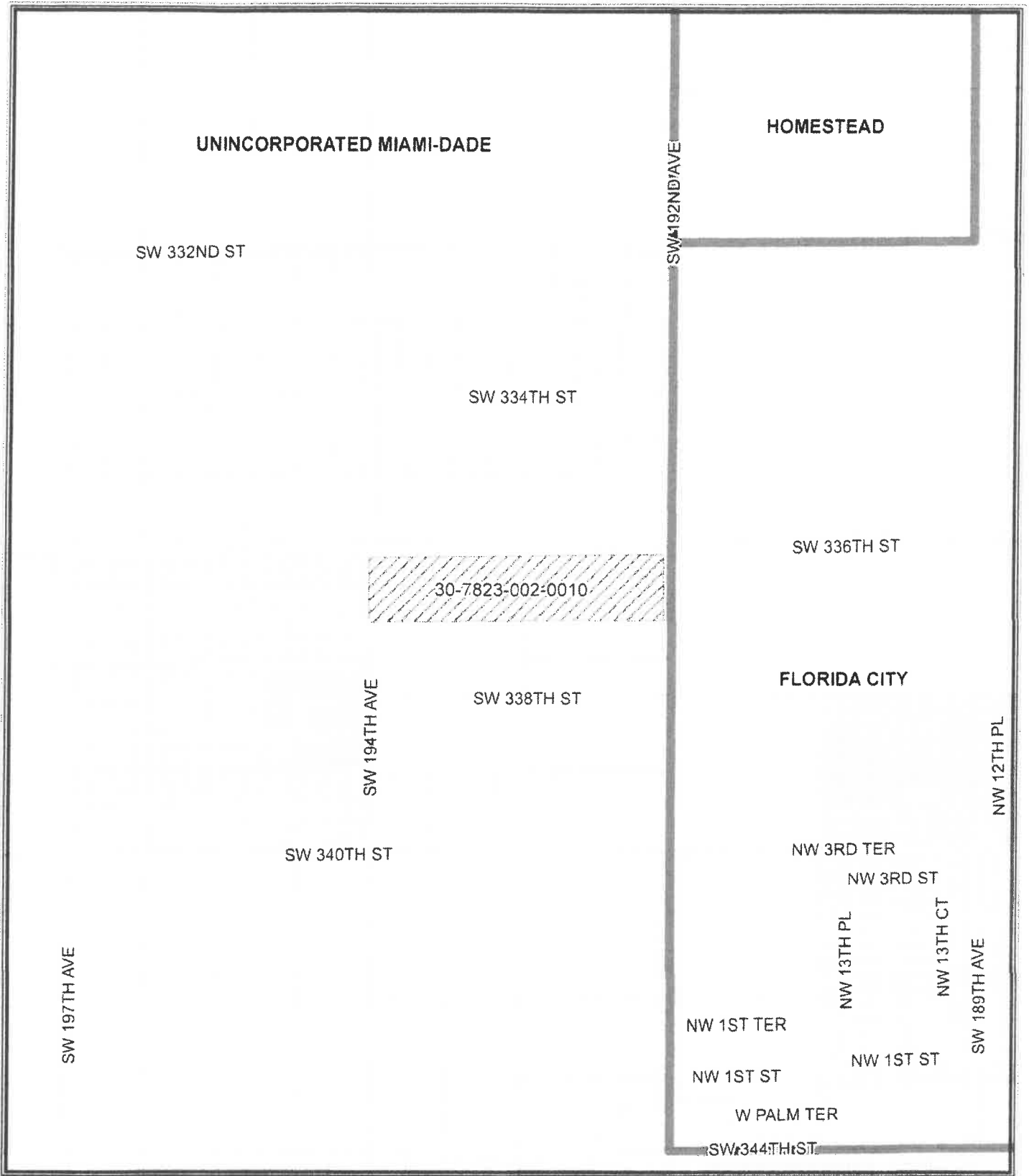


0 Miles 0.2

1:1 = 591 ft

# EXHIBIT C

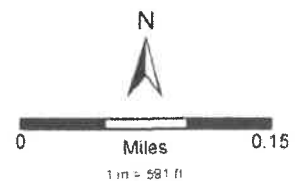
Designated Area or Facility of Countywide Significance  
30-7823-002-0010 Rock Pit #39 Preserve



 ROCK PIT NO. 39 PRESERVE - DESIGNATED AREA OR FACILITY OF COUNTYWIDE SIGNIFICANCE

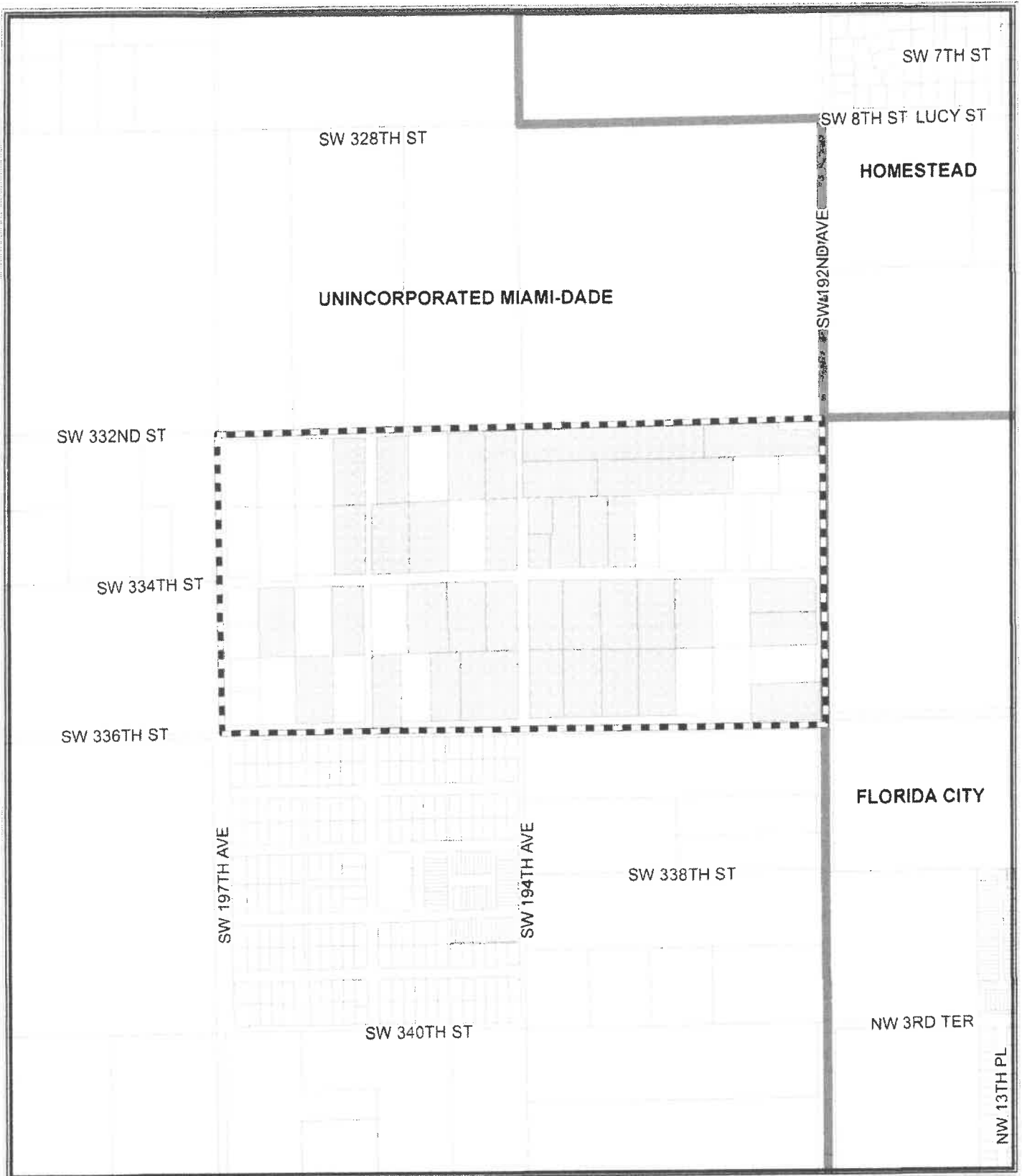
 MUNICIPAL BOUNDARY

Source: Department of Regulatory and Economic Resources  
January 2025






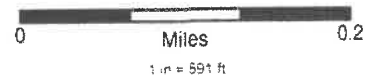
# EXHIBIT D

## Designated Area or Facility of Countywide Significance



Source: Department of Regulatory and Economic Resources  
January 2020

-  NATURAL FOREST COMMUNITY (NFC) DESIGNATED PROPERTY
-  EXHIBIT D BOUNDARY - DESIGNATED AREA OR FACILITY OF COUNTYWIDE SIGNIFICANCE
-  MUNICIPAL BOUNDARY





MEMORANDUM

**TO:** City Manager Dr. James Poag  
Mayor Charlotte Thompson,  
Vice Mayor Ronda Cobb  
Commissioner James Gold  
Commissioner Richard Brown, Jr  
Commissioner Trina Wilborn

**Date:** February 20, 2026

**From:** Chief Pedro Taylor, Jr.,  
City of Florida City Police Department

**Subject:** AUTHORIZATION TO EXPEND GRANT FUNDS – SUBGRANT FOR HIGHWAY TRAFFIC SAFEW FUNDS GRANT - FDOT Contract Number: G3L02- Project Number SC-2026-00128

---

I respectfully request authorization to expend \$40,000.00 from State of Florida Department of Transportation (FDOT), the Subgrant for Highway Traffic Safety Funds Grant awarded to us. The award will be used to improve traffic safety and reduce crashes, serious injuries, and fatalities in the community.

**Program Description:**

The Florida City Speeding and Aggressive Driving Program aims to improve road safety, enhance traffic flow, promote responsible driving behavior, and reduce the risks associated with aggressive driving for the benefit of all road users.

Grant funds will be use to support overtime costs for officers. The Police Department will also perform a series of education initiatives in local schools, Businesses, and Government organizations to raise awareness with speed and traffic related issues. To ensure a reduction in traffic crashes, serious injuries and fatalities, The Florida City Police Department will also participate in any statewide public awareness campaigns sponsored by the state of Florida and by the Florida Department of Transportation safety office.

**Goals & Objectives:**

The goal of the grant award is to improve the road safety and speeding awareness in the community.

**Project History:**

This is the second time the City is receiving the Subgrant for Highway Traffic Safety Funds Grant.

Past participation in speed awareness and enforcement grant programs resulted in measurable outcomes, including:

- Increased compliance with posted speed limits in targeted corridors
- Reduction in speeding-related violations during enforcement periods
- Enhanced public awareness regarding the dangers of excessive speed
- Strengthened collaboration between law enforcement and transportation partners

**RESOLUTION NO: 26-22**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS GRANT IN THE AMOUNT OF \$40,000.00 AWARDED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT NUMBER G3L02, PROJECT NUMBER SC-2026-00128, FOR THE FLORIDA CITY SPEEDING AND AGGRESSIVE DRIVING PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Police Chief of the City of Florida City Police Department (“Police Department”), has requested authorization from the Mayor and City Commission to appropriate and expend funds from the Subgrant for Highway Traffic Safety Funds Grant for Fiscal Year 2025–2026, awarded by the State of Florida Department of Transportation (FDOT), Contract Number G3L02, Project Number SC-2026-00128; and

WHEREAS, the award in the amount of \$40,000.00 is intended to improve traffic safety and reduce crashes, serious injuries, and fatalities in the community through the Florida City Speeding and Aggressive Driving Program, which aims to improve road safety, enhance traffic flow, promote responsible driving behavior, and reduce the risks associated with aggressive driving for the benefit of all road users; and

WHEREAS, the Police Department has determined that the need for the appropriation and expenditure of said grant funds exists, and that such expenditure is in compliance with the requirements and conditions established by the Florida Department of Transportation; and

WHEREAS, the City of Florida City Police Department submits for approval the Subgrant for Highway Traffic Safety Funds Grant FY 2025–2026 Local Solicitation application prior to submitting the certification to the State of Florida Department of Transportation (FDOT); and

WHEREAS, this is the second time the City of Florida City has received the Subgrant for Highway Traffic Safety Funds Grant, with prior participation in speed awareness and enforcement grant programs resulting in measurable outcomes, including increased compliance with posted speed limits in targeted corridors, a reduction in speeding-related violations during enforcement periods, enhanced public awareness regarding the dangers of excessive speed, and strengthened collaboration between law enforcement and transportation partners; and

WHEREAS, this matter was presented at a duly noticed public meeting of the Florida City Commission, at which the public had an opportunity to be heard; and

**RESOLUTION NO: 26-22**

WHEREAS, the grant funds shall be used exclusively to support personnel overtime costs, consistent with Exhibit "A" attached hereto, including: conducting at least one (1) speed and/or aggressive driving high-visibility overtime enforcement operation; conducting or participating in at least three (3) educational and community outreach events to increase speed and/or aggressive driving awareness; and providing speed and/or aggressive driving information and education to the public through message boards, local media outlets, social media, and/or press releases at least three (3) times; and

WHEREAS, the total grant funds available under this subgrant are \$40,000.00, designated entirely for Personnel (Overtime Salary Only), as set forth in Exhibit "A;" and

WHEREAS, the Mayor and Commission find that it's in the City's best interest to adopt this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are hereby adopted and incorporated herein by reference as if fully set forth.

**Section 2.** The Mayor and City Commission hereby authorize the City Manager and the Chief of Police to expend grant funds in the amount of \$40,000.00 from the Subgrant for Highway Traffic Safety Funds Grant, FDOT Contract Number G3L02, Project Number SC-2026-00128, Fiscal Year 2025–2026, in accordance with the budget set forth in Exhibit "A," attached hereto and incorporated herein.

**Section 3.** The City Manager and Chief of Police are hereby authorized to execute any and all documents necessary to effectuate the purposes of this Resolution and to ensure compliance with all applicable FDOT grant requirements.

**Section 4.** This Resolution shall take effect immediately upon adoption.

**RESOLUTION NO: 26-22**

**PASSED AND ADOPTED** by the Mayor and City Commission of the City of Florida City, Florida, at a regular meeting duly held on the **24<sup>th</sup>, day of March 2026.**

\_\_\_\_\_  
Mayor Charlotte Thompson

**ATTEST:**

\_\_\_\_\_  
Jennifer A. Evelyn, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Regine Monestime, City Attorney

Offered by: Mayor

Motion to adopt by \_\_\_\_\_ Second by: \_\_\_\_\_

FINAL VOTE AT ADOPTION

Mayor Charlotte Thompson	_____
Vice Mayor Ronda Cobb	_____
Commissioner James Gold	_____
Commissioner Richard Brown, Jr.	_____
Commissioner Trina Wilborn	_____

**RESOLUTION NO: 26-22**

I, Pedro Taylor, Chief of Police, City of Florida City, do hereby certify that the aforementioned proposed request for expenditures from the City of Florida City 2025-2026 the Subgrant for Highway Traffic Safety Funds Grant providing funds for expenditures as indicated on Exhibit "A".

\_\_\_\_\_  
Pedro Taylor, Jr.,  
Chief of Police  
Florida City Police Department

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

**EXHIBIT “A”**

**SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS GRANT  
FISCAL YEAR 2025–2026**

Subgrant for Highway Traffic Safety Funds Grant . . . . . \$40,000.00  
Personnel (Overtime Salary Only) . . . . . \$40,000.00

**Overtime Includes:**

1. Conduct at least one (1) speed and/or aggressive driving high-visibility overtime enforcement operation.
2. Conduct and/or participate in three (3) educational/community outreach events to increase speed and/or aggressive driving awareness.
3. Provide speed and/or aggressive driving information and education to the public through the use of message boards, local media outlets, social media, and/or press releases at least three (3) times.

**TOTAL FUNDS: \$40,000.00**

**12C)**

## RESOLUTION NO: 26-23

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, AMENDING THE REGULAR MEETING SCHEDULE OF THE CITY COMMISSION TO ESTABLISH 6:30 P.M. AS THE COMMENCEMENT TIME FOR ALL REGULAR COMMISSION MEETINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

---

**WHEREAS**, the City Commission of the City of Florida City, Florida is authorized pursuant to Article II of the City Charter and Chapter 166, Florida Statutes, to establish rules governing the conduct and scheduling of its meetings; and

**WHEREAS**, the City Commission currently convenes its regular meetings at 5:30 pm, a time established by Resolution of the Commission and desires to amend the commencement time to better serve the public and facilitate participation by residents, City staff, and other interested parties; and

**WHEREAS**, the City Commission finds that commencing regular Commission meetings at 6:30 P.M. will promote greater public access, accommodate the schedules of working residents, and enhance the efficiency of City government; and

**WHEREAS**, the City Commission has determined that this change is in the best interest of the City of Florida City and its residents;

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

Section 1. Recitals Incorporated. The foregoing recitals are true and correct and are hereby incorporated herein by reference as if fully set forth.

Section 2. Amendment of Regular Meeting Time. Effective upon adoption of this Resolution, all regular meetings of the City Commission of the City of Florida City shall commence at 6:30 P.M., unless otherwise noticed or rescheduled in accordance with applicable law and the City's rules of procedure. All other provisions governing the conduct, location, notice, and frequency of regular Commission meetings shall remain in full force and effect.

Section 3. Notice and Publication. The City Clerk is hereby directed to provide appropriate public notice of the amended meeting schedule in accordance with the requirements of Chapter 286, Florida Statutes, and to update all City publications, the City website, and other official communications to reflect the new commencement time.

Section 4. Conflicts. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**RESOLUTION NO: 26-23**

Section 5. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Florida City, Florida at a regular meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
CHARLOTTE THOMPSON, Mayor

ATTEST:

\_\_\_\_\_  
JENNIFER A. EVELYN, CITY CLERK

Approved as to form and legal sufficiency:

\_\_\_\_\_  
REGINE MONESTIME, CITY ATTORNEY

Offered By:

Motion to adopt by \_\_\_\_\_ seconded by \_\_\_\_\_

FINAL VOTE AT ADOPTION

Mayor Charlotte Thompson	_____
Vice Mayor Ronda Cobb	_____
Commissioner James Gold	_____
Commissioner Richard Brown, Jr.	_____
Commissioner Trina Wilborn	_____

**12D)**

**RESOLUTION No. 26-24**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FLORIDA CITY AND THE SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the South Florida Police Benevolent Association (“PBA”) represents a bargaining unit consisting of the City of Florida City’s (the “City”) police officers and dispatchers; and

**WHEREAS**, the City and PBA have tentatively agreed to the terms of a collective bargaining agreement, including new pay rates, for the City’s police officers and dispatchers covering the period October 1, 2025, to September 30, 2028, which is attached hereto as Exhibit “A” (the “CBA”); and

**WHEREAS**, the City was able to reach agreement with the bargaining unit to implement the CBA retroactive to October 1, 2025; and

**WHEREAS**, the City administration has recommended that the City Commission approve the CBA and Pay Rates and authorize the City Manager to execute same; and

**WHEREAS**, the Mayor and City Council find that approval of the CBA is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, AS FOLLOWS:**

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

**RESOLUTION No. 26-24**

**Section 2. Ratification.** The PBA, attached hereto as Exhibit "A", is hereby approved.

**Section 3. Authorization.** The City Manager is hereby authorized to execute the CBA on behalf of the City.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED by the Mayor and City Commission of the City of Florida City, Florida this 24<sup>th</sup> day of April, 2026.**

\_\_\_\_\_  
**Charlotte Thompson, Mayor**

**Attest:**

\_\_\_\_\_  
**Jennifer Evelyn, City Clerk**

**Approved as to form and legal sufficiency**

\_\_\_\_\_  
**Regine Monestime, City Attorney**

**RESOLUTION NO: 26-24**

**Offered by: Mayor**

**Motion to adopt by: \_\_\_\_\_ seconded by: \_\_\_\_\_**

**FINAL VOTE AT ADOPTION**

**Mayor Charlotte Thompson** \_\_\_\_\_

**Vice Mayor Rhonda Cobb** \_\_\_\_\_

**Commissioner Richard Brown, Jr** \_\_\_\_\_

**Commissioner James Gold** \_\_\_\_\_

**Commissioner Trina Wilborn** \_\_\_\_\_

~~2022-2025~~ 2025-2028 COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF FLORIDA CITY, FLORIDA

AND

THE SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION

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ARTICLE 1. RECOGNITION

1.1 The Employer hereby recognizes the South Florida Police Benevolent Association, hereinafter referred to as the "PBA", as the collective bargaining agent for personnel holding ranks as Police Officer, Police Sergeant, and Dispatcher in the Police Department of the City of Florida City, hereinafter referred to as the "City". They shall be represented as to wages, hours, and all other terms and conditions as agreed upon between the parties. Specifically excluded from representation are all other ranks of law enforcement officers, civilian support personnel, and any other employees of the City.

## ARTICLE 2. MANAGEMENT RIGHTS

2.1 The South Florida Police Benevolent Association hereby recognizes the rights and obligations of the City of Florida City to perform certain functions and take certain actions. They include, but are not limited to, all of the following functions and actions which are further hereby designated as non-grievable unless decisions on the below-listed matters have the practical consequence of violating the terms and conditions of this Agreement:

- A. Recruit, hire, promote, and assign personnel in positions, and control and direct the activities of employees.
- B. Determine the standards and qualifications for the recruitment and selection of employees.
- C. Demote, suspend, discharge, or take other disciplinary action against employees for just and proper cause.
- D. Transfer, reassign, rehire, or retire employees as is deemed necessary.
- E. Maintain efficiency and effectiveness of operations through accepted supervisory communications.
- F. Determine number of hours and shifts to be worked, subject only to limitations in this Agreement.
- G. Take any action with respect to job or department consolidation, reduction, expansion, or disbandment, subject to the limitations of this Agreement.
- H. Control the use of any and all property, equipment, or other capital of the City.
- I. Affect increases or decreases in the work force of the department.
- J. Determine work to be accomplished, procedures to be followed, and schedule of operations.
- K. Devise and execute departmental policy, rules, and regulations.

2.2 The City's failure to exercise any right at any time shall not be deemed an abdication of that right.

2.3 Any right, obligation, past practice, or function of the City not relinquished by this Agreement shall remain and continue with the City.

ARTICLE 3. NON-DISCRIMINATION

3.1 The City and the PBA agree not to interfere with the rights of police personnel to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the City or the Association against any employee because of Association membership or non-membership, or because of race, creed, color, sex, or national origin.

#### ARTICLE 4. DUES DEDUCTION

4.1 Any member of the PBA who has submitted a properly executed dues authorization card or statement to the City may have his membership dues in the PBA deducted from his wages. Dues shall be deducted bi-weekly and shall, thereafter, be transmitted to the PBA accompanied by a list of those employee's names whose dues are included.

## ARTICLE 5. ASSOCIATION REPRESENTATIVES

5.1 The City shall recognize up to four (4) members of the bargaining unit as authorized representatives of the bargaining unit for attendance at sessions to renegotiate an Agreement.

5.2 Designation of these authorized representatives shall be made each year in conjunction with any request by the PBA to renegotiate an Agreement

5.3 Up to two authorized representatives shall attend negotiating sessions without loss of pay and benefits if their attendance is required during regular duty hours, and if their attendance is specifically authorized by the Chief of Police or his designated representative after manpower availability and operational needs are considered. The City and the PBA recognize that the designation of up to four representatives is intended as much as possible to allow for the off-duty availability of up to two representatives at each negotiating session.

5.4 The City will recognize two (2) representatives from the bargaining unit whose duties shall be to process grievances from members of the bargaining unit who request such representation. These representatives may process such grievances on duty, without loss of pay or benefits, with the express permission of the shift commander, who shall take into account all manpower and service needs during the entire shift. This permission shall not be unreasonably withheld. If scheduling results in both of the representatives working the same shift, only one shall be allowed to process any immediate grievance. The absence of a representative on any shift shall not be deemed a breach of this Agreement, and any grievance presented during such a shift shall be processed whenever a representative becomes available, either on-duty or off-duty.

5.5 Authorized representatives for negotiating sessions and grievance processing shall be made by the PBA, and shall be designated in writing to the Chief of Police.

5.6 Except for circumstances and situations mentioned above, authorized representatives and/or other bargaining unit members shall conduct PBA business, attend PBA functions, and otherwise participate in PBA activities on personal, off-duty time.

5.7 The City shall provide the PBA representative with paid leave to attend PBA seminars, training or Board of Directors meetings. The representative shall not receive in excess of one (1) work day (eight hours) per year. This time may be taken in hourly increments.

## ARTICLE 6. SERVICES TO THE ASSOCIATION

6.1 The City will furnish a duly authorized representative of the PBA copies of all Police Department rules, regulations and memoranda pertaining thereto.

6.2 The City will furnish the PBA with a bulletin board, to be installed in the squad room, for the exclusive posting of PBA notices relating to official business of the PBA and/or contract administration. The bulletin board size and placement will be as mutually agreed by the Chief of Police and the PBA, and will be in consideration of space availability and other needs of the department. The City also agrees to provide the Association with access to bargaining unit members' City emails for the purpose of notifying them of collective bargaining sessions, ratification votes, and any other matters relating to the Association's role as exclusive representative of the bargaining unit.

6.3 The City will provide the PBA, on a semi-annual basis, a complete roster of the employees of the police department, in the ranks and positions of Police Officer, Police Sergeant, and Dispatcher, to include name, rank; and current pay roster.

6.4 The City will allow the PBA and its representatives reasonable access to the City Commission Chambers for the conducting of PBA /City labor employment related activities when those facilities are not in normal use.

6.5 The City will provide a mailbox for each employee for use by the City and the PBA to distribute mail and other communications.

## ARTICLE 7. PERSONNEL RECORDS

7.1 All personnel records of the employees shall be kept confidential, and shall not be released to unauthorized parties, except as permitted by F.S. Chapter 119, Public Records, or in response to a subpoena from a court of competent jurisdiction, or upon written authorization from the employee.

7.2 The City shall maintain an employee's personnel file ~~with a duplicate in the employee's Department if desired by the City,~~ which shall contain all documentation relating to an employee's job performance, ~~except performance evaluations.~~ Such personnel file shall contain documents relating to disciplinary action, reprimands or written counselings. Employees shall be given the opportunity to sign such documents prior to their being placed in the personnel file. However, such signature shall only indicate the employee's receipt of said documents. Any disciplinary documents, as enumerated above, which are placed into the personnel file shall only be retained by the City in accordance with the minimum retention period as provided for in the State of Florida General Records Schedule GS2 and will be automatically removed from the personnel file, disposed of, and destroyed upon reaching the minimum retention period as set forth below: ~~by the City according to the following schedule:~~

- a) Suspensions, demotions, dismissals: 5 years
- b) Written Reprimands: 3 years
- c) Written Counselings: 3 years

These retention time periods and disposition obligations apply to all internal investigation documents relating to the disciplinary and counseling documents in accordance with the GS2 schedule. Additionally, documents relating to internal investigations resulting in Not sustained/Unfounded/Exonerated findings shall only be retained by the City for the minimum one-year retention period in accordance with the GS2 schedule and will be disposed of and destroyed after the one-year period. The final action summary for all internal investigations shall be retained as long as the personnel file in accordance with the GS2 schedule. The City agrees that the Officer's Combined Administrative Records summary sheet (also known as the Officer's Internal Affairs Profile) will only reflect disciplinary action or written counselings if they are final. Additionally, the City will ensure that the Officer's Combined Administrative Records summary sheet will note when the retention period for each final disciplinary action and/or written counseling has been reached and removed from the personnel file.

- a) ~~Final Disposition Record~~ Record (master) copy. Fifty (50) years after termination: microfilm optional. As volume justifies, microfilm in accordance with Florida Administrative Code Rule IB 26.0021.
- b) ~~Sustained formal discipline case files (terminations, suspensions, written reprimands)~~ Record (master) copy. Five (5) years after final disposition of investigation provided an infraction free period of one (1) year precedes each purge of formal discipline and provided the final disposition is kept according to Item #7.2a.
- ~~Sustained Written Counselings~~ Record (master) copy. Three (3) years after final disposition of investigation provided an infraction free period of one (1) year precedes each purge of informal discipline and provided the final disposition is kept according to Item #7.2a.

7.3 At no time shall the news media be directly or indirectly furnished the home address, telephone number or photograph of any employee or relatives.

7.4 No material shall be inserted in an employee's personnel or Departmental file without the employee's knowledge. Upon reasonable request, any employee shall have the right to inspect his official personnel records wherever kept. The employee shall have the right to make duplicate copies of these records at his expense, and for his use. The City agrees that no official personnel records shall be concealed from the employee's inspection.

7.5 Material that is contained in the employee's personnel ~~and departmental file~~ may be used for any official purpose whatsoever, i.e., job reference, administrative appeal, promotion, disciplinary proceeding, etc. Nothing in this Article shall limit a supervisor from making personal notes in reference to informal verbal counseling of employees. There shall only be one (1) personnel file maintained by the City for each employee. (~~A "copy" may be maintained with the Department in accordance with 7.2 above~~)

7.6 Employees shall have the right to add to their personnel records written refutation of any document or information contained therein which is considered by the employee to be derogatory or to contain incorrect or insufficient information.

7.7 No supervisor's personal notes or memorandums concerning an employee's informal verbal counseling shall be placed in an employee's personnel file. For purposes of this section, personnel files are defined as the City personnel file ~~and the Police Department personnel file~~. Supervisors may keep personal

notes regarding an employee's performance.

7.8 In the event there is any conflict between the provisions of this agreement and the City's Personnel Rules and Regulations applicable to employees covered by this agreement the provisions of this agreement shall apply.

## ARTICLE 8. INTERNAL INVESTIGATIONS

8.1 To insure that all internal investigations take place in a manner conducive to good order and discipline while protecting the individual rights of all involved, the City agrees to comply with the Law Enforcement Officers' Bill of Rights contained in Florida Statutes Section 112.531-11.535, as amended from time to time. The following rules or procedure shall apply whenever an employee is under investigation and subject to questioning by the City for any reason which could lead to disciplinary action, demotion, or dismissal:

8.2 The questioning shall be conducted at a reasonable hour, preferably when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

8.3 The questioning shall take place either at the Police Department or as designated by the investigating officer or agency.

8.4 The employee shall be informed on the record of the rank and name of the officer in charge of the investigation as well as the ranks and names of any others present during the questioning. All questions directed to the employee shall be asked by and through one interrogator at any one time.

8.5 The employee under investigation shall be informed in writing of the nature of the investigation before any questioning begins. He shall also be informed of the names of all complainants and provided with all other existing evidence prior to any questioning.

8.6 Questioning sessions shall be for reasonable periods and reasonable respites will be allowed.

8.7 The employee being questioned shall not be subjected to offensive language, or be threatened with transfer, dismissal, or disciplinary action. No promise of reward shall be made as an inducement to answer questions.

8.8 Questioning sessions, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.

8.9 If the employee being questioned is under arrest, or is likely to be placed under arrest as a result of the questioning, he shall be completely informed of all his rights prior to the commencement of the interrogation.

8.10 Prior to being questioned, the officer shall be advised of the right to be represented by Counsel or any other representative of his choice, who shall be present at all times during such questioning whenever the questioning relates to the employees continued fitness for law enforcement service.

8.11 In all cases wherein an employee is to be interrogated concerning an alleged violation of the Department's rules and regulations, which, if proven, may result in his dismissal or in some punitive

measure, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with a representative of the PBA before being interrogated. The association representative may be present during the interrogation.

8.12 During the interrogation, questions must be limited to the circumstances surrounding the employee's alleged violations of Department or City rules and regulations.

8.13 The employee shall be given an exact copy of any written statement he may execute. Employees will also be provided an exact duplication of any tape-recorded statement rendered, at no cost to the employee. Upon conclusion of the investigation, the employee will be furnished with a copy of the findings.

8.14 The City shall not order or require any employee of the bargaining unit to submit to a polygraph or PSE test, unless such test is requested by the employee. This section is inoperable in cases involving recruitment, notwithstanding a candidate's prior employment with the Florida City Police Department or any other Police Department, nor his membership status in the PBA.

8.15 When an employee has been charged with an official, actual violation of department rules and regulations, neither the employee nor the employer will make public statements concerning the alleged violation until the investigation has been completed, unless required by law.

8.16 No employee will be compelled by the City to speak or testify before, or be questioned by any non-governmental agency unless under proper court subpoena. For purposes of this paragraph, an arbitrator selected pursuant to the provisions of this Agreement is considered a governmental agency.

8.17 Employees relieved of duty for alleged violations of the law and/or department rules will remain on full salary and allowances until final action is taken by the City. Such final action shall be any determination by the Chief of Police subject to approval by the Mayor, to demote, suspend, terminate, or otherwise move to affect the pay and benefits of an officer. The officer's determination to appeal such action by the Chief to a higher authority or court of competent jurisdiction shall not automatically reinstate pay and benefits, and in the case of criminal allegations, acquittal by a court shall be a factor but not controlling in the establishment of a violation of rules and regulations, and in determining the reinstatement of an officer to regular duty and resumption of pay and benefits.

8.18 Should disciplinary action result from an internal investigation, an employee may, at the option of the Chief of Police, be allowed to use compensatory or vacation time to satisfy a suspension which is for five (5) days or less, subject to approval by the Mayor.

8.19 Complaints from citizens which are determined to be unfounded or not sustainable will not be inserted in an employee's personnel or departmental files.

8.20 Employees shall not be dismissed or disciplined resulting in loss of pay or benefits except for just cause.

8.21 This Article should not be construed to limit a superior officer's right to manage in a manner that would be conducive to the safety or well being of fellow police officers or the citizenry.

8.22 The Department will make every effort to obtain complainants' statements under oath. Said complaints shall be taken and sworn to on a standard form.

8.23 The City agrees to review and consider seeking criminal prosecution against any complainant who is found to have made and sworn to any false allegations against an employee.

8.24 All internal investigations into allegations of misconduct that could potentially subject a law enforcement officer to disciplinary action shall be conducted by sworn law enforcement officers that have received proper training in the handling of internal investigations of sworn law enforcement officers. The City agrees to schedule and provide for such training prior to assigning any sworn law enforcement officers to conduct internal investigations. Any interviews of bargaining unit members conducted pursuant to Fla. Stat. 112.531, et seq. will be conducted exclusively detectives assigned to the Internal Affairs Unit.

## ARTICLE 9. VEHICLES AND EQUIPMENT

9.1 City Police vehicles will not be placed into operation if they are unsafe or not equipped as required by law.

9.1.1 Effective upon ratification, the City will expand its current take-home vehicle program to permit all officers and sergeants residing in Miami-Dade County to drive their assigned city vehicles portal to portal (to and from their place of residence to work and extra-duty assignments) and for essential personal errands during the portal to portal travel. The City Manager may, at his/her sole discretion, approve the use of take-home vehicles for employees residing outside of Miami-Dade County. The City agrees to provide all non-probationary police officers and police sergeants with a take-home vehicle within 120 days of ratification of the Agreement. The vehicles will be assigned on a seniority basis; however, employees who are already currently assigned a take-home vehicle will keep their assigned vehicle provided that it is a 2019 manufactured vehicle or newer. If an employee is currently assigned a take-home vehicle that was manufactured in 2018 or prior, the employee will be assigned a new take-home vehicle in accordance with his/her seniority as provided above. If the City is unable to provide any employees with a vehicle within the 120-day time period, the City agrees to compensate such employees with a \$200 bi-weekly vehicle stipend for each portion of a bi-weekly pay period for which they were not provided a vehicle.

9.1.2 Police officers will not be eligible to receive a take-home vehicle until they complete their probationary period.

9.1.3 The City will pay for the periodic maintenance of all take-home vehicles.

9.1.4 Employees receiving a take-home vehicle will be required to pay the following amounts per pay period:

- a) Employees residing in Florida City will continue to have no charge.
- b) Detectives will continue to have no charge.
- c) Employees residing 28 miles or less from City Hall: \$32 bi-weekly.
- d) Employees residing more than 28 miles but within 53 miles from City Hall: \$48 bi-weekly.
- e) Employees residing more than 53 miles from City Hall: Assignment and charge at discretion of City Manager.

The distance shall be calculated “as the crow flies.”

~~9.1.4~~ 9.1.5 Assignment, operation, and use of City owned or leased vehicles will be in accordance

~~with established Florida City Police Department Administrative Regulation 7-1. City Rules and Regulations. Said Rules and Regulations shall be issued to all affected employees. To the extent there is any conflict between Florida City Police Department Administrative Regulation 7-1 and this Article, this Article shall govern.~~

9.2 Whenever an employee is authorized or required, with the consent of his commanding officer, to use his own vehicle in the performance of his official duties, other than Court appearances, he will be compensated at the prevailing state rates. (currently ~~\$.22 twenty two~~ \$.70 seventy cents per mile).

A.A declaration of a state of emergency by a commanding officer that requires the use of an officer' private vehicle.

B. Attending approved training sessions as approved by the Chief of Police.

C.Those duties that shall be from time to time enumerated by memorandum by the Chief of Police.

9.3 Before any marked patrol vehicle goes into the street, the police officer will insure the following equipment is present and in good working order: rotating emergency lights, sirens, spotlights, two-way mobile radio, first aid kit, fire extinguisher, and prisoner's cage.

9.4 Refusal to operate unsafe equipment or drive an unsafe vehicle shall not be deemed refusal to work and shall not be grounds for any disciplinary action against the employee. A vehicle or piece of equipment will not be considered unsafe, nor will an employee refuse to operate or drive same, if it is simply scheduled for routine maintenance or has a minor malfunction which has no safety implication. Whenever an employee feels that the vehicle to which he has been assigned is unsafe, the employee shall complete a memorandum specifying in detail his reasons therefore. The memorandum will be submitted to the Chief for his consideration. The Chief may have the vehicle inspected by a City mechanic. Any disputes regarding vehicle safety shall be finally resolved by the Chief.

9.5 Police Officers shall only use the weapon designated by the Chief of Police.

9.5.1 The weapon issued is a Glock 40 model 22 or 23 semi-automatic weapon (Winchester law enforcement ammunition and ranger 180 GRXST 40 Smith and Wesson black tip) approved by the Chief of Police

9.5.2 The weapon designated by the Chief is a double action semi-automatic.

9.5.3 The Departmental manual shall set forth the manufacturers and models approved for use.

9.5.4. The officer must qualify and demonstrate proficiency with the weapon prior to being

permitted to use the weapon on duty, and at least once each year thereafter as determined by the range officer.

9.5.5. The weapon must be properly functioning, and shall be subject to inspection by the Chief of Police or his designee prior to use and at any time.

9.6 A Police officer shall not use a non-issue weapon on duty unless and until the weapon has been approved by the Chief of Police or his designee, the Officer has qualified and demonstrated proficiency with the weapon, and the weapon has been shown to be properly functioning, as determined by the range officer.

9.7 The City shall attempt to provide weapons training for all Police Officers. Each officer shall be required to qualify with department-issue weapons at least once each year. The Department will make a reasonable effort to schedule weapons training and qualification during normal duty hours. In the event the Department is unable to schedule the employee for weapons training or qualification during normal working hours, the employee may be required to attend such training or qualification during off-duty hours, and shall be compensated for the actual time spent in such training or qualification in accordance with Article 19.

## ARTICLE 10. PROMOTIONS

10.1 Whenever a budgeted promotional vacancy exists in a Sergeant classification, and the City proposes to fill same, the City agrees to arrange for the administration of a written examination to all qualified candidates.

10.2 The City will announce promotional examinations at least forty-five (45) days in advance of said examinations. The City will list the areas which the examination will cover and the sources from which the examination is drawn. The City will make all such references and source material available to eligible candidates.

10.3 The Sergeant's examination shall be restricted to non-probationary employees, with not less than three (3) years in sworn Law enforcement, at least two continuous years of sworn law enforcement service must be with the Florida City Police Department at the time the examination is given.

10.4 At the time a new promotional examination is given, all eligible employees who wish to be on the new list must take the new examination. No employee will be placed on the new list as a result of previous test scores.

10.5 The promotional process shall consist of four (4) parts: a written examination worth forty (40%) percent of total cumulative score; an oral examination worth forty (40%) percent of total score; a performance evaluation worth ten (10%) percent; and a seniority evaluation worth a maximum of ten (10%) percent. Employees shall receive one-half (1/2) seniority percentage point for each year of departmental service up to a maximum of ten (10) percentage points.

10.6 Following the successful completion of the written portion of the promotional exam (minimum passing of 70) each candidate shall be evaluated by an interview board composed of three law enforcement officers of the rank of lieutenant or higher, one selected by the City, one selected by the Union and a third selected by the other two members.

10.7 A list of eligible candidates shall be compiled in the order of their final cumulative score. All employees shall be notified of their scores. The list shall remain valid for the period of one (1) year from the date of certification or unless there are less than two (2) names remaining, provided there is at least one other unit member eligible to take the exam.

10.8 The Chief of Police shall determine which officers are to be promoted to Sergeant subject to approval of the Mayor, provided only that his choices shall be limited to the three (3) highest scoring

candidates, as determined by a combination of scores and credits as set forth herein.

10.9 Officers promoted to the next higher rank will receive appropriate training during the probationary period as scheduled by the Southeast Institute of Criminal Justice or the Broward Institute of Criminal Justice or other certified training. Training will be scheduled where practicable, during normal duty hours, which does not hinder the efficiency and operation of the Department. All training paid for by the City must be approved by the Chief of Police.

10.10 The City and employees agree that upon execution of this Agreement the promotional probationary period shall be of one year duration and cannot be extended except when probationary employee is incapacitated because of illness or injury.

10.11 Police officers and sergeants who are promoted shall receive a minimum of a five (5) percent pay increase at the time of such promotion.

## ARTICLE 11. GRIEVANCE AND ARBITRATION PROCEDURE

11.1 In a mutual effort to promote harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from the application or interpretation of this Agreement.

11.2 A grievance shall be defined as a dispute relating to the interpretation or application of the specific terms of this Agreement, including disciplinary action. The following procedure shall govern the administration of discipline to bargaining unit employees:

Once an employee receives a disciplinary action report and/or a recommendation for disciplinary action, the employee shall be provided with a complete copy of the evidentiary file ~~all evidence~~ for which the recommendation for disciplinary action is based and be given the opportunity to meet with the Police Chief regarding said recommendation. The City's internal investigation shall be considered to be completed pursuant to the Law Enforcement Officers' Bill of Rights contained in Florida Statutes Section 112.531, et seq., upon its issuance of a disciplinary action report and/or recommendation for disciplinary action. After the meeting with the Police Chief and if the recommendation for disciplinary action report still consists of a suspension, demotion, or dismissal, the employee may elect to meet with the ~~Mayor~~ City Manager prior to imposition of the final disciplinary action. The timeframes to grieve disciplinary actions contained in 11.3 below do not begin to run until the final disciplinary action has been taken by the person authorized to take such action. (i.e. the ~~Mayor~~ City Manager must approve all suspensions, demotions, and terminations, while the Police Chief can approve Written Reprimands). Employees may grieve all final disciplinary action by initiating the grievance directly at Step 4 within fifteen (15) calendar days of the approval and receipt date of the final action. If the final disciplinary action consists of a suspension, demotion, or dismissal, the Association may elect to proceed directly to initiating the grievance at Step 5 (Arbitration) within fifteen (15) calendar days of the approval and receipt date of the final action.

11.3 Grievances- shall be processed in accordance with the following procedure:

STEP 1: The aggrieved employee shall discuss the grievance with his supervisor (either a Corporal or Sergeant) within ten (10) calendar days of the occurrence which gave rise to the grievance. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other authorized leave, the ten (10) day period shall commence running immediately upon the employee's return from such authorized leave. The PBA Representative may be present to represent the employee. The Corporal/Sergeant shall attempt to correct the problem and/or respond to the employee within ten (10) calendar days. Where a grievance is general in nature in that it applies to a number of employees having the

same issue to be decided, it shall be presented directly at Step 2 of the Grievance Procedure within the time limits provided for the submission of the grievance in Step 1 and signed by the aggrieved employee or the PBA representative on their behalf. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. (In the event the Association representative signs said grievance, the employee's name will be listed on the grievance).

STEP 2: If the grievance has not been satisfactorily resolved, the aggrieved employee and the PBA representative, if so requested by the employee, shall reduce the grievance to writing, on a standard form provided for this purpose and present such written grievance to the Police Major (or Police Lieutenant of there is no Police Major) within five (5) calendar days from the time the supervisor's response was due in Step 1. The Police Major or Police Lieutenant shall meet with the employee and the Association representative, if so requested by the employee within five (5) calendar days unless extended by mutual agreement. The Police Major or Police Lieutenant shall respond, in writing, five (5) calendar days from the date of the meeting unless extended by mutual agreement

STEP 3: If a grievance as defined by this Article, has not been satisfactorily resolved at Step 2, the aggrieved employee and the PBA representative, if so requested by the employee shall present the written grievance to the Police Chief within seven (7) calendar days from the date the Police Major's or Police Lieutenant's response at step Number 2 is received. If requested by either party, a meeting shall be held to discuss the issues raised in the grievance. The Police Chief shall respond in writing within seven (7) calendar days from the date that the meeting is held or if no meeting is requested, within seven (7) calendar days from the date received by the Police Chief.

STEP 4: If the grievance, as defined in this article, has not been satisfactorily resolved in STEP 3, the aggrieved employee and the PBA representative may appeal the grievance to the ~~Mayor~~ City Manager within ten (10) calendar days after the Police Chiefs response is due. The ~~Mayor~~ City Manager shall respond in writing within ten (10) calendar days to the employee and the PBA.

STEP 5: If the grievance, as defined in this article, has not been satisfactorily resolved within the Grievance Procedure, the Association may request arbitration on behalf of the employee(s) no later than fifteen (15) calendar days after the ~~Mayors~~ City Manager's response is due in Step 4. The parties to this Agreement will mutually agree, or attempt to agree, on an independent arbitrator. If this cannot be done, the parties or their representatives shall jointly request the name of five (5) arbitrators from the American Arbitration Association. The parties shall select an arbitrator from the list by alternative striking. Either of the parties may reject the panel one (1) time provided that the rejection is exercised prior to commencement

of the striking process. The arbitration shall be conducted under the rules of the American Arbitration Association. Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article. It is contemplated that the employer, the employee and the PBA may be able to mutually agree in writing as to the statement of the matter to be arbitrated prior to the hearing and if this is done, the arbitrator shall confine his decision to the particular matter thus specified and devising a remedy should one be deemed appropriate. In the event of allure of the parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his consideration to the written statement of the grievances presented in Step 4 of the Grievance Procedure (or Step 5 if the Association proceeds directly to Arbitration for a disciplinary action as set forth in this Article). Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be final and binding upon both parties. The City shall provide the hearing room. The parties shall bear the expenses of their witnesses and shall split the cost of the impartial arbitrator. Parties desiring copies of the transcript of such arbitration shall bear that expense. Nothing in this article shall be construed to prevent any employee from presenting his own grievance, up to, but not including, a request for arbitration, however, the Association shall be given reasonable opportunity to present at any meeting called for resolution of the grievances.

11.4 Any grievance not answered by management in the time limits proscribed above automatically advances to the next higher step of the grievance procedure. Any grievance not pursued by the employee within the time limits above will be considered abandoned.

## ARTICLE 12. LABOR-MANAGEMENT COMMITTEE

A Labor-Management committee will be created which will consist of two (2) members of the PBA and two (2) management members. The function of the committee shall be to meet as mutually agreed, to confer and recommend resolution of problems related to employee relations in the administration of the Agreement; to explore ideas for the improvement in systems, procedures and equipment; and to seek methods of improvement of personnel training development, selection, promotions or reassignment. Time used for this purpose shall be considered as duty time and shall not be charged to regular leave time. No overtime shall apply.

ARTICLE 13. HOLIDAYS

13.1 The City recognizes the following as paid holidays for employees:

- |                                 |                  |
|---------------------------------|------------------|
| New Year's Day                  | Labor Day        |
| Dr. Martin Luther King, Jr. Day | Veteran's Day    |
| President's Day                 | Thanksgiving Day |
| Memorial Day                    | Christmas Day    |
| Juneteenth                      | Floating Holiday |
| Independence Day                |                  |

13.2 If an employee must perform duty on a holiday, he will be paid at a rate that is his/her normal rate of pay for the time actually worked, in addition to being paid for the holiday as part of his/her normal work week or the equivalent amount of compensatory time, at the employee's straight time. The compensatory time shall be taken at a time that is mutually agreeable to the Chief of Police and the employee. The number of hours available for holiday pay will be eight (8) hours per holiday at the base rate of pay. Any hours worked in excess of eight (8) hours on a holiday will be paid at the overtime rate for overtime (or equivalent compensatory time) assuming work in excess of forty (40) hours per week. Employees will not receive any additional holiday pay regardless of additional hours worked over eight (8) on that holiday. ~~Employees will receive the first floating holiday under this Agreement upon ratification.~~ Employees will ~~then~~ receive a floating holiday on October 1<sup>st</sup> of each year ~~thereafter~~. Floating holidays may be utilized at the employee's discretion within one year of the date they are accrued.

13.3 If a holiday falls on an employee's regular day off, then the employee shall be granted eight (8) hours of compensatory time off at a time that is mutually agreeable to the Chief of Police and the employee.

13.4 If the City designates any other day off with pay for non-union City employees, (excluding ~~Columbus Day~~ the Day After Thanksgiving), such day shall be treated as a paid holiday for bargaining unit members. The City shall make every attempt to advise employees two (2) weeks in advance of any additional designated holidays.

#### ARTICLE 14. SICK LEAVE

14.1 Sick leave may be granted to any bargaining unit member who is unable to attend his- job functions because of an illness or injury resulting from a cause other than a job connected injury or disability.

14.2 Every employee shall be entitled to receive eight (8) hours (one (1) working day) of sick leave for each month worked, which sick leave shall be accumulated in a sick leave bank. During the first three (3) months of new employment, sick leave shall accrue, but an employee may not use sick leave until he/she has completed three (3) months of employment. At any time, sick leave may not be used until it is earned. Earned sick leave may be carried over from year to year if not used.

14.3 Sick leave time accumulated in the employee's sick leave bank shall be convertible to vacation time up to a maximum of forty (40) hours (five (5) working days), provided, however, that before such conversion will be permitted, the employee has accumulated a minimum of one hundred and twenty (120) hours (fifteen (15) working days) sick leave time in the sick leave bank and no employee shall be entitled to convert accumulated sick leave time to vacation time if in doing so the employee sick leave bank would be left with less than eighty (80) hours (ten (10) working days) accumulated sick leave time.

14.4 Upon an employee's separation in good standing from employment with the City, said employee shall be entitled to cash in for a lump sum payment up to seventy-five (75%) percent of his accumulated sick leave, at the rate of pay which it was earned up to a maximum of 240 hours. All bargaining unit members shall use accrued sick leave in a last in first out basis.

14.5 Any employee on sick leave shall be paid any holiday compensation or compensatory time that might otherwise be due.

## ARTICLE 15. FUNERAL LEAVE

15.1 When a death occurs in the immediate family of an employee, that employee shall be granted four (4) days off without loss of pay or benefits. In the event that travel of five hundred (500) miles or more is required, an additional one (1) day will be granted by the Chief of Police who will consider such a request in light of operational needs and manpower availability.

15.2 Funeral leave will not be charged against sick leave, vacation, holiday or accumulated overtime.

15.3 "Immediate family" as cited above shall be defined as father, mother, spouse, registered domestic partner, children, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, son-in-law, and daughter-in-law.

## ARTICLE 16. LEAVE OF ABSENCE

16.1 Leaves of absence without pay for a period not to exceed thirty (30) days may be granted for any reasonable purpose to any employee by the Chief of Police. Such leaves may be renewed or extended for any reasonable purpose as determined by the Chief of Police, upon approval of the ~~Mayor~~ City Manager. Employees that use leave without pay for absences (excluding FMLA) without good cause may be subject to disciplinary action.

16.2 Unpaid maternity leave shall be granted upon request for a period of three months in accordance with the Family Medical Leave Act. Employees are granted specific provisions, requirements and definitions of FMLA (Family Medical Leave Act) and the Department of Labor (DOL) regulations as per the Employee Personnel Rules and Regulations Handbook amended December 13, 2013, to include, but not limited to, a rolling 12 month period measured backward from the date of any FMLA usage.

16.3 Any employee who is a member of the National Guard or the Military Reserve Forces of the United States and who is ordered by the appropriate authorities to attend the prescribed training program or to perform other duties, shall be granted a leave of absence with pay as required by Florida Statutes, Chapter 115.07.

16.4 Employees may obtain leaves of absence with or without pay for educational purposes to attend conferences, seminars, briefing sessions or other activities of a similar nature that are intended to improve or upgrade individual skills or professional ability, provided such leave is authorized by the Chief of Police.

16.5 Any employee who is on a duly authorized paid leave of absence shall continue to maintain all benefits including seniority, longevity, and health benefits. Employees on an unpaid leave of absence exceeding thirty (30) days will be required to reimburse the City for health insurance benefits, and shall not accrue seniority, longevity, vacation and sick leave benefits.

## ARTICLE 17. VACATIONS

17.1 Vacation time shall accrue to employees in the following manner and under the following conditions:

- (A) For employees who have completed at least one (1) year of continuous employment and as much as five (5) years of continuous employment, ten (10) working days of annual leave shall be granted.
- (B) For employees who have completed six (6) years of continuous employment or more, fifteen (15) working days of annual leave shall be granted.
- (C) For employees who have completed fifteen (15) years of continuous employment or more, eighteen (18) working days of annual leave shall be granted.
- (D) Effective October 1, 2025, vacation time for employees that have completed twenty years of continuous employment or more shall be increased to twenty (20) days.
- (E) Holidays or regular days off immediately preceding, occurring within, or immediately following an employee's vacation shall not be considered as part of the employee's annual vacation leave.
- (F) No annual leave may be taken by any employee who has not completed one (1) year of continuous employment.
- (G) Allowable annual leave shall be calculated from the employee's last original date of continuous full-time employment. Any break in continuous full-time employment of more than thirty (30) days, unless authorized as a leave of absence, shall result in the establishment of a new original date of employment for determining annual leave eligibility.
- (H) Employees who have used three (3) or fewer sick days in a year will receive an additional day of vacation leave. Employees who have not used any sick leave in a year will receive an additional two days of vacation leave. The year shall be calculated from the employee's anniversary date.

17.2 Allowable leave will be taken or lost (subject to the carry-over provisions as set forth below) in the eligibility year after which it is earned, without regard to calendar or fiscal year dates.

17.3 Upon leaving City employment, an employee (or, in the event of death, his heirs) shall be entitled to an immediate lump sum payment for all vacation time earned and accrued at the employee's last

rate of pay up to a maximum of three hundred (300) hours.

17.4 An employee may request his vacation paycheck in advance of his scheduled vacation by submitting a request in writing to the City payroll supervisor at least one (1) week prior to starting his vacation. Vacation advances will be issued on Friday along with regular payroll.

17.5 Annual leave may be carried over from one eligibility year to the next. It is the stated intent of the parties that employees will take their annual leave when they are eligible to do so. Conversion privileges contained in the sick leave article of this Agreement have no bearing on the maximum carry-over allowance, which shall be 300 hours.

17.6 Vacation time may be split during the eligibility year with the approval of the Chief of Police.

ARTICLE 18. INSURANCE BENEFITS

18.1 The City will provide medical and life insurance benefits to the employee.

18.2 In accordance with Sections 112.19, Florida Statutes (2010), the City shall provide death benefits for each regular full-time sworn law enforcement officer at no cost to the employee.

18.3 The City shall provide employees with advance notice of the annual open enrollment period to be determined by the City, during which employees may change designated beneficiaries.

18.4 The parties agree to explore the needs for any changes of insurance carrier.

## ARTICLE 19. HOURS AND OVERTIME

19.1 The basic week of service for each employee shall be forty (40) hours, consisting of five (5) eight (8) hour days to include all authorized and compensated leave. The parties agree to discuss implementation of a four (4) day ten (10) hour work week or a twelve (12) hour shift schedule utilizing a Section 207(K) Plan pursuant to the Fair Labor Standards Act; provided that, any changes to the current five (5) day eight (8) hour shift schedule must be agreed to in writing by both parties, to include the amount of notice given to employees prior to the change, and the manner by which employees will select/bid for their shifts under the new schedule.

19.2 Whenever a shift rotation occurs, no member shall be forced to work another continuous shift. Employees rotating from the evening or midnight shifts will be entitled to at least eight (8) hours off-duty before returning to work (with the exception of extreme emergencies as determined by the Chief of Police).

19.3 All time worked in excess of forty (40) hours in a week will be compensated at a rate that is one and one-half (1-1/2) times the employee's regular rate of pay. All authorized paid leave with the exception that military leave and sick leave shall not be considered hours worked. In the alternative, the employee may elect compensatory time at the one and one-half (1-1/2) times his rate of pay, such compensatory time to be taken at a time that is mutually agreeable between the employee and the Chief of Police.

19.4 When it is necessary for employees to report to work not on their assigned shift, and this extra service constitutes overtime to be compensated as in 19.3 above, then the City agrees to compensate the employee for a minimum of two (2) hours of work.

19.5 Compensatory time may be accumulated to a maximum of one hundred and twenty (120) hours.

19.6 Whenever possible, employees will be given at least seventy-two (72) hours advance notice of any change in their regular hours of work.

19.7 For attendance at court, rendering depositions, and all other legal matters which result from his official capacity during off duty, an employee will be compensated at one and one-half (1-1/2) times his normal rate of pay for the minimum number of hours allowable at specified locations, as follows:

Cutler Ridge- two (2) hours

Skype – two (2) hours

Miami - four (4) hours

Verifiable hours in excess of these minimums will also be compensated at the one and one-half (1-1/2) times rate.

19.8 Employees who are scheduled to attend more than one (1) court appearance for work related activities shall not be eligible to receive the minimum amounts cited above for each appearance unless the two (or more) scheduled appearances are set to begin more than two (2) hours apart for Homestead and Cutler Ridge appearances and three (3) hours apart for Miami.

19.9 All witness and related fees including mileage will be requested by officers who are subpoenaed to attend Court or Court related activities. All said fees shall be remitted to the City on his or her next regularly scheduled work shift.

19.10 Employees will be compensated for off-duty training at regular salary rates when required by the City to attend training except that, if such training exceeds forty (40) hours in a normal work week, compensation will be at the one and one-half (1-1/2) times rate.

## ARTICLE 20. UNIFORMS, SAFETY AND EQUIPMENT

20.1 When initially hired or appointed, each employee shall be issued uniform items as follows:

For sworn police officers:

One (1) ~~black~~ navy blue long-sleeve shirt

Three (3) ~~black-navy blue~~ short-sleeve shirts

One (1) white long- or short-sleeve shirt (employee's option)

Four (4) pairs of pants

One (1) badge

All required uniform brass, as determined by the Department.

One (1) combined windbreaker/winter coat

One (1) raincoat (with a hood)

One (1) name tag

One (1) identification card

One (1) uniform belt

One (1) flashlight

One (1) duty belt (includes magazine holder, handcuff holder and handcuffs)

One (1) holster

For Dispatchers:

Three (3) long- or short-sleeve shirts (employee's option) Three (3) pairs of pants (skirts optional for female employees) One (1) identification card

One (1) identification card holder

One (1) uniform belt

One (1) windbreaker-type jacket

20.2 The Police Department will provide, at no cost to the employee, an NIJ approved Threat Level II bulletproof vest to all Law enforcement officers. The vest will include side panels or wrap around, kidney protectors, spine protector, second removable cover, steel shock or trauma plate, women's contour. The vest will be replaced by the Department one month prior to the expiration of the manufacturer's warranty, or when it becomes dysfunctional due to normal wear and tear, and not gross negligence, or when stolen or lost. The vest will be returned to the City in the event an employee separates employment prior to eighteen months of employment, or if an employee is terminated at any time.

20.3 Items in 20.1 are property of the City and, upon leaving City employment, employees will return all items to the City. Items will be replaced by the City when they become worn or are damaged, except that items will be replaced by the employee if they become unserviceable through the employee's

gross negligence or willful misconduct.

20.4 If an employee's personal prescription eye glasses or watch hearing aid or other medically required personal property is lost or damaged as a consequence of his official duties (i.e., through physical violence, accident, or assault, and no other reimbursement source is available), the City will reimburse the employee for the replacement of property to a maximum of one hundred (100) percent of replacement cost or two hundred (\$200) dollars, whichever is less.

20.5 If an employee's personal non-prescription eye glasses or watch are damaged as a consequence of their official duties as outlined in 20.4 above, the City shall reimburse said employee the cost up to a maximum of fifty (50) dollars. This replacement is available one (1) time per year.

20.6 Employees are personally responsible for the cleaning and maintenance for all uniform items mentioned in this Article unless the City accepts the responsibility for said cleaning.

20.7 The City shall pay any bond on behalf of bargaining unit members that may be required by F.S. 790.01 et seq.

20.8 The City will make every reasonable effort to insure that its equipment, working conditions and the job environment will not jeopardize the health or safety of employees.

20.9 Dispatchers will receive two (2) fifteen (15) minute rest breaks and one half-hour meal break during each shift. Dispatchers will be permitted five minutes of travel time before and after their meal break and may be permitted to leave the City during their meal break.

20.10 The City agrees to provide up to two (2) replacement shirts and two (2) additional pairs of pants to non-probationary sworn police officers per year. The City will also provide a \$100 uniform voucher to non-probationary sworn police officers per year, which is in addition to the two (2) pants & (2) shirts.

20.11 The City agrees to pay each bargaining unit member, assigned to a uniform position five hundred twenty dollars (\$520.00) lump sum cleaning/equipment allowance to be paid on the employee's anniversary date.

20.12 Any officer assigned to the Detective Bureau, or any investigatory position, will receive forty dollars (\$40.00) per week as a non-uniform allowance.

## ARTICLE 21. SENIORITY

21.1 Seniority shall consist of continuous accumulated paid service by classification with the Department. Seniority shall be computed from the date of appointment. Seniority shall accumulate during absences because of illness, injury, vacation, military leave or other authorized leave. Such seniority shall govern the following matters:

21.1.1 Subject to approval of the Chief of Police, vacations for each calendar year shall be drawn by employee's preference on the basis of seniority. Approval will not be unreasonably withheld.

21.1.2 In the event of a vacancy in any division or unit (not a promotional vacancy) seniority and employees' abilities will be considered.

21.1.3 A shift schedule will be posted monthly, at least seven (7) days prior to the first day of the month. Preferences for shift assignment shall be submitted to the Police Chief on or before the fifteenth day of the month, for the following month. Seniority will be given preference in shift assignments and days off, subject to the operational needs and manpower requirements of the Department. The Department will make every reasonable effort to provide seventy-two (72) hours advance notice of a change in an employee's shift assignment.

21.2 In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment, shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to the date of his permanent appointment to the classification. Employees shall be called back from layoffs according to the seniority in the classification from which the employee was laid off. No new employee shall be hired in any classification until all employees on lay-off status in that classification have had an opportunity to return to work (for which he/she is qualified). Written notice of recall shall be sent by certified mail to the employee's last known address. Recalled employees shall notify the City if they desire to return to work within three (3) days of receipt of recall notice, and must return to work within fourteen (14) days from receipt of recall notice. An employee will be kept on the callback list for one (1) year. After this period, the City will no longer be obligated to request that this employee be returned to City employment.

## ARTICLE 22. OFF-DUTY POLICE EMPLOYMENT

22.1-Off-duty police employment will be assigned with first consideration being given to full-time sworn bargaining unit members, on a rotation basis, from a list of volunteers. Off-duty assignments will be processed on this basis by and through the off-duty board. The Chief of Police will have no involvement with the off-duty vendor and/or with the assignment of off-duty jobs, except as to authorize police department employees to work for an individual vendor (the appropriateness of the placement of police officers). In the event that the Chief of Police declines to authorize police department employees to work for an individual vendor, the off-duty board may request review by the ~~Mayor~~ City Manager who shall make the final decision as to the appropriateness of the placement of police officers.

22.2 Hours spent by police officers in off-duty employment are not hours worked for the purposes of calculating retirement contributions and benefits. The off-duty employment is neither required nor desired by the City and is not for the benefit of the City.

22.3 The City and bargaining unit recognize and agree that the performance of off-duty jobs or details do not constitute employment by the City and that payment for those services will be made by, and is the responsibility of, the vendor. Payments will be processed by and through the off-duty board.

22.4 It is understood by the parties that with regard to such off-duty employment, the City will have no responsibility with regard to federal withholding taxes and that the employee shall be obligated to file the necessary forms and pay taxes under an arrangement with the off-duty employer.

22.5 The off-duty board may issue a warning or suspension from off-duty details to a bargaining unit employee who fails to appear for an assigned off-duty detail, arrives late for an assigned off-duty detail, or submits a late payment voucher. The City is precluded from taking any disciplinary action against employees in these instances; however, the City may take disciplinary action for just cause after a full investigation in accordance with the Law Enforcement Officers' Bill of Rights against an employee whose conduct while working an assigned off-duty detail violates City or Department policies.

22.6 Officers who are injured while working an off-duty assignment not falling within the scope of police work shall be required to use their personal health insurance coverage and not workers' compensation. Officers who are otherwise injured while performing police work during an off-duty assignment shall be eligible for workers' compensation coverage.

ARTICLE 23. SEVERABILITY CLAUSE

23.1 Should any provision of this collective bargaining agreement or any part thereof be rendered or declared invalid by reason of existing or subsequently enacted State or Federal legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 24. PREVAILING RIGHTS

All job benefits heretofore enjoyed by all the employees which are not specifically provided for or abridged by this Agreement shall continue. The Agreement will not deprive any employee of any benefits or protections granted by the laws of the State of Florida, Ordinances of Dade County applicable to Florida City, the Ordinances of Florida City, or the Personnel Rules and Regulations of Florida City and its Police Department.

It is understood that "prevailing rights" means pay and benefits currently in effect, and that such pay and benefits remain constant unless modified by this Collective Bargaining Agreement.

ARTICLE 25 WAGES

25.1 There shall be a twelve (12) step merit salary plan. Bargaining unit members shall advance one (1) pay step on their anniversary date when they receive a performance evaluation of at least satisfactory. A less than satisfactory evaluation may be appealed to the ~~Mayer~~ City Manager or his/her designee who shall respond and meet with the employee within thirty (30) days of the appeal. The evaluation shall be performed within thirty (30) days prior to the employee’s anniversary date. The employee may be represented at the meeting with the ~~Mayer~~ City Manager or his/her designee by a representative.

Effective and retroactive to October 1, ~~2022~~2025, bargaining unit employees shall receive a three (3%) ~~an eight (8%)~~ wage increase.

Effective October 1, ~~2023~~2026, bargaining unit employees shall receive a four percent (4%) ~~five percent (5%)~~ wage increase.

Effective October 1, ~~2024~~2027, bargaining unit employees shall receive a three percent (3%) ~~five percent (5%)~~ wage increase.

**Step Plan**

**Effective October 1, ~~2022~~2025**

**~~8%~~3%**

**Police Officers**

10/1/2025	3%											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Rate	29.7813	30.5259	31.2891	33.2728	34.9415	36.6951	38.5298	40.4563	42.4791	44.6030	46.8332	49.1749
Salary	61945.14	63493.88	65081.4	69207.45	72678.35	76325.79	80142.04	84149.19	88356.43	92774.28	97413	102283.7

**Police Sergeants**

10/1/2025	3%											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Rate	33.3584	34.1929	35.9000	37.6876	39.5827	41.5640	43.6421	45.8243	48.1155	50.5213	53.0474	55.6997
Salary	69385.48	71121.25	74672.07	78390.2	82332	86453.12	90775.63	95314.52	100080.3	105084.3	110338.5	115855.4

**Dispatchers**

10/1/2025	3%											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Rate	17.0743	18.1643	19.0725	20.0259	21.0272	22.0783	23.1823	24.3413	25.5583	26.8363	28.1781	29.5871
Salary	35514.56	37781.65	39670.82	41653.83	43736.67	45922.77	48219.21	50629.84	53161.3	55819.59	58610.49	61541.08

**Effective October 1, ~~2023~~ 2026**

~~5%~~ **4%**

**Police Officers**

10/1/2026	4%											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Rate	30.9726	31.7469	32.5407	34.6037	36.3392	38.1629	40.0710	42.0746	44.1782	46.3871	48.7065	51.1419
Salary	64422.94	66033.64	67684.65	71975.74	75585.48	79378.82	83347.72	87515.15	91890.69	96485.25	101309.5	106375.1

**Police Sergeants**

10/1/2026	4%											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Rate	34.6927	35.5606	37.3360	39.1951	41.1660	43.2266	45.3878	47.6573	50.0401	52.5421	55.1693	57.9277
Salary	72160.9	73966.1	77658.95	81525.81	85625.28	89911.25	94406.66	99127.1	104083.5	109287.7	114752.1	120489.6

**Dispatchers**

10/1/2026	4%											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Rate	17.7573	18.8908	19.8354	20.8269	21.8683	22.9614	24.1096	25.3149	26.5806	27.9098	29.3052	30.7705
Salary	36935.15	39292.92	41257.65	43319.98	45486.13	47759.68	50147.98	52655.03	55287.75	58052.37	60954.91	64002.73

**Effective October 1, ~~2024~~ 2027**

~~5%~~ **3%**

**Police Officers**

10/1/2027	3%											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Rate	31.9017	32.6993	33.5169	35.6418	37.4293	39.3078	41.2732	43.3368	45.5036	47.7788	50.1677	52.6761
Salary	66355.63	68014.64	69715.19	74135.02	77853.05	81760.18	85848.16	90140.61	94647.41	99379.8	104348.8	109566.3

**Police Sergeants**

10/1/2027	3%											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Rate	35.7335	36.6274	38.4561	40.3710	42.4010	44.5234	46.7494	49.0870	51.5413	54.1184	56.8243	59.6655
Salary	74325.73	76185.09	79988.72	83971.58	88194.04	92608.59	97238.86	102100.9	107206	112566.3	118194.6	124104.3

## Dispatchers

10/1/2027	3%											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Rate	18.2900	19.4576	20.4305	21.4517	22.5244	23.6502	24.8329	26.0744	27.3781	28.7471	30.1844	31.6937
Salary	38043.2	40471.71	42495.38	44619.58	46850.72	49192.47	51652.42	54234.68	56946.38	59793.94	62783.56	65922.81

Effective May 1, 2026, the parties agree to reopen negotiations for the second and third years of the agreement (FY26/27 and FY 27/28) for the sole purpose of negotiating additional wage increases over and above the 4% for FY 26/27 and the 3% for FY 27/28 provided herein.

25.2 LONGEVITY: All bargaining unit members will receive a longevity bonus in the first pay period following their anniversary date as follows:

After five years of service, six hundred and fifty dollars (\$650) and an additional one hundred dollars (\$150) for every year of service thereafter for a maximum benefit of \$2,000 annually.

25.3 Any sworn police officer assigned to be a Police Corporal in either an acting or permanent capacity shall receive a pay supplement of five percent (5%) of base pay.

25.4 Employees who are temporarily assigned to a higher or different rank for four (4) or more consecutive hours shall receive five percent (5%) over their present salary for the time spent working in the higher or different rank.

25.5 Employees who are assigned as Field Training Officers shall receive a pay supplement of five percent (5%) of base pay during the time period they are training.

25.6 Effective October 1, 2025, employees who are assigned as Detectives shall receive a pay supplement of five percent (5%).

## ARTICLE 26. TRAINING

The City shall attempt to provide forty (40) hours of training for sworn officers yearly during duty hours; for the purpose of improving the performance of employees. The City shall provide a minimum of ten (10) hours of training for sworn officers each year. Officers shall be paid at straight time rates for time spent in training wider this Article.

## ARTICLE 27. PHYSICAL EXAMINATIONS AND WORKER'S COMPENSATION

27.1 Bargaining unit members will receive an annual physical examination to include a blood corpuscle count, sight and hearing testing and a Drug and Alcohol Test. All law enforcement officers will receive an annual electrocardiogram. Scheduling of the above will be at the discretion of the Department. The City will undertake the cost of the examinations.

27.2 The City and the PBA recognize that employee substance and alcohol abuse may have an adverse impact on City government, the Department's operations, the image of City employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the Department shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol.

27.2.1 The Department agrees that requiring employees to submit to testing of this nature shall be conducted in accordance with the City's "Drug Free Workplace Policy". It is also understood by the parties that the aforementioned authority to require an employee to submit to such testing must also be approved by the Chief, if available, or his designee within the Department.

27.2.2 It is understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the City's legitimate inquiry into the use of any controlled substance, narcotic drug, or alcohol by its employees.

27.2.3 An employee required to submit to a mandatory test for the presence of alcohol or illegal drugs shall be entitled to have a PBA or other employee representative present when the breath analysis is conducted, the urine specimen is obtained, or blood sample is drawn. It is agreed and understood that the breath analysis test will not be delayed longer than one (1) hour.

27.2.4 All tests shall be analyzed in medical laboratories mutually agreed to by the City and the Association, using recognized technologies. In the event an employee's test results are positive, a second test, utilizing a different procedure, preferably the Gas Chromatography/Mass Spectrometry (G.C.M.S.) or comparable recognized testing method shall be conducted on the same specimen to verify the initial test results. Copies of a positive test result shall be made available to the employee, within forty-eight (48) hours after providing the specimen or immediately upon the City's receipt of the test results if more than forty-eight (48) hours after providing the specimen. Additionally, upon request, the employee shall be given a sample of the specimen tested.

27.2.5 The results of such tests shall be handled as part of an Internal Affairs Investigation and are not to be made public unless required by law. The taking of a breath analysis or urine specimen from an

employee does not constitute an interrogation within the meaning of Section 112.532, etc., Florida Statutes (2010), unless questions are asked at the time the test is conducted.

27.2.6 The results of such tests may result in referral for alcohol rehabilitation or counseling or, where appropriate, disciplinary action, up to and including dismissal, in accordance with the applicable provisions of the City Charter, the City Personnel Rules, and/or the Departmental Rules and Regulations. The employee may grieve the discipline through the contract grievance procedure.

27.2.7 The parties agree that any employee refusing to submit to toxicology or alcohol testing conducted in accordance with the provisions of this Article or refuses to authorize the release of the results of a test may result in disciplinary action being taken against the employee up to and including dismissal.

27.3 Any employee injured on the job shall be paid the full scheduled hours (i.e. 8 or 10 hours) wage for the day of the accident if his treating physician advises that he should not return to work that day.

27.4 The City agrees that in the event of an on-the-job disabling injury to an employee, such employee shall be carried at full pay on the rolls of the Police Department for a period of nine (9) weeks. Time lost as a result of such on-the-job injury will not be charged against existing leave time, unless the claim is subsequently denied and controverted. This period of time may be extended beyond the nine (9) weeks by the Mayor or his designee, in exceptional cases. An employee must first submit a request for this extension of time to the Police Chief, who will forward the request to the Mayor with a recommendation. In the event worker's compensation is denied and the claim controverted, then such time paid as supplemental compensation shall be charged to the employee's accrued sick leave account (or other leave accounts if sick leave is insufficient to cover the period).

27.5 All Workers Compensation claimants have a responsibility to report any period of time lost as a result of any on-the-job illness or injury and must notify their Department Head/Supervisor immediately after each medical visit confirming their specific medical restrictions, if any, and status.

27.6 Employees on restrictions and/or leave such as FMLA, disability, and/or workers compensation are prohibited from engaging in any outside employment that is consistent with the duties they are deemed unable to perform for the City.

## ARTICLE 28. RETIREMENT/PENSION BENEFITS

28.1 The City agrees to provide membership for each sworn Law Enforcement member to enter into the Florida Retirement System effective upon ratification. The eligibility for membership will only occur after having a referendum election and by an affirmative majority vote electing coverage.

28.2 Each law enforcement member who retires on length of service or medical disability shall receive a one (1) grade promotion (non-economic) and shall be issued a badge and identification card clearly marked retired.

28.3 All sworn Law Enforcement members who enter the Florida Retirement System shall have their seven percent (7%) pension contribution ceased. Those monies shall be retained by the sworn Law Enforcement member.

28.4 All sworn Law Enforcement members who enter the Florida Retirement System and are employed on October 1, 2007 shall receive the following lump sum payment (1) At least ten (10) years of service but less fifteen (15) years shall receive a one-time bonus of five hundred (\$500.00) dollars of every year of service. (2) At least fifteen (15) years of service up to twenty (20) years shall receive a one-time bonus of seven hundred (\$750.00) dollars of every year of service.

ARTICLE 29. TERM OF AGREEMENT

29.1 Except as specifically provided herein, this Agreement shall be effective October 1, ~~2022~~ 2028, and shall remain in full force and effect from October 1, ~~2022~~ 2025, until September 30, ~~2025~~ 2028.

29.2 No amendment to this Agreement will occur without agreement by both parties, in writing. Upon mutual agreement, the parties may reopen additional portions thereof for negotiations and possible amendment prior to the end of the term of the Agreement as indicated in 29.1

29.3 It is agreed and understood that this Agreement constitutes the whole Agreement between the City and the PBA, and that after a majority vote of those bargaining unit members voting approved said Agreement and that the Agreement was also approved by the City Commission, shall become effective as indicated in 29.1 above.

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, ~~2022~~ 2026 BETWEEN THE RESPECTIVE PARTIES THROUGH AN AUTHORIZED REPRESENTATIVE(S) OF THE CITY AND THE ASSOCIATION.

FOR THE CITY OF FLORIDA CITY

FOR THE SOUTH FLORIDA POLICE  
BENEVOLENT ASSOCIATION

\_\_\_\_\_  
~~Otis Wallace, Mayor~~

\_\_\_\_\_  
Steadman Stahl, President

Dr. James A. Poag, City Manager

\_\_\_\_\_  
Brendan Coyle, PBA Labor Counsel