



CITY OF ST. AUGUSTINE CITY COMMISSION
City Commission Meeting
MONDAY, SEPTEMBER 8, 2025 - 5:00 PM
ALCAZAR ROOM

1. CALL TO ORDER

- ◆ Roll Call
- ◆ Moment of Silence and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ◆ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

- 3.A. Proclamation 2025-26:** Proclaims September 2025 as National Recovery Month. (*N. Sikes-Kline, Mayor*)
- 3.B. Proclamation 2025-27:** Proclaims September 16, 2025, the 460th anniversary of the First Muster of Florida's Militia. (*N. Sikes-Kline, Mayor*)
- 3.C. Proclamation 2025-28:** Proclaims September 2025 as Spinal Cord Injury Awareness Month. (*N. Sikes-Kline, Mayor*)
- 3.D. Proclamation 2025-30:** Proclaims September 17th through September 23rd as Constitution Week. (*N. Sikes-Kline, Mayor*)

4. PUBLIC COMMENTS FOR GENERAL PUBLIC COMMENTS OR FOR AGENDA ITEMS NOT REQUIRING A SEPARATE PUBLIC HEARING

- ◆ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

7. GENERAL PUBLIC PRESENTATIONS, ITEMS OF GREAT PUBLIC IMPORTANCE, AND OTHER ITEMS REQUIRING PUBLIC HEARINGS

(PRESENTATIONS (MAXIMUM OF 10 MINUTES PER PRESENTATION)). PRESENTATIONS FOR COMMISSION MEETINGS MUST BE PRESENTED TO THE CITY MANAGER FOR APPROVAL NO LATER THAN TEN (10) WORKING DAYS PRIOR TO THE NEXT CITY COMMISSION MEETING. A PRESENTATION SUPPORT SERVICES REQUEST (AVAILABLE ON THE CITY'S WEBSITE) MUST ACCOMPANY ALL PRESENTATIONS.

7.A. General Public Presentations

7.B. Items of Great Public Importance

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

8.B. Ordinances - First Reading (only if required by law)

8.C. Resolutions - Public Hearing (only if required by law)

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.B. Resolutions

9.B.1. Resolution 2025-31: Approval of updated FDOT Reimbursement Agreement for the Removal, Preservation, and Replacement of the Historic Medici Lions. *(J. Webber, Grants Administration Coordinator)*

9.B.2. Resolution 2025-29: Naming of the Environmental Impact Award *(M. Wissel, Communications Director)*

10. STAFF REPORTS AND PRESENTATIONS

10.A. Proposed changes to the St. Augustine Rider (STAR) route for Nights of Lights. *(R. Franklin, Assistant City Manager)*

10.B. Amendment to the Feasibility Cost Share Agreement for the Back Bay Feasibility Study with Army Corp of Engineers. *(J. Beach, Chief Resilience Officer/Utilities and Public Works Deputy Director)*

10.C. Visitor Information Center, Certified Autism Center Recertification. *(J. Joyce, Visitor Services Supervisor)*

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

12.A. Request for one (1) appointment–Planning and Zoning Board (PZB). *(D. Galambos, City Clerk)*

12.B. Open Positions on Boards and Committees. *(D. Galambos, City Clerk)*

13. ITEMS BY CITY MANAGER

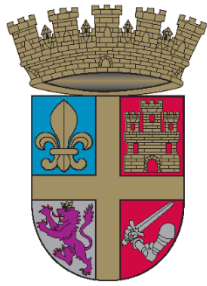
14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

NOTICES: In accordance with Florida Statute 286.0105: "if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." ***In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven days prior to the proceeding at the address given on the notice. Telephone 904-825-1007; 1-800-955-8771 (TDB) or 1-800-955-8770 (V) via Florida Relay Services. The materials prepared and presented are part of the City's ongoing Florida Public Records and Government in the Sunshine compliance and are not intended to be relied upon or to reach investors or the trading markets.

CONSENT AGENDA -

- CA.1.** Preview of upcoming Commission meetings.
- CA.2.** **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING: NONE.**
- CA.3.** **Reminder of Upcoming Meetings:**
- September 8, 2025 5:00PM—Regular City Commission Meeting
 - September 11, 2025 5:00PM—Community Redevelopment Special Budget Meeting
 - September 11, 2025 5:05PM—City Commission Special Budget Meeting
 - September 22, 2025 5:00PM—Regular City Commission Meeting
 - September 25, 2025 5:05PM—City Commission Special Budget Meeting
- CA.4.** **APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS: NONE.**
- CA.5.** **RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S): NONE.**
- CA.6.** **PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.**
- CA.7.** **NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.**
- CA.8.** Ratification of the Collective Bargaining Agreement between the City of St. Augustine and the Professional Firefighters of St. Augustine. (*D. Hayes, Human Resources Director*)
- CA.9.** Authorization for the City Manager to execute the Combined Subdivision Participation Form regarding the Opioid Litigation settlement between the State of Florida and the Secondary Manufacturers (*I. Lopez, City Attorney*)
- End Consent Agenda



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

***WHEREAS**, behavioral health is an essential part of health and one's overall wellness; and*

***WHEREAS** mental and/or substance use disorders affect all communities nationwide, but with commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery; and*

***WHEREAS**, preventing and overcoming mental and substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and*

***WHEREAS**, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and*

***WHEREAS**, the impact of substance use and/or mental health conditions is apparent in our local community, and treatment and recovery programs help more people achieve and sustain long-term recovery; and*

***WHEREAS**, to help more people achieve and sustain long-term recovery, the U.S. Department of Health, and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and The Oxford House network in Florida. invite all residents of St Augustine to participate in National Recovery Month.*

***NOW, THEREFORE**, the St. Augustine City Commission of the City of St. Augustine hereby proclaims the month of September 2025 as **NATIONAL RECOVERY MONTH** and encourages all citizens to observe this month with appropriate programs, activities, and ceremonies.*

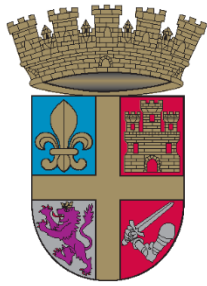
***IN WITNESS WHEREOF**, I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 8th day of September in the year of our Lord two thousand twenty-three and the four hundred and sixtieth year of the founding of St. Augustine, the Nation's Oldest City.*

2025-26

Nancy Sikes-Kline, Mayor

"Most Loyal and Valorous"

Title conferred upon the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

WHEREAS, the City of St. Augustine along with the Florida National Guard honor September 16, 1565, as the First Muster of a colonial militia and the date on which Governor Don Pedro Menendez de Aviles led 500 regular troops in defense of Spain's claim to la Florida, and

WHEREAS since September 16, 1565, the residents of the new settlement stood ready to protect and defend their new home, and

WHEREAS, the colonists of St. Augustine regularly served the presidio during Florida's earliest years, when subjects volunteered their service to maintain the authorized strength of the garrison thereby demonstrating personal commitment to this community, and

WHEREAS, the Florida National Guard continues this service as the military arm of the Governor and the people of the great State of Florida, and

WHEREAS, in 2025, nearly 12,000 highly trained, skilled, and dedicated men and women currently serve as Soldiers and Airmen for the Florida National Guard continuing the tradition of being "Always Ready...Always There."

NOW, THEREFORE, the St. Augustine City Commission of the City of St. Augustine hereby proclaims September 16, 2025, the **460th anniversary of the First Muster of Florida's Militia**, and urges all citizens to give proper recognition to the Soldiers and Airmen of this organization for their dedicated service to this community, state, and nation in times of war and peace.

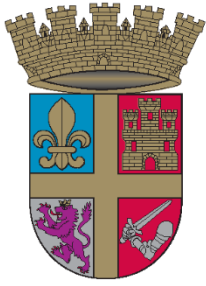
IN WITNESS WHEREOF, I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 8th day of September in the year of our Lord two thousand twenty-three and the four hundred and sixtieth year of the founding of St. Augustine, the Nation's Oldest City.

2025-27

Nancy Sikes-Kline, Mayor

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Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

***WHEREAS,** a spinal cory injury is an injury to an individual's spial cord resulting in temporary or permanent changes in the spinal cord's normal motor, sensory, or autonomic function; and*

***WHEREAS** those who sustain spinal cord injuries often face permanent and profound neurologic defects and accompanying paralysis; and*

***WHEREAS,** these injuries often result from car accidents, but they can also occur due to falls, acts of violence, sports injuries, and non-traumatic injuries such as a spinal disease. Regardless of the cause, spinal cord injuries can alter an individual's l life forever; and*

***WHEREAS,** currently, approximately 285,000 Americans are living with spinal cord injuries and roughly 17,500 new cases of spinal cord injuries occur each year. Each case is unique and affects each person's life in a different way; and*

***WHEREAS,** in September 2014, U.S. Senate Resolution 533 established September as National Spinal Injury Awareness Month; and*

***WHEREAS:** Spinal Cord Injury Awareness month provides for numerous organizations, including the United Spinal Association's Florida Chapter's, to generate greater awareness regarding the injury, educate the community at lard and promote research efforts to help those affected regain mobility.*

***NOW, THEREFORE,** the St. Augustine City Commission of the City of St. Augustine hereby proclaims September 2025, as **Spinal Cord Injury Awareness month**, and recognizes the achievements made and to continue these efforts by promoting the prevention and educating the public about the dangers of spinal cord injury.*

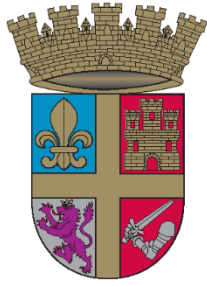
***IN WITNESS WHEREOF,** I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 8th day of September in the year of our Lord two thousand twenty-three and the four hundred and sixtieth year of the founding of St. Augustine, the Nation's Oldest City.*

2025-28

Nancy Sikes-Kline, Mayor

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Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

WHEREAS, Our Founding Fathers did decree and establish a Constitution for the United States of America, to acquire the good fortunes associated with personal freedom for theirs and future generations; and

WHEREAS, it is vitally important that the terms, conditions and meaning of the Constitution be fully understood by all citizens, that we may uphold, protect and defend it against possible infringement; and

WHEREAS, September 17th is the 237th Anniversary of the signing of our Constitution, which provides a momentous opportunity for all Americans to discover and recognize the accomplishments of our Forefathers, and to ponder the rights and privileges of citizenship as well as the responsibilities thereof; and

WHEREAS, the Regents Council of Northeast Florida, Daughters of the American Revolution, join the national celebration and this annual observance serves as a time for all citizens to hold dear and celebrate the rights, privileges, and responsibilities this document affords to us as Americans; and

WHEREAS, all American citizens should respect their independence as guaranteed by our Constitution with fitting ceremonies and commemorative activities during Constitution Week as ordered and proclaimed in 1956 by President Dwight D. Eisenhower and Congress of the United States of America.

*NOW THEREFORE, the City Commission of the City of St. Augustine, Florida, hereby proclaims September 17th through September 23rd as **CONSTITUTION WEEK** in the City of St. Augustine and urges all our citizens to pay special attention during this week to our Constitutional government and the advantage of American citizenship; and further invite every citizen and institution to join in this national commemoration.*

***IN WITNESS WHEREOF,** I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 9th day of September in the year of our Lord two thousand twenty-four and the four hundred and fifty-sixtieth year of the founding of St. Augustine, the Nation's Oldest City.*

2025-30

Nancy Sikes-Kline, Mayor

"Most Loyal and Valorous"

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CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: August 28, 2025

RE: Agenda Item: FDOT Reimbursement Agreement and Resolution 2025-31

The City of St. Augustine is coordinating with the Florida Department of Transportation (FDOT) to ensure the protection of the two historic Lion statues during their upcoming Seawall Improvement Project. FDOT is stipulating the City move forward with a new Resolution as the funding has been increased from \$100,000 to \$152,315.

FDOT has drafted an updated Reimbursement Agreement for execution by the City with this single change. Adoption of both the agreement and Resolution 2025-31 is required to authorize the City Manager to sign all related documents and execute the project.

Staff recommends approval of the updated Reimbursement Agreement and adoption of Resolution 2025-31.

If you concur with this matter, please place this item on the September 8th City Commission agenda under Section 9.B. Ordinances and Resolutions for consideration and adoption of the accompanying resolution.



Jacob Webber
Grants Administration Coordinator, General Services

JTW

Encl: Resolution 2025-31
FDOT Reimbursement Agreement

xc: C. Sakryd, Director, General Services
I. Lopez, City Attorney

RESOLUTION NO. 2025-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE CITY OF ST. AUGUSTINE TO FACILITATE THE REMOVAL, CONSERVATION, AND REINSTALLATION OF THE LION STATUES LOCATED ADJACENT TO THE BRIDGE OF LIONS FOR THE SEAWALL IMPROVEMENT PROJECT.

WHEREAS, the Florida Department of Transportation has proposed a Reimbursement Agreement, not to exceed \$152,315.00, to the City of St. Augustine for the removal, conservation and reinstallation of the lion statues located adjacent to the Bridge of Lions; and

WHEREAS, the Agreement requires the City of St. Augustine to adopt a Resolution authorizing its City Manager to execute such Agreement; and

WHEREAS, the City Attorney for the City of St. Augustine has approved the agreement as to form, content, and legal sufficiency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, THAT:

Section 1. The City Commission of the City of St. Augustine, Florida, hereby authorizes the City Manager to execute the State of Florida, Department of Transportation, Reimbursement Agreement. The City Commission further authorizes the City Manager to complete and execute all documents necessary to seek and receive the grant funds described and all other vendor contracts necessary to complete the Project.

Section 2. The City shall complete the requirements within the Agreement before the commencement and after the completion of the Seawall Project.

ADOPTED in Regular Session of the City Commission for the City of St.
Augustine, Florida, this _____ day of _____ 2025.

CITY OF ST AUGUSTINE

Nancy Sikes-Kline, Mayor

ATTEST:

Darlene, Galambos, City Clerk
(Seal)

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the City of St. Augustine ("Agency" or "Recipient").

-RECITALS-

1. Pursuant to Financial Project Number **428271-2-53-01** ("Project"), the Agency will facilitate the removal, scanning, molding, conserving, storing, reinstalling, and other associated work with the two (2) marble Lions sculptures ("Lions") on the West Side of the Bridge of Lions located in St. Augustine, Florida, to accommodate, the Department's separate seawall improvement project, , as further described in attached **Exhibit "A"** ; and
2. The Department is fee simple owner of State Road 5 / A1A ("SR 5A"); and
3. The Agency owns the Lions and property for which they are placed; and
4. The Project is located within the Agency's jurisdictional limits with impacts to the Department's right of way; and
5. The Department shall fund the Project in accordance with the Schedule of Financial Assistance as more particularly shown in **Exhibit "B"** and Contract Payment Requirements in **Exhibit "F"**; and
6. The Department's ability to fund the Project is wholly contingent upon appropriation of funds to the Department; and
7. The Agency, by resolution, which is attached as **Exhibit "C"**, has authorized execution of this Agreement on its behalf; and

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The Agency shall complete the Project, inclusive of Final Acceptance by the Department, on or before **December 31, 2028** ("Expiration Date") **and in accordance with the schedule established in Exhibit A.** In the event the Agency does not complete the Project by the Expiration Date, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the Expiration Date is requested by the Agency and agreed to by both parties in writing prior to close of business on the Expiration Date. Expiration of this agreement will be considered termination of the Project. The cost of any work performed after the Expiration Date of this Agreement will not be reimbursed by the Department.

4. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

5. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PROJECT FUNDING AND AUDITS

A. The Department's maximum participation shall be an amount up to and not to exceed One Hundred Thousand Dollars and 0/100 Dollars (**\$152,315.00**) ("Maximum Participation Amount"). Funding shall be programmed as One Hundred Thousand Dollars and 0/100 Dollars (**\$152,315.00**). The Agency agrees to bear all expenses in excess of the Department's Maximum Participation Amount, as outlined in **Exhibit "B"**.

1. The Agency shall submit all invoices for payment to D2.LGP_invoicing@dot.state.fl.us immediately upon receipt by the Agency of the same.
2. The Parties agree that at such time as the Department has reached the Maximum Participation Amount, the Agency shall immediately bear all expenses in excess of the Maximum Participation Amount from that point forward.

B. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit. Specifically, the Agency shall be required to comply as follows:

RECORDS RETENTION: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The Agency shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the Department.

7. COMPENSATION AND PAYMENT

- a. The Department shall reimburse the Agency for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Agency shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges.
- e. **Travel expenses are not compensable under this Agreement.**
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes.
☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum

performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed to the extent of the non-performance. The Agency will not be reimbursed until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients of financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for an Agency or Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Agency agrees to provide progress reports along with invoices no more often than monthly and no less than quarterly to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Agency must submit the final invoice on the Project to the Department within 120-days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from

the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any funds made available to the Agency by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

In determining the amount of the payment, the Department will exclude all project costs incurred by the Agency prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved **Schedule of Financial Assistance in Exhibit "B"** for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. PLACEMENT ON CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. COMPLETION OF THE PROJECT

A. If the Agency abandons or, before completion, discontinues the Project, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

B. Upon final payment to the contractor for the entire Project, the Agency shall, within one hundred twenty (120) days, furnish the Department with two (2) copies of its final and complete billing of all cost incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the job estimate. The final billing shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest items of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, or the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

10. ACCESS TO RECORDS

A. The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

B. The Agency shall make the project records available to the Department for inspection and shall require its consultants to permit the Department's authorized representatives to inspect all work, payrolls, records, and to audit the books, records and accounts pertaining to the financing, development and construction of the Project.

11. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

Execution of this Reimbursement Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of the Agency's non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred as a result of such Agency non-compliance.

12. INDEMNIFICATION

A. The Agency shall, subject to the limitations set forth in Section 16 below, promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's acts or omissions ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for the Department's negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

13. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time. The limit of the Department's liability for breach of this Agreement shall be identical to the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

14. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

15. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

16. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

17. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

18. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing

herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

19. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

20. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

21. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

22. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

23. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

24. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

25. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

26. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

27. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of the Agreement remain enforceable.

28. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

29. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

30. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Agency or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records as pertains to this Agreement or the Project described herein that are the in possession of Agency and Agency shall promptly provide the Department a copy of Agency's response to each such request.

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

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

31. COMPLIANCE WITH STATUTE

The Agency agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the Agency has caused this Agreement, consisting of fifteen (15) pages, to be executed on its behalf this _____ day of _____, 2025, by the City of St Augustine, Florida, authorized to enter into and execute same by Resolution Number _____ attached hereto as **Exhibit "C"**, and the Department has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this _____ day of _____, 2025.

CITY OF ST AUGUSTINE

WITNESS: _____

Print: _____

BY: _____
City Manager, City of St Augustine

Legal Review:

Legal Counsel for Agency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____
OFFICE OF DISTRICT 2 SECRETARY

BY: _____
DISTRICT 2 SECRETARY

Legal Review:

Legal Counsel for Department

EXHIBIT "A"
(PROJECT DESCRIPTION AND RESPONSIBILITIES)

This exhibit forms an integral part of that certain Construction Reimbursement Agreement between the State of Florida Department of Transportation (Department) and the City of St. Augustine (Agency), dated _____.

PROJECT LOCATION:

SR 5A / A1A at west side of the Bridge of Lions

PROJECT DESCRIPTION AND RESPONSIBILITIES:

Facilitate the removal, scanning, molding, conserving, storing, reinstalling, and other associated work with the two (2) Lions from the West Side of the Bridge of Lions to accommodate the Department's separate seawall improvement project.

The Agency shall commence the Project activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

Removal of the Lions to be completed by January 31, 2026, prior to the Department's Seawall Project FPID 428271-2-52-01.

Replacement of the Lions to commence upon the Department's Final Acceptance of the Seawall Project FPID 428271-2-52-01

Final Contract Completion for the purposes of this agreement is on or before December 31, 2028

Time Extension is granted only for circumstances beyond the Agency's control.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Agency shall obtain appropriate permits and approvals prior to commencement of the removal and prior to the commencement of the replacement of the Lions.

**(SCHEDULE OF FINANCIAL ASSISTANCE)
EXHIBIT B**

City of St Augustine 75 King Street St Augustine, FL 32084	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION REIMBURSEMENT AGREEMENT	Financial Project ID: 428271-2-53-01
		Contract Number:

PROJECT DESCRIPTION

Name: Removal and storage of the two (2) Lions on the west side of the Bridge of Lions prior to the FDOT Seawall project and replace them both after construction.

Termini: State Road 5 / A1A ("SR 5A")

Scope of Work: Facilitate the removal, scanning, molding, conserving, storing, reinstalling, and other associated work with the two (2) Lions from the West Side of the Bridge of Lions to accommodate the Department's separate seawall improvement project.

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(3) STATE & FEDERAL FUNDS (100%)
Removal, Storage and Replacement of the Lions from Bridge of Lions Phase 53			
<u>2026-2027</u>	<u>\$152,315</u>	<u> </u>	<u>\$152,315</u>
Total Cost of Department's Participation	\$152,315		\$152,315

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans
District Grant Manager Name

Signature Date

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT “C”
(Resolution)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: September 8, 2025

RE: Naming the Environmental Impact Award

At the August 11, 2025, City Commission meeting, a modification to Resolution 2025-06 was presented to establish policies and procedures creating an Environmental Impact Award.

The establishment of the award was agreed upon, the material award, a distinctive, traditional framed photograph of the Roseate Spoonbill by award-winning photographer Bobby VanMierop, was selected (see attached photo), and Mayor Sikes-Kline suggested creating a formal name for the award.

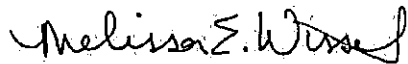
One correction was noted in Section 1 (Nominations), D. Environmental Impact, paragraph 2 to remove "or St. Johns."

After further discussion with Vice Mayor Blonder, I would like to submit on her behalf the following formal name of the award for consideration by the City Commission:

***WHEREAS**, the name of this new award shall be the Red Cedar Award for Environmental Impact, named after our City Tree, with consideration to the City's tradition of dignified civic honors, ensuring alignment with the cultural and historical values of our city;*

I request this item be placed on the agenda for the September 8, 2025, City Commission meeting under Resolution 2025-29.

Respectfully,

A handwritten signature in black ink, appearing to read "Melissa E. Wissel". The signature is fluid and cursive, with the first name "Melissa" being more prominent.

Melissa Wissel, Communications Director



Figure 1: Image 00067f

RESOLUTION 2025-29

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA MODIFYING AND UPDATING RESOLUTION 2025-06; ESTABLISHING POLICIES AND PROCEDURES FOR THE CREATION OF THE RED CEDAR AWARD FOR ENVIRONMENTAL IMPACT BY THE CITY COMMISSION.

WHEREAS, the St. Augustine City Commission, from time to time, recognizes individuals and institutions for their service to the community with the presentation of awards, and

WHEREAS, the Commission currently presents four awards: Order of la Florida, de Aviles Award, Adelaide Sanchez Award, and Citizenship Award; and

WHEREAS, the original four awards were created over a period of many years by separate acts of the Commission, and

WHEREAS, the desire to create a new award recognizing individuals and organizations for significant contributions to the positive impacts of conserving, maintaining, and enhancing the environmental wellness/well-being and natural resources of our community, including ecosystem services and environmental advocacy; and

WHEREAS, the name of this new award shall be the Red Cedar Award for Environmental Impact, named after our City Tree, with consideration to the City's tradition of dignified civic honors, ensuring alignment with the cultural and historical values of our city;

WHEREAS, each award carries distinct criteria for its recipients and the presentation of each award is unique, and

WHEREAS, each award has a slightly different process for nomination and selection of recipients that would benefit by having a simplified and scheduled process; and

WHEREAS, bringing the criteria and process of the Commission's four awards together by resolution will serve to increase an understanding of the significance of each award and each and every recipient;

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, THAT THE FOLLOWING BE ADOPTED, CONFIRMED, AND RATIFIED:

Section 1. Nominations for Order of la Florida, de Aviles Award, Adelaide Sanchez Award, Red Cedar Award for Environmental Impact, and Citizenship Award shall be as follows:

A. Nominations for Order of La Florida, de Aviles Award, Adelaide Sanchez, and the Red Cedar Award for Environmental Impact, will be:

1. Made by a member of the City Commission, filed with the City Manager in writing and include nominee's name, address, age and biographical background showing qualifications;
2. Placed by the City Manager on the next City Commission meeting agenda,
3. Determined by majority vote approval of the City Commission.

Award recipients will be notified by the City Manager concerning the award and the presentation will be scheduled for a future regular City Commission meeting.

In the event the City Manager receives more than one nomination; the same procedure shall be followed for each one. The City Manager shall note the order in which the nominations were received.

B. Nominations for Citizenship Awards will be:

1. Chosen based on the Character Counts program of participating St. Johns County schools, if applicable, or a high-school-graduating aged student who has demonstrated interest and volunteerism in programs, events, or nonprofit organizations in the City of St. Augustine.
2. Each school or nominating entity will notify the City of St. Augustine Communications Department the name of one student, their address, and include a letter of endorsement.
3. Nominations will be submitted by a calendar date deadline, to be established and announced annually by the City of St. Augustine.
4. The City Manager shall place the nominations on the Consent Agenda in a Memorandum for approval by the City Commission prior to the scheduled award presentation.
5. Awards are determined by majority vote approval of the City Commission.

Award recipients will be notified by the Communications Department concerning the award and the presentation will be scheduled for a future regular City Commission meeting.

Section 2. Order of la Florida, de Aviles Award, Adelaide Sanchez Award, and Citizenship Award each have specific criteria for recipients and award presentations as

follows:

A. Order of La Florida

1. Recipient: Person(s) who have, over a long period of time, unselfishly devoted their time and talent to the welfare and betterment of our citizens and heritage and who have exemplified the finest qualities of citizenship and have contributed extraordinary services to the community.
2. Couples nominated will be treated as one recipient.
3. Qualifications: Must be at least 55 years of age. Membership limited to 10 living persons at any one time.
4. Award: Distinctive, traditional framed certificate presented by the Commission in a ceremony at one of its regular meetings.

B. de Aviles Award

1. Recipient: Those identified in the field of public service (elected, appointed, or employed) or those (resident or non-resident) well-known and respected by the citizenry who have dedicated and honorable service to the community of St. Augustine and St. Johns County. The award may be presented posthumously.
2. Qualifications: The number of awards is limited to one per year.
3. Award: Distinctive, traditional framed certificate presented by the Commission in a ceremony at one of its regular meetings.

C. Adelaide Sanchez Award for Historic Preservation, Restoration, Education, and Interpretation

1. Recipient: Persons who are recognized by the City Commission for significant achievement in the restoration, preservation, education and interpretation of historic resources in the City of St. Augustine.
2. Qualifications: Two awards are presented annually, one recognizing achievement in restoration and/or preservation of historic resources, and the other for education and interpretation of historic resources.
3. Award: Limited edition statuette of a lion from the Bridge of Lions, with customized, engraved name plate presented by the Commission in a ceremony at one of its regular meetings.

D. Red Cedar Award for Environmental Impact

1. Recipient: Person(s) or organization who have made significant contributions to the positive impacts of preserving, maintaining, and enhancing the environmental wellness/well-being and natural resources of our community, including ecosystem services, environmental advocacy, and/or reducing negative environmental effects and/or impacts.
2. Qualifications: Must be a resident of the City of St. Augustine or St. Johns County for a minimum of five years; or have contributed directly to a project, or multiple projects, in the City of St. Augustine for a minimum of

five years; and demonstrated positive environmental impact through measurable or tangible means.

This award is limited to one nomination per year and may be presented for past significant work.

3. Award: Distinctive, traditional framed photograph or commissioned painting of an animal, natural habitat, or natural resource, representative of the local, native environment

E. Citizenship Awards

1. Recipient: A graduating high school senior already being recognized through the Character Counts program, if applicable, or a high-school-graduating aged student who has demonstrated interest and volunteerism in programs, events, or non-profit organizations in the City of St. Augustine.
2. Qualifications: They must be a resident of the City of St. Augustine or have been active in supporting its history, culture, or people.
3. Award: A city lapel pin, and \$500 scholarship award will be presented by the Commission in a ceremony at one of its regular meetings prior to high school graduation.

Section 3. The nomination, selection and presentation of the Order of la Florida, de Aviles Award, Adelaide Sanchez Award, Red Cedar Award for Environmental Impact, and Citizenship Award are presented on the following schedule, as appropriate:

A. de Aviles Award

1. Nominations: November
2. Selection: December
3. Presentation: February, second meeting, near February 15, the birth anniversary of Pedro Menendez de Aviles.

B. Citizenship Awards

1. Nominations: Will be submitted to the City by the participating school, a nominating entity, or an individual by a calendar date deadline, to be established and announced annually by the City of St. Augustine
2. Selection: Nominations will be reviewed, approved, and submitted for the Consent Agenda prior to being scheduled for presentation.
3. Presentation: Awards will be scheduled for presentation at a City Commission meeting in April to coincide with end-of-year awards.

C. Adelaide Sanchez Award

1. Nominations: February
2. Selections: March

3. Presentation: May, first meeting to coincide with Historic Preservation Month.

D. Order of la Florida

1. Nominations: June, if a vacancy exists.
2. Selection: July
3. Presentation: September, first meeting, near September 8, the anniversary of the city's founding.

E. Environmental Impact Award

1. Nomination: January
2. Selection: February
3. Presentation: April, first meeting, to coincide with Earth Month and to allow for presentation of Citizenship Awards

Section 4. The City Commission may vary the schedule for the nomination, selection, or presentation of any award as determined by a majority of the City Commission.

Section 5. Rules and procedures for the Order of la Florida, de Aviles Award, Adelaide Sanchez Award, and Citizenship Award previously adopted as resolutions by the City Commission are superseded by this resolution, including 1975-14, 1977-02, 2000-25, 2013-03, 2013-40, 2017-08, and 2022-11.

Section 6. This resolution shall become effective immediately upon adoption by the City Commission

ADOPTED in Regular Session of the City Commission for the City of St. Augustine,

Florida this _____ day of _____, 2025.

CITY OF ST. AUGUSTINE, FLORIDA

Nancy Sikes-Kline, Mayor – Commissioner

ATTEST:

Darlene Galambos, City Clerk

**Alternative Option for
Resolution 2025-29
Naming Environmental Impact Award**

RESOLUTION 2025-29

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA MODIFYING AND UPDATING RESOLUTION 2025-06; ESTABLISHING POLICIES AND PROCEDURES FOR THE CREATION OF THE ENVIRONMENTAL IMPACT AWARD BY THE CITY COMMISSION.

WHEREAS, the St. Augustine City Commission, from time to time, recognizes individuals and institutions for their service to the community with the presentation of awards, and

WHEREAS, the Commission currently presents four awards: Order of la Florida, de Aviles Award, Adelaide Sanchez Award, and Citizenship Award; and

WHEREAS, the original four awards were created over a period of many years by separate acts of the Commission, and

WHEREAS, the desire to create a new award recognizing individuals and organizations for significant contributions to the positive impacts of conserving, maintaining, and enhancing the environmental wellness/well-being and natural resources of our community, including ecosystem services and environmental advocacy; and

WHEREAS, the name of this new award shall be the Environmental Impact Award, with consideration to the City's tradition of dignified civic honors, ensuring alignment with the cultural and historical values of our city;

WHEREAS, each award carries distinct criteria for its recipients, and the presentation of each award is unique, and

WHEREAS, each award has a slightly different process for nomination and selection of recipients that would benefit by having a simplified and scheduled process; and

WHEREAS, bringing the criteria and process of the Commission's four awards together by resolution will serve to increase an understanding of the significance of each award and each and every recipient;

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, THAT THE FOLLOWING BE ADOPTED, CONFIRMED, AND RATIFIED:

Section 1. Nominations for Order of la Florida, de Aviles Award, Adelaide Sanchez Award, Environmental Impact, and Citizenship Award shall be as follows:

A. Nominations for Order of La Florida, de Aviles Award, Adelaide Sanchez, and Environmental Impact Award will be:

1. Made by a member of the City Commission, filed with the City Manager in writing and include nominee's name, address, age and biographical background showing qualifications;
2. Placed by the City Manager on the next City Commission meeting agenda,
3. Determined by majority vote approval of the City Commission.

Award recipients will be notified by the City Manager concerning the award and the presentation will be scheduled for a future regular City Commission meeting.

In the event the City Manager receives more than one nomination; the same procedure shall be followed for each one. The City Manager shall note the order in which the nominations were received.

B. Nominations for Citizenship Awards will be:

1. Chosen based on the Character Counts program of participating St. Johns County schools, if applicable, or a high-school-graduating aged student who has demonstrated interest and volunteerism in programs, events, or nonprofit organizations in the City of St. Augustine.
2. Each school or nominating entity will notify the City of St. Augustine Communications Department the name of one student, their address, and include a letter of endorsement.
3. Nominations will be submitted by a calendar date deadline, to be established and announced annually by the City of St. Augustine.
4. The City Manager shall place the nominations on the Consent Agenda in a Memorandum for approval by the City Commission prior to the scheduled award presentation.
5. Awards are determined by majority vote approval of the City Commission.

Award recipients will be notified by the Communications Department concerning the award and the presentation will be scheduled for a future regular City Commission meeting.

Section 2. Order of la Florida, de Aviles Award, Adelaide Sanchez Award, and Citizenship Award each have specific criteria for recipients and award presentations as follows:

A. Order of La Florida

1. Recipient: Person(s) who have, over a long period of time, unselfishly devoted their time and talent to the welfare and betterment of our citizens and heritage and who have exemplified the finest qualities of citizenship and have contributed extraordinary services to the community.
2. Couples nominated will be treated as one recipient.
3. Qualifications: Must be at least 55 years of age. Membership limited to 10 living persons at any one time.
4. Award: Distinctive, traditional, framed certificate presented by the Commission in a ceremony at one of its regular meetings.

B. de Aviles Award

1. Recipient: Those identified in the field of public service (elected, appointed, or employed) or those (resident or non-resident) well-known and respected by the citizenry who have dedicated and honorable service to the community of St. Augustine and St. Johns County. The award may be presented posthumously.
2. Qualifications: The number of awards is limited to one per year.
3. Award: Distinctive, traditional framed certificate presented by the Commission in a ceremony at one of its regular meetings.

C. Adelaide Sanchez Award for Historic Preservation, Restoration, Education, and Interpretation

1. Recipient: Persons who are recognized by the City Commission for significant achievement in the restoration, preservation, education and interpretation of historic resources in the City of St. Augustine.
2. Qualifications: Two awards are presented annually, one recognizing achievement in restoration and/or preservation of historic resources, and the other for education and interpretation of historic resources.
3. Award: Limited edition statuette of a lion from the Bridge of Lions, with customized, engraved name plate presented by the Commission in a ceremony at one of its regular meetings.

D. Environmental Impact Award

1. Recipient: Person(s) or organization who have made significant contributions to the positive impacts of preserving, maintaining, and enhancing the environmental wellness/well-being and natural resources of our community, including ecosystem services, environmental advocacy, and/or reducing negative environmental effects and/or impacts.
2. Qualifications: Must be a resident of the City of St. Augustine or St. Johns County for a minimum of five years; or have contributed directly to a project, or multiple projects, in the City of St. Augustine for a minimum of five years; and demonstrated positive environmental impact through

measurable or tangible means.

This award is limited to one nomination per year and may be presented for past significant work.

3. Award: Distinctive, traditional framed photograph or commissioned painting of an animal, natural habitat, or natural resource, representative of the local, native environment

E. Citizenship Awards

1. Recipient: A graduating high school senior already being recognized through the Character Counts program, if applicable, or a high-school-graduating aged student who has demonstrated interest and volunteerism in programs, events, or non-profit organizations in the City of St. Augustine.
2. Qualifications: They must be a resident of the City of St. Augustine or have been active in supporting its history, culture, or people.
3. Award: A city lapel pin, and \$500 scholarship award will be presented by the Commission in a ceremony at one of its regular meetings prior to high school graduation.

Section 3. The nomination, selection and presentation of the Order of la Florida, de Aviles Award, Adelaide Sanchez Award, Environmental Impact, and Citizenship Award are presented on the following schedule, as appropriate:

A. de Aviles Award

1. Nominations: November
2. Selection: December
3. Presentation: February, second meeting, near February 15, the birth anniversary of Pedro Menendez de Aviles.

B. Citizenship Awards

1. Nominations: Will be submitted to the City by the participating school, a nominating entity, or an individual by a calendar date deadline, to be established and announced annually by the City of St. Augustine
2. Selection: Nominations will be reviewed, approved, and submitted for the Consent Agenda prior to being scheduled for presentation.
3. Presentation: Awards will be scheduled for presentation at a City Commission meeting in April to coincide with end-of-year awards.

C. Adelaide Sanchez Award

1. Nominations: February
2. Selections: March

3. Presentation: May, first meeting to coincide with Historic Preservation Month.

D. Order of la Florida

1. Nominations: June, if a vacancy exists.
2. Selection: July
3. Presentation: September, first meeting, near September 8, the anniversary of the city's founding.

E. Environmental Impact Award

1. Nomination: January
2. Selection: February
3. Presentation: April, first meeting, to coincide with Earth Month and to allow for presentation of Citizenship Awards .

Section 4. The City Commission may vary the schedule for the nomination, selection, or presentation of any award as determined by a majority of the City Commission.

Section 5. Rules and procedures for the Order of la Florida, de Aviles Award, Adelaide Sanchez Award, and Citizenship Award previously adopted as resolutions by the City Commission are superseded by this resolution, including 1975-14, 1977-02, 2000-25, 2013-03, 2013-40, 2017-08, and 2022-11.

Section 6. This resolution shall become effective immediately upon adoption by the City Commission

ADOPTED in Regular Session of the City Commission for the City of St. Augustine,

Florida this _____ day of _____, 2025.

CITY OF ST. AUGUSTINE, FLORIDA

Nancy Sikes-Kline, Mayor – Commissioner

ATTEST:

Darlene Galambos, City Clerk

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: August 27, 2025

RE: Staff Report: Proposed Changes to the St. Augustine Rider (STAR) for Nights of Lights

The City has been running the STAR Circulator for over 2 years and has found that during Nights of Lights the downtown route is not effective due to heavy congestion. Staff proposes to change the route for the STAR Circulator during Nights of Lights from November 16, 2025, to January 11, 2026, to provide a service to the City of St. Augustine Beach and back.

The current grant funding would be utilized and is allowable per FDOT. Attached is the proposed beach route flyer which includes the number of stops and timing schedule. The current plan is to service each stop every thirty minutes. Staff are prepared to provide a brief presentation and will be available to answer questions.

If the City Commission approves the new route, staff will coordinate with the City of St. Augustine Beach City Manager to present the proposal to the City of St. Augustine Beach's City Commission for approval.

Please let me know if you have any questions.

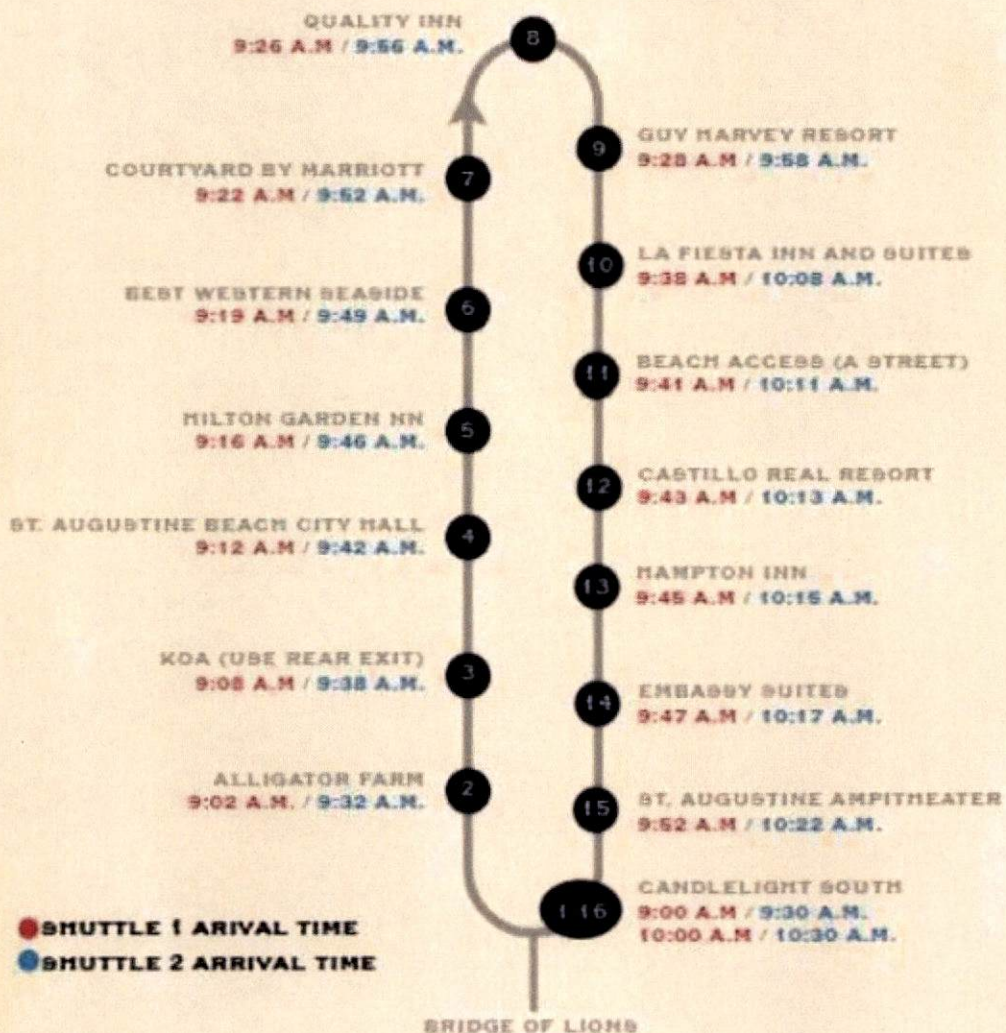


Reuben C. Franklin Jr., P.E.
Assistant City Manager

Attachments: Proposed Route Flyer
Presentation

STAR

ST. AUGUSTINE RIDER
BEACH ROUTE TIMING



Proposed Changes to the
St. Augustine Rider (STAR)
for
Nights of Lights

City Commission

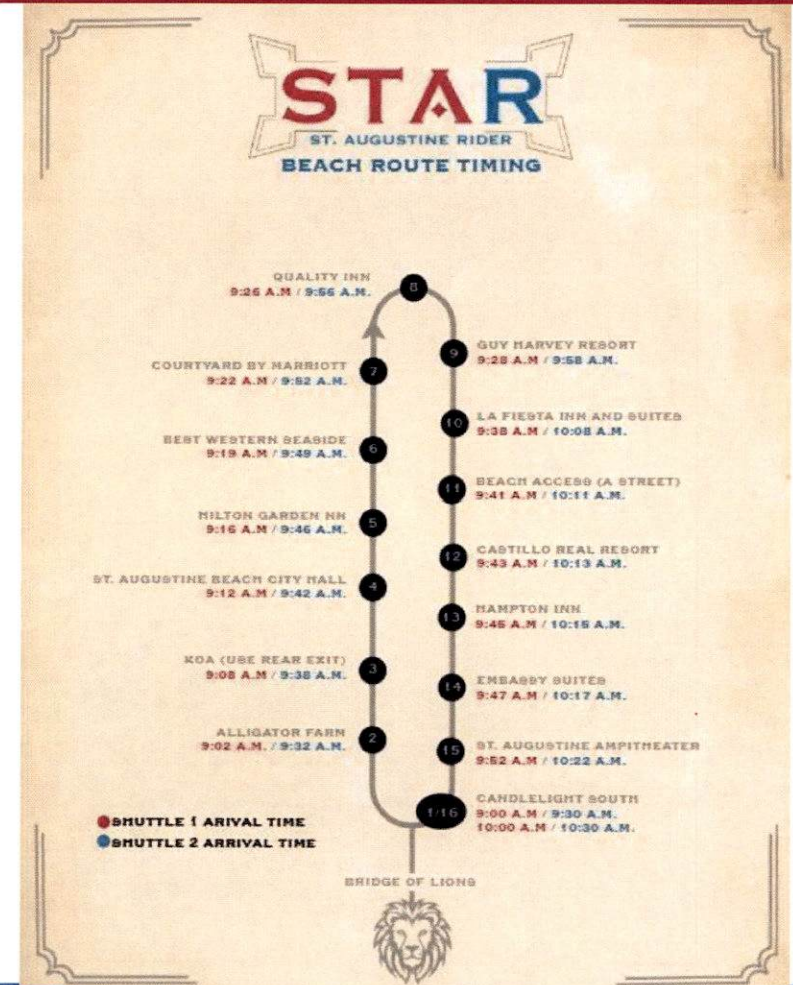
September 8, 2025



CITY OF
ST. AUGUSTINE
EST. 1565

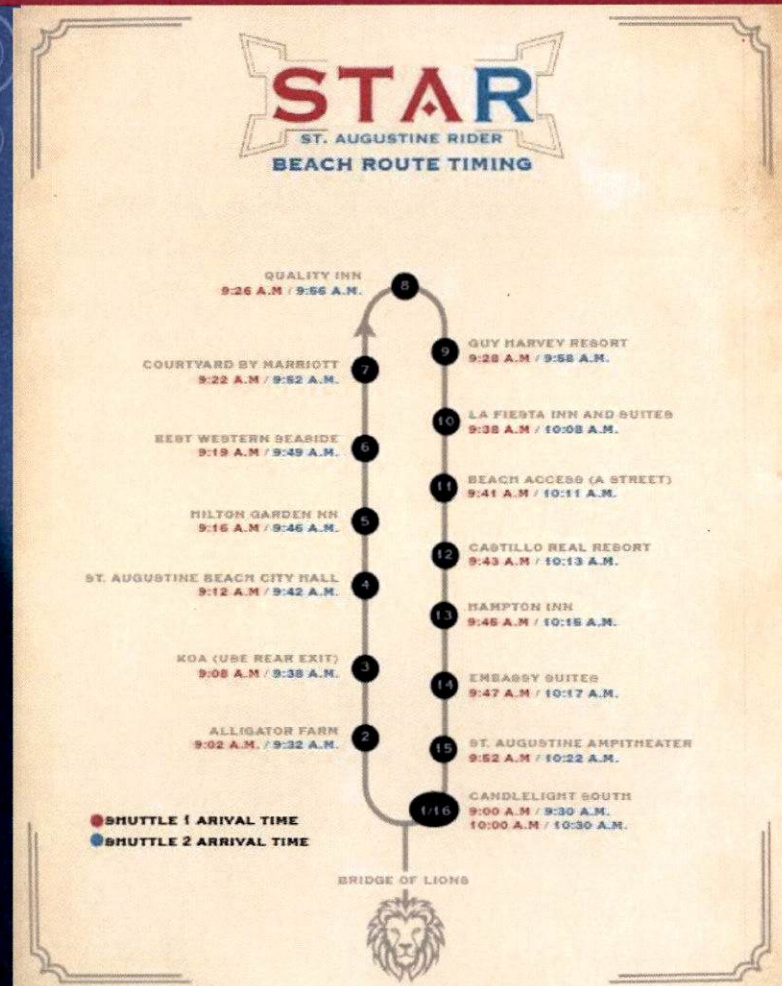
Nights of Lights STAR Circulator Route

- Use the STAR Circulator to provide shuttle service to St. Augustine Beach
- 16 stops with 30-minute intervals
- November 16 – January 11
- 5pm to 11pm



CITY OF
ST. AUGUSTINE
EST. 1565

Nights of Lights STAR Circulator Route



CITY OF
ST. AUGUSTINE.
EST. 1565

Nights of Lights STAR Circulator Route

- STAR stop by the Bridge of Lions is proposed to be on Gerado St in South Davis Shores
- STAR cannot cross the Bridge of Lions due to congestion
- The route uses the traffic light at Matanzas to avoid heavy congestion that builds on Anastasia Blvd



CITY OF
ST AUGUSTINE.
EST. 1565

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP, City Manager
Isabelle Lopez, City Attorney

DATE: August 28, 2025

RE: Agenda Item for September 8, 2025 Commission Meeting
Amendment #1, Feasibility Cost Share Agreement for the Back Bay Feasibility Study between the
Army Corp of Engineers and the City of St. Augustine

In 2018, the City of St. Augustine submitted an application to be considered for the Back Bay Feasibility Study with the Army Corp of Engineers (ACOE). The purpose of the ACOE Study would be to evaluate the waterway, coastline and City infrastructure to determine possible engineered projects to help eliminate or mitigate the threats from high tide events, storms and SLR. The study would be related to the ACOE's mission to reduce the risks from natural disasters and energize the economy.

Subsequently, the City officially entered into a Feasibility Cost Share Agreement for the Back Bay Feasibility Study with the Army Corp of Engineers on January 9, 2023. The cost of the study is typically shared 50:50 between the local sponsor (City) and federal sponsor (ACOE). The initial cost share amount for the City was \$1.5M coming from ARPA funds and the initial cost share amount for ACOE was \$1.5M. Once the agreement was signed and executed, the project scoping began, priorities identified and preliminary analysis completed. The current total cost of the study is \$7,550,000 and will be completed September 15, 2028 with the execution of the Chief's Report. Public outreach has been conducted throughout the process and will continue until completion.

Currently, the project is now fully funded with additional funding becoming available in the amount of \$4,300,000 of federal Disaster Relief Supplemental Appropriations (DRSAA) funds. This eliminates the need for the City to contribute the anticipated additional \$2,025,000 of local sponsor cost share that was being planned and budgeted for. Therefore, this amendment authorizes the use of DRSAA funds and we request that the Commission approve this amendment for formal execution. There are four (4) copies of the amendment that must be executed and returned to the ACOE.

If you should have any questions, please do not hesitate to contact me at (904) 209-4227 or jbeach@citystaug.com.



Jessica L. Beach, P.E.
Chief Resilience Officer
Utilities and Public Works Deputy Director

Attachments: St Augustine FCSA Amendment No. 1-for signature
Sponsor Instructions for Agreement Execution
Supporting Documentation for FCSA Amendment No. 1 (Presentation to Commission)

cc: City Attorney & Department Heads

St. Augustine, Florida Back Bay Coastal Storm Risk Management (CSRM) Feasibility Study

CITY COMMISSION PRESENTATION
SEPTEMBER 8, 2025

Presented by:

Jason Harrah, Senior Project Manager (Jacksonville District, USACE)

Jessica Beach, Chief Resilience Officer (City of St. Augustine)



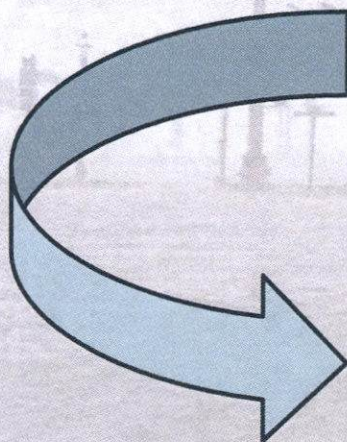


BOTTOM LINE UP FRONT!



BUILDING STRONG

Briefing Purpose: Request City Commission approval and authorize Mayor to execute Feasibility Cost Share Agreement (FCSA) Amendment #1. This Amendment authorizes **\$4,300,000 of federal Disaster Relief Supplemental Appropriations (DRSAA) funds to complete study efforts and replaces \$2,025,000 of remaining city funds that would've been required through 2028.**



FY	Study Cost		100% DRSAA (Fed) Revised Allocations
	Fed	NF	
22	\$200,000	\$1,500,000	
23	\$1,000,000	\$0	
24	\$300,000	\$0	
25	\$580,000	\$580,000	\$500,000
26	\$420,000	\$420,000	\$1,500,000
27	\$1,000,000	\$750,000	\$1,500,000
28	\$275,000	\$275,000	\$1,050,000
Totals	\$3,775,000	\$3,525,000	\$4,550,000

Total Cost Shared	\$3,000,000
Total DRSAA Fed	\$4,550,000
Total Approved	\$7,550,000

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STUDY OVERVIEW



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Study Authority: House Resolution 2646 (June 21, 2000): St. Johns County, Florida

Resolved by the Committee on Transportation and Infrastructure of the United States House of Representatives, That in accordance with Section 110 of the River and Harbor Act of 1962, the Secretary of the Army, acting through the Chief of Engineers, is **requested to survey the shores of St. Johns County, Florida**, with particular reference to the advisability of providing beach erosion control works in the area north of St. Augustine Inlet, the shoreline in the vicinity of Matanzas Inlet, and adjacent shorelines, as may be necessary in the interest of **hurricane protection, storm damage reduction, beach erosion control, and other related purposes.**

Non-Federal Sponsor: City of St. Augustine (COSA)

POC: Jessica Beach, P.E., Chief Resilience Officer, jbeach@citystaug.com

Study Area

- Entire COSA Municipal Boundary
- 17 Distinct Neighborhoods
- 3 Separate Land Masses
- Interconnected Water Bodies

Objectives to be achieved within the City of St. Augustine over a 50-year period of analysis are to...

1. Manage risk of coastal flood damages.
2. Manage risk to health and life-safety.
3. Manage risk to cultural and natural resources.
4. Manage flooding impacts to the local economy.

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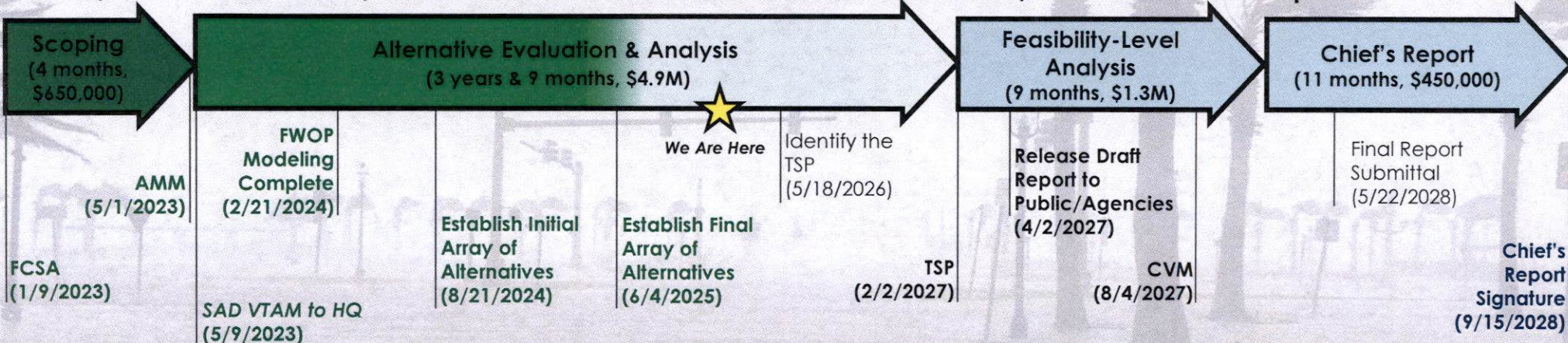
STUDY SCHEDULE & BUDGET



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Schedule: January 2023 (start) to September 2028 (finish)

Cost: \$7.3M Total, Initial \$3M Cost Shared 50% Fed, 50% Non-Fed and \$4.3M 100% Fed as per FCSA Amend.



Key Components of the Study Scope:

- Entire City of St. Augustine (COSA)
- Compound Flooding
- Full Array of Alternatives & Comprehensive Benefits
- Environmental Impact Statement (EIS) Likely
- Robust Community Outreach

Acronyms

FCSA = Feasibility Cost Share Agreement
AMM = Alternatives Milestone Meeting
FWOP = Future Without Project
SAD = South Atlantic Division
VTAM = Vertical Team Alignment Memo
HQ = Headquarters
TSP = Tentatively Selected Plan
CVM = Command Validation Milestone
ADM = Agency Decision Milestone

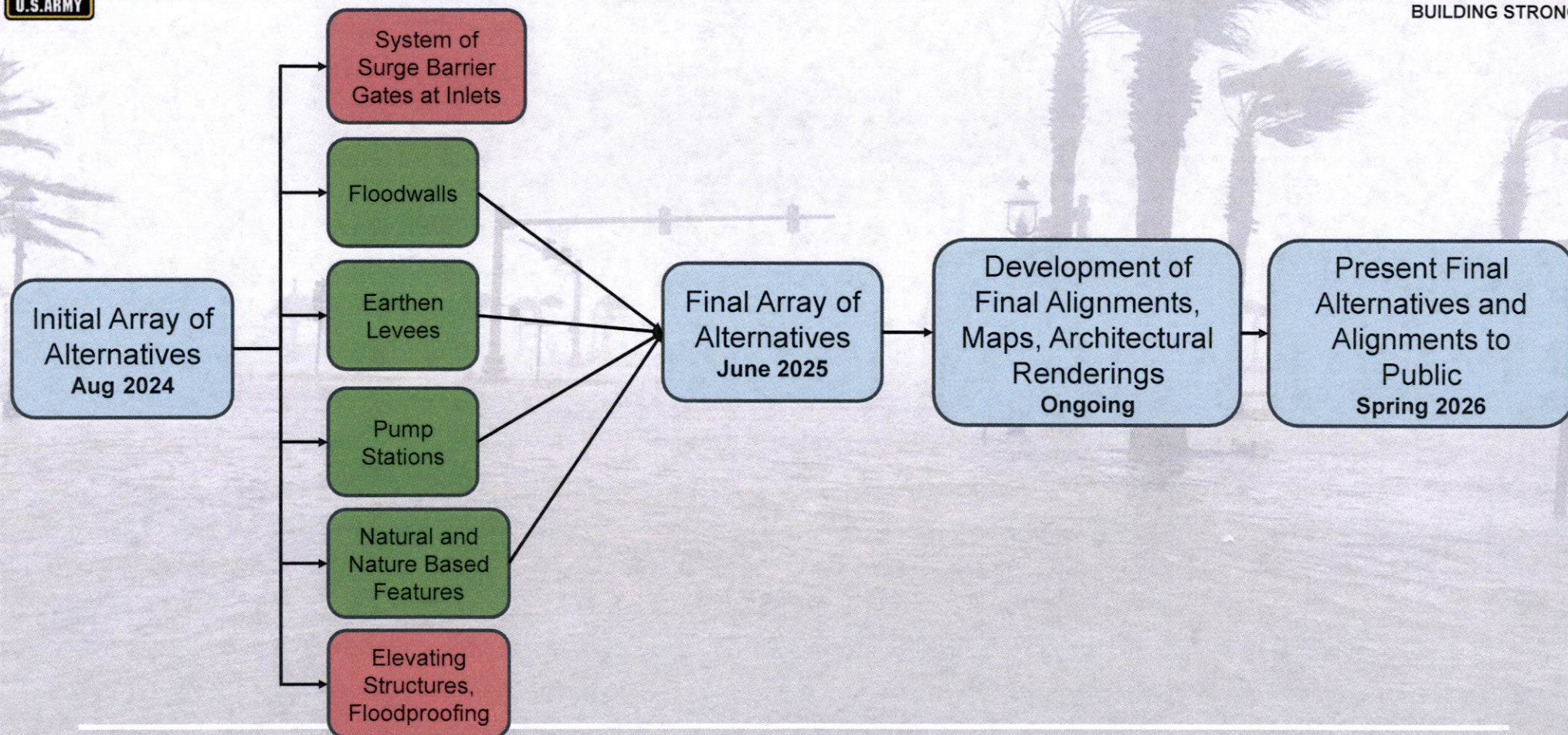
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ALTERNATIVE DEVELOPMENT



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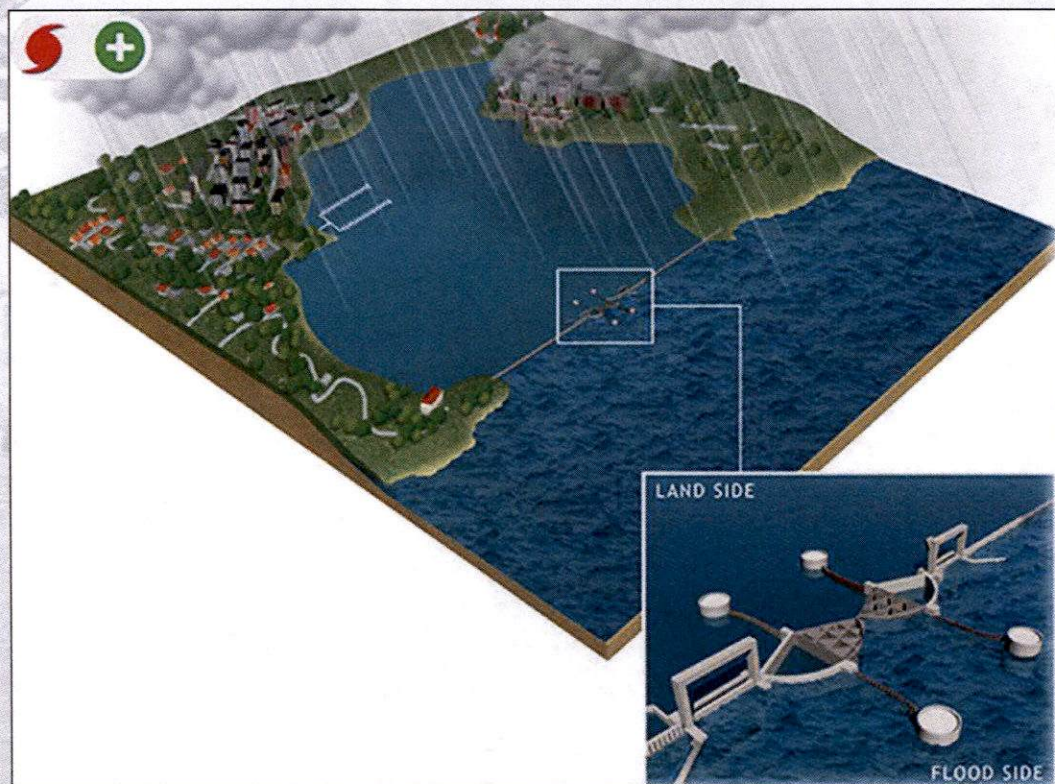


ALTERNATIVE EXAMPLES



BUILDING STRONG

Surge Barriers/Gates



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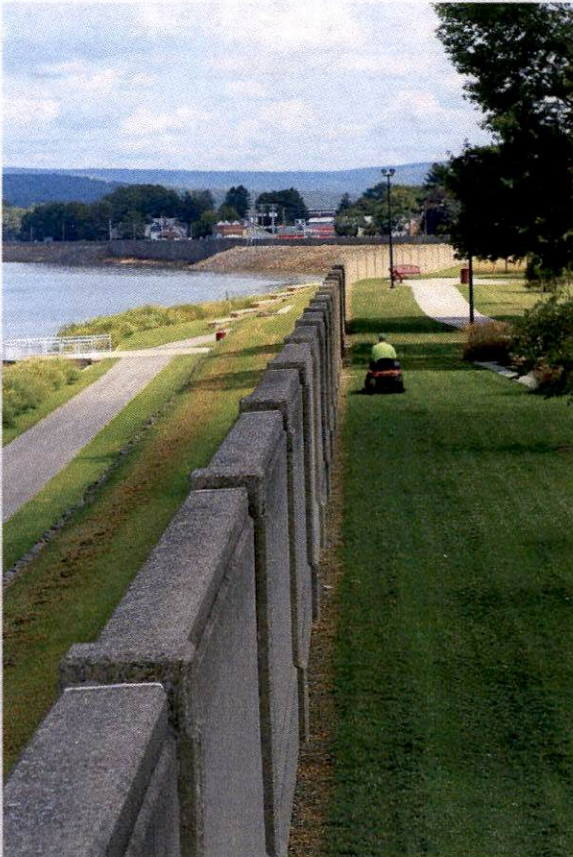


ALTERNATIVE EXAMPLES

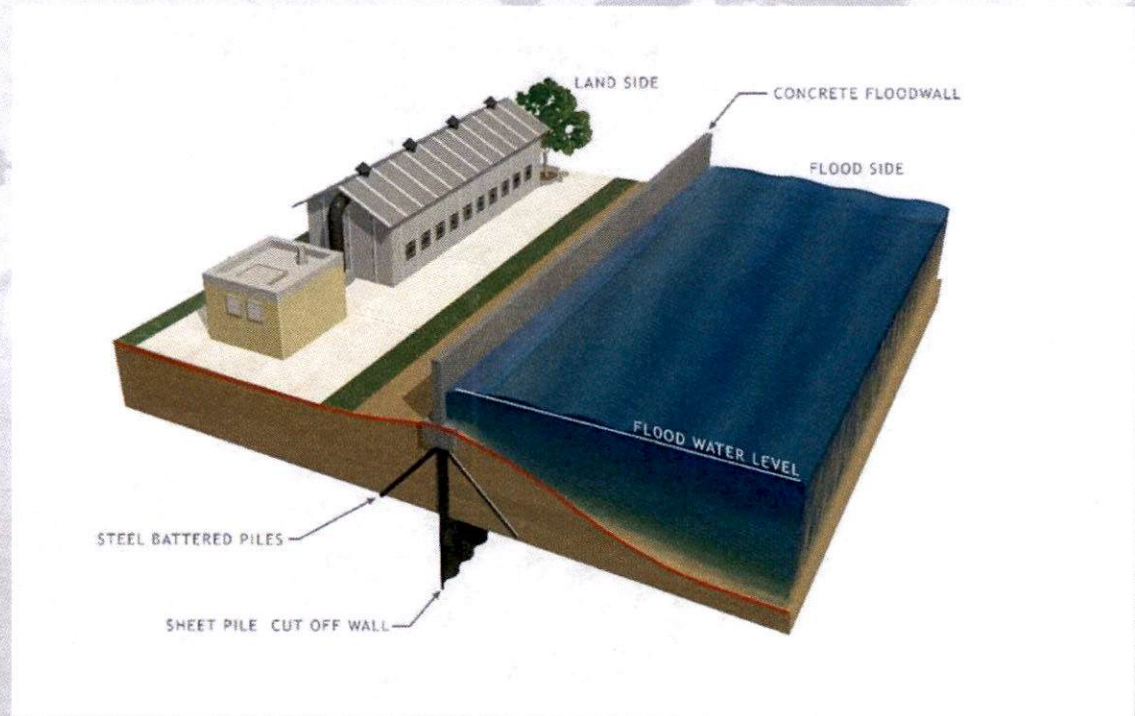


BUILDING STRONG

Floodwalls



Floodwall in Sunbury, PA



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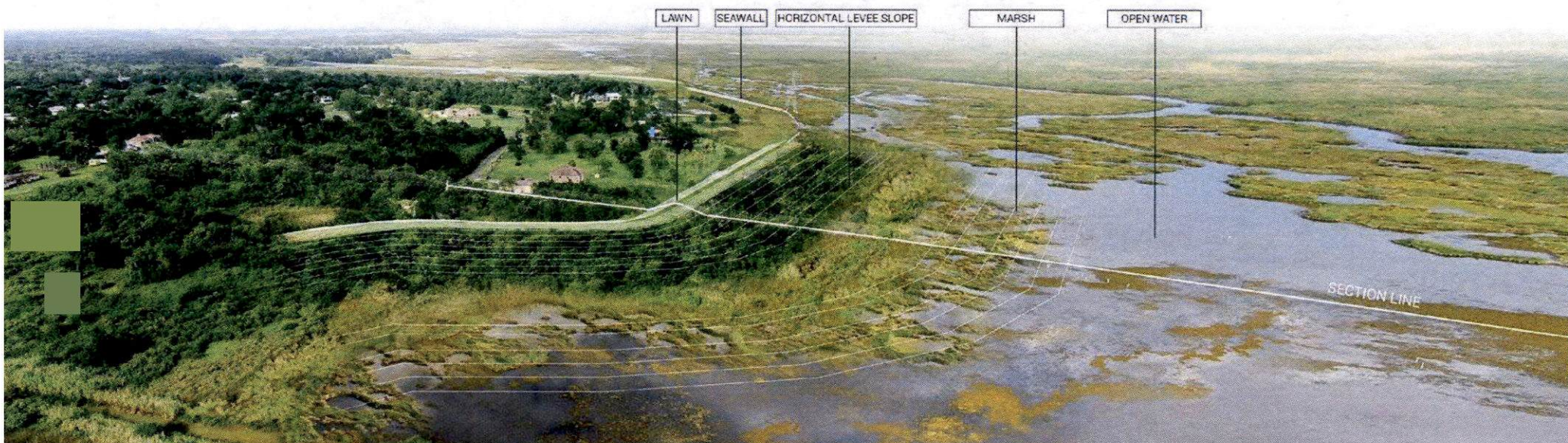


ALTERNATIVE EXAMPLES



BUILDING STRONG

Horizontal Earthen Levees



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ALTERNATIVE EXAMPLES



BUILDING STRONG

Natural and Nature Based Features

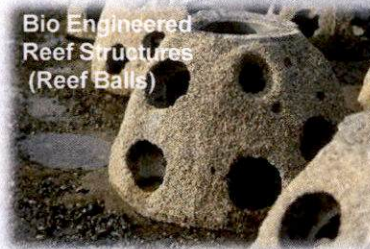
Examples For Along Walls:

- Oyster Sills
- Bioengineered Reef Structures
- Hybrid "Living Shoreline" Revetment
- Coquina-Based Revetment
- Oyster Reef/Living Breakwaters
- 3D Printed Living Seawalls
- Hybrid Walls with Coastal Vegetation

Examples For Along Levees:

- Horizontal Levee
- Thin Layer Placement
- Marsh Restoration/Vegetation
- Mangrove/Cypress Restoration/Plantings
- Oyster Reef/Living Breakwaters
- Oyster sills
- Strategic Dredge Material Placement (Target Elevations)
- Engineered Berms
- Root Wad Stabilization

Bio Engineered Reef Structures (Reef Balls)



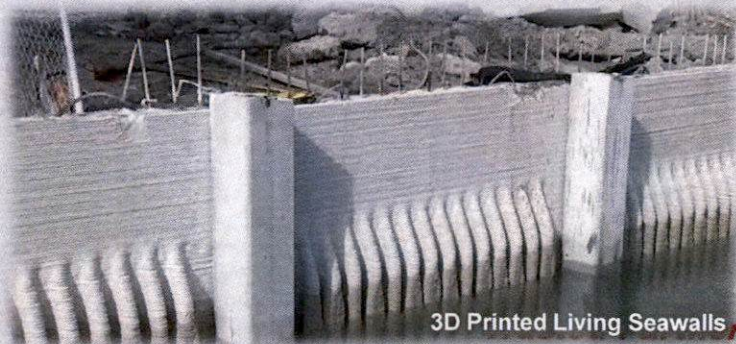
Mangrove Planting



Coquina-Based Revetment



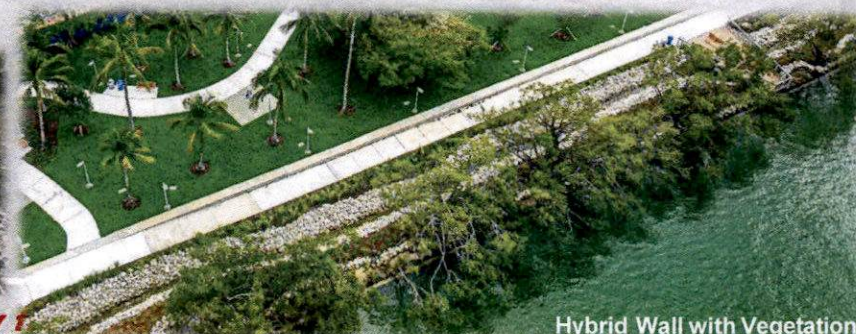
Oyster Reef Breakwater



3D Printed Living Seawalls



Oyster Sills



Hybrid Wall with Vegetation

rs Delivering Value Today



PUBLIC OUTREACH (STUDY WEBSITE)



BUILDING STRONG

St. Augustine Back Bay Coastal Study

Welcome to the St. Augustine, Florida
Back Bay Coastal Storm Risk Management (CSRM)
Web Experience Homepage

Upcoming Events: Our Next Public Meeting will be held on October 4th, 2023 at 6:30pm.

This Web Experience Homepage is a visual representation of the ongoing St. Augustine CSRM Study. During the study, this page will be updated with the latest information to include meeting agendas, minutes, graphics, etc. to keep the public and agencies engaged as partners in developing a long term solution to flooding within the City of St. Augustine.

Page Contents

- Study Overview
- Plan Formulation
- Monthly Planning Meetings
- Interactive Map
- Public Meetings/Workshops
- News, Social Media, Helpful Links
- Scope, Schedule, and Budget
- Contact Information

For better viewing experience, please use Google Chrome or Mozilla Firefox browsers. Also, please use a PC to interact with the web experience homepage.

ARCIS Experience Builder technology animates the complicated concepts considered by the design team by allowing users to:

- See the improvements and reduced flooding impacts from this study in the City of St. Augustine (COSA)
- Experience the various alternatives and recommended plan with detailed artistic graphics and renderings
- Examine Engineering, Economic, Cultural, and Key Environmental Features

STUDY OVERVIEW

Study Authority

This study is being conducted under the authority from the June 21, 2000, House Resolution 2646 that granted authority for a Coastal Storm Risk Management (CSRM) study in St. Johns County, Florida:
*Resolved by the Committee on Transportation and Infrastructure of the United States House



<https://experience.arcgis.com/experience/06bb9c98d9184bd9a374a244f6d27474/>

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AMENDMENT NUMBER 1
TO THE AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF AUGUSTINE, FLORIDA
FOR THE
ST. AUGUSTINE, FLORIDA BACK BAY COASTAL STORM RISK MANAGEMENT
FEASIBILITY STUDY

THIS AMENDMENT NUMBER 1 is entered into this _____ day of _____, 2025, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Jacksonville District of the U.S. Army Corps of Engineers (hereinafter the "District Commander") and the City of St. Augustine, FL (hereinafter the "Non-Federal Sponsor"), represented by the Mayor.

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsor entered into an agreement on January 9, 2023 (hereinafter the "Agreement") to conduct a feasibility study for the St. Augustine, Florida Back Bay Coastal Storm Risk Management Feasibility Study (hereinafter the "Study"); and

WHEREAS, notwithstanding Section 105(a) of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2215(a)), which specifies the cost-sharing requirements generally applicable to feasibility studies, Division B, Title IV of the Disaster Relief Supplemental Appropriations Act, 2025, Public Law 118-158, enacted December 21, 2024 (hereinafter "DRSAA 25"), authorizes the Government to complete the Study at full Federal expense to the extent that the appropriations provided under the Investigations heading of the DRSAA 25 are available and used for such purpose; and

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree to amend the Agreement as follows:

1. Delete the "and" at the end of the fourth WHEREAS clause and insert after the fourth WHEREAS clause the following:

"WHEREAS, notwithstanding Section 105(a) of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2215(a)), which specifies the cost-sharing requirements generally applicable to feasibility studies, Division B, Title IV of the Disaster Relief Supplemental Appropriations Act, 2025, Public Law 118-158, enacted December 21, 2024 (hereinafter "DRSAA 25"), authorizes the Government to complete the Study at full Federal expense to the extent that the appropriations provided under the Investigations heading of DRSAA 25 are available and used for such purpose; and"

2. Replace Article I.E. in its entirety with the following:

“E. The term “maximum Federal study cost” means \$6,050,000.”

3. Strike “or the maximum Federal study cost” in Article II.G.

4. Replace Article III.A in its entirety with the following:

“A. As of the effective date of Amendment Number 1, the shared study costs are projected to be \$3,000,000.00 with the Government’s share of such costs projected to be \$1,500,000 and the Non-Federal Sponsor’s share of such costs projected to be \$1,500,000. In addition, the Government’s costs under Article XII are projected to be \$4,550,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.”

5. Insert as the last Article the following:

“ARTICLE XI – COMPLETION OF STUDY USING FUNDS PROVIDED IN DRSA 25

Notwithstanding any other provisions of this Agreement, the Government and Non-Federal Sponsors agree to the following terms and conditions for completion of the Study:

A. All non-DRSA 25 Federal Investigations funds provided for the Study must be used to conduct the work for which such funds were provided and cost shared as provided in the Agreement. An interim accounting and cost share balancing will be undertaken to ensure that such work was appropriately cost shared.

B. For the remaining Study work, the Government may use DRSA 25 funds to complete the Study at full Federal expense to the extent DRSA 25 funds are available for such purpose. As of the effective date of Amendment Number 1 to the Agreement, the amount of available DRSA 25 funds is \$4,550,000.00. The costs for any Study work funded with DRSA 25 funds shall not be included in the calculation of the shared study costs for cost-sharing purposes.

C. The Non-Federal Sponsor shall not be entitled to reimbursement for any costs they incur in performing their responsibilities under the Study.

D. If the Government determines at any time that DRSA 25 Investigation funds made available for the Study are not sufficient to complete the Study, the Government shall so notify the Non-Federal Sponsor in writing, and upon exhaustion of such funds, the Government shall suspend the Study. The Study may be resumed only if additional Investigation funds are made available through an Appropriations Act, with any applicable cost-sharing for future appropriations as provided in the Agreement.”

6. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed Amendment Number 1, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF ST. AUGUSTINE, FLORIDA

BY: _____
Brandon L. Bowman
Colonel, U.S. Army
District Commander

BY: _____
Nancy Sikes-Kline
Mayor

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, Isabelle C. Lopez, do hereby certify that I am the principal legal officer for the City of St. Augustine, Florida that the City of St. Augustine, Florida is a legally constituted public body with full authority and legal capability to perform the terms of the Amendment No. 1 between the Department of the Army and the City of St. Augustine in connection with the St. Augustine, Florida Back Bay Coastal Storm Risk Management Feasibility Study, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Amendment, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Amendment on behalf of the City of St. Augustine acted within her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____
day of _____ 20____.

Isabelle C. Lopez
City Attorney
City of St. Augustine, Florida

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Nancy Sikes-Kline
Mayor
City of St. Augustine, Florida

DATE: _____

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: David Birchim
City Manager

DATE: August 29, 2025

RE: Agenda Item: Visitor Information Center (VIC),
Certified Autism Center Recertification

Staff would like to provide the Commission with a brief presentation as the Visitors Information Center has recertified as a Certified Autism Center through the IBCCES.

Attached is a copy of the presentation. If you concur, please place this item on the Agenda for the Commission meeting scheduled for Monday, September 8, 2025, under 10A. Staff Reports and Presentations. As always, please do not hesitate to contact me if you have any questions. Thank you for your assistance.



Corey Sakryd
General Services Director

CLS

Encl: PowerPoint Presentation CAC Recertification

xc: Meredith Breidenstein, Assistant City Manager
Darlene Galambos, City Clerk
file



VISITORS INFORMATION CENTER (VIC) CERTIFIED AUTISM CENTER (CAC) RECERTIFICATION

Jessica Joyce
VIC Supervisor
City of St. Augustine

September 8, 2025



CERTIFIED AUTISM CENTER™ (CAC)

- *A CAC has completed training and certification for at least 80% of its guest-facing staff.*
- *This training ensures team members have the knowledge and skills to better understand and communicate with autistic individuals or those who may have sensory sensitivities.*
- *Training topics include understanding autism and sensory sensitivities, communication, parent/caregiver and autistic perspectives, and basic safety best practices.*
- *The goal is to be better prepared and equip staff to provide services and experiences to all, including autistic and sensory-sensitive individuals.*

BENEFITS TO THE VIC

- Increased visitor and guest attendance.
- Increased public trust and satisfaction.
- Improved employee confidence and morale.
- Increase in media attention and social media engagement.



IBCCES

The International Board of Credentialing and Continuing Education Standards (IBCCES), is a global leader in online training and certification programs.

- *Certification must be renewed every two years, with updated training provided for staff and ongoing support and resources from IBCCES as long as the organization is certified.*
- *Front line/seasonal guest-facing staff - 30min autism sensitivity & awareness training*
- *The Standard for training in best practices when assisting autistic families and individuals.*

VIC - CERTIFIED AUTISM CENTER PROFESSIONAL TRAINING

- 20 personnel requalified, including 4 new VIC staff.
- Currently 24 frontline staff completed the Certified Autism Travel Professional training.
- Funding
 - Recertification expenses were \$3,540
 - VIC receives match funding from a grant offered by the SJC Chamber of Commerce and St Johns County TDC of \$1770.
- *Our staff has completed training and certification in best practices when assisting autistic individuals.*



QUESTIONS



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: August 28, 2025

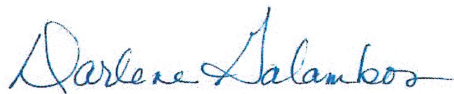
RE: Request for **One (1) appointment** - PLANNING AND ZONING BOARD (PZB)

Notification was previously given regarding three (3) upcoming term expirations on the Planning and Zoning Board, which will expire September 30, 2024.

Advertisements requesting applications were placed in the St. Augustine Record and posted on the City's website.

Attached is an application received from Dr. Ashleigh Barnes, who is a current member and eligible for re-appointment, in addition to the current PZB roster, Board profile and responsibilities.

I respectfully request that consideration be given to appointing this applicant.



Darlene Galambos
City Clerk

Attachments: Application

xc: PZB – Clerk's File

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee. All applications must include a cover letter and resume.

1. APPLICANT NAME Dr. Ashleigh Barnes
2. BOARD/COMMITTEE DESIRED PZB
3. RESIDENCE (Address) 110 Bridge St
4. PHONE 912 409 5849 E-MAIL barnesashleigh@gmail.com
5. BUSINESS OWNED (Address) same
6. BUSINESS PHONE _____ E-MAIL _____
7. PROPERTY OWNED (Address) same
8. PREFERRED MAILING ADDRESS _____
9. OCCUPATION (include resume) Self-employed, Attorney
10. PROFESSIONAL QUALIFICATIONS (submit a cover letter) JD / PHD former law professor & attorney
11. OTHER COMMENTS OR INFORMATION resident of STA 13 years, PZB member 3 years
12. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.

Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) Yes | ☒ No

Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box.

RACIAL CATEGORY (Check as many as apply)

☐ American Indian or Alaska Native
☐ Black or African American

☐ Asian
☒ White

☐ Native Hawaiian or Other Pacific Islander

13. SIGNATURE OF APPLICANT

Ashleigh Barnes

DATE 8/20/25

14. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 with the Florida Commission on Ethics, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to: Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, Florida 32085.

AB
Initial

PZB/HARB/CRC Application 2020
Updated 12/04/2019

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 2.

Qualifications: All members of the Planning and Zoning Board shall reside in the city and shall hold no government office nor receive any salary or compensation for their services to the board herein created. No member shall be appointed for more than two (2) consecutive full terms.

Please check those qualifications that apply to you:

- | | |
|---|---|
| ☐ Architect, Florida registered | ☐ Preservation Organization Officer |
| ☐ Planner, member APA or AICP | ☐ Environmental or Land Use Organization Officer |
| ☐ Real Estate Broker, w/ County occupational license | ☒ Attorney, Florida Bar |
| ☒ Educator, college level (former) | ☐ Landscape Architect, Florida registered |
| ☐ Engineer, Florida registered | ☐ Contractor, City contractor's license |
| ☐ Merchant/Businessperson, City occupational license | |

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 3.

Qualifications: All members of the Historic Architectural Review Board shall hold no government office nor receive any salary or compensation for their services to the board herein created. While preference shall be given to current city residents, the city commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. No member shall be appointed for more than two (2) consecutive full terms. Alternates shall be appointed for a three (3) year term. Alternates shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members.

Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines who do not have a professional degree in any of the fields set forth in this section may be appointed by the city commission when persons with such degrees are not available for appointment, or when such appointment is determined to be in the best interest of the city.

Please check those qualifications that apply to you:

- | | |
|--|---|
| ☐ History or related fields | ☐ Art History |
| ☐ Archaeology | ☐ Former HARB Member |
| ☐ Architectural History | ☐ Other |
| ☐ Historic Architecture | |

QUALIFICATIONS FOR CORRIDOR REVIEW COMMITTEE (CRC):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 5.

Qualifications: All members of the Corridor Review Committee shall hold no government office nor receive any salary or compensation for their services to the board herein created. The initial appointment of members shall be as follows: two (2) members of the board as established herein shall be appointed for a term of three (3) years; two (2) members for a term of two (2) years; and one (1) for a term of one (1) year. Thereafter all members shall be appointed for a three (3) year term. Two (2) seats on the board shall be designated for a licensed, or retired, architect or landscape architect with preference given to those who are city residents or whose business is located within the city; and three (3) seats for property owners or tenants of properties located within the respective entry corridors: Anastasia Boulevard, San Marco Avenue, and King Street. The members of the CRC shall meet as needed, as an ad hoc committee meeting noticed by the City Clerk and shall meet at least annually to elect one (1) of its members as chairperson and one (1) as vice-chair.

Please check those qualifications that apply to you:

- | | |
|---|---|
| ☐ Architect, Florida licensed or retired | ☐ Owner of property located within Entry Corridor |
| ☐ Landscape Architect, Florida licensed or retired | ☐ Tenant of property located within Entry Corridor |

DR. ASHLEIGH D. BARNES, ESQ

110 Bridge Street,
St. Augustine, FL 32084
barnesashleigh@gmail.com
912.409.5849

January 20, 2024

**RE: APPLICATION REQUESTING REAPPOINTMENT TO THE CITY OF SAINT AUGUSTINE'S
PLANNING AND ZONING BOARD**

Dear City Commissioners:

I am writing to respectfully request reappointment to the Planning & Zoning Board (PZB). It has been a privilege to serve, and I would be honored to continue contributing to the thoughtful growth and planning of our community.

My background includes experience as a law professor at the University of Florida (adjunct – Business & International Law), Florida Coastal School of Law (International & Criminal Law), and overseas appointments in Australia and India. I have also taught Criminal Law at Flagler College.

Currently, I manage a small business and a startup, with a focus on business management, intellectual property, tax, and business law. I live in Lincolnton with my family; two of my three children attend Ketterlinus Elementary, and one attends Murray Middle School.

St. Augustine has been my home for the past 13 years, and I care deeply about its future. I welcome the opportunity to continue serving on the PZB and contributing to the responsible planning of our unique city.

Please find my updated CV and application attached. Thank you for your time and consideration.

Warmly,

Dr. Ashleigh D. Barnes, Esq.

ASHLEIGH BARNES

barnesashleigh@gmail.com • 110 Bridge Street, St. Augustine, FL 32084 • 912.409.5849

EDUCATION

AUSTRALIAN NATIONAL UNIVERSITY, Ph.D., Australia, Sept. 2014

Thesis: *The Legal Construction of the Child in the United Nations Convention on the Rights of the Child*
Primary research areas include: international children's rights, international human rights, developmental psychology, sociological and historical approaches to childhood.

Teaching: International Criminal Law (Lecturer/Convener), Public International Law (tutor), Jurisprudence (tutor), Alternative Dispute Resolution (course development), Jessup Moot Court (national oral and memorial judge)

Activities: Centre for International and Public Law

Honors: University Research & International Higher Research Degree Merit Scholarships

UNIVERSITY OF LEIDEN, LL.M., Netherlands, Sept. 2007

Focus: Public International Law, International Criminal Law Specialization

Thesis: *The Legal Construction of the Child in the UN Convention on Rights of the Child*, resulting in Honors.

Activities: Leiden Journal of International Law (editor); International Tribunal for Sierra Leone, Defense Team (intern); Jessup Moot Court (coach); Jurisprudence Reading Group, (coordinator).

UNIVERSITY OF FLORIDA'S LEVIN COLLEGE OF LAW, J.D., Jun. 2004

Honors: Cum Laude Fall '03 & Spring '04

Activities: Intern at International Criminal Tribunal for the Former Yugoslavia and the International Criminal Tribunal for Rwanda, Jessup Moot Court

Abroad: University of Cape Town (Summer '02), Leiden University (Spring '03) & Amsterdam University (Spring '04)

STETSON UNIVERSITY, B.A., Dec. 2000

Honors: Dean's List, Academic Scholarship, Athletic Scholarship

Abroad: Moscow State University (Fall '00)

BUSINESS EXPERIENCE

UNIVERSITY SELECT, LLC

Founder 2022 –

Handles all legal work (IP, business & tax), manages creative vision, process & IP development.

UNLOCK EDUCATION, LLC

Founder 2014 –

Handles all legal work (IP, business & tax), manages creative vision, process, IP development, and investment (angel & VC)

Awards: Accepted into Harvard Business School's Accelerator 2023 & 2025.

ACADEMIC EXPERIENCE

FLAGLER COLLEGE, St. Augustine, Florida

Adjunct Professor

Feb. 2024 – May 2024

Course: Criminal Law

UNIVERSITY OF FLORIDA LEVIN COLLEGE OF LAW, Gainesville, Florida

Adjunct Professor Jan. 2018 – Jun. 2018
 Course: What Every Lawyer Should Know about Business
UNIVERSITY OF FLORIDA WARRINGTON COLLEGE OF BUSINESS, Gainesville, Florida

Guest Lecturer Apr. 2017
 Course: The Legal Aspects of Running a Business
UNIVERSITY OF FLORIDA LEVIN COLLEGE OF LAW, Gainesville, Florida

International Programs Research Scholar Jan. 2013 – Dec. 2014
 Write and publish an original article in a scholarly journal, present research in the International Law Society seminar series, and contribute to the development of international programs in collaboration with International Programs Coordinator.

FLORIDA COASTAL SCHOOL OF LAW, Jacksonville, Florida

Visiting Professor Aug. 2013 – Jul. 2014
 Courses: Criminal Law, International Criminal Law, and International Human Rights.
 Committees: Ad Hoc Scholarship Committee, Ad Hoc International and Comparative Law Certificate Committee, Multicultural Affairs Committee.
 Teaching Evaluations: Criminal Law (Spring 2014), 4/5; International Criminal Law (Spring 2014), 4.75/5.

JINDAL GLOBAL LAW SCHOOL, Delhi, India

Assistant Professor Jan. 2010 – Aug. 2012
 Courses: Public International Law (J.D. students), LL.M. Dissertation Advisor, International Relations (National Security & Int. Humanitarian Law), Law and Society (sociological methods on identity, children, and the law), International and Regional Human Rights, International Criminal Law. Developed a course on Feminist Legal Theory. Coached moot court teams addressing public international law, international humanitarian law, and international criminal law problems.
 Awards: Outstanding Contribution to Research and Scholarship
Co-Director for the Centre for Women, Law, and Social Change
 Convened conference, *Global Perspectives: Feminisms of Discontent*, Feb. 2011, hosting leading feminist legal scholars from India, Canada, Australia, the U.K., and the U.S. Editor for conference volume, accepted by Oxford University Press. Co-founded the Women's Law Society of O.P. Jindal Global University.

AUSTRALIAN NATIONAL UNIVERSITY COLLEGE OF LAW, Canberra, Australia

Convener/Lecturer Jan. 2009 – Jul. 2009
 Convened and lectured upper-level course on International Criminal Law at the top law school in Australia. Reorganized the course to reflect developments in ICL and personal experience at three international tribunals.

Tutor Aug. 2008 – Dec. 2008
 Administered tutorials for Public International Law and Jurisprudence. Reorganized, researched and updated a course on International Dispute Settlement.

LEGAL EXPERIENCE

GUARDIAN AD LITEM, West Palm Beach, FL

Program Attorney Oct. 2007 – Apr. 2008
 Represented the manifest best interests of children in dependency litigation. Handled all aspects of legal representation, including drafting motions, responses, and orders for the court. Headed a team of 5 employees and approximately 100 volunteers. Conducted weekly meetings, spearheaded policy changes to better manage and better organize our teams' workload of over 200 cases.

SPECIAL COURT OF SIERRA LEONE, Hague, Netherlands

Legal Intern Mar. 2007 – Jun. 2007
 Worked with Defense Counsel for Charles Taylor. Aided with drafting pre-trial motions to the Court. Conducted research on international criminal law precedent from *ad hoc* tribunals, and where applicable, domestic law of states.

INTERNATIONAL CRIMINAL TRIBUNAL FOR RWANDA, Arusha, Tanzania

Legal Intern

Jan. 2004 – Apr. 2004

Worked in Trial Chambers. Conducted legal research on case law from *ad hoc* tribunals and relevant national law. Drafted judgments and summarized submissions from the parties for inclusion in decisions.

INTERNATIONAL CRIMINAL COURT FOR THE FORMER YUGOSLAVIA, Hague, Netherlands

Legal Intern

Jun. 2003 – Aug. 2003

Worked with Defense Counsel. Drafted motions and summarized Court transcripts. Conducted legal research focusing on ICTY Trial Court and Appellate Court decisions and motions.

AREAS OF SPECIALIZATION

Business & the Law, Entrepreneurship & the Law, Intellectual Property, Tax Law, Public International Law, International Human Rights, International Criminal Law, International & Domestic Children's Law, Global & Cross-Cultural Legal Experience, Academia & Law, Legal Theory, Feminist Legal Theory.

PUBLICATIONS

ARTICLES/CHAPTERS

A Genealogy of the CRC, 23 MINNESOTA JOURNAL OF INTERNATIONAL LAW 47 (2014),
<http://ssrn.com/abstract=2306619>.

Discontenting Feminism, in FEMINISMS OF DISCONTENT: GLOBAL CONTESTATIONS (Ashleigh Barnes, ed., 2015).

The Docile Body: Disciplining the Category 'Child' through the Discourse of Rights, in FEMINISMS OF DISCONTENT: GLOBAL CONTESTATIONS (Ashleigh Barnes, ed., 2015),
<http://ssrn.com/abstract=2306620>.

The Trafficking of Children: A Counter-Narrative to The CRC's Construction of Care, 9(2) SOCIO-LEGAL REVIEW 51 (2013).

The CRC's Performance of the Child as Developing, 14 CURRENT LEGAL ISSUES 392 (2012),
<http://ssrn.com/abstract=2306627>.

BOOKS

FEMINISMS OF DISCONTENT: GLOBAL CONTESTATIONS (Ashleigh Barnes, ed., 2015),
<http://ssrn.com/abstract=2306620>.

POLITICAL COMMENTARY

Gender: the Elephant in the 2008 Democratic Race, THE CANBERRA TIMES (May 14, 2008).

The Hillary Supporter's Dilemma, THE CANBERRA TIMES (October 10, 2008).

ACADEMIC PRESENTATIONS

CONVENER

'Feminisms of Discontent: Global Perspectives,' held at Jindal Global Law School, Delhi, India, February 2011.

PRESENTER

'Law and Childhood Studies,' held at University College London, England, July 2010: *The UNCRC's Performance of the Child as Developing*.

'Global North and Global South Perspective on Transnational Issues,' Joint Conference with Osgoode Hall and Jindal Global University, held in Toronto, Canada, November 2010 and held in New Delhi, India, March 2011: *A Genealogy of the UNCRC*

'The Child,' Existential and Phenomenological Theory and Culture, Congress of Social Sciences and Humanities of Canada, Fredericton, New Brunswick, Canada, May 2011: *The Docile Body: The Regulation of Childhood through the Discourse of Rights*.

Juvenile Criminal Justice and Human Rights: International and Transnational Perspectives, Sixth Conference on the Future of Adversarial Systems, Chapel Hill, North Carolina, April, 2014: *A Child and A Soldier: Victim, Perpetrator, and Illegal Method of Waging War*.

'Law and Inequalities: Global and Local', 50th Anniversary Law And Society Association Annual Meeting, Minneapolis, MN, May, 2014: *Distinct Rights for Children, Women, Persons with Disabilities, and Elders: Comparing the Construction of Vulnerability in Law*.

'Uncomfortable Conversation: The Universal and the Particular – Vulnerability and Identities Workshop II', Miami, Florida, November 2014: *'Beyond Children's Rights: Building a Coalition through Vulnerability Discourse'*.

ASSOCIATIONS

Florida Bar Association, 2004

Planning & Zoning Board (City of St. Augustine), 2022 –

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners
DATE: August 28, 2025
RE: Reminder: Open Positions on Boards and Committees

Below is a list of Boards and Committees indicating current vacancies or upcoming term expirations. Your assistance in identifying and encouraging qualified candidates to apply is greatly appreciated.

- **Planning and Zoning Board**
[Two (2) Terms Expiring 9/30/25]

Advertisements requesting applications for the above-referenced vacancies were published in the St. Augustine Record and posted on the City's website.

Sincerely,



Darlene Galambos
City Clerk

xc: Clerk's Office

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: August 27, 2025

RE: Ratification of Collective Bargaining Agreement

The attached is the collective bargaining agreement between the City of St. Augustine and the Professional Firefighters of St. Augustine. The bargaining unit members voted and approved the agreement. The contract covers a 3-year period from October 1, 2025 until September 30, 2028, and needs to be ratified by the Commission.

Please add this to the consent agenda for the City Commission meeting on September 8th for approval.

As always, please do not hesitate to contact me if you have any questions.



Donna S. Hayes
Human Resources Director

AGREEMENT
between
THE CITY OF ST. AUGUSTINE
and the
PROFESSIONAL FIREFIGHTERS OF ST. AUGUSTINE
LOCAL NO. 2282
FIREFIGHTERS AND FIRE LIEUTENANTS
IN SEPARATE BARGAINING UNITS

October 1, 2025, through September 30, 2028

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ARTICLE I

AGREEMENT

This Agreement is entered into between the City of St. Augustine (hereinafter called “City”), and the Professional Firefighters of St. Augustine affiliated with the International Association of Firefighters (hereinafter called “the Union”). In all cases where the male pronoun is used through this contract, it should be deemed to include both male and female. It is the intent and purpose of this Agreement to assure sound and beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings and differences which may arise concerning rate of pay, wages, hours of employment and other conditions of employment. There shall be no individual arrangements contrary to the terms herein provided. It is understood that the City is engaged in furnishing essential public service which vitally affects the health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable services to the public.

ARTICLE 2

RECOGNITION

A. The City of St. Augustine recognizes the Professional Firefighters of St. Augustine as the exclusive bargaining agent for those employees classified as Firefighters and Firefighters Engineers for the purpose of bargaining collectively concerning wages and working conditions, (and Fire Lieutenants in a separate bargaining unit.)

B. Bargaining unit employees shall serve a probationary period of one year, beginning on their date of hire with the City of St. Augustine. During the one-year probationary period, the following rules shall apply:

- 1) Probationary employees shall accrue sick leave during their probationary period in accordance with the accrual schedule set forth in Article 13 of this Agreement; provided, however, that probationary employees shall only be allowed to use accrued sick leave after 90 days of employment;
- 2) Probationary employees shall accrue vacation leave during their probationary period in accordance with the accrual schedule set forth in Article 18 of this agreement; provided, however, that probationary employees shall only be allowed to use accrued vacation leave after 180 days of employment and then, only at the discretion of the Fire Chief or his designee;
- 3) An individual who successfully completes his or her probationary period shall become a regular status employee. An individual who does not successfully complete his or her probationary period shall not be paid out any accrued, unused sick or vacation leave upon their separation from the City of St. Augustine.

ARTICLE 3

PROFESSIONAL FIREFIGHTERS' SECURITY

The City will place a copy of this Agreement in each fire station for the purpose of information and to make known that the Professional Firefighters of St. Augustine, Florida has been recognized by the City.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1

The Professional Firefighters of St. Augustine recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers and authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. Management officials of the City retain rights, in accordance with applicable laws and regulations, which include but are not limited to the following:

- a. To manage and direct the employees of the City;
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the City;
- c. To suspend, demote, discharge or take other disciplinary action against employees for just cause;
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons;
- e. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work; provided that such subcontracting will not be effective until the expiration date set forth in the contract, or until the annual anniversary date of the contract if it is a multi-year agreement;
- f. To determine the number of employees to be employed by the City;
- g. To determine the number, types and grades of positions or employees assigned to an operational unit, department or project;

- h. The organization of City government;
- i. To maintain and improve the efficiency of the operations of the City; and
- j. To determine internal security practices.

Section 2

The City has the sole authority to determine the purpose and mission of the City and the amount of the budget to be adopted by the City Commission.

Section 3

If, in the discretion of the City Commission, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees at the discretion of the City may be required to perform duties not within their job descriptions, as long as they are Fire Department related.

Section 5

The parties agree that, upon the exercise of a management prerogative that requires impact bargaining, in the absence of an emergency declared by the City Commission, upon request of the Union, the City will be available to negotiate impact following the announcement of the exercise of management right.

ARTICLE 5
DISCRIMINATION

The Employer and the Professional Firefighters agree not to discriminate against any employee because of their legitimate activity on behalf of or in opposition to the Union or membership or non-membership in the Union.

ARTICLE 6

PAYROLL DEDUCTION OF DUES

The Employer agrees to deduct dues twenty-four (24) times per year in an amount certified to be current by the Secretary-Treasurer of the Professional Firefighters of St. Augustine from the pay of those employees who request that such deductions be made. The total amount of deductions shall be submitted within ten (10) days following the date pay is issued by the Employer to the Treasurer of the Professional Firefighters of St. Augustine. This authorization shall remain in effect during the term of this Agreement unless cancelled by the employee upon thirty days' notice to the City and the Union.

PAYROLL DEDUCTION AUTHORIZATION/CANCELLATION

NAME _____ FIRE DEPARTMENT

EFFECTIVE DATE _____

I HEREBY REQUEST AND AUTHORIZE THE CITY OF ST. AUGUSTINE

TO DEDUCT / STOP DEDUCTION FROM MY EARNINGS TWENTY-FOUR
(circle one)

**(24) TIMES PER YEAR, UNION DUES IN AN AMOUNT CERTIFIED TO BE
CURRENT BY THE SECRETARY TREASURER OF THE UNION. THE
AMOUNT DEDUCTED SHALL BE REMITTED TO THE SECRETARY
TREASURER OF THE UNION.**

(Signature)

ARTICLE 7

PROHIBITION OF STRIKES

Section 1

The Union and its members agree not to engage in a strike, work stoppage, work slowdown or any other similar form of interference with the operation of the Fire Department.

Section 2

Any employee who participates in or promotes a strike, work stoppage, work slowdown or other similar forms of interference with the operation of the Fire Department shall be subject to disciplinary action, up to and including discharge.

Section 3

In the event of a strike, work stoppage, work slowdown or interference with the operation of the Fire Department, a responsible official of the Union will promptly and publicly disavow such strike, work stoppage, work slowdown or other similar forms of interference with the operation of the Fire Department and order the employees to return to work and attempt to bring a prompt resumption of normal operations. The Union will notify the City within eight (8) hours after the commencement of such strike, work stoppage, work slowdown or other similar forms of interference with the operation of the Fire Department, what measures it has taken to comply with the provisions of this Article.

Section 4

In the event of a strike, work stoppage, work slowdown, if such strike, work stoppage or work slowdown continues for more than forty-eight (48) hours, this Agreement shall immediately be null and void in its entirety.

ARTICLE 8

REPRESENTATION

Section 1

There shall be one (1) Steward on each shift.

Section 2

The Union will notify the City's Human Resources Department of the names, addresses and phone numbers of each Union officer and Steward on or before January 1 of each year. If there is any change in Union officers or Stewards during the year, the City's Human Resources Department will be notified immediately.

Section 3

The City and the Union agree to abide by Fla. Stat. 447.509 regarding solicitation and distribution.

ARTICLE 9

PROFESSIONAL FIREFIGHTERS' BUSINESS

Section 1

The employee who is the President of the Union and covered by this Agreement will be granted time-off by the Fire Chief, or his designee, to conduct Union business provided a written request is submitted prior to the time-off period and sufficient manpower is available on the regular shift to properly man the department during the absence of the Union President. In emergencies, the request may be submitted orally and later confirmed in writing.

Section 2

Business meetings of the Union may be held at Station 1. Notice of such business meetings shall be submitted to the Fire Chief, or his designee, prior to posting and must bear his signature signifying that such meeting will not interfere with Fire Department operations. Any notice of such business meeting found posted without the signature of the Fire Chief, or his designee, shall be removed from the bulletin boards by the shift commander and the meeting shall not be held. Employees from the Island fire station may attend such meetings, which have been posted in accordance with this Section.

ARTICLE 10

WORK RULES

Section 1

All rules, regulations, policy, and procedures of the Fire Department in effect on the effective day of this Agreement shall remain in full force and effect if not specifically in conflict with any Article or Section of this Agreement. Authority to change, modify or delete rules, regulations, policy, or procedures rests with the City.

Section 2

Any rules, regulations, policies, and procedures of the Fire Department issued after the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with any Article or Section of this Agreement.

Section 3

Prevailing Rights. All rights, privileges and working conditions enjoyed by employees on the effective date of this Agreement, which are not included in this Agreement, will be presumed to be reasonable and proper and will not be changed arbitrarily or capriciously or unilaterally, until the impasse procedure under Article 4, Section 5 is exhausted.

ARTICLE 11

INSURANCE

The Employer will provide liability, life and any other insurance coverage as required by state law for every member of the bargaining unit. The Employer will also provide legal representation and indemnification for bargaining unit employees as provided in Section 111.07, Florida Statutes.

ARTICLE 12

BULLETIN BOARDS

Section 1

The Union shall have the use of one-half of the area of bulletin boards located in the fire stations for posting notices but restricted to:

- a. Notices of Union meetings,
- b. Notices of Union elections and results of such elections,
- c. Notices of Union recreational and social affairs, and
- d. Notices of Union appointments and other official business.

Section 2

All notices shall be signed by an officer of the Union.

Section 3

Copies of all notices shall be submitted to the Fire Chief prior to their being posted.

Section 4

Any material found on Union bulletin board space not on file with the Fire Chief or not signed by an officer of the Union shall be removed by the Shift Commander.

ARTICLE 13

SICK LEAVE AND WORKER'S COMPENSATION

Section 1 Sick Leave Accrual

As used in this collective bargaining agreement, the terms "accrued" or "accrual" shall not be construed as an unqualified right to sick benefits but shall be specifically subject to the exceptions and conditions set forth in this Article. Each regular full-time and probationary employee will earn sick leave credit at a rate in accordance with the schedule below. All sick leave hours credited for bi-weekly pay periods will be credited as payable sick leave as follows:

Hours in Regular Payroll Period	No. of hrs. Accumulated Per Bi-Weekly Pay Period	Number of Hours Accumulated Per Year
112	4.310 Payable Sick Leave	112.06

Payable sick leave is defined as sick leave hours to be used as sick leave while employed or paid for upon retirement or resignation from the City, provided the employee has completed probation. When an employee has used his/her accumulated sick leave so as to have reduced his/her sick leave balance to zero (0), he/she shall not be able to use any sick leave accrual until he/she has returned to full-time duty. Sick leave will be credited to employees' accounts bi-weekly. Probationary employees will accrue bi-weekly sick leave but will not be allowed to use the accrued sick leave until 90 days of employment have been completed.

Section 2

After two (2) consecutive shifts or three (3) or more separate sick days used by an employee in any one twenty-eight (28) day period and when in the judgment of the Chief, sick leave may appear to be abused or where the employee regularly uses sick leave as it is earned, the employee requesting sick leave will be required to furnish competent medical proof for such absence, prior to sick leave pay being granted. Such competent medical proof

shall include a physician's statement attesting to his inability to perform work on the day(s) of absence.

Section 3 Sick Leave Accumulation and Bonus Payout

- (A) Any accrued sick leave hours will be carried forward at the end of the fiscal year to be used as sick leave during the employee's employment.
- (B) All payable sick leave will be paid at the employee's base hourly rate (hourly rate = base annual pay divided by 2912 hours) when a non-probationary employee leaves employment with the City, if the employee gives and works through a two-week notice.
- (C) Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued payable sick leave.
- (D) Non-probationary employees who are terminated will be paid within sixty (60) days of their last day of active employment or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during scheduled payroll periods.
- (E) Employees will have the option by March 31st and by September 30th of each year of receiving pay (base hourly rate) for up to 112 payable sick leave hours each option date. To be eligible to participate in the sell-back option, an employee must have a minimum combined balance of three hundred thirty-six hours (336) of sick and vacation leave; provided that an employee must, after the sell-back, retain a minimum of fifty-six (56) hours sick leave.
- (F) Employees will have the option by March 31st and by September 30th of each year to convert up to fifty-six (56) payable sick leave hours to vacation hours. To be eligible, an employee must have a remaining sick leave balance of at least one hundred twelve (112) hours of sick (payable and/or non-payable) leave after the conversion.
- (G) Non-probationary employees who retire at any age with 25 years or more of service or retire or leave the City's employment who are age 50 and older and qualify for 100% sick leave payout; will be paid this leave through a Health

Reimbursement Arrangement (HRA) and Special Pay Plan/401a. These will be fund with a 50/50 split of sick leave time into each account.

Section 4

All workers' compensation premiums are to be paid by the City. An employee who is temporarily disabled as a result of an injury received in the course of employment with the City, shall be entitled to be compensated herein. During the first week (7 calendar days,) the employee will receive his/her normal City paycheck. Such employee shall receive eighty-five percent (85%) of his/her normal paycheck from the City for the second through fourteenth week of any compensable disability. The purpose and intent of this eighty-five percent (85%) payment is to provide an amount of pay which approximates the employee's normal pre-injury pay after taxes. In order to qualify for these benefits, the employee must endorse his/her worker's compensation checks over to the City. It is the employee's option to choose between the worker's compensation check or the City paycheck; however, once an option is selected, that option will continue for the remainder of the thirteen weeks during which the employee should receive the eighty-five percent (85%) payment to the City. For the purpose of this Section, the normal paycheck will be the amount of salary, excluding overtime, the employee was receiving immediately prior to his injury. The payment under this Article will continue for a maximum of up to thirteen (13) weeks within the two (2) year period following the date of such injury or until the date of medical determination that the employee will be unable to return to duty, whichever comes first. If such disability continues for more than fourteen (14) weeks from the pay period following the date of such injury (or has been medically determined to be of a nature which prevents the return to duty of such employee during such fourteen (14) week period,) the employee's eighty-five percent (85%) or normal pay shall be terminated at the end of said fourteen (14) week period (or date of medical determination that such employee will be unable to return to duty within said fourteen (14) week period.) The City may, solely at its discretion, provide extensions of normal pay beyond the fourteen (14) week period limitation as outlined herein. At the termination of the fourteen (14) week period or the termination of the extension period, the employee's right to compensation shall be governed by the Worker's Compensation Law and by his entitlement to pension rights and sick leave benefits, if any. Should changes in the Federal

Withholding and FICA/Medicare regulations and law regarding taxability of Worker's Compensation benefits be enacted, the parties will meet to discuss an appropriate adjustment to the eighty-five percent (85%) formula in Section 4 of this Article.

Section 5

The City may require an employee who is temporarily disabled on duty and therefore eligible to receive compensation under Section 4 above, to temporarily perform any other available work within the City provided the employee's attending physician's assessment of the employee's physical or mental abilities, work restrictions or limitations does not prohibit the employee from performing assigned work. If the employee, based on the assessment by the employee's attending physician, is able to perform ISO department requirements (i.e., fire safety inspections and/or work) and is qualified under Article 28, Section 7, the employee will be so assigned. When temporarily assigned to another position as provided in this Section, the employee will be assigned to a forty (40) hour week; the assigned 40-hour schedule will be determined by the City. If the employee is assigned to a fire inspector position, the employee will not be eligible for the additional compensation under Article 28, Section 6. The employee's refusal or failure to perform such temporary assignments will result in the employee forfeiting all statutory worker's compensation benefits and contractual benefits under this Section. The employee temporarily assigned to a 40-hour week under this Section will be paid at an hourly rate computed by taking his/her annual base salary and dividing it by 2080 hours. If the temporary assignment is consistent with the employee's 24-on/48-off schedule, then the employee's regular hourly rate shall be determined as set forth in Article 21. After the fourteen (14) week period, the employee will be paid at the rate of the job to which he/she is assigned (or at the sole discretion of the City, be paid a higher rate of pay) and if so entitled, the employee will receive state worker compensation wage loss benefits. The City retains the right to end such assignments at any time or to offer the employee another full-time, permanent position with the City.

Section 6

Leave in the event of the death of a member of the employee's immediate family may be charged to sick leave. The following relationships shall be considered family: mother, father, stepmother, stepfather, foster parent, brother, sister, stepbrother, stepsister, wife, husband, son, daughter, stepson, stepdaughter, foster child, immediate in-laws, grandparents, grandchildren, first aunt or uncle or members of the immediate household having permanently resided under the same roof.

Section 7

In the event the illness of an immediate family member as defined above requires the presence of the employee and is so certified as outlined in Section 8, the employee may take paid sick leave, not to exceed the number of hours in the employee's sick leave account and such leave will be charged to the sick leave account.

Section 8

The employee's and the City's rights and obligations under the Family Medical Leave Act of 1993 ("FMLA") and as Amended by Section 585 of the National Defense Authorization Act for FY 2008 will be determined by the statute, applicable regulations, and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. In determining leave eligibility, the City will use a rolling twelve (12) month period measured backward from the date leave is used. For other than intermittent leave, FMLA absences which exceed two (2) consecutive shifts will be counted against available FMLA leave, beginning with the first shift absence. Leave under the FMLA will run concurrently with any other paid leave, such as sick leave, worker's compensation leave, or any other leave whether paid or unpaid, during which employee medical benefits are provided by the City at City expense. Employees are required to notify the Fire Chief and Human Resources of absences, which may qualify under FMLA.

ARTICLE 14

WORKING OUT OF CLASSIFICATION

Any employee covered by this Agreement who is required to accept the responsibilities and carry the duties of Captain or Lieutenant, for 6 consecutive hours or longer, shall be paid for such acting duty at the rate for the higher ranked position or five (5) percent (%) more per hour than the rate of the employee's regularly assigned job, whichever is higher.

Any firefighter covered by this Agreement and is a certified pump operator who is required to accept the responsibilities and carry the duties of Firefighter Engineer for 6 consecutive hours or longer, shall be paid for such acting duty at the rate for the higher ranked position or five (5) percent (%) more per hour than the rate of the employee's regularly assigned job, whichever is higher.

Regular hours worked and paid under this Article are considered pensionable wages.

ARTICLE 15

HOLIDAYS

Section 1

City shall provide holiday leave benefits which provides for thirteen (13) holidays at 11.2 hours per holiday. The holiday hours will be credited to the employee's vacation hour accrual at the close of each bi-weekly payroll period at a rate of 5.6 hours per bi-weekly pay period. A non-probationary bargaining unit employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for such accrued holiday pay, in accordance with Article 18.

New Year's Day	Martin Luther King Day	Presidents Day
Good Friday	Memorial Day	Juneteenth
Independence Day	Labor Day	Veterans Day
Thanksgiving Day	The day after Thanksgiving	
Christmas Eve	Christmas Day	

Section 2

Employees who work on the following holidays will be paid at one and ½ times their normal hourly rate. The pay will only apply to these holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day

The additional ½ time will be paid through overtime at 1.0 and will equal 12 hours for the full shift or calculated for actual hours worked. The additional pay will be paid to the oncoming shift the morning of the holiday and in the event of a shift exchange, the employee physically working will receive the additional pay.

ARTICLE 16

PROMOTIONS

When a budgeted vacancy occurs in any position covered by this Agreement, such vacancy shall be filled when there is a person on the Civil Service list acceptable to the Chief. All vacancies to be filled shall be filled in accordance with those regulations of the St. Augustine Civil Service Board.

ARTICLE 17

PERSONNEL REDUCTION

In the case of a personnel reduction, the City will follow the Civil Service Rules and Regulations, if any, for the Fire Department (Rule 14, Section 1, Layoff). In the event of a reduction of work force or elimination of a position, seniority within the employee's job classification shall govern. Layoffs shall begin with the employee having the least seniority in the job classification. However, overall City seniority will be applied such that layoff from a particular job classification does not preclude the individual from bumping to a lesser classification. Employees shall be recalled to their former classification or to any classification previously held with the City and recall shall be in the inverse order of layoff. Employees shall retain layoff status for the purpose of reinstatement for a period of two years from the date of layoff.

ARTICLE 18

VACATION

Section 1

As used in this collective bargaining agreement, the terms “accrued” or “accrual” shall not be construed as an unqualified right to vacation benefits but shall be specifically subject to the exceptions and conditions set forth in this Article. Effective October 1, 2025, each regular full-time and probationary bargaining unit employee will, based upon full months of continuous service, be credited bi-weekly with vacation leave according to the following schedule:

Firefighters; Firefighter Engineers; Fire Lieutenants; Captains - Positions Scheduled (2912 hours)

SERVICE MONTHS	START OF SERVICE YEAR #	HOURS/YR VACATION	VACATION BIWEEKLY ACCRUAL	HOLIDAY BIWEEKLY ACCRUAL	TOTAL BIWEEKLY AMOUNT	MAX ACCRUED HOURS
0 - 60	0 - 5	144	5.538	5.6	11.138	960
61-120	6 - 10	192	7.385	5.6	12.985	960
121 - 180	11 - 15	240	9.231	5.6	14.831	960
181 - 240	16 - 20	264	10.154	5.6	15.754	960
241+	20+	288	11.077	5.6	16.677	960

Fire Inspectors – Positions Scheduled (2080 hours)

SERVICE MONTHS	START OF SERVICE YEAR #	HOURS/YR VACATION	VACATION BIWEEKLY ACCRUAL	MAX ACCRUED HOURS
0-60	1-5	80	3.0770	480
61-72	6	88	3.3847	488
73-84	7	96	3.6924	496
85-96	8	104	4.0000	504
97-108	9	112	4.3077	512
109-168	10-14	120	4.6154	520
169-180	15	128	4.9231	528

181-192	16	136	5.2308	536
193-204	17	144	5.5385	544
205-216	18	152	5.8462	552
217-228	19	160	6.1539	560
229+	20+	168	6.4615	560

Vacation leave shall be considered earned on the day following the end of each bi-weekly pay period and shall be credited to the employee's vacation account bi-weekly. Vacation credits shall be accrued during the first three months of employment, but an employee will not be eligible to be paid for any vacation leave hours unless or until he/she has completed six (6) months of continuous, full-time employment.

An employee on leave without pay for up to seven (7) consecutive calendar days will be credited with vacation hours for the bi-weekly pay periods in which the seven (7) days occur. Any employee on leave without pay for eight (8) or more consecutive days will not be credited with vacation hours for any bi-weekly pay period ending after eight (8) consecutive days of such absence provided, however, employees on leave without pay for the purposes of attending college while working on a fire related degree or employees on worker's compensation leave, national guard, military duty or jury duty leave will continue to accrue leave for the first two full pay periods while on such leave.

Effective October 1, 2025, and thereafter, the unused vacation, including holidays saved, may be accumulated to a maximum of nine hundred and sixty hours (960). When an employee has reached the maximum accrual limit of vacation hours, the employee will not accrue or be credited with any additional vacation hours or holiday hours until his or her vacation balance drops below the maximum accrual limit.

Vacation leave shall be charged to employees' accounts in increments of no less than 1 hour. The Fire Chief, or his designee, must approve use of all vacation leave prior to its use giving preference to use of two weeks' vacation over one day's vacation.

Section 2 Vacation Selection

Employees' annual calendar year vacation selections will be made in accordance with the established standard operating guide.

Vacations scheduled and approved sixty (60) days in advance will not be cancelled

absent a declaration of a civil emergency by the City Manager (i.e., for hurricanes, tornadoes, fires, flooding, health pandemics, or other similar civil disasters).

Section 3 Terminating Employees

Any non-probationary employee who voluntarily leaves the service of the City for any reason, including regular or disability retirement, shall be paid for unused earned vacation leave, up to a maximum of 960 hours in accordance with the maximum accruals provided for in Section 1 of this Article, if the employee gives and works through a minimum two-week notice, unless deemed medically or psychologically unfit by a medical provider, Fire Chief, Human Resources Director, or City Manager/designee.

Non-probationary employees who retire at any age with 25 years or more of service or retire or leave the City's employment who are age 50 and older and qualify for 100% vacation leave payout; will be paid this leave through a Health Reimbursement Arrangement (HRA) and Special Pay Plan/401a. These will be funded with a 50/50 split of vacation leave time into each account.

Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued vacation leave.

Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during scheduled payroll periods.

The official termination date shall be the last day of active employment and shall not be extended for the purpose of vacation leave.

ARTICLE 19

CALL-BACK PAY

Any employee covered by the terms of this Agreement who has physically left the Fire Station and is called back to work for duty shall be paid time and one-half his regular straight-time rate with a minimum of two hours. The minimum of two hours shall not apply to more than two callbacks during any twenty-four-hour period. If an employee is called back more than two times in a twenty-four-hour period, he shall be paid at the applicable overtime rate for actual time worked in excess of the first two callbacks.

ARTICLE 20

MILEAGE ALLOWANCE AND TRANSPORTATION

Employees required to change stations after reporting to duty shall be furnished transportation to and from the station he or she reported to duty. The City shall provide transportation for any special work requirements. The City will provide mileage allowance for Fire Department personnel using their own vehicles for schools, etc., if approved by the Fire Chief.

ARTICLE 21

OVERTIME

Employees shall receive one and one-half times their regular rate of pay for all hours worked in excess of 212 hours in any 28-day tour of duty. Regular rate of pay equals annual salary divided by 2,912 to produce rate of pay per hour. The City will comply with any State or Federal law requiring other than shown above. Overtime shall be distributed through a fair and equitable process that provides all qualified employees with reasonably equal opportunities to work available overtime as it may become available.

ARTICLE 22

HEALTH AND SAFETY

Section 1

A safety committee comprised of three members, one designated by the City Manager, one by the Fire Chief and one by the Union, may meet four (4) times a year and investigate all matters concerning safety in the Fire Department.

Section 2

The City agrees that whenever possible adequate manpower will be provided to assure citizens of St. Augustine, Florida proper fire protection.

Section 3

The safety committee may submit written recommendations to the Fire Chief and the City Manager twice per year for their consideration.

ARTICLE 23

CLOTHING

All uniforms, protective clothing or protective devices required of employees covered by this Agreement in the performance of their duties shall be furnished by the City at no cost to the employee. The term “uniform” shall not include shoes, socks, or underclothing. Each bargaining unit member will be provided with three (3) complete sets of uniforms (Class A, B, C) for use on duty.

The City will provide an annual allowance of a maximum of \$120.00 each contract year toward the purchase of job-related equipment, i.e., steel-toed boots, flashlights, or tools. The equipment may be purchased and charged to the City from City approved vendor(s). The City will credit the allowance toward the purchase and balance will be repaid to the City by payroll deduction. The employee must authorize the deduction prior to purchase. As an alternative, the employee may purchase approved equipment, present proof of purchase (receipt identifying the cost of the item and the date of purchase) and show the equipment to the Chief. The City will reimburse the employee up to the above allowed amounts, not to exceed the cost of the equipment. Equipment purchased that is not approved by the Chief will not be eligible for reimbursement.

ARTICLE 24

MEDICAL AND DENTAL COVERAGE

Section 1

The health insurance plan as approved by the City of St. Augustine will be offered. The City will pay for each individual employee's Group Health Insurance through the duration of this Agreement, provided however, that the City reserves the ultimate right to make any changes including but not limited to any change in the insurance carrier(s) nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget.

The employee will pay for any dependent coverage elected; provided that the City may, at its option, contribute toward dependent coverage. If the City contributes toward dependent coverage, it may, at its option, decrease or cease such contributions in the future by advising the Union of its decision.

Section 2

The City will provide individual dental coverage of its choice to employees only at the City's cost for the duration of this Agreement provided, however, that the City reserves the ultimate right to make any changes including, but not limited to, any change in the insurance carrier(s), nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget. Optional dependent dental coverage may be offered. The employee will pay for any ~~and all elected~~ dependent dental coverage elected; provided that the City may, at its option, contribute toward dependent coverage. If the City contributes toward dependent coverage, it may, at its option, decrease or cease such contributions in the future by advising the Union of its decision.

ARTICLE 25

HOURS OF WORK

The present schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall remain unchanged for all employees defined as fifty-six (56) hour shift employees.

Effective October 1, 2025, the maximum number of consecutive shifts an employee may work is two, absent express permission from the Fire Chief. In the event an employee works two consecutive shifts, and then the employee is eligible to work an overtime shift but is prevented from doing so as a result of this shift restriction policy, the employee shall not lose his or her position on the overtime rotation list.

ARTICLE 26

EMT CERTIFICATION

Section 1

EMT certification will be a mandatory condition of employment. The City will pay the costs of maintaining the EMT certification. This obligation is limited to payment for registration, books, fees, and license fees. Payment will be made upon presentation of a copy of the recertification to the City. The City will not pay for any recertification obtained prior to coming to work for the City as a firefighter. Article 32, Class Leave, is applicable to retaining EMT recertification. Except as provided in Article 32, the City's obligation under this Section does not include payment for attending class, travel expenses or payment of any other reimbursement except as set forth above.

ARTICLE 27

SHIFT EXCHANGE

Shift exchanges shall be solely for the convenience of the employees. Any firefighter covered by this Agreement, including those who have completed six (6) months of their probationary period, may temporarily exchange shifts upon written approval of the Fire Chief or Shift Commander. Firefighters may switch with officers and vice versa under the following conditions:

Any member with three (3) years of service or more with the City or any non-probationary member with more than five (5) years of prior fire service may exchange with any officer provided there is one officer (Captain or Lieutenant) on duty at all times.

If the replacement employee on a shift exchange, including when the shift exchange is being repaid, fails to report for any reason, including illness, the replacement employee's vacation account will be charged with the amount of time involved in the shift exchange. If the failure to report results in overtime, the employee's vacation account will be charged at 1-1/2 times the number of hours involved. There is no obligation on the City to keep track of hours owed as a result of a shift exchange. If an employee quits, is terminated or, for any other reason, fails to repay a shift exchange, the City has no liability to pay for the shift exchange.

The maximum number of shifts that may be exchanged per employee per month is three (3) unless approved by the Chief.

ARTICLE 28

WAGES

Section 1

- A. For FY 2025/2026, bargaining unit employees shall receive the following, effective no later than the first full pay period in October:
1. A general wage increase of \$1,556 plus a 2.5% or the same as that given to City employees not in a bargaining unit, whichever is greater.
 2. Bargaining unit employees will be eligible for a two-step merit increase effective the first full pay period of each fiscal year, provided he/she has completed six (6) months of employment by August 31st as outlined in Section 6.
- B. For FY 2026/2027 and 2027/2028, bargaining unit employees shall receive the following, effective no later than the first full pay period in October of each year:
1. A general wage increase, if any, will be the same as that given to City employees not in a bargaining unit.
 2. Bargaining unit employees will be eligible for a two-step merit step increase effective the first full pay period of each fiscal year, provided he/she has completed six (6) months of employment by August 31st as outlined in Section 6.
- C.

Section 2

All firefighters hired on or after October 1, 2025, will receive at minimum the entry-level pay set forth in Addendum A.

Section 3

Effective October 1, 2025, an education supplement as hereinafter set forth, will be given to bargaining unit employees who have completed advanced degrees, and have not previously received an education supplement, as follows:

- | | |
|---|--------|
| a) AS/AA degree | 2 Step |
| b) BA/BS (4 year) degree from an accredited college | 2 Step |
| (4 steps if AA not attained) | |

- c) Master's degree – must be in related field and approved by the Chief and City Manager or designee
- 2 Step

Maximum of six (6) step education supplement. Steps will be effective the beginning of the pay period

Section 4

Effective the first full pay period in October **2025** and each contract year thereafter, the City will pay a salary incentive of thirty dollars (\$30.00) per month (fifteen dollars (\$15.00) for twenty-four (24) pays per year) for the following certifications:

1. Pump Operator
2. Fire Officer I
3. Hazmat Technician
4. Fire Instructor
5. Fire Officer II
6. Fire Inspector

Additional Incentive Pay:

1. The City will pay a salary incentive of one hundred dollars (\$100) per month (\$50 per pay and twenty-four pays per year) for paramedic certification.
2. The City will pay a salary incentive of one hundred dollars (\$100) per month (\$50 per pay and twenty-four pays per year) for boat operators. In order to be eligible for this salary incentive, employees must meet the boat operator criteria established by the Fire Chief and/or Deputy Chief. This incentive pay is limited to ten (10) employees covered by the agreement.
3. The City will pay a salary incentive of fifty dollars (\$50) per month (\$25 per pay and twenty-four pays per year) for Honor Guard members. This incentive pay is limited to eight (8) employees covered by the agreement.
4. In order to be eligible for the above salary incentives, employees must complete an incentive pay request form and provide required documentation, if applicable. (Form attached as addendum D)

Section 5

It is the employee's responsibility to have their degrees and current certificate(s) on file with the Human Resources Department. All step increases and additional incentive pay will be effective at the beginning of the pay period following submission of required documentation. The City will have no responsibility for retroactive pay to employees who do not file their degrees, certificates, or incentive pay request form in a timely fashion. The City will automatically remove incentive pay for Paramedic, Fire Instructor, and Fire Inspector I upon the expiration date of the certification, if recertification documentation is not received prior to 30 days of current expiration date.

Section 6

Prior to October 1st, the City will evaluate each full-time regular non-probationary employee in the bargaining units and all employees who have completed at least six (6) months of service by August 31st. Employees receiving an evaluation rating of meets or exceeds expectations will receive a merit step increase. The number of steps received will be the same as the average given to City employees not in the bargaining unit and as defined by the fiscal budget approval process, but not less than 2 steps.

Employees who have reached their maximum step, and who do not receive a merit increase under this section, will receive a lump sum annual bonus up to 2% of base pay for the prior FY based on City policy.

Section 7

An employee promoted to Firefighter/Engineer or Lieutenant will be placed into the new pay range based on their base wage after removing educational steps. Once the employee has been placed into the new pay grade as outlined below, the number of educational steps removed will be reapplied.

- A. For promotion to Firefighter/Engineer, the employee will first be slotted into the new pay range. The employee's salary will then be rounded up to the nearest step in the pay range. The employee's salary will then be adjusted five (5) full steps above where the employee had been placed as a result of rounding and placed on step in the pay range. The intent of this paragraph is

that an employee will receive a minimum of five (5%) percent per promotion;
or

- B. If the promoted employee's current pay is below Step 1, the employee will receive Step 1 of the Firefighter/Engineer pay range, as applicable, provided that the minimum of the new pay range is at least five (5%) percent higher than the employee's pay prior to promotion.
- C. For promotion from Firefighter or Firefighter/Engineer to Lieutenant, the employee will first be slotted into the new pay range. The employee's salary will then be rounded up to the nearest step in the pay range. The employee's salary will then be adjusted six (6) full steps above where the employee had been placed as a result of rounding and placed on step in the pay range. The intent of this paragraph is that an employee will receive a minimum of six (6%) percent per promotion; or
- D. If the promoted employee's current pay is below Step 1, the employee will receive Step 1 of the Lieutenant pay range, as applicable, provided that the minimum of the new pay range is at least six (6%) percent higher than the employee's pay prior to promotion.
- E. In addition, an employee promoted to Firefighter Engineer or Lieutenant will be eligible for a three (3) step increase effective the beginning of the pay period following the first anniversary date of the promotion, provided the employee has been continuously and is currently employed in the same position on the anniversary date.

Section 8

The current practice of compensating Fire Department personnel for performing fire safety inspection will continue. All qualified firefighters, firefighters/engineers and lieutenants will be eligible for the assignment and be paid fifteen dollars (\$15.00) per inspection. "Qualified" means the firefighter; firefighter/engineer or lieutenant has the State Marshal Fire Safety Inspector's Certificate on file with the City. However, if an employee is working on a modified schedule due to a non-work-related injury or illness, the additional compensation is not applicable.

Section 9

No employee, as a result of a merit increase or educational supplement, as defined by this article will exceed the maximum steps for their pay grade as outlined on Addendum A for Firefighters & Inspector (2080-hour schedule), Addendum B for Firefighter Engineers, and Addendum C Fire Lieutenants.

ARTICLE 29

LIFE INSURANCE

The Employer shall provide statutory in-line of duty life insurance protection for every member of the bargaining unit as provided by State law. In addition, the Employer will provide \$50,000 of additional life insurance for every member of the bargaining unit.

ARTICLE 30

PENSION

The pension plan for members of the bargaining unit shall be administered by the Board of Trustees according to Chapter 175 of the Florida Statutes, in compliance with all applicable laws and regulations.

ARTICLE 31

GRIEVANCE PROCEDURE

Section 1

A grievance is defined as a complaint arising out of the interpretation or application of this Agreement.

A working day is defined as a day in which City Hall is open for business.

Section 2

An employee covered by this Agreement shall present his/her grievance to the Fire Chief within ten (10) working days of the date on which the facts giving rise to the grievance occurred.

- STEP 1.
- (a) An employee may discuss his/her grievance orally with the Shift Commander in charge of his/her shift with or without the presence of his/her steward. The Shift Commander shall attempt to address the complaint within the shift.
 - (b) If the grievance is not resolved by the Shift Commander or was not submitted to the Shift Commander, it may be submitted in written form by the steward to the Fire Chief. The grievance form submitted to the Fire Chief must have the answer to the grievance in writing by the Shift Commander if the grievance was submitted to the Shift Commander and a written response was received. The written grievance must set forth the following:
 - 1. a statement of the grievance and the facts on which it is based;
 - 2. the section or sections of the contract violated or alleged to have been violated;

3. the remedy or adjustment requested;
4. the signature of the aggrieved employee or steward.

The Fire Chief will discuss the grievance with the employee and the steward, if the steward is present, and give an answer, in writing, on the grievance form within ten (10) working days.

STEP 2 If the matter is not resolved, the steward may refer the grievance to the City Manager in writing within ten (10) working days from the date the Fire Chief signed the grievance form for the Step 1 answer. The City Manager or his designee shall give his written answer within ten (10) working days after receipt of grievance.

STEP 3 If the decision of the City Manager or his designee is not acceptable to the employee or the Union, they may, by written notice to the City Manager within ten (10) working days of receipt of the answer at Step 2, request binding arbitration.

Section 3

The Arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.

The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall submit in writing his findings of fact and decision within thirty (30) days after the conclusion of testimony and argument or as soon as practical thereafter.

The expense of the Arbitrator's services and the proceeding shall be shared equally by both parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and provides a copy without charge to the Arbitrator, if requested. If both parties request or obtain a copy of the transcript, the cost of the transcript will be split by the parties.

For purposes of the arbitration hearing the following standards for the payment of witnesses shall apply:

1. The grievant shall not be paid for time spent at the hearing but may use vacation time.
2. Any witnesses subpoenaed by either the Union or the City who are scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing.
3. Any witnesses subpoenaed by either the Union or the City who are not scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing if: (1) they are called to testify and (2) the arbitrator determines that his or her testimony is material to the case. No shift swaps will be permitted for those individuals subpoenaed for an arbitration hearing. No grievant or witness may drive a City vehicle to the arbitration hearing.

Section 4

An employee having a grievance shall have the right to take the matter up with the steward during working hours.

Section 5

The time limits established in this Article may be extended by mutual consent. Grievances not appealed in writing to the next step as provided in this Article shall be considered settled on the basis of the last decision. Failure of the Fire Chief or City Manager to timely respond to a grievance shall be considered a denial of the grievance and the grievance may be taken to the next Step of the procedure.

Section 6

Time spent by the steward or union officer on their duty days in discussing or processing grievances as provided in this Article shall not result in a loss of earnings or benefits.

Section 7

The steward, Union official or grievant shall not travel between stations to discuss grievances during their duty shift.

Section 8

The members of the bargaining unit shall have the option of utilizing the Civil Service Board appeal procedure or this grievance procedure, but he/she cannot use both.

The parties will attempt to mutually agree on an arbitrator. If agreement on an arbitrator cannot be reached within ten (10) working days, a panel of seven (7) arbitrators shall be requested by the party requesting arbitration. This panel will be requested from the Federal Mediation Conciliation Service. Within ten (10) working days after the receipt of the panel by the parties, a meeting will be set for the alternate striking of names. The party requesting arbitration shall have the first strike. The last name on the list will be that of the chosen arbitrator.

Section 9

Any employee may present his own grievance, in person or by legal counsel, to the City and have such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

SAMPLE GRIEVANCE FORM

TO: _____
(Name of Organization)

FROM: _____
(Last Name) (First Name) (Middle)

RANK: _____ UNION CARD NUMBER: _____

FIRE DEPARTMENT ASSIGNMENT: _____

SUBMIT THE FOLLOWING GRIEVANCE WHICH OCCURRED ON: _____
(Date)

_____ AGAINST: _____
(Location)

AS A VIOLATION OF: _____

THE FACTS PERTAINING TO SAID GRIEVANCE ARE AS FOLLOWS:

SUGGESTED CORRECTION:

(Signature of Station Steward or Union Official)

(Signature of Employee)

Date

ARTICLE 32

CLASS LEAVE

Each member of the bargaining unit shall be allowed up to four (4) hours a week off work to attend classes. Classes must be fire related or general subject related to acquiring a degree in fire science. All time off shall be subject to approval by the Chief. In order to be eligible for time off to attend class, the employee must also attend classes during his off- duty hours. While on duty, he/she must carry a radio so that he/she can respond in the event of an emergency. It is understood that the four (4) hours per week is a maximum unless otherwise approved by the Chief; if the class is a two (2) hour class during working time, then the normal time off to attend the class would be two (2) hours plus the time necessary to travel to and from class.

ARTICLE 33

DRUG AND ALCOHOL TESTING

Section 1

The City may require employees who are required to drive Fire Department vehicles to be tested for the illegal use of controlled substances on a random basis. The random drug testing will be a part of a City drug and/or alcohol use/abuse policy. A copy of the Letter of Understanding relating to the City Drug Free Workplace Policy and Random Drug Testing is attached and incorporated herein by reference.

ARTICLE 34

SAVINGS CLAUSE

If any provision or the application of such provision shall be rendered or declared invalid by any court action or by reasons of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in force. The Union and the City will sit to attempt to reach agreement on a replacement article. If agreement is not reached, the impasse procedures of the Public Employees Relations Act ("PERA") will apply.

ARTICLE 35

DURATION OF AGREEMENT

Section 1

This Agreement shall be in full force and effect upon ratification by both parties until September 30, 2028. However, the parties agree to meet and discuss changes to Article 25, Hours of Work, if twenty-four hours on duty and seventy-two hours off duty schedules are adopted by surrounding agencies.

Section 2

Either party may notify the other in writing between February 1, 2028 and April 30, 2028 of its desire to modify or terminate the Agreement effective September 30, 2025. If notice is not given by April 30, 2028, of the intent to modify or terminate, the contract will automatically renew for successive one-year periods until written notice to modify or terminate is given by either party by April 30th of a succeeding year.

IN WITNESS WHEREOF, the parties hereby, by their duly authorized representatives have affixed their signatures on the dates below:

APPROVED FOR THE CITY OF
ST. AUGUSTINE

APPROVED FOR THE FIREFIGHTERS
OF ST. AUGUSTINE

David Birchim
City Manager

Steven Coursey
President LOCAL 2282

Date: _____

Date: _____

SUBJECT TO RATIFICATION BY THE CITY OF ST. AUGUSTINE COMMISSION

Ratified by the City Commission on _____, 2025.

Darlene Galambos
City Clerk

Addendum A

Firefighter/Inspector

STEP/LEVEL	ANNUAL SALARY
1	\$60,680.15
2	\$61,286.96
3	\$61,899.82
4	\$62,518.82
5	\$63,144.01
6	\$63,775.45
7	\$64,413.21
8	\$65,057.34
9	\$65,707.91
10	\$66,364.99
11	\$67,028.64
12	\$67,698.93
13	\$68,375.92
14	\$69,059.68
15	\$69,750.27
16	\$70,447.77
17	\$71,152.25
18	\$71,863.77
19	\$72,582.41
20	\$73,308.24
21	\$74,041.32
22	\$74,781.73
23	\$75,529.55
24	\$76,284.85
25	\$77,047.69
26	\$77,818.17
27	\$78,596.35
28	\$79,382.32
29	\$80,176.14
30	\$80,977.90
31	\$81,787.68
32	\$82,605.56
33	\$83,431.61
34	\$84,265.93
35	\$85,108.59
36	\$85,959.67
37	\$86,819.27
38	\$87,687.46
39	\$88,564.34
40	\$89,449.98

Addendum B

Firefighter/Engineer

STEP/LEVEL ANNUAL SALARY

1	\$66,360.33
2	\$67,023.94
3	\$67,694.18
4	\$68,371.12
5	\$69,054.83
6	\$69,745.38
7	\$70,442.83
8	\$71,147.26
9	\$71,858.73
10	\$72,577.32
11	\$73,303.09
12	\$74,036.12
13	\$74,776.49
14	\$75,524.25
15	\$76,279.49
16	\$77,042.29
17	\$77,812.71
18	\$78,590.84
19	\$79,376.75
20	\$80,170.51
21	\$80,972.22
22	\$81,781.94
23	\$82,599.76
24	\$83,425.76
25	\$84,260.02
26	\$85,102.62
27	\$85,953.64
28	\$86,813.18
29	\$87,681.31
30	\$88,558.12
31	\$89,443.71
32	\$90,338.14
33	\$91,241.52
34	\$92,153.94
35	\$93,075.48
36	\$94,006.23
37	\$94,946.30
38	\$95,895.76
39	\$96,854.72
40	\$97,823.26

Addendum C

Lieutenant

STEP/LEVEL	ANNUAL SALARY
1	\$72,608.53
2	\$73,334.62
3	\$74,067.96
4	\$74,808.64
5	\$75,556.73
6	\$76,312.29
7	\$77,075.42
8	\$77,846.17
9	\$78,624.63
10	\$79,410.88
11	\$80,204.99
12	\$81,007.04
13	\$81,817.11
14	\$82,635.28
15	\$83,461.63
16	\$84,296.25
17	\$85,139.21
18	\$85,990.60
19	\$86,850.51
20	\$87,719.01
21	\$88,596.20
22	\$89,482.17
23	\$90,376.99
24	\$91,280.76
25	\$92,193.57
26	\$93,115.50
27	\$94,046.66
28	\$94,987.12
29	\$95,936.99
30	\$96,896.36
31	\$97,865.33
32	\$98,843.98
33	\$99,832.42
34	\$100,830.75
35	\$101,839.05
36	\$102,857.44
37	\$103,886.02
38	\$104,924.88
39	\$105,974.13
40	\$107,033.87

AGREEMENT
between
THE CITY OF ST. AUGUSTINE
and the
PROFESSIONAL FIREFIGHTERS OF ST. AUGUSTINE
LOCAL NO. 2282
FIREFIGHTERS AND FIRE LIEUTENANTS
IN SEPARATE BARGAINING UNITS

**The following are the articles updated/changed
for the agreement.**

October 1, 2025, through September 30, 2028

ARTICLE 8

REPRESENTATION

Section 1

There shall be one (1) Steward on each shift.

Section 2

The Union will notify the City's Human Resources ~~Department~~ Division of the names, addresses and phone numbers of each Union officer and Steward on or before January 1 of each year. If there is any change in Union officers or Stewards during the year, the City's Human Resources Department will be notified immediately.

Section 3

The City and the Union agree to abide by Fla. Stat. 447.509 regarding solicitation and distribution.

ARTICLE 13

SICK LEAVE AND WORKER'S COMPENSATION

Section 1 Sick Leave Accrual

As used in this collective bargaining agreement, the terms "accrued" or "accrual" shall not be construed as an unqualified right to sick benefits but shall be specifically subject to the exceptions and conditions set forth in this Article. Each regular full-time and probationary employee will earn sick leave credit at a rate in accordance with the schedule below. All sick leave hours credited for bi-weekly pay periods will be credited as payable sick leave as follows:

Hours in Regular Payroll Period	No. of hrs. Accumulated Per Bi-Weekly Pay Period	Number of Hours Accumulated Per Year
112	4.310 Payable Sick Leave	112.06

Payable sick leave is defined as sick leave hours to be used as sick leave while employed or paid for upon retirement or resignation from the City, provided the employee has completed probation. When an employee has used his/her accumulated sick leave so as to have reduced his/her sick leave balance to zero (0), he/she shall not be able to use any sick leave accrual until he/she has returned to full-time duty. Sick leave will be credited to employees' accounts bi-weekly. Probationary employees will accrue bi-weekly sick leave but will not be allowed to use the accrued sick leave until 90 days of employment have been completed.

Section 2

After two (2) consecutive shifts or three (3) or more separate sick days used by an employee in any one twenty-eight (28) day period and when in the judgment of the Chief, sick leave may appear to be abused or where the employee regularly uses sick leave as it is earned, the employee requesting sick leave will be required to furnish competent medical proof for such absence, prior to sick leave pay being granted. Such competent medical proof

shall include a physician's statement attesting to his inability to perform work on the day(s) of absence.

Section 3 Sick Leave Accumulation and Bonus Payout

- (A) Any accrued sick leave hours will be carried forward at the end of the fiscal year to be used as sick leave during the employee's employment.
- (B) All payable sick leave will be paid at the employee's base hourly rate (hourly rate = base annual pay divided by 2912 hours) when a non-probationary employee leaves employment with the City, if the employee gives and works through a two-week notice.
- (C) Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued payable sick leave.
- (D) Non-probationary employees who are terminated will be paid within sixty (60) days of their last day of active employment or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during scheduled payroll periods.
- (E) Employees will have the option by March 31st and by September 30th of each year of receiving pay (base hourly rate) for up to 112 payable sick leave hours each option date. To be eligible to participate in the sell-back option, an employee must have a minimum combined balance of three hundred thirty-six hours (336) of sick and vacation leave; provided that an employee must, after the sell-back, retain a minimum of fifty-six (56) hours sick leave.
- (F) Employees will have the option by March 31st and by September 30th of each year to convert up to fifty-six (56) payable sick leave hours to vacation hours. To be eligible, an employee must have a remaining sick leave balance of at least one hundred twelve (112) hours of sick (payable and/or non-payable) leave after the conversion.
- (G) ~~Once established,~~ Non-probationary employees who retire at any age with 25 years or more of service or retire or leave the City's employment who are age 50 and older and qualify for 100% sick leave payout; will be paid this leave

through a Health Reimbursement Arrangement (HRA) and Special Pay Plan/401a. These will be fund with a 50/50 split of sick leave time into each account.

Section 4

All workers' compensation premiums are to be paid by the City. An employee who is temporarily disabled as a result of an injury received in the course of employment with the City, shall be entitled to be compensated herein. During the first week (7 calendar days,) the employee will receive his/her normal City paycheck. Such employee shall receive eighty-five percent (85%) of his/her normal paycheck from the City for the second through fourteenth week of any compensable disability. The purpose and intent of this eighty-five percent (85%) payment is to provide an amount of pay which approximates the employee's **normal pre-injury** pay after taxes. In order to qualify for these benefits, the employee must endorse his/her worker's compensation checks over to the City. It is the employee's option to choose between the worker's compensation check or the City paycheck; however, once an option is selected, that option will continue for the remainder of the thirteen weeks during which the employee should receive the eighty-five percent (85%) payment to the City For the purpose of this Section, the normal paycheck will be the amount of salary, excluding overtime, the employee was receiving immediately prior to his injury. The payment under this Article will continue for a maximum of up to thirteen (13) weeks within the two (2) year period following the date of such injury or until the date of medical determination that the employee will be unable to return to duty, whichever comes first. If such disability continues for more than fourteen (14) weeks from the pay period following the date of such injury (or has been medically determined to be of a nature which prevents the return to duty of such employee during such fourteen (14) week period,) the employee's eighty-five percent (85%) or normal pay shall be terminated at the end of said fourteen (14) week period (or date of medical determination that such employee will be unable to return to duty within said fourteen (14) week period.) The City may, solely at its discretion, provide extensions of normal pay beyond the fourteen (14) week period limitation as outlined herein. At the termination of the fourteen (14) week period or the termination of the extension period, the employee's right to compensation shall be governed by the Worker's Compensation Law and by his

ARTICLE 14

WORKING OUT OF CLASSIFICATION

Any employee covered by this Agreement who is required to accept the responsibilities and carry the duties of Captain or Lieutenant, for 6 consecutive hours or longer, shall be paid for such acting duty at the rate for the higher ranked position or five (5) percent (%) more per hour than the rate of the employee's regularly assigned job, whichever is higher.

Any firefighter covered by this Agreement and is a certified pump operator who is required to accept the responsibilities and carry the duties of Firefighter Engineer for 6 consecutive hours or longer, shall be paid for such acting duty **at the rate for the higher ranked position or five (5) percent (%) more per hour than the rate of the employee's regularly assigned job, whichever is higher.** ~~one additional dollar per hour (\$1.00) more than the rate of the employee's regularly assigned job.~~

Regular hours worked and paid under this Article are considered pensionable wages.

ARTICLE 15

HOLIDAYS

Section 1

City shall provide holiday leave benefits which provides for thirteen (13) holidays at 11.2 hours per holiday. The holiday hours will be credited to the employee's vacation hour accrual at the close of each bi-weekly payroll period at a rate of 5.6 hours per bi-weekly pay period. A non-probationary bargaining unit employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for such accrued holiday pay, in accordance with Article 18.

New Year's Day	Martin Luther King Day	Presidents Day
Good Friday	Memorial Day	Juneteenth
Independence Day	Labor Day	Veterans Day
Thanksgiving Day	The day after Thanksgiving	
Christmas Eve	Christmas Day	

Section 2

Employees who work on the following holidays will be paid **at one and ½ times their normal hourly rate.** ~~an additional three dollars (\$3.00) per hour.~~ The pay will only apply to these holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day

The additional ½ time will be paid through overtime at 1.0 and will equal 12 hours for the full shift or calculated for actual hours worked. The additional pay will be **paid to the oncoming shift the morning of the holiday** ~~split between shifts 7/17~~ and in the event of a shift exchange, the employee physically working will receive the additional pay.

ARTICLE 18

VACATION

Section 1

As used in this collective bargaining agreement, the terms “accrued” or “accrual” shall not be construed as an unqualified right to vacation benefits but shall be specifically subject to the exceptions and conditions set forth in this Article. Effective October 1, **2025**, each regular full-time and probationary bargaining unit employee will, based upon full months of continuous service, be credited bi-weekly with vacation leave according to the following schedule:

Firefighters; Firefighter Engineers; Fire Lieutenants; Captains - Positions Scheduled (2912 hours)

SERVICE MONTHS	START OF SERVICE YEAR #	HOURS/YR VACATION	VACATION BIWEEKLY ACCRUAL	HOLIDAY BIWEEKLY ACCRUAL	TOTAL BIWEEKLY AMOUNT	MAX ACCRUED HOURS
0 - 60	0 - 5	144	5.538	5.6	11.138	960
61-120	6 - 10	192	7.385	5.6	12.985	960
121 - 180	11 - 15	240	9.231	5.6	14.831	960
181 - 240	16 - 20	264	10.154	5.6	15.754	960
241+	20+	288	11.077	5.6	16.677	960
0-60	1-5	120	4.6154	5.6	-10.2154	-889.60
61-72	6	156	6.0000	5.6	-11.6000	-925.60
73-84	7	165	6.3461	5.6	-11.9461	-934.60
85-96	8	174	6.6923	5.6	-12.2923	-943.60
97-108	9	183	7.0384	5.6	-12.6384	-952.60
109-168	10-14	192	7.3846	5.6	-12.9846	-961.60
169-180	15	204	7.8461	5.6	-13.4461	-973.60
181-192	16	216	8.3076	5.6	-13.9076	-985.60
193-204	17	228	8.7692	5.6	-14.3692	-997.60
205-216	18	240	9.2308	5.6	-14.8308	-1,009.60
217-228	19	252	9.6923	5.6	-15.2923	-1,021.60

229+	20+	264	10.1538	5.6	15.7538	1,033.60
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Fire Inspectors – Positions Scheduled (2080 hours)

SERVICE MONTHS	START OF SERVICE YEAR #	HOURS/YR VACATION	VACATION BIWEEKLY ACCRUAL	MAX ACCRUED HOURS
0-60	1-5	80	3.0770	480
61-72	6	88	3.3847	488
73-84	7	96	3.6924	496
85-96	8	104	4.0000	504
97-108	9	112	4.3077	512
109-168	10-14	120	4.6154	520
169-180	15	128	4.9231	528
181-192	16	136	5.2308	536
193-204	17	144	5.5385	544
205-216	18	152	5.8462	552
217-228	19	160	6.1539	560
229+	20+	168	6.4615	560

Vacation leave shall be considered earned on the day following the end of each bi-weekly pay period and shall be credited to the employee's vacation account bi-weekly. Vacation credits shall be accrued during the first three months of employment, but an employee will not be eligible to be paid for any vacation leave hours unless or until he/she has completed six (6) months of continuous, full-time employment.

An employee on leave without pay for up to seven (7) consecutive calendar days will be credited with vacation hours for the bi-weekly pay periods in which the seven (7) days occur. Any employee on leave without pay for eight (8) or more consecutive days will not be credited with vacation hours for any bi-weekly pay period ending after eight (8) consecutive days of such absence provided, however, employees on leave without pay for the purposes of attending college while working on a fire related degree or employees on worker's compensation leave, national guard, military duty or jury duty leave will continue to accrue leave for the first two full pay periods while on such leave.

Effective October 1, 2025, and thereafter, the unused vacation, including holidays saved, may be accumulated to a maximum of nine hundred and sixty hours ~~(960) plus 145.6 holiday hours plus the annual hours of vacation leave accrued for the employee's completed years of service.~~ When an employee has reached the maximum accrual limit of vacation hours, the employee will not accrue or be credited with any additional vacation hours or holiday hours until his or her vacation balance drops below the maximum accrual limit.

Vacation leave shall be charged to employees' accounts in increments of no less than 1 hour. The Fire Chief, or his designee, must approve use of all vacation leave prior to its use giving preference to use of two weeks' vacation over one day's vacation.

Section 2 Vacation Selection

Employees' annual calendar year vacation selections will be made in accordance with the established standard operating guide.

Vacations scheduled and approved sixty (60) days in advance will not be cancelled absent a declaration of a civil emergency by the City Manager (i.e., for hurricanes, tornadoes, fires, flooding, health pandemics, or other similar civil disasters).

Section 3 Terminating Employees

Any non-probationary employee who voluntarily leaves the service of the City for any reason, including regular or disability retirement, shall be paid for unused earned vacation leave, up to a maximum of ~~960 1,033.60~~ hours in accordance with the maximum accruals provided for in Section 1 of this Article, if the employee gives and works through a minimum two-week notice, unless deemed medically or psychologically unfit by a medical provider, Fire Chief, Human Resources Director, or City Manager/designee.

~~Once established,~~ Non-probationary employees who retire at any age with 25 years or more of service or retire or leave the City's employment who are age 50 and older and qualify for 100% vacation leave payout; will be paid this leave through a Health Reimbursement Arrangement (HRA) and Special Pay Plan/401a. These will be funded with a 50/50 split of vacation leave time into each account.

Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued vacation leave.

Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during scheduled payroll periods.

The official termination date shall be the last day of active employment and shall not be extended for the purpose of vacation leave.

ARTICLE 24

MEDICAL AND DENTAL COVERAGE

Section 1

The health insurance plan as approved by the City of St. Augustine will be offered. The City will pay for each individual employee's Group Health Insurance through the duration of this Agreement, provided however, that the City reserves the ultimate right to make any changes including but not limited to any change in the insurance carrier(s) nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget.

The employee will pay for any dependent coverage elected; provided that the City may, at its option, contribute toward dependent coverage. If the City contributes toward dependent coverage, it may, at its option, decrease or cease such contributions in the future by advising the Union of its decision.

Section 2

The City will provide individual dental coverage of its choice to employees only at the City's cost for the duration of this Agreement provided, however, that the City reserves the ultimate right to make any changes including, but not limited to, any change in the insurance carrier(s), nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget. Optional dependent dental coverage may be offered. The employee will pay for any ~~and all elected~~ dependent dental coverage **elected; provided that the City may, at its option, contribute toward dependent coverage. If the City contributes toward dependent coverage, it may, at its option, decrease or cease such contributions in the future by advising the Union of its decision.**

ARTICLE 28

WAGES

Section 1

- A. For FY 2025/2026, bargaining unit employees shall receive the following, effective no later than the first full pay period in October ~~of each year~~:
1. A general wage increase of \$1,556 plus a 2.5% or the same as that given to City employees not in a bargaining unit, whichever is greater.
 2. Bargaining unit employees will be eligible for a two-step merit ~~step~~ increase effective the first full pay period of each fiscal year, provided he/she has completed six (6) months of employment by August 31st as outlined in Section 6 5.
- B. For FY 2026/2027 and 2027/2028, bargaining unit employees shall receive the following, effective no later than the first full pay period in October of each year:
1. A general wage increase, if any, will be the same as that given to City employees not in a bargaining unit.
 2. Bargaining unit employees will be eligible for a two-step merit step increase effective the first full pay period of each fiscal year, provided he/she has completed six (6) months of employment by August 31st as outlined in Section 6 5.
- C.

Section 2

All firefighters hired on or after October 1, 2025, will receive at minimum the entry-level pay set forth in Addendum A.

Section 3

Effective October 1, 2025, an education supplement as hereinafter set forth, will be given to bargaining unit employees who have completed advanced degrees, and have not previously received an education supplement, as follows:

- | | |
|---|--------|
| a) AS/AA degree | 2 Step |
| b) BA/BS (4 year) degree from an accredited college | 2 Step |
| (4 steps if AA not attained) | |

- c) Master's degree – must be in related field and approved by the Chief and City Manager or designee
- 2 Step

Maximum of six (6) step education supplement. Steps will be effective the beginning of the pay period

Section 4

Effective the first full pay period in October **2025** and each contract year thereafter, the City will pay a salary incentive of thirty dollars (\$30.00) per month (fifteen dollars (\$15.00) for twenty-four (24) pays per year) for the following certifications:

1. Pump Operator
2. Fire Officer I
3. Hazmat Technician
4. Fire Instructor
5. Fire Officer II
6. Fire Inspector

Additional Incentive Pay:

1. The City will pay a salary incentive of one hundred dollars (\$100) per month (\$50 per pay and twenty-four pays per year) for paramedic certification.
2. The City will pay a salary incentive of one hundred dollars (\$100) per month (\$50 per pay and twenty-four pays per year) for boat operators. In order to be eligible for this salary incentive, employees must meet the boat operator criteria established by the Fire Chief and/or Deputy Chief. This incentive pay is limited to ten (10) employees covered by the agreement.
3. The City will pay a salary incentive of fifty dollars (\$50) per month (\$25 per pay and twenty-four pays per year) for Honor Guard members. This incentive pay is limited to eight (8) employees covered by the agreement.
4. In order to be eligible for the above salary incentives, employees must complete an incentive pay request form and provide required documentation, if applicable. (Form attached as addendum D)

ARTICLE 35

DURATION OF AGREEMENT

Section 1

This Agreement shall be in full force and effect upon ratification by both parties until September 30, 2028. However, the parties agree to meet and discuss changes to Article 25, Hours of Work, if twenty-four hours on duty and seventy-two hours off duty schedules are adopted by surrounding agencies.

Section 2

Either party may notify the other in writing between February 1, 2028 and April 30, 2028 of its desire to modify or terminate the Agreement effective September 30, 2025. If notice is not given by April 30, 2028, of the intent to modify or terminate, the contract will automatically renew for successive one-year periods until written notice to modify or terminate is given by either party by April 30th of a succeeding year.

IN WITNESS WHEREOF, the parties hereby, by their duly authorized representatives have affixed their signatures on the dates below:

APPROVED FOR THE CITY OF
ST. AUGUSTINE

APPROVED FOR THE FIREFIGHTERS
OF ST. AUGUSTINE

David Birchim
City Manager

Steven Coursey
President LOCAL 2282

Date: _____

Date: _____

SUBJECT TO RATIFICATION BY THE CITY OF ST. AUGUSTINE COMMISSION

Ratified by the City Commission on _____, 2025.

Darlene Galambos
City Clerk

Addendum A

Firefighter/Inspector

STEP/LEVEL	ANNUAL SALARY
1	\$60,680.15
2	\$61,286.96
3	\$61,899.82
4	\$62,518.82
5	\$63,144.01
6	\$63,775.45
7	\$64,413.21
8	\$65,057.34
9	\$65,707.91
10	\$66,364.99
11	\$67,028.64
12	\$67,698.93
13	\$68,375.92
14	\$69,059.68
15	\$69,750.27
16	\$70,447.77
17	\$71,152.25
18	\$71,863.77
19	\$72,582.41
20	\$73,308.24
21	\$74,041.32
22	\$74,781.73
23	\$75,529.55
24	\$76,284.85
25	\$77,047.69
26	\$77,818.17
27	\$78,596.35
28	\$79,382.32
29	\$80,176.14
30	\$80,977.90
31	\$81,787.68
32	\$82,605.56
33	\$83,431.61
34	\$84,265.93
35	\$85,108.59
36	\$85,959.67
37	\$86,819.27
38	\$87,687.46
39	\$88,564.34
40	\$89,449.98

Addendum B

Firefighter/Engineer

STEP/LEVEL ANNUAL SALARY

1	\$66,360.33
2	\$67,023.94
3	\$67,694.18
4	\$68,371.12
5	\$69,054.83
6	\$69,745.38
7	\$70,442.83
8	\$71,147.26
9	\$71,858.73
10	\$72,577.32
11	\$73,303.09
12	\$74,036.12
13	\$74,776.49
14	\$75,524.25
15	\$76,279.49
16	\$77,042.29
17	\$77,812.71
18	\$78,590.84
19	\$79,376.75
20	\$80,170.51
21	\$80,972.22
22	\$81,781.94
23	\$82,599.76
24	\$83,425.76
25	\$84,260.02
26	\$85,102.62
27	\$85,953.64
28	\$86,813.18
29	\$87,681.31
30	\$88,558.12
31	\$89,443.71
32	\$90,338.14
33	\$91,241.52
34	\$92,153.94
35	\$93,075.48
36	\$94,006.23
37	\$94,946.30
38	\$95,895.76
39	\$96,854.72
40	\$97,823.26

Addendum C

Lieutenant

STEP/LEVEL	ANNUAL SALARY
1	\$72,608.53
2	\$73,334.62
3	\$74,067.96
4	\$74,808.64
5	\$75,556.73
6	\$76,312.29
7	\$77,075.42
8	\$77,846.17
9	\$78,624.63
10	\$79,410.88
11	\$80,204.99
12	\$81,007.04
13	\$81,817.11
14	\$82,635.28
15	\$83,461.63
16	\$84,296.25
17	\$85,139.21
18	\$85,990.60
19	\$86,850.51
20	\$87,719.01
21	\$88,596.20
22	\$89,482.17
23	\$90,376.99
24	\$91,280.76
25	\$92,193.57
26	\$93,115.50
27	\$94,046.66
28	\$94,987.12
29	\$95,936.99
30	\$96,896.36
31	\$97,865.33
32	\$98,843.98
33	\$99,832.42
34	\$100,830.75
35	\$101,839.05
36	\$102,857.44
37	\$103,886.02
38	\$104,924.88
39	\$105,974.13
40	\$107,033.87

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: September 2, 2025

RE: **OPIOID LITIGATION COMBINED SETTLEMENT PARTICIPATION FORM**

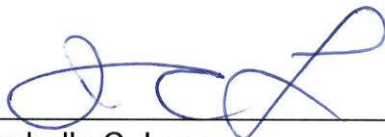
Enclosed please find a Combined Subdivision Participation Form regarding the settlement reached between the State of Florida and the below listed pharmaceutical companies as part of the ongoing opioid litigation:

1. Alvogen, Inc.
2. Apotex Corp.
3. Amneal Pharmaceuticals LLC
4. Hikma Pharmaceuticals USA Inc.
5. Indivior Inc.
6. Viatris Inc. ("Mylan")
7. Sun Pharmaceutical Industries, Inc.
8. Zydus Pharmaceuticals (USA) Inc.

The City's litigation counsel is recommending the City agree to this settlement. The City Manager is authorized to sign this form per Resolution 2021-22.

Please place this participation form on the consent agenda for review and approval at the September 8, 2025 City Commission meeting.

Please contact me if you have any questions or comments. Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

St. Augustine city, FL
Reference Number: CL-1770522

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because the State of Florida is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel or the Implementation Administrator at opioidsparticipation@rubris.com.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form
("Combined Participation Form")

Governmental Entity:	City of St. Augustine	State: FL
Authorized Official:	David Birchim, City Manager	
Address 1:	75 King Street	
Address 2:		
City, State, Zip:	St. Augustine, Florida 32084	
Phone:	(904) 825-1006	
Email:	cosa@citystaug.com	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: **David Birchim**

Title: **City Manager**

Date: _____

