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Sent: Sunday, August 12, 2018 11:37 AM
To: Merino, Jennifer; Brett J. Schneider; amaurodis@wsh-law.com
Cc: Rafols, Nydia M; Dodea, Radu
Subject: Items to Consider in Police and Fire Discussions of Merger with BSO

As requested and as we have discussed over the past year including meetings with outside counsel and HR Director Radu Dodea, following are the items which need to be resolved with Sheriff Israel prior to further action by the City Commission relative to a decision regarding the merger of either Police and/or Fire Rescue. While it is no longer my decision, it is suggested that this e-mail be provided to the City Commission during the Executive Session scheduled for August 15, 2018. Pursuant to my Separation Agreement, I am available to assist with explanation of these issues at your convenience. My appreciation to Radu Dodea and others who were very helpful in providing input to this list. Please all confirm receipt of this email.

Non Employee Related Fire/Rescue Matters:

Will the Sheriff guarantee that the City's Class 2 ISO Rating is maintained?

How will the Sheriff staff the City's new Emergency Operating Center in times of natural and man-made disaster? An organization chart and time-line for staffing up and down should be provided.

What will happen to the City's Fire Marshall process and how will this relate to the City's building permit process, code compliance process, post incident review process and special efforts to comply with State law regarding fire sprinklers in multi-family buildings?

What valuation will be placed on capital assets such as vehicles, buildings, FF&E, land, radio systems, fire suppression/EMS supplies in inventory and special gear worn by employees? This is critical to correctly account for the removal of assets when the CAFR is prepared.

Who will pay for the remainder of the bond issue which includes the new Fire/Rescue headquarters building?

Will all Fire/Rescue stations remain open during the first term of the contract and how long is the duration of the contract?

What form will the contract take? Is it an ILA, an agreement or a contract or some other form?

When will the transfer become fully operational and what is the transition process?

Does the Sheriff have full legal authority to enter into the contract or will the transfer require County Commission approval. This is important because the Sheriff's annual budget is reviewed and approved by the County Commission. What happens if a dispute over the budget at the County level impacts the service levels in Hallandale Beach?

What dispute resolution process will be incorporated in the contract? Is the Sheriff willing to guarantee pricing during the first term. If not will a process be defined to allow the City to analyze any proposed increases in detail and will the Sheriff be willing to accept a maximum annual increase?

What is the payment schedule? Monthly, quarterly, annually. This is important for the City's cash flow analysis. How will the Fire Assessment be calculated? On a City-wide basis or County-wide? Will the formula currently used for FY18/19 be honored during the first year of operation estimated to be FY19/20 if an agreement is reached?

What will happen to Ocean Rescue? Will the City keep this function and, if so, what will be the collective bargaining situation? If the City keeps the function, where will it be housed?

Will response times for EMS and Fire be maintained as well as other metrics during the term of the contract?

What are the metrics the Sheriff uses?

What will the default, notice, cure period provisions of the contract be?

Will the City have the right to refuse command staff appointed by the Sheriff?

What will happen to the PISM?

How is the contract ended if default and cure procedures are not satisfactorily completed from either the Sheriff's or the City's viewpoint?

How will the City re-establish a Fire/Rescue program if this situation happens during the contract. What assets and in what condition will those assets be returned by the Sheriff?

What will happen with any litigation related to the Fire/Rescue function currently underway or to be filed in the future?

This is not meant to be a complete list and some Fire/Rescue issues relate to Police as well. The City's outside counsel may have additional items from their experience.

Non Employee Related Police Matters

What happens with equitable sharing and LEFT funds due the City if the amounts have not been agreed to at the time of the transfer? This could be more than a million dollars that would rightfully be the City's.

How will off-duty assignments work and will sufficient Sheriff employees be available to handle peak events located in the City and handle various late night operations?

How will Police assets such as vehicles, weapons, special tactical gear, radios, FF&E in the station, BWC's and the new simulator be valued? This is important to ensure that the CAFR can be successfully completed.

Will the Sheriff want all or a portion of the space in the Police station? The answer to this question will allow the City to plan for its own space needs at potentially significantly less cost to meet future long term operational needs.

How will on-going police cases be transferred including related evidence?

What will happen to litigation involving the Police Department? Will it be assumed by the Sheriff including potential liability or will the City Attorney continue the cases?

Who will manage the surveillance cameras and LPR's? It is assumed the Sheriff will take over the BWC's.

What will happen to the PISM?

What will the measurement factors be to monitor performance?

How will the contract be adjusted to add or delete services especially in the area of price adjustment? Will the formula be direct cost plus a fixed administrative charge?

What are the default provisions and how will disputes be resolved? Will the City have the right to refuse command staff appointments.

What will the Sheriff's role and financial responsibility be regarding any lawsuits coming out of the merger?

How is the contract ended during the first term and what assets must be returned and in what condition should the decision be made to re-establish a City Police Department?

Where will IA be located for the convenience of potential City interviewees. Will they have to travel to BSO headquarters?

This list is not meant to be all inclusive as the City's outside counsel has significant experience in the merger process and there is crossover with Fire/Rescue.

Employee and CBA Related Matters

Wages including salary, COLA, overtime, premium rate, hours considered worked and not worked, payment for off-duty assignments, sick leave buy back, uniform allowances, call back pay, longevity adjustments, LEAP pay for achieving educational levels, special assignment pay for K-9, SWAT, Investigative Services, Special Ops, Field Training Officers, Midnight Shift, and Educational Incentives for tuition reimbursement and bonuses.

Vacation sick and comp leave including number of hours provided, number of hours carried over, amount of hours allowed at payout paid at the regular rate or premium rate including five year averaging.

Insurance issues including City cost for single, family and retiree coverage, life insurance availability and cost comparison.

Pension issues including but not limited to vesting, multiplier, pensionable earnings, member contribution rate, pension cap, additional accrual service, DROP, pension medical stipend, final compensation averaging and pension COLA. Every employee will want to know their own status. This matter is further complicated by the recent actuarial study prepared by the City's actuary that says staying with the City's retirement may be less expensive than going with the Sheriff's FRS retirement system. It is suggested that the 2017 Summer Study on the Pension Board's over reach be provided during the August 15, 2018 Executive Session.

Other retirement benefits such as Retirement Health Savings Accounts, the 401 Match Plan and the Fire/Rescue VEBA program.

I have not included the various elements of both Police and Fire CBA's because the City would no longer be in a management role, however, knowing the rights the Sheriff would have in relation to the City's rights would be beneficial.

What is the process for obtaining union approval from both the City's unions and the Sheriff's? What happens if any of the four unions rejects the transfer?

Non-Contractual Employee Related Matters

How will the current employees be kept informed of the process leading to a decision on transfer as established by the City Commission?

Will AFSCME employees be given priority if filling other city positions if qualified?

If anyone becomes unemployed as a result of the process what assistance will they be given by the City?

What happens to the 40 plus Police Department employees who are represented by AFSCME and are considered civilians if the transfer occurs.

If the City transfers either or both functions and it has lost the 175/185 monies as a result of actions taken relative to the Police and Fire Pension Board, could that revenue source be re-established.

If a merger occurs and the City continues to pay for pension costs for transferred employees, will those employees be required to remain in the City or will they be allowed to transfer out of the City?