

**FIRST AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE CITY OF NORTH PORT, FLORIDA,  
AND THE SOUTHWEST FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

This *First Amendment* ("First MOU") to the Collective Bargaining Agreement Between the City of North Port and Florida Police Benevolent Association – A Chapter of the Southwest Florida Police Benevolent Association, for the Rank-and-File Police Department Bargaining Unit, amending Appendix B, is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City") and the Southwest Florida Police Benevolent Association, Inc. ("P.B.A.").

**RECITALS**

**WHEREAS**, on or around July 18, 2024, the parties entered into the Collective Bargaining Agreement Between the City of North Port Florida and Florida Police Benevolent Association – A Chapter of the Southwest Florida Police Benevolent Association, for the Rank-and-File Police Department Bargaining Unit (Term: 10/01/2024 – 09/30/2027) (the "Original Agreement"); and

**WHEREAS**, the parties mutually desire to amend the Original Agreement to amend Appendix B.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All References to this "Agreement" in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. This First Amendment is effective as of the date the last party approves or executes it, as applicable (the "Effective Date"), and shall continue as otherwise provided in the Original Agreement.

**2. ORIGINAL AGREEMENT APPENDIX B – PAGE 4, GETTING STARTED**

Appendix B, Page 4, Paragraph 3 of the Original Agreement is amended in its entirety to read as follows:

A member who wishes to participate in the Professional Development Program should meet with their immediate supervisor. The supervisor will assist the member with the set-up of their Professional Development File and will discuss the levels of Program Incentive, Categories of

Achievement, and the member's plan to achieve the level desired. Each member is responsible for their own Professional Development File.

The member will record activities for credit by completing an Activity Sheet for each activity they complete and have it signed by their immediate supervisor. All activities must be verified and recorded within the evaluation period of October 1st through September 30th. All points recorded during the period of September 1, 2025, through September 30, 2025, shall carry forward to the evaluation period for Fiscal Year 2026. Starting in Fiscal Year 2026, the evaluation period will run from September 1<sup>st</sup> through August 31<sup>st</sup>. The only carryover credits to the next plan year are as provided in this section, as otherwise provided in the Professional Development Program, or as may be agreed by the city and the PBA.

Members who have obtained the maximum of 480 hours of advanced incentive course recognized by the Florida Department of Law Enforcement (FDLE) or who hold an associate, bachelor's, or master's degree will receive points each year for these achievements. Members are eligible for these categories regardless of when achieved.

The Professional Development Program is designed to allow the members to work steadily and consistently in the program. The Professional Development Program allows credit for activities completed while employed by the North Port Police Department only, except as specifically noted above regarding recurring credits for previously obtained Florida salary incentive classes while employed as a Law Enforcement Officer in the State of Florida. Certain achievements may qualify under multiple categories, one submission cannot be used for multiple categories in an evaluation year.

The Professional Development Program Review Committee will provide guidance on whether an activity will count as a credit.

### **3. ORIGINAL AGREEMENT APPENDIX B – PAGE 5, PROGRAM INCENTIVE LEVELS FOR PROFESSIONAL DEVELOPMENT**

Appendix B, Page 5, subsection entitled – *Program Benefits for Members who are in year one of employment*, is amended in its entirety to read as follows:

Members who are in their first year of employment may participate in the Professional Development Program. On October 1st of each plan year, members will receive a prorated increase starting from their certification date (hire date for Telecommunications), based on the level achieved over the previous year. For proration purposes, any portion of a month from the certification date will be counted as a full month.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as follows.

*(Remainder of this page left blank.)*

Approved by the Southwest Florida Police Benevolent Association, Inc., on Nov 20, 2025

**SOUTHWEST FLORIDA POLICE BENEVOLENT  
ASSOCIATION, INC.**

By: [Signature]  
Name: Scott Smith  
Title: Vice President

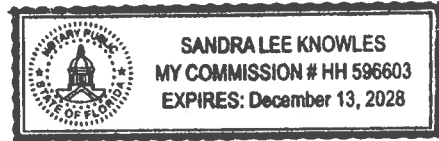
**SWORN ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20 day of November, 2025, by Scott Smith (name), as Vice President (title) for Southwest FL Police Benevolent Assoc. (entity).

Sandra Lee Knowles  
Notary Public

☒ Personally Known OR ☐ Produced Identification  
Type of Identification Produced \_\_\_\_\_



Approved by the City Commission for the City of North Port, Florida on \_\_\_\_\_, 2025.

**CITY OF NORTH PORT, FLORIDA**

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL FUINO, B.C.S.  
CITY ATTORNEY