

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

THE NATIONAL ASSOCIATION FOR THE
ADVANCEMENT OF COLORED PEOPLE,
JACKSONVILLE BRANCH,

Case No.: 3:13-cv-161-J-32MCR

and

JACKSONVILLE BROTHERHOOD OF
FIREFIGHTERS, A CHAPTER OF THE
INTERNATIONAL ASSOCIATION OF
AFRICAN AMERICAN PROFESSIONAL
FIREFIGHTERS,

on behalf of themselves and the class they
represent,

Plaintiffs,

v.

CONSOLIDATED CITY OF JACKSONVILLE,

Defendant.

_____ /

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into by Plaintiffs, The National Association for the Advancement of Colored People, Jacksonville Branch ("NAACP"), and the Jacksonville Brotherhood of Firefighters, a Chapter of the International Association of African American Professional Firefighters ("JBOF"), on behalf of themselves and as to any and all claims that the NAACP and JBOF have standing to assert on behalf of their members, and Defendant, the City of Jacksonville ("the City"), (collectively referred to hereinafter as "the Parties"), as of the last date signed below, pursuant to the following terms and conditions:

RECITALS

WHEREAS, in 2013, Plaintiffs filed the above-styled lawsuit against the City under Title VII of the Civil Rights Act of 1964, alleging that the Jacksonville Fire and Rescue Department (“JFRD”) discriminated against African Americans in its hiring and transfer practices, and created a hostile work environment for African Americans (“the Litigation”);

WHEREAS, the City has vigorously defended itself in the Litigation and strongly denies Plaintiffs’ allegations;

WHEREAS, through Court-ordered mediation and negotiations over the course of years, the Parties have reached a tentative agreement to resolve the Litigation;

WHEREAS, it is the goal of JFRD to maintain a work environment that will attract and retain qualified employees who represent the broadest possible spectrum of our community;

WHEREAS, without unnecessary barriers, a workforce will provide equal opportunities for all citizens;

WHEREAS, as a department of a City government owned by all citizens of Jacksonville, and that strives to provide high-quality public safety services to all neighborhoods of the City, JFRD believes that a workforce hired based on equal employment opportunity is an important component of our high-quality service delivery and, to that end, is committed to removing workforce barriers that prevent equal opportunity for employment of all citizens;

WHEREAS, one of the primary tools to prevent workplace discrimination is to hire from an applicant pool and maintain a workforce representative of the community; and

WHEREAS, the Parties intend to compromise and resolve the Litigation without further mediation, negotiation, adversarial proceedings, or admission of any wrongdoing or liability;

NOW, THEREFORE, in consideration of the premises, mutual covenants, and promises

set forth herein, and for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **Free and Fair Agreement**

- A. The foregoing recitals are true and correct and are herein incorporated.
- B. The Parties are represented by legal counsel of their choice.
- C. The Parties acknowledge and agree that this Agreement constitutes a compromise of disputed allegations, claims and demands, and nothing herein should be construed as, or deemed to be evidence of, an admission or concession of any fault, liability, or damage whatsoever by any Party.

2. **Obligations of the City**

A. ***Transfer Policy***

The City agrees to maintain, through JFRD, the attached **Transfer Policy (Exhibit A)**. The City will grant requests to transfer to the most senior individual who submits a reassignment request. If special certifications, credentials, training, or qualifications are required for an employee to be eligible to transfer to any position within JFRD, the employee must have completed those requirements at the time of transfer. The City shall maintain a list of such special certifications, credentials, training, and qualifications.

B. ***Work Environment Policy***

The City agrees to maintain, through JFRD, the attached **Work Environment Policy (Exhibit B)** to ensure that there is an adequate means to address real or perceived race-based hostility within the JFRD work environment.

C. ***Recruitment Policy***

The City agrees to implement, through JFRD, the nine points of the recruitment program set forth in the attached **1999 Hiring Policy (Exhibit C)** consistent with section 2(D) below. In

addition, the City agrees to assign two JFRD uniformed employees to implement all aspects of the recruiting program. The highest ranking of these employees shall be an Administrative Management Improvement Officer ("AMIO"). Both employees shall report directly to the Fire Chief and be given regular access to department vehicles to enable their effective performance of recruiting duties. The City will provide all funds reasonably necessary to implement the recruitment program herein described.

D. *Hiring Policy, Process and Communication*

i. **1999 Hiring Policy:** The City agrees to implement, through JFRD, the attached 1999 Hiring Policy as amended in August 2001 and to excise the provision for credit history review noted under "Part II: Selection" of the 1999 Hiring Policy.¹ Such implementation will include a presentation and documentation to be provided in April of each year to the City Council Rules Committee and/or any other City Council Committee to which the City Council President at such time so directs, to address the status and results of such implementation and to consider the City's performance of obligations herein contained (collectively referred to herein as the "Written Submission"). Copies of the Written Submission and any attachments or appendices thereto will be provided to the Parties upon request and consistent with Chapter 119, Florida Statutes.

ii. **Hiring Process for New Firefighters:** Approximately one third (1/3) of JFRD firefighters hired over each of the next five years (through the 2020-21 fiscal year) shall be selected from a list of non-certified applicants who are not prohibited by law from applying for certification upon completion of the required coursework to the extent that qualified applicants

¹ The parties agree that the provisions in the Hiring Policy for a credit history review were never implemented or used as part of such hiring process. Credit history reviews will not be a part of the procedures implemented pursuant to this Agreement.

comprise sufficient numbers to meet this requirement while meeting the needs of the JFRD (referred to herein as the “Non-Certified Hiring Program”).

Each class of new hires shall be chosen on the basis of qualifications and characteristics determined by the Director of JFRD, including recognition of economic hurdles faced by the applicants, the possession of the minimum requirements imposed by state law (with a preference for applicants who hold at least an associate’s degree or who have obtained 60 college course credits), and other preferences so long as the goal of “build[ing] a fire and rescue workforce reflective of our community” is promoted in accordance with the 1999 Hiring Policy as amended in 2001. Should hiring from the certified list result in hiring more reflective of the community, upon notification to the Plaintiffs as set forth in the Notice section below, JFRD shall choose from such certified list and shall not be required to hire from the non-certified list. Non-certified applicants will be required to maintain their eligibility to apply for certification as Firefighters and Emergency Medical Technicians (“EMT”) in the State of Florida and to meet the State’s minimum standards for hiring within 18 months from the date of their hire.

JFRD will cover the cost of initial coursework and testing for certification. Any non-certified employee who fails any step of the certification process, and wishes to repeat it, will be responsible for the cost (if any) of repeating that particular step. JFRD reserves the right to release from employment any non-certified employee who fails any part of the certification process at the time of such failure.

iii. **Communication with JBOF.** The Director of JFRD, or his or her designee, and the President of JBOF, or his or her designee, shall meet in October and April of each fiscal year (up to and including the 2020-21 fiscal year) to discuss the City’s progress and performance of those obligations set forth in this Agreement, particularly with respect to the

recruitment and hiring requirements herein stated. The City agrees to cooperate with JBOF and to respond to its requests for information pertaining to such progress and performance in a reasonable and timely manner, consistent with Chapter 119, Florida Statutes.

E. *Payment of Settlement Funds*

Within ten (10) business days of the date upon which this Agreement is fully executed (*i.e.*, signed by each Party or their authorized representative(s)), and Plaintiffs' submission of those court filings described in section 3(B) below, the City shall pay Plaintiffs \$250,000.00 (U.S.), which sum shall be made payable to the Trust Account for the Law Office of Kirsten Doolittle, P.A., and shall be delivered to The Law Office of Kirsten Doolittle, P.A.

3. Obligations of NAACP and JBOF

A. *Presentation of Future Concerns to JFRD*

NAACP and JBOF agree to present, in writing, any perceived concerns relating to the implementation of this Agreement to the Director of JFRD. Following receipt of such writing, the Director shall have thirty (30) days to address the stated concerns. No legal action or adversarial proceedings shall be pursued or taken against the City until the expiration of this 30-day period.

B. *Dismissal of the Litigation*

Within five (5) business days of the passage of an Ordinance approving this executed Agreement as set forth in section 5 below, Plaintiffs shall file in the above-styled case a **Notice of Settlement and Motion for Voluntary Dismissal With Prejudice** as to all claims associated with the Litigation in the form attached hereto as *Composite Exhibit D*, thereby dismissing with prejudice all claims and demands against the City in the Litigation and any administrative or court actions against the City that the NAACP and JBOF have standing to assert on behalf of

themselves or on behalf of their members, including, without limitation, any claims and demands for attorney's fees and costs.

4. Scope of Agreement

By entering into this Agreement, the Parties intend to resolve only those claims and demands arising from or associated with the Litigation. Nothing herein should be construed to resolve those allegations, claims, or demands concerning JFRD's promotional practices as asserted by Plaintiffs in *United States, et. al v. City of Jacksonville, et. al*, Case No. 3:12-cv-451-J-MCR (M.D. Fla. 2012). Nor do the Parties intend to resolve, by way of this Agreement, any claims or demands raised in *Coffey, et. al v. City of Jacksonville*, Case No. 3:71-cv-44-J-32PDB (M.D. Fla. 1971), *Smith v. City of Jacksonville*, Case No. 3:11-cv-345-J-32MCR (M.D. Fla. 2011), or *Hopkins v City of Jacksonville*, Case No. 3:07-cv-147-J-32MCR (M.D. Fla. 2007).

5. Agreement Contingent Upon Passage of Legislation

The Parties recognize that this Agreement is not valid or binding until the passage of an Ordinance approving the same, with the concurrence of the Mayor of the City of Jacksonville. The City agrees to promptly prepare and present proposed legislation necessary for such approval and to effectuate the terms and conditions of the Agreement.

6. Mutual Releases

In consideration of the foregoing, Plaintiffs hereby release, acquit, and discharge the City and its officials, officers, directors, agents, employees, representatives, related or affiliated companies, subsidiaries, beneficiaries, heirs, predecessors, successors, insurers, third party administrators, assigns, and executors from and against any and all past and present losses, liabilities, responsibilities, demands, obligations, actions, causes of action, rights, judgments, damages, compensation of any kind, liens, expenses (including attorney's fees and costs), as well

as any and all claims whatsoever, in law or in equity, whether known or unknown which Plaintiffs ever had, now have, or may accrue, both as to each Plaintiff association respectively and as to all claims which Plaintiffs have or may have standing to assert on their own behalf or on behalf of their respective members which arise out of or relate directly or indirectly to the claims and defenses raised in the Litigation.

Likewise, the City hereby releases, acquits and discharges Plaintiffs, their agents, representatives, heirs, successors and assigns, from all actions, claims, debts, liens and demands whatsoever, whether presently known or unknown, in law or equity, which arise out of or relate directly or indirectly to the claims and defenses raised in the Litigation.

7. No Third Party Beneficiaries

This Agreement is binding upon and inures to the benefit of only the Parties, their respective successors, and assigns (including members and prospective members of the Plaintiff associations). Nothing herein should be construed to bind, benefit, or confer any rights upon any other persons or entities.

8. Resolution of Disputes Under the Agreement and Acknowledgment of Jurisdiction

It is the Parties' intention that the Court presiding over the Litigation will retain jurisdiction to enforce the terms of this Agreement, and, if the Parties are unable to resolve a dispute arising out of or relating to this Agreement despite their good faith conferral and negotiations, the Parties agree to submit any such dispute to the same Court. To effectuate this term, the Parties hereby stipulate to the Court's jurisdiction to enforce the terms of this Agreement, as contemplated under the principles set forth in *Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994). The Parties agree to take appropriate measures and actions as to expedite

proceedings related to the enforcement of this Agreement such that associated disputes may be promptly addressed by the Court.

9. Entire Agreement

This Agreement embodies the entire understanding of the Parties regarding the resolution and settlement of claims and demands associated with the Litigation, and it merges with or otherwise supersedes all prior representations, agreements, and understandings among them. Any amendment of, or changes to, this Agreement shall be in writing and shall be signed by authorized representatives of the Parties.

10. Severability

If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is for any reason declared invalid in whole or in part by any court, agency, commission, legislative body, or other authority of competent jurisdiction, it is the Parties' intention that such portion shall be deemed separate, distinct, and independent of all other portions, and such declaration shall not affect the validity of the other portions, which shall continue in full force and effect, to the extent permitted by law.

11. No Admission of Liability

No part of this Agreement constitutes an admission of fault, wrongdoing, or liability on the part of any Party, and each Party specifically disclaims any fault, wrongdoing, or liability relating in any way to the Litigation. The Parties have entered into this Agreement solely to compromise and settle the Litigation without further cost, expense, and inconvenience.

12. Governing Law

This Agreement shall be deemed to be executed in the State of Florida and shall be construed and governed in all respects, including its validity, interpretation, and effect, in accordance with Florida and federal law.

13. Drafting of Agreement and Authority to Sign

This Agreement was drafted with each Party having an equal right to review, comment upon, and revise its contents. In the event of any dispute or suit related to the interpretation of this Agreement or its terms, no provision will be construed against any Party as its sole drafter. Each Party represents that the individual(s) signing below has/have the authority to execute this Agreement on his, her, or its behalf.

14. Counterparts

This Agreement may be executed in counterparts which, when taken together, shall constitute an original, fully executed Agreement.

[THIS PART LEFT INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date(s) provided below.

THE NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE, JACKSONVILLE BRANCH

By:

[Signature]
(sign)

3 7 2016
Date

ISAIAH Rumlir
(print name)

President
(print title)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7 day of March, 2016, by Isiah Rumlir, who is: ☒ personally known to me; ☐ produced identification.

Type of identification produced: _____

Gail N. HHS
Signature of Notary Public
State of Florida



**JACKSONVILLE BROTHERHOOD OF FIREFIGHTERS, A CHAPTER OF THE
INTERNATIONAL ASSOCIATION OF AFRICAN AMERICAN PROFESSIONAL
FIREFIGHTERS**

By:

James C. Edwards
(sign)

3-4-2016
Date

JAMES C. EDWARDS
(print name)

President JBOF
(print title)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of March, 2016,
by James C. Edwards, who is: ☐ personally known to me; ☒ produced identification.

Type of identification produced: Florida Drivers License

Caitlin D. Granger

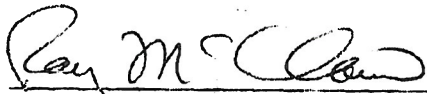
Signature of Notary Public
State of Florida

Approved as to form by:

Kirsten Doolittle, Esq.
Law Office of Kirsten Doolittle, P.A.
Florida Bar No. 0942391
The Elks Building
207 North Laura Street, Suite 240
Jacksonville, FL 32202
Telephone: (904) 551-7775
Facsimile: (904) 513-9254
kd@kdlawoffice.com



- and -

A handwritten signature in cursive script, appearing to read "Ray McClain", written in black ink.

Ray McClain, Esq.

Lawyers' Committee for Civil

Rights Under Law

1401 New York Avenue, NW, Suite 400

Washington, D.C. 20005

Telephone: (202) 662-8342

Facsimile: (202) 783-0857

rmcclain@lawyerscommittee.org

Co-counsel for Plaintiffs

THE CITY OF JACKSONVILLE

BY:

Sam E. Mousa
(sign)

Date 5/06/16

Lenny Curry
(print name)

Mayor
(print title)

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of May, 2016,
by Sam Mousa, who is: ☒ personally known to me; ☐ produced identification.

Type of identification produced: _____

Alice W. Newman
Signature of Notary Public
State of Florida

Approved as to form by:

David J. D'Agata
Senior Assistant General Counsel
dagata@coj.net
Craig D. Feiser
Assistant General Counsel
cfeiser@coj.net
Adina Teodorescu
Assistant General Counsel
teodores@coj.net
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, FL 32202
Tel: (904) 630-1700
Fax: (904) 630-1316
Counsel for Defendant, the City of Jacksonville

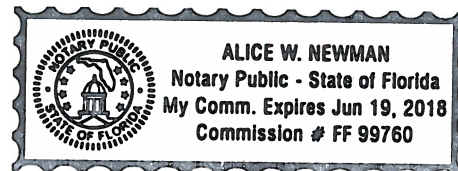


Exhibit A

(Transfer Policy)



OFFICE OF CHIEF OF DEPARTMENT

August 25-2015

INSTRUCTIONAL BULLETIN #15-##

TO: All Fire and Rescue Personnel
FROM: Kurtis R. Wilson, Chief of Department *KRW*
RE: Merging of Transfer Policies 13-18, 14-09, 14-22, 14-23, and 15-14

The Administration retains all rights listed in the Collective Bargaining Agreement.

Requests for voluntary transfers will be filled based on two criteria, qualifications and seniority. If the Division Chief believes extenuating circumstances exist that could hamper operations, then a deviation may be considered after consulting with the Director / Fire Chief. Individual wants, desires, or preferences by officers or chiefs are to have no influence on this process. Under No circumstances will employees be influenced or coerced to apply for or be dissuaded from applying for any positions or openings. (Inst. Bulletin 13-18)

All openings will be advertised for 7 calendar days beginning on a Monday and close the following Sunday at 1700 hrs. (Inst. Bulletin 15-14)

Marine Staffing Policy (Inst. Bulletin 14-09)

The following is required for permanent assignment for Suppression personnel to stations 23, 38, 39, and 40. Rescue 40 is the only exception as they will be required to attend JFRD Deckhand certification.

Personnel requesting a transfer into marine stations will be assigned based on current certifications related to marine activities (RHIB, OUPV, Master's Captains License, and Hazmat Tech for 70' fireboat)

The minimum certifications required for permanent assignment are as follows:

1. Coast Guard OUPV license
2. JFRD Deckhand certification (RHIB and Deckhand class)

If no certified personnel request the open spot, seniority will be the guiding assignment principle with a commitment to fulfill the training requirements.



Marine Staffing Policy Continued

There will be an evaluation at the end of the first six months to ensure the employee can operate JFRD marine vessels safely and efficiently.

This evaluation will be conducted by 2 qualified USCG captains assigned to the marine stations. This evaluation will be on various small watercraft and the 31' fireboats. If the evaluation is not to the standard of the marine division, then the employee will be re-assigned within the JFRD.

If the evaluation is successfully completed then the following classes and certifications must be obtained as provided by JFRD:

1. JFRD FBOT
2. NFPA Marine Firefighting 1 and 2
3. State of Florida Hazardous Materials 160 Technician (for assignment to the 70' fireboat)

Hazardous Materials Teams (Inst. Bulletin 14-22)

The following is required for permanent assignment to any Suppression or Rescue unit assigned to stations 7 and 21:

1. 160 hour IAFF hazardous Materials Technician course
2. State of Florida HazMat Technician Certification.
3. Additional training as required on duty.

If a vacancy occurs, preference will be considered for those already state certified to HazMat Technician level.

If no certified personnel request the open spot, seniority will be the guiding assignment principle with a commitment to fulfill the training requirements.

Special Operations Teams—Squads, Urban Search & Rescue Teams (Inst. Bulletin 14-23)

The following is required for permanent assignment for Suppression personnel to stations 4, 5, 12, 13, 37: Rescue 13 is the only exception as they will be required to be USAR trained.

1. 320 hour USAR Technician Class
 - a. Rope Rescue Technician
 - b. Confined Space Technician
 - c. Trench Rescue Technician
 - d. Vehicle & Machinery Technician
 - e. Structural Collapse Technician
2. 40 Hours of RIT training
3. Hazardous Materials Technician 160 Course
4. Additional training as required on duty

If a vacancy occurs, preference will be considered for those already state certified to USAR Technician level.

If no certified personnel request the open spot, seniority will be the guiding assignment principle with a commitment to fulfill the training requirements.

Exhibit B

(Work Environment Policy)

The City of Jacksonville (the City) and the Jacksonville Fire & Rescue Department (JFRD) restate the policies, goals, definitions, and procedures set out in Chapters 400 and 402 of the City's Code of Ordinances, and in JFRD's Standard Administrative Procedures, and agree not to create a hostile work environment on the basis of race, gender, or national origin. The City and JFRD further agree not to engage in, implement, or permit any action, policy, or practice that retaliates against any current or former employee because such employee has challenged any employment action or practice pursuant to the procedures set out in this Work Environment Policy and/or Chapters 400 and 402 of the City's Code of Ordinances. This Work Environment Policy relies on the Jacksonville Human Rights Commission ("JHRC") and the City's Equal Opportunity/Equal Access Office ("EO/EA Office") continuing to receive and investigate complaints of hostile work environment.

I. WORK ENVIRONMENT POLICY

A. JFRD shall evaluate its work environment policy by February 1, 2015, to include, at a minimum, the following:

1. A strong and clear commitment to a workplace free from harassment and retaliation;
2. A clear and comprehensive description of race, gender, and/or national origin harassment and retaliation including examples;
3. A statement encouraging employees to come forward if they believe that they have been harassed or retaliated against for complaining about discrimination;
4. A description of the possible consequences, up to and including termination that will be imposed upon violation of the policy against race, gender, and/or national origin harassment and retaliation;
5. A statement of commitment to maximally feasible confidentiality for persons who bring complaints about race, gender, and/or national origin harassment or retaliation;
6. An assurance that persons who in good faith complain about race, gender, and/or national origin harassment they experienced or witnessed will not be subject to retaliation;
7. A statement that JFRD's Work Environment Policy applies to all persons, including but not limited to JFRD's management officials, supervisors, vendors, suppliers, third parties, and customers;
8. The procedure for reporting such claims, pursuant to Chapters 400 and 402 of the City's Code of Ordinances;
9. The contact information including title, address, and telephone number of persons both internal (i.e. human resources) and external to JFRD (i.e. EEOC and JHRC) available to handle complaints to whom employees may report race, gender, and/or national origin harassment and retaliation, including a written statement that the employee may report the harassment to designated persons outside their chain of management; and

10. A JHRC or EO/EA Hotline number for complaints of harassment, retaliation, and/or other discrimination. The number shall be in operation at least Monday through Friday, from 8:00 a.m. to 8:00 p.m.
- B. JFRD shall promptly issue its modified Work Environment Policy to all employees. Each employee shall sign an acknowledgment of receiving and reading the Policy. The same acknowledgment shall be required of all newly hired employees at the start of their employment.
- C. A notice summarizing the terms of the Work Environment Policy shall be posted, and remain, in at least two (2) clearly visible locations frequented by JFRD employees during the term of this Agreement.

II. TRAINING

- A. JFRD shall provide and require all current and new personnel (including administrative and supervisory personnel) to attend anti-harassment training no later than 180 days after the Effective Date of this Agreement, and at least once every two (2) years thereafter. Training of management and human resources personnel may be conducted separately from training of non-managerial employees.
- B. The JHRC shall provide the training required under this Agreement.
- C. At a minimum, the non-discrimination training programs shall include the following:
 1. Instruction on the requirements of all applicable EEO laws including, but not limited to, its prohibition against race, gender, and/or national origin harassment and retaliation;
 2. A review of JFRD's non-discrimination, non-retaliation policies, and of the specific requirements of this Agreement;
 3. Advising management and supervisory personnel of their duty to actively monitor their work areas to ensure employee compliance with JFRD's Work Environment Policy and to report any incidents and/or complaints of race, gender, and/or national origin harassment, and/or retaliation; and
 - d. The JFRD's Fire Chief or designee (at the minimum rank of Captain) shall appear in person at all of the training sessions required under this Section in order to reiterate JFRD's Work Environment Policy, to affirm that harassment and retaliation shall not be tolerated, and to encourage employees who believe that they have been victims of such harassment or retaliation to use the complaint procedures established by this Policy.

III. RECORD-KEEPING AND REPORTING REQUIREMENTS

- A. The City shall maintain the following documents and will make them available to JHRC upon request:

1. All documents generated in connection with all complaints of race, gender, and/or national origin harassment, and/or retaliation and all investigations and resolution of such complaints for the duration of the Agreement;
 2. All forms acknowledging employees' receipt of JFRD's revised or modified race, gender, and/or national origin harassment and retaliation policies;
 3. A list of all persons who attend training required under this Agreement;
 4. All documents generated in connection with the monitoring and counseling of persons determined to have engaged in race, gender, and/or national harassment and/or retaliation; and
 5. All documents generated in connection with confidential inquiries into whether any complainant believes he/she has been subjected to retaliation.
- B. Within 180 days of the Effective Date of this Agreement, the City shall submit to the JHRC a report containing:
1. A statement confirming that the required Notice of Terms of the Agreement has been posted;
 2. The revised Work Environment Policy, if necessary;
 3. All employee acknowledgment forms indicating receipt of the revised Work Environment Policy; and
 4. Confirmation of the establishment of the Anti-Harassment Hotline.
- C. Each year the City shall provide to the JHRC a report containing the following information:
1. The lists of all persons who attended each training session during the preceding year;
 2. Acknowledgment of receipt of the Work Environment Policy by all employees hired within the preceding year;
 3. Copies of all race, gender, and/or national origin harassment and retaliation complaints made during the period; and
 4. The identities (by name, work address and work telephone number) of the complainant and person who received the complaint.

Exhibit C

(1999 Hiring Policy)



OFFICE OF THE MAYOR

JOHN A. DELANEY
MAYOR

ST. JAMES BUILDING
117 WEST DUVAL STREET
SUITE 400
JACKSONVILLE, FL 32202

MEMORANDUM

TO: Adrienne Trott
Chief, Human Resources Division

FROM: Lex Hester *ZAH*
Chief Administrative Officer

DATE: April 16, 1999

RE: Firefighter Hiring Policy

After extensive discussions with the General Counsel's Office and the Fire and Rescue Department, the administration adopts the following hiring procedures and policies for entry level firefighters. The process, modeled in part on the highly successful recruitment and selection program of the Jacksonville Sheriff's Office, heightens selectivity and raises standards for employment. The process is designed to accomplish the following:

1. Hire only highly qualified candidates;
2. Provide equal opportunity to all citizens of Jacksonville;
3. Be fair and equitable; and
4. Comply with all local, state and federal laws regarding hiring.

Part I: Recruitment

A comprehensive, effective recruitment program is essential to hiring the most qualified firefighters and providing equal opportunity. The Administration is committed to investing the time, funding and personnel needed to recruit the best candidates for employment with the Fire and Rescue Department. The Administration will establish a Recruitment Section in the department that will provide education, training, outreach and support services to attract qualified candidates for employment.

The Recruitment Section will actively seek candidates for available positions in a variety of public settings, including colleges, universities, places of worship and job fairs. The section will target audiences who may be interested in careers in public safety and will educate the community



on available employment opportunities. The Recruitment Section will also work with the school system and corporate partners to provide training and funding assistance to encourage a diverse applicant pool. To build a fire and rescue workforce reflective of our community, all citizens must be invited to compete for employment and traditional barriers to opportunities must be removed.

As part of this recruitment effort, the Administration and Recruitment Section will work with the local community college and others to provide more classes and incentives for state certification. This approach will improve opportunities for interested citizens to become state certified.

Part II: Selection

The selection process will involve higher standards and closer scrutiny of all candidates. All candidates must pass a rigorous but job-related set of screening devices. These screening devices include state certification, becoming an EMT, passing a physical ability and polygraph test, and passing a background, criminal and credit review. Only those candidates who pass the screening devices will be considered for possible employment.

After passing these screening devices, each candidate will be interviewed by an Oral Review and Selection Board. This interview process allows for full consideration of each candidate's qualifications. At the conclusion of the interview process, some candidates will be eliminated from further consideration and will be properly notified. Those candidates who will be considered for employment will be ranked in appropriate bands and that list will be forwarded to the Chief of Fire and Rescue for selection. The Fire Chief may select (or reject) any candidate within the first appropriate band and proceed to other bands as hiring needs may dictate. As more candidates apply, the Fire and Rescue Department shall engage in continuous recruitment.

This selection process sets higher standards, ensures that only candidates with significant qualifications will be considered and allows for full consideration of each candidate's qualifications.

The following memorandum sets out the details of these recruitment and selection policies and practices.

PART I
RECRUITMENT

A highly qualified Fire and Rescue Department, one that offers opportunities for all segments of our community, can only be accomplished through a comprehensive recruitment and education program. The Administration, therefore, adopts the following:

1. Establish a Recruitment Section

The Administration will establish a Recruitment Section in the Fire and Rescue Department designed to recruit the most qualified applicants for employment while educating all segments of the community of job opportunities with the department. Recruiters and support staff will actively recruit, track and monitor the applicant pool and selection results. The section will coordinate efforts with the City's Human Resources Division.

2. Budget for Recruitment and Tracking Activities

The Administration supports investing the time, money and personnel necessary to ensure the recruitment of highly qualified applicants. The Administration will support funding the Recruitment Section of the department to pay for salaries, outreach, printing, travel and any other costs associated with successful recruitment and tracking.

3. Work with Corporations and Foundations to Establish Scholarship or Tutorial Programs

To recruit the most qualified citizens and encourage a diverse workforce, the Administration is committed to helping potential applicants overcome the economic challenges of seeking state certification. A coordinated effort to make scholarships available to those who need financial assistance will attract more qualified applicants while producing an applicant pool that more closely reflects the diversity of our community. The Administration will look to corporations, foundations and volunteers to provide financial assistance for scholarships. In addition, tutorial opportunities in economically disadvantaged areas will also be implemented to assist interested citizens through the certification process.

4. Ensure Certification Opportunities

Citizens interested in public safety careers have been limited by the relatively small availability of seats in state certification courses. A cooperative effort with FCCJ to make

more classes and seats available will provide all interested citizens with greater opportunities for careers in public safety.

5. Work with School Board to Establish More/Enhanced Magnet Program Alliances

The Administration supports establishing a partnership with the Duval County School Board to encourage participation in fire and allied health magnet programs and to provide preparation for job opportunities for graduates of these programs.

6. Recruit at Colleges, Universities and Community Colleges

The Recruitment Section will recruit at state colleges, universities and community colleges to attract persons who may be interested in a public safety career. Many of the students who pursue careers and professions in medical and health services could be ideal candidates for employment with the department, particularly in rescue services.

7. Recruit at Job Fairs, Civic Events, Places of Worship and public events

The Administration supports establishing a significant presence in the community to inform our local labor pool of the career opportunities that exist in the Fire and Rescue Department. The City participates in many job fairs and civic events where the Fire and Rescue Department could target likely candidates for public safety careers. Likewise, recruitment at places of worship offers an opportunity to find a source of qualified candidates who may possess the strong work ethic desired of City of Jacksonville employees.

8. Establish Target Audiences for Solicitations

The Recruitment Section will work with colleges, universities, civic groups and community organizations to target audiences who may be interested in careers in public safety. Through the use of recruitment brochures and focused presentations made by recruitment experts, the City can reach more potential candidates, such as individuals with military service, who may be qualified and interested in employment with the Fire and Rescue Department.

9. Economically Disadvantaged Program

The Administration supports providing greater opportunities for economically disadvantaged individuals. The recruitment program will assist in this effort.

PART II

SCREENING, SELECTION & HIRING

To ensure a highly qualified workforce, the City of Jacksonville will more closely scrutinize applicants for employment with the Fire and Rescue Department. Greater screening and a more selective process will help promote higher standards within the department. Guidelines for prequalification, screening and selection are as follows:

1. Each applicant must be a:
 - A. High school graduate or equivalent
 - B. Licensed driver
 - C. Non-smoker
2. Each applicant must be a state certified firefighter.
3. Each applicant must be a state certified EMT.
4. Each applicant must pass a job-related physical ability test.
5. Each applicant must pass a criminal background check.
6. Each applicant must pass a credit history review.
7. Each applicant must pass a driving history review:
8. Each applicant must pass a rigorous background review.

Department representatives investigate the applicant's background of employment and neighborhood relations. Firefighters are frequently required to enter citizens' homes and businesses, and trustworthiness is critical.
9. Each applicant must pass a polygraph review.

The polygraph analysis is conducted by a certified polygraph operator selected by the department and reviewed by an assigned department representative. Consideration is given not only to determinations of deception, but also to the statements and admissions derived under fear of analysis.

Only applicants who pass each of the nine screening devices shall proceed for consideration

for employment with the department. Applicants passing these screening devices will be interviewed by the Oral Review and Selection Board.

10. The Oral Review and Selection Board shall interview each qualified candidate.

The Oral Review and Selection Board shall consist of 5-7 members. One member shall be appointed by the local International Association of Firefighters President or the President's designee and the remainder of the appointments shall be made by the Fire Chief with the approval of the Mayor. Information on each candidate passing all of the above screenings shall be considered by this committee. Each candidate is individually interviewed through a validated structured interview process. After the interviews, some candidates will be eliminated from further consideration and will be notified in writing. These candidates may reapply in two years.

Those remaining candidates continuing for consideration will be ranked in appropriate bands. The board shall give preference to military service, as required by law. In addition, the board may favorably consider the following:

- being a paramedic;
- Associate of Arts, Bachelor of Arts, Bachelor of Science degrees or other post secondary education;
- having demonstrated initiative by overcoming barriers.

11. The Fire Chief will have the discretion to hire any candidate in the first band of applicants. The Fire Chief may also disqualify any candidate for reasons consistent with the selection criteria. Any candidate disqualified from consideration may apply again for employment with the Fire and Rescue Department in two years. As each band is exhausted, the Fire Chief will move to the next band.
12. Candidates selected by the Fire Chief shall be required to pass medical and drug tests prior to employment.
13. Upon employment, each firefighter shall be on probation for a period of one year. Before the end of that period, the firefighter's performance will be reviewed. If he/she fails to meet departmental standards, he/she will be dismissed from employment.
14. The Administration and Fire and Rescue Department will engage in continuous recruitment to increase the qualified applicant pool and provide greater opportunity to all sectors of the community. New qualified candidates will be screened, ranked and added to the eligibility list.

After being on the eligibility list for a period of two years, applicants must be rescreened,

reinterviewed and reranked if they wish to remain on the list. Those who fail to do so will not be eligible for employment with the department.

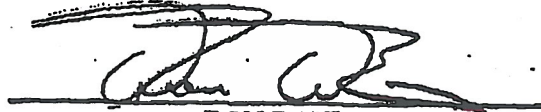
15. With continuous recruitment and a two-year rescreening for all candidates, it is not required that a list "expire" as in the past. However, after the list has been in effect for at least one year, the Fire Chief may initiate the creation of a new list so long as sufficient written notice is given to those on the list and the decision to create a new list is approved by the Mayor.

RESOLUTION 1999-502-A

CERTIFICATE OF AUTHENTICATION

DECLARED AN EMERGENCY MEASURE AND
ADOPTED BY THE COUNCIL

MAY 12, 1999



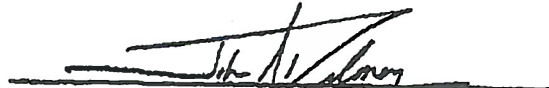
DON DAVIS
COUNCIL PRESIDENT

ATTEST:



BEVERLY S. DOMEN, CMC
COUNCIL SECRETARY

APPROVED: MAY 18 1999


JOHN DELANEY, MAYOR



OFFICE OF THE MAYOR

JOHN A. DELANEY
MAYOR

August 24, 2001

ST JAMES BUILDING
117 WEST DUVAL STREET
SUITE 400
JACKSONVILLE, FL 32202

Honorable Matt Carlucci
City Council President
117 West Duval Street, Suite 425
Jacksonville, FL 32202

Dear Council President Carlucci:

Pursuant to Section 2 of Resolution 1999-502-A, I would like to advise the City Council of two changes/clarifications to the April 16, 1999 Firefighting Hiring Policy. I am clarifying paragraph 11 on page 4 of the Plan to make it clear that the Fire Chief's discretion to hire candidates from a band includes the Fire Chief's broad discretion to use subjective and objective techniques in that decision making process.

I am also amending Paragraph 14 from pages 4 and 5 of the Plan to read as follows:

The Administration and Finance, and Fire and Rescue Departments will engage in continuous recruitment to increase the qualified applicant pool and to provide greater opportunity to all sectors of the community. New candidates will be screened, and those who are qualified will be interviewed and scored and placed in a band.

Candidates who are placed in a band shall remain in that band and on the eligibility list for two years, unless the candidate elects at the conclusion of the two year period to remain in the designated band on the eligibility list for six additional months. Candidates may reapply to remain in the band on the eligibility list for additional six-month periods up to a maximum of four (4) years in the designated band.

At the conclusion of the original two years in the band on the eligibility list, or after any subsequent six-month extension, any candidate may re-apply to be re-screened through the nine step screening process, re-interviewed, and re-banded for a subsequent two-year period. No candidate, however, may so apply prior to the expiration of any two-year term or six-month extension.



Printed on Recycled Paper

COJ_008331

Honorable Matt Carlucci

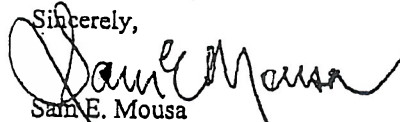
August 24, 2001

Page two

Any person on the certified eligibility list whose eligibility in a band has expired, and who has not applied for an extension, or has not re-applied for re-screening, re-interviewing, and re-banding, shall be removed not only from the band, but also from the eligibility list.

This amendment will apply to all existing and prospective applicants. It adds flexibility, opportunity, and economy to the process. I am pleased to advise the City Council that the outstanding work accomplished by Chief Alfred and his staff, in cooperation with Chief of Human Resources Adrienne Trott and her staff, has resulted in a selection process that has faced neither a civil service grievance nor a lawsuit since the process was initiated in July, 1999. I am confident we are making quality hiring decisions in the best interests of this community.

Sincerely,



Sam E. Mousa
Chief Administrative Officer

cc: Richard A. Mullaney, General Counsel ✓
Ray Alfred, Director/Fire Chief
Adrienne Trott, Chief, Human Resources Div.

Exhibit D

**(Notice of Settlement and Motion for
Voluntary Dismissal with Prejudice)**

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

THE NATIONAL ASSOCIATION FOR THE
ADVANCEMENT OF COLORED PEOPLE,
JACKSONVILLE BRANCH

and

JACKSONVILLE BROTHERHOOD OF
FIREFIGHTERS, A CHAPTER OF THE
INTERNATIONAL ASSOCIATION OF
AFRICAN-AMERICAN PROFESSIONAL
FIREFIGHTERS,

CASE NO.: 3:13-cv-161-J-32MCR

on behalf of themselves and the class they
represent,

Plaintiffs,

v.

CONSOLIDATED CITY OF JACKSONVILLE.

Defendant.

_____/

JOINT NOTICE OF SETTLEMENT AND MOTION TO DISMISS ALL CLAIMS
WITH RESERVATION OF COURT'S JURISDICTION TO ENFORCE
TERMS OF SETTLEMENT

Plaintiffs, The National Association for The Advancement of Colored People, Jacksonville Branch ("NAACP") and Jacksonville Brotherhood of Firefighters ("JBOF"), and Defendant, City of Jacksonville ("City"), (collectively the "Parties") hereby provide notice of their agreement to settle this case in its entirety and jointly request that this Court enter an order dismissing all claims with prejudice and reserving the Court's jurisdiction to enforce the terms and conditions of their respective settlement agreements, and state the following:

1. The Parties have agreed to be bound by settlement agreements, the terms of which resolve and call for the dismissal of the Parties' claims with prejudice.

2. As of the date of this filing, the satisfaction/performance of certain settlement terms is imminent, but not complete. Most notably, the payment of settlement funds and execution of corresponding releases remain outstanding.¹

MEMORANDUM OF LAW

A district court is authorized to reserve to itself and exercise jurisdiction to enforce a settlement agreement calling for the dismissal of a case. Should a court elect to do so, its order of dismissal should express the intention to retain such jurisdiction despite the dismissal and closure of the case at hand. *See Directv, Inc. v. Canatsey*, No. 6:04-cv-974-Orl31JGG, 2005 WL 5949749, at *2 (M.D. Fla. Sept. 2, 2005), *citing Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375, 378, 114 S.Ct. 1673 (1994) (“[i]n the absence of . . . an independent basis for jurisdiction to enforce a settlement agreement only if the dismissal order specifically reserves such authority or the order incorporates the terms of the settlement.”)

WHEREFORE, the Parties respectfully request the Court to enter an order granting this motion, closing this case and dismissing with prejudice all claims herein raised, and reserving to this Court jurisdiction for the sole purpose of enforcing the settlement agreements executed by the Parties.

Respectfully submitted this ____ day of March, 2016, by the following:

¹ The Parties have agreed to all amounts and terms of payment, and have fixed/finalized the associated release agreements.

**LAW OFFICE OF KIRSTEN
DOOLITTLE, PA**

KIRSTEN L. DOOLITTLE, ESQUIRE

207 North Laura Street, Suite 240
Jacksonville, Florida 32202

kd@kdlawoffice.com

Co-Counsel for Plaintiffs

**LAWYERS' COMMITTEE FOR
CIVIL RIGHTS**

RAY MCCLAIN, ESQUIRE

1401 New York Avenue, NW, Suite 400
Washington, DC 20005

rmcclain@lawyerscommittee.org

Co-Counsel for Plaintiffs

OFFICE OF GENERAL COUNSEL

DAVID J. D'AGATA

Sr. Assistant General Counsel

Florida Bar No.: 0663891

ADINA TEODORESCU

Assistant General Counsel

Florida Bar No.: 0784761

CRAIG D. FEISER

Assistant General Counsel

Florida Bar No.: 164593

117 West Duval Street, Suite 480

Jacksonville, Florida 32202

(904) 630-1700, Phone

(904) 630-1316, Fax

dagata@coj.net

teodores@coj.net

cfeiser@coj.net

Counsel for Defendant,

City of Jacksonville

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March _____, 2016, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to all attorneys of record.

DAVID J. D'AGATA

Sr. Assistant General Counsel

Florida Bar No.: 0663891

ADINA TEODORESCU

Assistant General Counsel

Florida Bar No.: 0784761

CRAIG D. FEISER

Assistant General Counsel

Florida Bar No.: 164593

117 West Duval Street, Suite 480

Jacksonville, Florida 32202

(904) 630-1700, Phone

(904) 630-1316, Fax

dagata@coj.net

teodores@coj.net

cfeiser@coj.net

Counsel for Defendant,

City of Jacksonville