



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, January 10, 2024
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. NFBPA Form 2024 Conference - Chief Dabney-Donovan	5 - 7
Staff is requesting permission to attend the above conference. Agenda Item Report - AIR-23-189 - Pdf	
7.2. Accreditation Services Proposal - Chief Dabney-Donovan	8 - 30
Accreditation Initiative Proposal Accreditation and Training Services Sole Source Letter- Use Accreditation Professional SW (1) Accreditation Professional Services Agreement- AM	
7.3. CERA Software, Inc. - Chief Dabney-Donovan	31 - 45
Police CERA	
7.4. 42nd Annual Installation Dinner - Acting Town Manager Ghany	46 - 49
PS 2024 42nd Annual Installation Dinner Email Invitation PS 2024 Installation Dinner Support Opportunities 12-15-23	
7.5. Finance Consultant's Contract - Extend the contract until the end of the fiscal year September 30, 2024 - Acting Town Manager Ghany	50 - 67
RESOLUTION NO. 2024-001 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND PROJECTED POINT, INC., ATTACHED HERETO AS EXHIBIT "A," FOR FINANCIAL CONSULTING SERVICES; AUTHORIZING THE TOWN MANAGER TO MAKE	

**CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.**

[Projected Point](#)

[2024 001 Finance Consultant Projected Point](#)

- 7.6. Purchase of office furniture - Acting Clerk Commissioner Kashem 68 - 87

Direct staff to purchase and set up the offices.

[Agenda Item Report - AIR-23-192 - Pdf](#)

- 7.7. 2024 calendar of meetings and holidays - Town Clerk Martell 88 - 89

[2024 Regular and Workshop Meeting List](#)

[2024 Holiday List](#)

- 7.8. Surplus of vehicles - Acting Town Manager Ghany 90 - 91

[Surplus vehicles](#)

- 7.9. Fair Share Cost - Area Agency on Aging of Broward County - Acting
Town Manager Ghany 92 - 97

Recommend approval to pay \$5,914.00 for 2024.

[Agenda Item Report - AIR-24-002 - Pdf](#)

8. RESOLUTIONS

9. ORDINANCES 1ST READING

- 9.1. **ORDINANCE NO. 2024-001** - Mayor Mohammed 98 - 106

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 17 OF THE
TOWN' S CODE OF ORDINANCES, ENTITLED "NOISE;"
PROVIDING DEFINITIONS FOR NOISE, NOISE DISTURBANCE, AND
PLAINLY AUDIBLE; PROVIDING FOR VIOLATIONS WHEN NOISE IS
PLAINLY AUDIBLE AT CERTAIN DISTANCES IN VARIOUS ZONING
DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING
FOR AN EFFECTIVE DATE.**

[2024-001 Noise Ordinance](#)

10. ORDINANCES 2ND READING

- 10.1. Food Truck Vendor Ordinance - Mayor Mohammed 107 - 112

ORDINANCE NO. 2023-018

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING
CHAPTER 15 ENTITLED "LICENSES AND BUSINESS
REGULATIONS;" CREATING ARTICLE IV, TO BE ENTITLED
"MOBILE FOOD DISPENSING VEHICLES;" PROVIDING FOR THE
REGULATION OF MOBILE FOOD VENDORS AS PERMITTED BY**

SECTION 509.102, FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[2023-018 Food Truck REVISED](#)

- 10.2. Small Disadvantage Business Enterprises - Mayor Mohammed 113 - 122

ORDINANCE NO. 2023-019

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA
AMENDING CHAPTER 2 ENTITLED “ADMINISTRATION,” ARTICLE V “PROCUREMENT,” BY CREATING SECTION 2-138 OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “LOCAL BUSINESS PREFERENCE”; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[2023-019 Local Business Preference](#)

[TA Broward Small Disadvantaged Business](#)

11. NEW BUSINESS

- 11.1. Purchase of (2) new Ford F-150 pick up trucks - Acting Town Manager Ghany 123 - 131

Staff is recommending the approval for the purchase of two new pick up trucks for the Public Services Department.

[Agenda Item Report - AIR-23-191 - Pdf](#)

12. OLD BUSINESS

- 12.1. Park Lake License Agreement - Acting Town Manager Ghany 132 - 139

[Park Lake License Agreement](#)

13. DISCUSSION

- 13.1. MPO 2024 State of the Region Annual Awards Luncheon on Thursday, March 28th 2024 140 - 141

[BMPO 2024AnnualAwards SponsorshipOpportunities](#)

- 13.2. Amend work from home benefit - Acting Clerk Commissioner Musfika 142 - 224
Discussion on the time employees report to work
Town operating hours per the personnel manual

[Agenda Item Report - AIR-23-052 - Pdf](#)

[2023 New Employee Benefit Summary](#)

[memo management package](#)

[2021 December EMPLOYEE HANDBOOK REVISED](#)

14. ATTORNEY REPORTS

15. TOWN MANAGER REPORTS

16. COMMISSION REPORTS

Regular Commission Meeting

January 10, 2024

Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrisette
Mayor Mohammed

17. ANNOUNCEMENTS

- 17.1. Special Magistrate Hearing, Wednesday, January 17, at 9:00 AM
Workshop Commission meeting, Wednesday, January 24, at 6:00 PM
Regular Commission meeting, Wednesday, February 14, at 7:00 PM

18. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, 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.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk

AGENDA ITEM REPORT



To: Commission Meeting
Subject: NFBPA Form 2024 Request for Chief Ra Shana A. Dabney
Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - January 03, 2024
Department: Police Department
Staff Contact: Ra Shana Dabney-Donovan, Police Chief

BACKGROUND INFORMATION:

The National Forum for Black Public Administrators is an organization Chief Dabney-Donovan is a member of. She is requesting to attend their annual conference April 2-8, 2024 in Baltimore, MD. The theme is "Excellence in Service, Strength in Leadership, which will provide community insights/transformational knowledge, navigation of technological advancements and foster professional relationships.

FINANCIAL IMPACT:

Not to exceed \$2900

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Staff is requesting permission to attend the above conference.

ALTERNATIVES:

N/A

ATTACHMENTS:

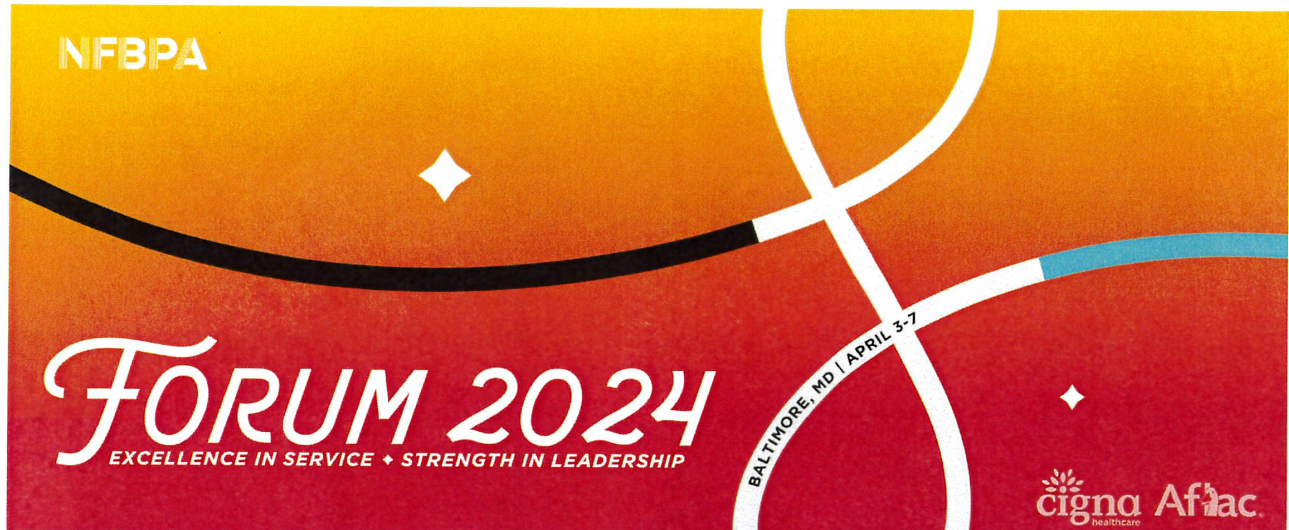
[NFBPA 2024 Forum for Commision Workshop 010324](#)

	Status:
Christian Noel, Accounts Payable	Approved - Dec 26 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Dec 26 2023
Aleem Ghany, Public Services Director	Pending
Marlen Martell, Town Clerk	None

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TRAVEL ▾ SPONSORS

Register

Already Registered?



Embark on a Journey of Excellence at FORUM 2024

Welcome to FORUM 2024, where the stage is set for an unprecedented journey into the ever-evolving public sector landscape. FORUM is back, and it's bigger, bolder, and more innovative than ever before with an electrifying theme: "Excellence in Service, Strength in Leadership." Held in the vibrant city of **Baltimore, Maryland from April 3-7, 2024**, this conference is your gateway to a world of cutting-edge insights, creative solutions, and unparalleled networking opportunities.

At the core of each FORUM is a dedication to empower professionals in local government. We're committed to helping you stay ahead in an era of rapid technological advancements, community transformation, and fostering meaningful professional connections. Join us and immerse yourself in an engaging, immersive event that will reshape your perspective on local government, enriched by corporate and community insights. At FORUM 2024, we're more than just a conference; we're the driving force behind excellence in local government.

Join us and immerse yourself in an engaging, thought provoking event that will reshape your perspective on local government, enriched by corporate and community insights.

- Hear keynote addresses from visionary leaders during general sessions and engage in relevant breakout sessions in your favorite track.
- Learn from your colleagues across the country as they share best practices.
- Build partnerships with other communities to leverage services.
- Explore leading edge products and solutions.
- Create lasting connections that support your professional development.
- Learn new strategies to implement in your own cities, towns, and counties.

REGISTER NOW >



**TOWN OF PEMBROKE PARK, FLORIDA
TRAVEL REQUEST**

Date: 12/21/2023

Name of Traveler: Rashana Dabney-Donovan

Department: Police Department

Destination: Baltimore, MD

Mode of Transportation: Air
(If least expensive mode not chosen provide justification below)

Dates of City Travel: From: 4/2/2024

To: 4/8/2024

Purpose of Trip: National Forum for Black Public Administrators 2024 Conference

<u>Estimated Cost</u>	Will vacation be combined with trip? ☐ Yes ☒ No
Registration \$ 795.00	*Attach written documentation supporting this travel
Transportation \$ 258.00	
Meals \$ 389.85	Is information on trip attached? ☒ Yes ☐ No
Lodging – \$ 1,194.00	Travel included in budget? ☒ Yes ☐ No
Other – Local Transportation	*(Explain answer no)
Parking (\$22/night)	
Total Costs \$ 2,636.85	
Less Prepaid Expenses \$ 2,247.00	
Advance to Traveler \$ 389.85	
	Signature _____
	Traveler

Meal Detail

Date	4/2/2024	4/3/2024	4/4/2024	4/5/2024	4/6/2024	4/7/2024	4/8/2024	Total
Breakfast – 15%	10.35	10.35	10.35	10.35	7.765	7.7625	10.35	\$ 67.28
Lunch – 30%	20.7	20.7	20.7	20.7	15.525	15.525		\$ 113.85
Dinner – 55%	37.95	37.95	37.95	37.95	28.4625	28.4625		\$ 208.73
Total	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 51.75	\$ 51.75	\$ 10.35	\$ 389.85

COMMENTS

Account No. _____	Department Head _____	Date _____
	Budget and Finance Director _____	Date _____
	City Manager _____	Date _____

TOWN OF PEMBROKE PARK

ACCREDITATION INITIATIVE



“ATTAINING DISTINCTION AS AN
ACCREDITED LAW ENFORCEMENT AGENCY”

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ABOUT THE CONTRACTORS



Sanchia Williams serves as the Accreditation Program Manager for the Coconut Creek Police Department. Sanchia joined the Department with over 13 years of professional criminal justice experience and holds a Bachelor's of Science in Criminology from the Florida State University. She began her career with the Florida Department of Law Enforcement in 2008 as a Criminal Justice Information Technician conducting background checks and determining eligibility for the sale of firearms as directed by state statute. In 2009, she joined the Florida Department of Corrections where she remained for ten years. Sanchia rose through the ranks within the Florida Department of Corrections serving in multiple administrative and management positions from the Institutional to Regional level. Sanchia has extensive knowledge of auditing and assessing practices as she ensured accreditation compliance of nine major penal facilities and now the Coconut Creek Police Department. In 2022, Sanchia started privately consulting law enforcement agencies seeking state accreditation. In August 2022, she successfully led the Riviera Beach Police Department to initial state accreditation with zero areas of non-compliance. Sanchia Williams has been certified by the Commission for Law Enforcement Accreditation (CFA) as an Assessor since July 2019, provides mentorship services on behalf of the Commission, and actively participates in mock and onsite assessments.



Angela Madias has more than 20 years of experience in the career of law enforcement serving in a variety of levels within the field. Angela has experience in human resources management, recruitment, and promotional processing, state and federal forfeiture management, state and federal disaster recovery and resilience processing, accreditation management, grants management, strategic planning, and policy development and implementation. Throughout her career, she has conducted multiple agency assessments for sheriff's offices and police departments throughout Florida, evaluating compliance with state accreditation standards. Additionally, Angela has participated in many operational and quality improvement assessments leading to policy creation and modifications. In her current role, she serves as the compliance and accreditation manager, grant writer and administrator, state and federal disaster recovery agent, strategic planning manager, and volunteers in Town outreach events and community projects. Angela also serves on the Davie Police Department's CISM and Peer Support Team, which are partnered with agencies across Broward County.

RISK MITIGATION

In today's litigiousness society, it would be unrealistic to believe that even the most professional law enforcement agency could totally avoid liability claims. The best defense against lawsuits is to have implemented sound policies and procedures that are in line with the best practices of the profession and compliant with current statutes, professional best practices, and court decisions.

A department's written directives are historically one area of law enforcement operations that have a high degree of liability attached thereto as they establish the policies and procedures that the members must adhere to during the performance of their duties.

When issues of liability are raised during litigation, one of the first areas that the discovery process will focus on is the agency's policies and procedures, and did the involved member adhere to the agency's established protocols.

FLORIDA ACCREDITATION

Accreditation is a progressive and contemporary way of helping police agencies evaluate and improve their overall performance. It has long been recognized as a means of maintaining the highest standards of professionalism. Accreditation is the certification by an independent reviewing authority that an entity has met specific requirements and prescribed standards. Schools, universities, and hospitals are some of the most well-known organizations that are required to maintain accreditation.

Benefits to the Community

Accreditation increases the law enforcement agency's ability to prevent and control crime through more effective and efficient delivery of law enforcement services to the community it serves.

Accreditation enhances community understanding of the law enforcement agency and its role in the community as well as its goals and objectives. Citizen confidence in the policies and practices of the agency is increased.

Accreditation, in conjunction with the philosophy of community policing, commits the agency to a broad range of programs (such as crime prevention) that directly benefit the public.

Accreditation creates a forum in which police and citizens work together to control and prevent crime. This partnership will help citizens to understand the challenges that confront law enforcement. Law enforcement will, in turn, receive clear direction from the community about its expectations. Thus, a common set of goals and objectives will be arrived at and implemented.

Benefits to the Agency CEO

Increases cooperation and coordination with other law enforcement agencies and other branches of the criminal justice system.

The accreditation process requires an in-depth review of every aspect of the agency's organization, management, operations, and administration to include:

- Establishment of agency goals and objectives with provisions for periodic updating.
- Re-evaluation of whether agency resources are being used in accord with agency goals, objectives, and mission.
- Re-evaluation of agency policies and procedures, especially as documented in the agency's written directive system.
- Correction of internal deficiencies and inefficiencies before they become public problems.
- The opportunity to re-organize without the appearance of personal attacks.

The accreditation standards provide norms against which agency performance can be measured and monitored over time and provides the agency with a continuous flow of Commission distributed information about exemplary policies, procedures, and projects.

Accreditation provides objective measures to justify decisions related to budget requests and personnel policies and may serve as a yardstick to measure the effectiveness of the agency's programs and services. The services provided are defined, and uniformity of service is assured.

Accreditation streamlines operations, providing more consistency and more effective deployment of agency manpower.

Benefits to the Officers and Employees

Accreditation requires that agency policies and procedures be current and in written form and are available to all agency personnel at all times.

Accreditation assures employees that every aspect of the agency's personnel system is in accord with professional standards, and that the system is both fair and equitable.

The agency is compelled to operate within specific guidelines. It is accountable to the Commission. The agency must stay in compliance with the standards set forth by the

Commission in order to retain its accreditation.

The morale of the agency is enhanced by increasing the employees' confidence in the effectiveness and efficiency of their own agency. Operations become more streamlined and consistent.

Accreditation standards address officer safety issues and provide for adequate training and equipment of the officers.

Accreditation is a coveted award that symbolizes professionalism, excellence, and competence. Employees will take pride in their agency, knowing that it represents the very best in law enforcement.

TOWN OF PEMBROKE PARK POLICE DEPARTMENT EFFORTS TO DATE

The Town of Pembroke Park Police Department has been attempting to meet the standards of the Florida Law Enforcement Accreditation Program for approximately two years. A lack of trained personnel, staff shortages, and leadership changes have all stymied the departments' goal of achieving accredited law enforcement agency status. However today, newly appointed police Chief Ra Shana Dabney-Donovan is fully committed to achieving this distinction for the police department.

Recently both contractors have had the opportunity to conduct a review of the department's efforts of the accreditation initiative. While this review was brief in nature, we did note several items that could further delay or even prevent the Town from achieving his goals.

- There were no provisions noted for periodic review to ensure that current directives are current with recent accreditation and legislative changes.
- Several high-liability areas of operations are out of compliance with modern day best practices and CFA standards.
- The Town has acquired copies of neighboring law enforcement agency policies and procedures that are accredited and has reformatted them into a format for the police department to develop into new directives. However, these drafts will need to be vetted and revised as necessary to ensure compliance with the most recent edition standards manual.

PROJECT SCOPE

The contractors propose to evaluate if the Town's police department's current policies, procedures, and all other forms of written directives to determine if they meet or exceed the minimum standards set forth by the Commission for Florida Law Enforcement Accreditation Program, AND

1. Research, develop, and publish any revisions to any and all existing policies as approved by the Town necessary to meet the standards of the Florida Law Enforcement Accreditation Program;
2. Research, develop, and publish any and all additional policies as approved by the Town, which do not currently exist which would be required to meet the standards of the Florida Law Enforcement Accreditation program;
3. Set-Up, populate and manage a PowerDMS web portal, specific to the Town's police department, to disseminate and maintain all of the police department's written directives, build, populate and manage an assessment system in accordance with the provisions of the Florida Law Enforcement Accreditation Standard Compliance files;
4. The contractors shall be responsible to create, populate and maintain each standard compliance file within the PowerDMS web portal with a copy or copies of all applicable agency directives, copy or copies of any and all supporting documentation, agency records, photographs, etc. necessary to demonstrate compliance with each program standard;
5. Each directive and all supporting documentation shall be formatted and highlighted to illustrate how each directive/documentation is applicable and demonstrates compliance to the individual standard;
6. Perform collection, as necessary of all required or recommended departmental documentation relevant to demonstrating compliance with program standards;
7. Attend in-person and/or virtual meetings with the Town and its representatives to discuss project status, non-compliance issues, departmental issues effecting the project, and/or written directive development purpose and project status;
8. Be alert to changes in accreditation standards, operations, reporting requirements, and other issues which may affect the continuing accredited status of the department;

9. Ensure command staff have fact-based information to make decisions regarding agency policies regarding accreditation standards;
10. Prepare and submit CFA annual agency report;
11. Coordinate agency personnel, activities, records and systems with regards to maintaining accreditation standards, including the establishment of proper documentation demonstrating accreditation compliance;
12. Advise other appropriate individuals of accreditation compliance/non-compliance issues and when necessary, recommend corrective action plans;
13. Be committed to a high standard of the safety regulations and all of the Town's police department's policies and rules and must be willing to report safety violations and potential policy violations to appropriate supervisory personnel;
14. Follows and supports the mission, values, organizational philosophies, operational principals, code of conduct, and policies and procedures of the Town's police department;
15. Be present for and oversee any and all assessments, either mock assessment as mutually arranged for by the Town and the Contractors, and/or any on-site assessment scheduled by the Florida Accreditation Office; and
16. Comply with all applicable Town and police department policies regarding the use of Town computer equipment and systems, social media and internet usage.

PROJECT TIMELINE

It is estimated that this project will take at a minimum 8 months to complete for the agency to be accredited under the Commission for Law Enforcement Accreditation program.

The first step of application has already been completed and the police department is scheduled for its initial assessment in August 2024.

The police department should schedule a mock assessment 60-90 days prior to the scheduled assessment. It is the agency's responsibility to arrange for all aspects of the mock, including assessor selection, with assistance from the contractors. CFA can provide a list of qualified assessors or an agency may select from local assessors.

CONCLUSION

We look forward to working with the Town of Pembroke Park, Chief Dabney-Donovan, her command staff as well as Town Manager. We are confident that together we can rise to the challenges ahead of us and achieve our goal of seeing "Accredited Agency" decals adorning all the assets of the Town of Pembroke Park's Police Department.

If you have any questions or concerns concerning this proposal you can reach us at the below contact information. We look forward to hearing from you and arranging a follow-up to this proposal.

Angela Madias

(954) 536-3818

Madias.Angela@gmail.com

Sanchia Williams

(954) 557-4558

SanchiaWilliams85@gmail.com

Thank you for your consideration,
Angel Madias and Sanchia Williams

ANGELA MADIAS & SANCHIA WILLIAMS

(954) 536-3818 | (954) 557-4558

Accreditation and Training Services Sole Source Letter

December 14, 2023

This letter is to confirm that the professional services provided by Angela Madias and Sanchia Williams are the only professional services that combine document management, accreditation management, and training management to law enforcement agencies seeking to obtain and/or maintain state accreditation through the Commission for Florida Law Enforcement Accreditation (CFA).

While other consultants in our industry may provide limited services focused solely on document and accreditation management, our approach is distinctively comprehensive. We go beyond the basics to cover the entire accreditation process, including a crucial element often overlooked and excluded, employee training. Our suite of services includes:

- **Training Course Development and Implementation via PowerDMS**

We specialize in creating tailored training courses designed to address the specific needs of your agency. Our courses are implemented through the cutting-edge platform, PowerDMS, ensuring a seamless and effective training experience.

- **Training Record Documentation and Retention via PowerDMS**

Our services extend to meticulously documenting and retaining training records, all managed through the PowerDMS platform. This ensures not only compliance but also provides a centralized and easily accessible repository for your agency's training history.

- **On-site and In-person Training**

We deliver training sessions that foster interactive learning environments, providing a hands-on experience that goes beyond digital interactions. We tailor

training to your agency's unique needs while ensuring state compliance to maximize the impact of every learning opportunity.

- **Seasoned Accreditation Professionals**

What sets us apart is the caliber of our team. Our services are delivered by seasoned accreditation professionals with extensive experience in guiding agencies through the accreditation process. Our wealth of knowledge and expertise ensures that your agency embarks on a smooth and successful accreditation journey.

By choosing our comprehensive solutions, you not only address the immediate needs of document and accreditation management but also invest in the ongoing development and compliance of your workforce. We are committed to providing a holistic approach to accreditation that aligns with the unique requirements and challenges of your agency.

Note, that this letter is for informational purposes only. Recipients are advised to conduct independent analysis to determine whether procurement regulations applicable to their agency permit sole-source procurement.

Please let us know if you require any further information regarding our services.

Sincerely,

Angela Madias & Sanchia Williams

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this **1st** day **January, 2024**, by and between **Sanchia Williams**, hereinafter referred to as "**Contractor**," and the TOWN OF PEMBROKE PARK, hereinafter referred to as "**Town**," whose address is **3150 SW 52nd Avenue, Pembroke Park, FL 33023**.

WHEREAS, the Town of Pembroke Park is seeking the services of an individual or firm possessing the experience, skills and ability to provide professional/consultation services in the area of Florida Law Enforcement Accreditation Program, as more specifically set forth in the Scope of Work.

WHEREAS, the Town requires managed services in the subject of law enforcement accreditation and desires to engage the services of Contractor for a period of Eight (8) months for the purposes of attaining and maintaining distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation ("Services"); and

WHEREAS, the Contractor has an extensive background and is qualified as a subject matter expert in law enforcement accreditation and is willing to provide Services to the Town based on this background; and

WHEREAS, the parties do hereby acknowledge and agree that the purpose of this Agreement is to improve the overall administrative and operational functions of the Town's police department and to attain and maintain distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation. The Contractor does promise to use her best, good-faith efforts in carrying out the purposes of this Agreement.

NOW, THEREFORE in consideration of the Agreement hereinafter set forth, the parties do hereby agree to the terms and conditions as follows:

- I. **Scope of Services:** Contractor is hereby engaged to perform managed services for the Town in respect to evaluating if the Town's police department's current policies, procedures, and all other forms of written directives to determine if they meet or exceed the minimum standards set forth by the Commission for Florida Law Enforcement Accreditation Program as well as provide

the expertise and services necessary for the Town's police department and to attain and maintain distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation.

A. The Contractor hereby agrees that she shall:

1. Research, develop, and publish any revisions to any and all existing policies as approved by the Town necessary to meet the standards of the Florida Law Enforcement Accreditation Program;
2. Research, develop, and publish any and all additional policies as approved by the Town, which do not currently exist which would be required to meet the standards of the Florida Law Enforcement Accreditation program;
3. Set-Up, populate and manage a PowerDMS web portal, specific to the Town's police department, to disseminate and maintain all of the police department's written directives, build, populate and manage an assessment system in accordance with the provisions of the Florida Law Enforcement Accreditation Standard Compliance files;
4. The Contractor shall be responsible to create, populate and maintain each standard compliance file within the PowerDMS web portal with a copy or copies of all applicable agency directives, copy or copies of any and all supporting documentation, agency records, photographs, etc. necessary to demonstrate compliance with each program standard;
5. Each directive and all supporting documentation shall be formatted and highlighted to illustrate how each directive/documentation is applicable and demonstrates compliance to the individual standard;
6. Perform collection, as necessary of all required or recommended departmental documentation relevant to demonstrating compliance with program standards;

7. Attend in-person and/or virtual meetings with the Town and its representatives to discuss project status, non-compliance issues, departmental issues effecting the project, and/or written directive development purpose and project status;
8. Be alert to changes in accreditation standards, operations, reporting requirements, and other issues which may affect the continuing accredited status of the department;
9. Ensure command staff have fact-based information to make decisions regarding agency policies regarding accreditation standards;
10. Prepare and submit CFA annual agency report;
11. Coordinate agency personnel, activities, records and systems with regards to maintaining accreditation standards, including the establishment of proper documentation demonstrating accreditation compliance;
12. Advise other appropriate individuals of accreditation compliance/non-compliance issues and when necessary, recommend corrective action plans;
13. Be committed to a high standard of the safety regulations and all of the Town's police department's policies and rules and must be willing to report safety violations and potential policy violations to appropriate supervisory personnel;
14. Follows and supports the mission, values, organizational philosophies, operational principals, code of conduct, and policies and procedures of the Town's police department;
15. Be present for and oversee any and all assessments, either mock assessment as mutually arranged for by the Town and the Contractor, and/or any on-site assessment scheduled by the Florida Accreditation Office; and
16. Comply with all applicable Town and police department policies regarding the use of Town computer equipment and

systems, social media and internet usage.

B. The Town hereby agrees to provide to the Contractor at no-charge the following:

1. An official Town of Pembroke Park email account for the purpose of communicating with Town employees and officials as well as area law enforcement representatives;
2. A Town owned laptop personal computer with Microsoft Office® and Adobe Acrobat Pro® software installed as well as remote access to the police department network with CJIS security two factor authentication network in accordance with the Town's Criminal Justice Information Systems policy for the purpose of obtaining any documents, photos, statistical reports, certifications, training records etc. necessary to obtain documentation required to demonstrate compliance with any applicable accreditation standards AND access credentials to the Town's police headquarters facilities.
3. The Contractor possesses and agrees to maintain a current Level 2 Criminal Justice Information Systems (CJIS) Security Awareness certification.
4. The Town shall provide the Contractor with a cellular air card or other suitable device to provide internet and network connectivity in accordance with the department's information technology and CJIS policies.
5. Acquire and maintain a separate Power DMS web portal administered and managed by the police department and agrees to obtain a sufficient number of user licenses to provide every member of the police department access rights to a level appropriate for their position and that the contractor shall be provided with Master Administrative rights to PowerDMS.
6. Provide the Contractor with read access to agency programs and network (i.e. records management systems, etc.) for the sole purpose to search to obtain proofs for accreditation standards.

7. Access credentials to all areas of the Town's police headquarters facility except the property & evidence storage area, armory, and any other areas mutually agreed upon by the parties as inappropriate or unnecessary.
 - C. The parties agree that the Contractor shall publicly represent the Town and its police department as the Accreditation Manager at any and all accreditation related events and/or meetings.
- II. **Compensation:** The Town agrees to compensate the Independent Contractor based on the prices set forth in this agreement. The total and cumulative amount of this Agreement shall not exceed \$24,000.00.
- III. **Term:** The term of this Agreement shall begin on the next business day following execution of this Agreement by both parties. Unless otherwise extended by both parties, this Agreement will terminate, and all the Services required to be provided by the Contractor under this Agreement will be completed within Eight (8) months of the effective date of this Agreement.
- IV. **Termination:**
 - A. If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the Town shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the Town shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor ten (10) days to cure such default. If the default remains uncured after ten (10) days the Town may terminate this Agreement.
 - B. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor shall be delivered to the Town and the Town shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination.
 - C. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the Town for damages sustained by it by virtue of a breach of the Agreement by Contractor and the Town may reasonably

withhold payment to Contractor for the purposes of set- off until such time as the exact amount of damages due the Town from the Contractor is determined.

D. Termination for Convenience of Town. The Town may, for its convenience and without cause terminate the Services then remaining to be performed at any time by giving Contractor ten (10) days written notice. The Town and the Contractor shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination.

V. **Miscellaneous:** Any modification of this Agreement shall be effective only if in writing and signed by the parties to this Agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 1st day **January, 2024**, by and between **Angela Madias**, hereinafter referred to as "**Contractor**," and the TOWN OF PEMBROKE PARK, hereinafter referred to as "**Town**," whose address is **3150 SW 52nd Avenue, Pembroke Park, FL 33023**.

WHEREAS, the Town of Pembroke Park is seeking the services of an individual or firm possessing the experience, skills and ability to provide professional/consultation services in the area of Florida Law Enforcement Accreditation Program, as more specifically set forth in the Scope of Work.

WHEREAS, the Town requires managed services in the subject of law enforcement accreditation and desires to engage the services of Contractor for a period of Eight (8) months for the purposes of attaining and maintaining distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation ("Services"); and

WHEREAS, the Contractor has an extensive background and is qualified as a subject matter expert in law enforcement accreditation and is willing to provide Services to the Town based on this background; and

WHEREAS, the parties do hereby acknowledge and agree that the purpose of this Agreement is to improve the overall administrative and operational functions of the Town's police department and to attain and maintain distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation. The Contractor does promise to use her best, good-faith efforts in carrying out the purposes of this Agreement.

NOW, THEREFORE in consideration of the Agreement hereinafter set forth, the parties do hereby agree to the terms and conditions as follows:

- I. **Scope of Services:** Contractor is hereby engaged to perform managed services for the Town in respect to evaluating if the Town's police department's current policies, procedures, and all other forms of written directives to determine if they meet or exceed the minimum standards set forth by the Commission for Florida Law Enforcement Accreditation Program as well as provide

the expertise and services necessary for the Town's police department and to attain and maintain distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation.

A. The Contractor hereby agrees that she shall:

1. Research, develop, and publish any revisions to any and all existing policies as approved by the Town necessary to meet the standards of the Florida Law Enforcement Accreditation Program;
2. Research, develop, and publish any and all additional policies as approved by the Town, which do not currently exist which would be required to meet the standards of the Florida Law Enforcement Accreditation program;
3. Set-Up, populate and manage a PowerDMS web portal, specific to the Town's police department, to disseminate and maintain all of the police department's written directives, build, populate and manage an assessment system in accordance with the provisions of the Florida Law Enforcement Accreditation Standard Compliance files;
4. The Contractor shall be responsible to create, populate and maintain each standard compliance file within the PowerDMS web portal with a copy or copies of all applicable agency directives, copy or copies of any and all supporting documentation, agency records, photographs, etc. necessary to demonstrate compliance with each program standard;
5. Each directive and all supporting documentation shall be formatted and highlighted to illustrate how each directive/documentation is applicable and demonstrates compliance to the individual standard;
6. Perform collection, as necessary of all required or recommended departmental documentation relevant to demonstrating compliance with program standards;

7. Attend in-person and/or virtual meetings with the Town and its representatives to discuss project status, non-compliance issues, departmental issues effecting the project, and/or written directive development purpose and project status;
8. Be alert to changes in accreditation standards, operations, reporting requirements, and other issues which may affect the continuing accredited status of the department;
9. Ensure command staff have fact-based information to make decisions regarding agency policies regarding accreditation standards;
10. Prepare and submit CFA annual agency report;
11. Coordinate agency personnel, activities, records and systems with regards to maintaining accreditation standards, including the establishment of proper documentation demonstrating accreditation compliance;
12. Advise other appropriate individuals of accreditation compliance/non-compliance issues and when necessary, recommend corrective action plans;
13. Be committed to a high standard of the safety regulations and all of the Town's police department's policies and rules and must be willing to report safety violations and potential policy violations to appropriate supervisory personnel;
14. Follows and supports the mission, values, organizational philosophies, operational principals, code of conduct, and policies and procedures of the Town's police department;
15. Be present for and oversee any and all assessments, either mock assessment as mutually arranged for by the Town and the Contractor, and/or any on-site assessment scheduled by the Florida Accreditation Office; and
16. Comply with all applicable Town and police department policies regarding the use of Town computer equipment and

systems, social media and internet usage.

B. The Town hereby agrees to provide to the Contractor at no-charge the following:

1. An official Town of Pembroke Park email account for the purpose of communicating with Town employees and officials as well as area law enforcement representatives;
2. A Town owned laptop personal computer with Microsoft Office® and Adobe Acrobat Pro® software installed as well as remote access to the police department network with CJIS security two factor authentication network in accordance with the Town's Criminal Justice Information Systems policy for the purpose of obtaining any documents, photos, statistical reports, certifications, training records etc. necessary to obtain documentation required to demonstrate compliance with any applicable accreditation standards AND access credentials to the Town's police headquarters facilities.
3. The Contractor possesses and agrees to maintain a current Level 2 Criminal Justice Information Systems (CJIS) Security Awareness certification.
4. The Town shall provide the Contractor with a cellular air card or other suitable device to provide internet and network connectivity in accordance with the department's information technology and CJIS policies.
5. Acquire and maintain a separate Power DMS web portal administered and managed by the police department and agrees to obtain a sufficient number of user licenses to provide every member of the police department access rights to a level appropriate for their position and that the contractor shall be provided with Master Administrative rights to PowerDMS.
6. Provide the Contractor with read access to agency programs and network (i.e. records management systems, etc.) for the sole purpose to search to obtain proofs for accreditation standards.

7. Access credentials to all areas of the Town's police headquarters facility except the property & evidence storage area, armory, and any other areas mutually agreed upon by the parties as inappropriate or unnecessary.
 - C. The parties agree that the Contractor shall publicly represent the Town and its police department as the Accreditation Manager at any and all accreditation related events and/or meetings.
- II. **Compensation:** The Town agrees to compensate the Independent Contractor based on the prices set forth in this agreement. The total and cumulative amount of this Agreement shall not exceed \$24,000.00.
- III. **Term:** The term of this Agreement shall begin on the next business day following execution of this Agreement by both parties. Unless otherwise extended by both parties, this Agreement will terminate, and all the Services required to be provided by the Contractor under this Agreement will be completed within Eight (8) months of the effective date of this Agreement.
- IV. **Termination:**
 - A. If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the Town shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the Town shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor ten (10) days to cure such default. If the default remains uncured after ten (10) days the Town may terminate this Agreement.
 - B. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor shall be delivered to the Town and the Town shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination.
 - C. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the Town for damages sustained by it by virtue of a breach of the Agreement by Contractor and the Town may reasonably

withhold payment to Contractor for the purposes of set- off until such time as the exact amount of damages due the Town from the Contractor is determined.

D. Termination for Convenience of Town. The Town may, for its convenience and without cause terminate the Services then remaining to be performed at any time by giving Contractor ten (10) days written notice. The Town and the Town shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination.

V. **Miscellaneous:** Any modification of this Agreement shall be effective only if in writing and signed by the parties to this Agreement.

CERA SOFTWARE INC.
SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This SaaS Agreement (the "Agreement") is entered into this _____ (the Effective Date"), between Town of Pembroke Park ("Subscriber"), with offices located at 3150 SW 52nd Avenue, Pembroke Park, Florida 33023, and CERA Software, Inc. ("Licensor") with offices located at 3100 Ray Ferrero Jr. Blvd, Suite 5008-D Davie, Florida 33314. Stand With Parkland (Third Party Payor) is a party for purposes of financial obligation only (Exhibit D). For purposes of this Agreement, Subscriber and Licensor each will be referred to individually as a "Party" and together as the "Parties."

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License to Receive the Service.

- (a) Grant.** Licensor hereby grants the Subscriber identified on the Schedule A Order Form attached hereto a limited, non-exclusive and non-transferable license, without right of sublicense, during the Term to access, via either a Vendor or the Feed, and display on Subscriber's Display Devices within the United States, the Service, and to permit Authorized Users to use the Service, subject to the terms and conditions of this Agreement. All rights in the Service not expressly granted hereunder are reserved to Licensor.
- (b) Scope.** The license granted to Subscriber hereunder is limited to a single, authorized Application for the display and retrieval of the Service on an Authorized User's desktop. The license does not extend to multiple applications for the display or retrieval of content within the Services. Subscriber shall have no right pursuant to this Agreement to distribute the Service in whole or in part over the Internet, or via email or instant messaging (other than as set forth in Section 9), via an Intranet, personal digital assistant, wireless application protocol, short message service or radio system. An enhanced license encompassing such applications is available as a supplement to this Agreement. Nothing in this Agreement shall obligate Licensor to continue providing access to any Service beyond the date when Licensor ceases providing such Service to subscribers generally. If Licensor ceases providing such Service to subscribers generally, neither the Third Party Payor nor the Subscriber will be under any obligation to remit further payment to Licensor pursuant to this Agreement.
- (c) Restrictions Use.** Subscriber shall not edit, alter, abridge or otherwise change in any manner the content of the Service, including, without limitation, all copyright and proprietary rights notices. Subscriber may not, and may not permit others to:

 - (i) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service;
 - (ii) modify, translate, adapt, alter, or create derivative works from the Service;

- (iii) copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or
- (iv) distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service.

2. Definitions. As used herein,

- (a) **“Agreement”** shall mean these terms and conditions, the Order Form, attached Schedules, and any written amendments signed by both parties;
- (b) **“Application”** shall mean either the Licensor-developed application used by Subscriber for the Service hereunder;
- (c) **“Authorized Users”** shall mean Subscriber’s employees and independent contractors working for Subscriber in the ordinary course of Subscriber’s business who: (i) agree to be bound by the terms of this Agreement; and (ii) are specifically authorized by Subscriber to access the Service;
- (d) **“Billing Start Date”** shall mean the date identified on the Order Form as the date from which billing shall be calculated (which under no circumstances shall be later than the Service Start Date, as defined below);
- (e) **“Display Devices”** shall mean any display device used to access and display the Service;
- (f) **“Service”** shall mean Licensor’s information applications subscribed to by Subscriber hereunder;
- (g) **“Service Start Date”** shall mean the date from which Subscriber receives the applicable Service;
- (h) **“Fees”** shall mean the fees payable pursuant to Section 3 hereof;
- (i) **“Office”** shall mean the address(es) of Subscriber’s office(s) in which a Display Device is located;
- (j) **“Order Form”** shall mean the attached Order Form that sets out the commercial terms and is executed by the parties;
- (k) **“Term”** shall mean the period identified in the Order Form, or any renewal term, as applicable;
- (l) **“Vendor”** shall mean the single distributor that delivers the Service to Subscriber as identified on the Order Form, subject to Licensor’s continuing authorization of such Vendor’s Application.

3. Fees and Payment.

- (a) **Fees.** Commencing on the Billing Start Date, the Third Party Payor, Stand With Parkland, shall pay Licensor on behalf of Subscriber for the Term hereof the Fees, payable in advance, based on the Services and the number of Users identified in the Order Form, and on any other commercial terms contained in this Agreement. Subscriber shall inform Licensor of any increases in the number of Users no later than

seven (7) days after the date of such increase and the Order Form will be deemed amended accordingly. Subscriber shall have no financial liability for subscription fees under this agreement.

- (b) **Taxes.** Licensor will be responsible for, and will promptly pay all sales, use, excise, value-added or similar taxes, assessments, or duties.
- (c) **Professional Services.** During the term of this Agreement, Subscriber may request Licensor to perform professional services in the nature of software development, customization add-in, documentation and/or integration services (hereinafter, "Professional Services"). Upon receipt of a request, Licensor may provide Subscriber with a written proposal, and when the parties agree to all requirements of the proposed Professional Services, a Task Order for the Professional Services, in the form of [Exhibit C.](#), shall be executed by the parties. All Task Orders shall be subject to the terms and conditions of this Agreement. Services performed by Licensor are not exclusive to Subscriber, and Licensor may perform services of any type or nature for any other person or entity at any time.

4. Access.

- (a) **Vendor.** If the Service is delivered to Subscriber via a Vendor, Subscriber acknowledges that the Vendor Delivery Fees may be charged to Subscriber by such Vendor or by Licensor on behalf of the Vendor.

5. Monthly Reports; Records.

- (a) **Vendors.** If the Services are delivered to Subscriber by a Vendor, Subscriber agrees that Licensor may rely on such third-party vendor's monthly entitlement reports for billing purposes.

- 6. **Mergers and Acquisitions.** For the purpose of calculating the Fees, it is not the parties' intention that the Fees charged under this Agreement will include Display Devices and Services added through a merger or acquisition. Accordingly, in the event of any merger or acquisition that would result in Subscriber's ownership or control of Display Devices formerly owned or controlled by another entity, such additional Display Devices and Services will not be covered by the Fees charged under this Agreement. Subscriber agrees that such Display Devices and Services shall be subject to additional fees, based upon the then current listed price for the additional Display Devices and/or Services resulting from the acquisition or merger. For the avoidance of doubt a merger and/or acquisition shall not entitle Subscriber to terminate this Agreement other than in accordance with its terms.

- 7. **Copyright Protection; Use Restrictions; Security.** Subscriber agrees that the Service and Feed specifications, including without limitation the editorial coding and metadata contained therein, are the property of Licensor or Licensor's licensors. *The works and databases included in the content of the Service are protected by applicable copyright laws.* Subscriber agrees that only Authorized Users shall be permitted access to the Service. Except as set forth herein, no clients or other persons or entities who are not legal employees of Subscriber or independent contractors consulting for Subscriber in the ordinary course of Subscriber's

business may be Authorized Users. Subscriber shall not reverse engineer, decompile or disassemble any part of the Service. Subscriber further agrees that neither Subscriber nor any Authorized User shall store (except as permitted under Section 1(d)(ii) for retrieval and display purposes only), copy, reproduce, retransmit, disseminate, sublicense, sell, distribute, publish, broadcast, circulate, create derivative works (including, without limitation, trading algorithms), test algorithms in conjunction with, or distribute by any means the Service in whole or in part to anyone, including, but not limited to, other employees of Subscriber, without Licensor's express prior written consent; provided, however, that Authorized Users may on an occasional basis in the normal course of business include limited portions of the Service (a) in oral and (with proper attribution to the respective Service) non-electronic written communications with clients and other employees, and (b) in email and instant messaging communications with other employees and/or securities professionals. Without limiting the foregoing, under no circumstances shall distribution under this Section by Subscriber be permitted if such distribution may be viewed as a substitute for a subscription to the Service itself. Subscriber agrees that when using the Service in this way, the facts, content and intent of the Service will not be changed in form or in spirit or otherwise in any way be prejudicial to the integrity of the Service or Licensor.

- 8. Disclaimer.** SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICE(S), THE CONTENTS THEREIN, AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LICENSOR DOES NOT MAKE ANY AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9. Indemnification.

Subscriber Infringement Indemnity. Subscriber, at its expense, will defend, indemnify, and hold Licensor harmless from and against any and all third party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorneys' fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Licensor which directly relate to a claim, action, lawsuit, or proceeding made or brought against Licensor by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "Licensor Claim") by way of Licensor's use of any Subscriber Content that Subscriber provides to Licensor and Licensor uses in the provision of any Services.

- 10. Limitation of Liability.** LICENSOR AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS ("THE PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO SUBSCRIBER, AUTHORIZED USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING,

WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE “EXCLUDED DAMAGES”), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IN NO EVENT WILL THE LIABILITY OF THE PARTIES ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY SUBSCRIBER HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PARTIES’ LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. SUBSCRIBER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR FOR ANY LOSS, DAMAGE OR COST IN CONNECTION WITH ANY CLAIM OR ACTION WHICH MAY BE BROUGHT BY ANY THIRD PARTY AGAINST LICENSOR RELATING TO ANY BREACH OF THIS AGREEMENT BY SUBSCRIBER.

- 11. Term; Early Termination.** This Agreement shall become effective when Subscriber signs the Order Form and, unless terminated earlier in accordance herewith, shall continue from the Billing Start Date for the period of time specified in the Order Form. This Agreement shall automatically renew for subsequent like terms unless either party gives the other written notice of its intention not to renew no later than sixty (60) days prior to the end of the then-current term. For the avoidance of doubt: (i) in the event Subscriber executes the Order Form after the Billing Start Date then this Agreement will be deemed effective from the Billing Start Date, and (ii) in the event Subscriber receives the Service before the Order Form is executed, then this Agreement shall be deemed effective from the Service Start Date. Modifications in any ongoing Fees in connection with direct access to a Feed shall be communicated to Subscriber no later than ninety (90) days prior to their effective date, and such modified Fees shall be deemed to replace those previously stated in the Order Form. This Agreement may be terminated as follows: (a) if either party commits a breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice thereof by the non-breaching party (“Notice of Breach”), the party giving such notice may then deliver a second written notice to the breaching party terminating this Agreement, in which event this Agreement, and the licenses granted hereunder, will terminate on the date specified in such second notice; or (b) if a receiver is appointed over any assets of either party or if either party makes any arrangement with its creditors or becomes subject to an administration order or goes into liquidation or anything equivalent to the foregoing under any jurisdiction or ceases to carry on business, the other may terminate by giving written notice with immediate effect. If this Agreement is terminated before the end of its then current term for any reason other than by Subscriber under Clause 14 (a) or (b), then Subscriber will pay to Licensor as liquidated damages the amount due by Subscriber for the previous calendar month times the number of months remaining in such Term (“Liquidated Damages”) within 30 days after such termination. The

parties agree that the Liquidated Damages under this clause are not intended to be and will not be punitive in effect and that the Liquidated Damages are a genuine pre-estimate of loss (which may be difficult to ascertain) resulting from early termination of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if Subscriber receives any notice of late payment under this Agreement in any form, written or electronic, from Licensor including any business division (e.g., Licensor' Credit Department), such notice will be deemed to be a Notice of Breach.

12. Confidentiality. Subscriber and Licensor understand and agree that in the performance of this Agreement each party may have access to private or confidential information of the other party which either is marked as “confidential” or the receiving party should reasonably know under the circumstances that such information is confidential and/or proprietary information of the other party. Each of us shall hold such information in confidence and not, without the consent of the other, disclose it to a third party or use it for any purpose other than in performance of this Agreement. This obligation of confidentiality shall not apply to information that is generally available to the public through no act or omission of the receiving party or becomes known to the receiving party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court or by any government or regulatory authority. If any Confidential Information is required to be disclosed by statute, rule, regulation or order of any court of competent jurisdiction, before any such disclosure the receiving party will provide notice to the disclosing party reasonably sufficient to allow the disclosing party the opportunity to apply for a protective order or other restriction regarding such disclosure. If either party elects to file this Agreement with the U.S. Securities and Exchange Commission or any other securities exchange or market, regulatory authority or other body, the filing party will provide the non-filing party, no less than five (5) business days before the expected date of the filing (the “Filing Date”), a copy of the Agreement marked to show the sections for which the filing party plans to seek confidential treatment. The filing party agrees to expand its confidential treatment request to include those provisions of this Agreement reasonably indicated by the non-filing party before the Filing Date as provisions for which the non-filing party requests confidential treatment. All confidential information will remain the exclusive property of the owner. No public announcement, press release or communication concerning this Agreement shall be made without the prior consent of the other party. The Parties acknowledge that the Subscriber is a public agency subject to the requirements of Ch. 119, F.S.

13. Miscellaneous.

- (a) **Notice.** All notices to a party hereunder shall be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above described mailing methods to the address(es) set forth on the Order Form, or to a different address which a party may give written notice of pursuant to this Section from time to time. Notice will be deemed delivered and received on the date it is actually received.
- (b) **Amendment.** The parties acknowledge that Subscriber is responsible for notifying Vendor directly of any Vendor-related issues. This Agreement may not be amended except in a writing executed by authorized representatives of Subscriber and Licensor.

- (c) **Assignment.** This Agreement is not transferable, assignable, delegable, or sublicenseable by Subscriber in whole or in part, without the prior written permission of Licensor. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors, trustees, administrators, and assigns.
- (d) **Survival.** The following obligations of the parties will survive termination or expiration of this Agreement for any reason: Sections 2., 9., 10., 11., 12., 13., 14. (but only for three (3) years after such termination or expiration), and 15. of this Agreement and any payment obligations of Subscriber that accrue prior to such termination or expiration.
- (e) **Independent Contractor.** Licensor is acting in performance of this Agreement as an independent contractor.
- (f) **Binding Effect and Third-Party Beneficiary.** Except if specifically stated in this Agreement, neither party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other party. No third party is a beneficiary of this Agreement.
- (g) **Waiver of Rights.** Except where specifically stated to the contrary, all remedies available to either party for breach of this Agreement under this Agreement, at law, or in equity, are cumulative and nonexclusive. A waiver or failure of either party at any time to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter.
- (h) **Injunctive Relief.** If Subscriber breaches Section 1 of this Agreement, Licensor will be entitled, in addition to any other rights available under this Agreement or at law or in equity, to apply for immediate injunctive relief without any requirement to post a bond or other security and Subscriber acknowledges and agrees to not contest such application.
- (i) **Severability.** If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction, such provision or portion thereof will, as to such jurisdiction only, be ineffective to the extent of such unenforceability, all other provisions and portions thereof of this Agreement will not be affected thereby and will be valid and enforced to the fullest extent permitted by law.
- (j) **Choice of Law and Venue.** This Agreement, as well as any and all tort claims arising from this Agreement or arising from any of the proposals, negotiations, communications or understandings regarding this Agreement, will be governed by and construed in accordance with the laws of the State of Florida, United States of America ("Florida"), applicable to contracts made entirely within Florida and wholly performed in Florida, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in Broward County, Florida.
- (k) **Force Majeure.** Any failure or delay by Licensor in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood,

earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of Licensor.

- (l) **Entire Agreement.** This Agreement contains the final and entire agreement of the parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the Agreement's subject matter.
- (m) **Exhibits.** The following Exhibits are attached hereto and incorporated herein by this reference:
- Exhibit A. Order Form for specific services
 - Exhibit B. Service Level and Support Services Agreement
 - Exhibit C. Task Order Form for specific tasks and payment
 - Exhibit D. Funding Confirmation Letter from Third Party Payor
- (n) The Subscriber Park is a public agency subject to Chapter 119, Florida Statutes. Licensor shall comply with Florida's Public Records Law. Specifically, Licensor shall:
1. Keep and maintain public records required by the Town to perform the service;
 2. Upon request from the Town's custodian of public records, provide the Town 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;
 3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, Licensor shall destroy all copies of such confidential and exempt records remaining in its possession after Licensor transfers the records in its possession to the Town, unless otherwise required by law; and
 4. Upon completion of the Agreement, Licensor shall transfer to the Town, at no cost to the Town, all public records in Licensor's possession. All records stored electronically by Licensor must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
 5. The failure of Licensor to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which,

the Town may terminate the Agreement by providing Licensor with at least thirty (30) days prior, provided, however, that Licensor will be given the opportunity to cure the breach within said period of time.

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

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppfl.gov**

(O) Scrutinized Companies

Licensor, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

1. Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - b. Is engaged in business operations in Syria.

(P) E-Verify Licensor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1. Definitions for this Section:

- a. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a CIVICPLUS or consultant.
- b. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
- b. All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and
- c. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by

the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

WHEREFORE, the Parties hereto have signed this Agreement.

Town of Pembroke Park

CERA Software, Inc.

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Exhibit A. Order Form

Billing Start Date: _____

Service Start Date: _____

SERVICES

Subject to the terms and conditions of the Agreement, Licensor will provide to Subscriber the following Services for the following fees:

1. **Technology Description:**

- a. CERA Public Safety Platform for members of the Pembroke Park Police Department
- b. CERA Duress Application for all municipal locations and municipal employees
- c. CERA Duress Application for all Public and Charter Schools (K-12) within the municipality of the Town of Pembroke Park
- d. All training, onboarding and support for the term of the agreement

2. **Term:** The term of this Schedule will commence as of the Billing Start Date and will end on June 30th, 2023 (“Initial Term”). After the Initial Term, the Agreement shall automatically renew.

3. **Fees: NO FEE FOR SUBSCRIBER; See Exhibit D-**Paid by Third-Party Payor, Stand With Parkland. If the Third Party Payor fails to remit payment to the Licensor, Subscriber will not be responsible for remitting any unpaid amounts to the Licensor.

4. **Maximum Number of Authorized Users:**
Unlimited municipal Users

5. **Access:** Access is limited to Authorized Users.

6. **Training Rates :** All training is included for the three-year term

SUPPORT SERVICES

Support Services as set forth on **Exhibit B.** (“Support Services Description”) are included as part of the Fees.

Exhibit B. Service Level and Support Services Agreement

Licensor will provide the Service to Subscriber, not including scheduled maintenance time. Scheduled maintenance time will not exceed five (5) hours a month, and will take place during Non-Peak Hours. "Non-Peak Hours" will be the hours between 12:00 AM and 5:00 AM EST. The Service and Work Products will function and be available as provided in this Agreement with the Uptime specified below (with the exception of any scheduled maintenance performed by Licensor).

Technical Contacts. During the Term and any renewal term of the Agreement, Licensor will make available a technical point of contact for Subscriber technical support inquiries.

Deductions from Monthly Fees as a result of Service Level Non-Performance. If Licensor has failed to meet any of the Service Levels set forth herein, Subscriber will be entitled to receive deductions from its monthly fee as set forth below. Deductions are expressed as a percentage of Licensor's total monthly charges during the month in which the service deduction applies, with each section being applied separately against the total monthly charges and then the totals of each chart aggregated.

Uptime. Licensor will provide an Uptime of 99% or better, and Uptime as defined herein will include any significant third party product included in the Service. If Licensor's noncompliance is from 1% to 2%, Company will be credited five (5) percent (5%) of its monthly fee. If noncompliance is from 2 % to 5%, the credit will be ten percent (10%) of the monthly fee. There will be an additional two percent (2%) credit of the monthly fee for each additional one percent (1%) of noncompliance beyond __%.

Alternate Clauses/Definitions for SLAs:

"Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.

"Downtime Period" means, for a domain, a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

"Scheduled Downtime" means those times where Licensor notified Customer of periods of Downtime at least five days prior to the commencement of such Downtime. There will be no more than twelve hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Exhibit C. [Form of Task Order]

Task Order #____

THIS IS TASK ORDER #____, BEING EXECUTED PURSUANT TO SAAS AGREEMENT BETWEEN CERA Software, Inc. (“LICENSOR”) AND [name] (“SUBSCRIBER”) DATED AS OF [date] (THE “AGREEMENT”).

Project: _____ **Hourly Rate:**____ **Actual # of Hours** ____ **Billed # of Hours** ____ **Actual Cost** ____ **Billed Cost** ____

Total:

ESTIMATE FOR PROJECT

Notes:

1. Above fees are billed in advance to the **Third Party Payor**.
2. All work is performed on a time and materials basis. This Task Order is a good faith estimate of the work required to complete the Task Order based on past experience and basic analysis of the project.
3. Intellectual Property Ownership Provision: The Intellectual Property Ownership Provisions of the Agreement are incorporated by reference herein.
4. Acceptance: The Deliverables described in the Project Scope of this Task Order will be deemed accepted by Subscriber upon receipt by Licensor of written notice by Subscriber that the Deliverables have been accepted.

CERA Software, Inc. Professional Services Rate Schedule:

Development Resource: \$_____ **per hour**

Account Management Resource: \$_____ **per hour**

Accepted by: Subscriber: _____

By:		
Name:		
Title:		
Date:		

Exhibit D. Funding Confirmation Letter



The National Association of Families for Safe Schools

December 18, 2023

Chief Ra Shana Dabney-Donovan
Pembroke Park Police Department
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Chief Dabney-Donovan,

Stand with Parkland - The National Association of Families for Safe Schools is a national organization representing American families committed to advocating for practical public safety reforms focused on the security of students and staff at school, improved mental health support, and responsible firearms ownership. We were founded by the families whose loved ones were taken in the Parkland, Florida school massacre on February 14, 2018. Although we are devastated by loss of our beloved spouses and children while at school, we work to help avoid mass shootings in schools.

Stand with Parkland has received a BJA Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program from the fiscal 2023 federal budget. The purpose of this grant is to provide funding to programs that use technology to improve school safety so that they may provide cost-free implementation to communities such as yours.

Following your decision to implement an agreement with CERA Software, Inc. Stand with Parkland is offering to use a portion of our grant funding to provide the CERA Software, Inc platform in the Town of Pembroke Park in partnership with the Pembroke Park Police Department. The duration of the funding will be through end of our Grant authorization on June 30, 2026 or the termination of the Pembroke Park Police Department/CERA Software, Inc agreement, whichever comes first. This funding arrangement is between CERA Software, Inc and Stand with Parkland – The National Association of Families for Safe School.

We applaud the decision of Chief Ra Shana Dabney-Donovan to proactively promote school safety by using CERA Software, Inc to enhance the ability of students, and staff, to report vital information in order to have it relayed to responding officers, and on scene commanders, thus helping prevent a tragedy similar to what our Founding families have suffered. Stand with Parkland is pleased to partner with CERA Software, Inc by providing grant funding for this innovative pilot program helping to continue our mission to improve the safety of all students and teachers at school.

Please contact us with any questions you may have.

Tony Montalto
President
Stand with Parkland – The National Association of Families for Safe Schools

STANDWITHPARKLAND.ORG 5944 CORAL RIDGE CORAL SPRINGS, FL INFO@STANDWITHPARKLAND.ORG
DRIVE #273 33076



Area Agency on Aging
of Broward County

42nd Annual Installation Dinner

Join us as we honor

VOLUNTEER OF THE YEAR

Pauline Grant

PROJECT LEADER OF THE YEAR

Patricia Jones, Project Director
Northwest Federated Woman's Club

CORPORATION OF THE YEAR

Sterling Group Foods, Inc.

FAIR SHARE MILESTONE CITIES

City of Coconut Creek (40)

City of Deerfield Beach (35)

Town of Hillsboro Beach (35)

City of Hallandale Beach (20)

City of Weston (15)



Area Agency on Aging
of Broward County

42nd Annual Installation Dinner

THURSDAY **25** **JANUARY**
2024

6:00 pm - 10:00 pm

6 pm: Cocktail Reception 7 pm: Dinner & Awards

Join us for an evening of networking and celebration with local business leaders, elected and appointed officials, and advocates as we honor the dedication of our Board of Directors, Advisory Council & community partners.

RENAISSANCE FORT LAUDERDALE WEST HOTEL

1230 S. Pine Island Rd, Plantation, FL 33324

Visit [www.https://www.adrcbroward.org/installation_dinner](https://www.adrcbroward.org/installation_dinner)
to make your commitment

42nd Annual Installation Dinner

Support Opportunities

(Side 1 of 2 - Please review both sides)

Platinum Sponsor - \$3,000

Includes (20) tickets with company name displayed on table, company name included on-screen during the event in a prominent position, a full-page color ad in the event program, inclusion in pre & post-event publicity, an opportunity to have a featured article in an upcoming issue of an AAABC newsletter, company logo with link in (2) event newsletters, company logo with link displayed on AAABC website, company name included in (4) social media event related posts.

Gold Sponsor - \$1,500

Includes (10) tickets with company name displayed on table, company name included on-screen during the event, a full-page color ad in the event program, inclusion in post-event publicity, company logo in (2) event newsletters, company logo with link displayed on AAABC website, company name included in (2) social media event related posts.

Silver Sponsor - \$1,000

Includes (6) tickets, company name included on-screen during the event, a half-page color ad in the event program, company logo in (2) event newsletters, company logo with link displayed on the AAABC website, company name included in (2) social media posts related to the event.

Bronze Sponsor - \$750

Includes (4) tickets, company name included on-screen during the event, a half-page color ad in the event program, company name in (1) event newsletter, company logo displayed on AAABC website, company name included in (1) social media post related to the event.

Copper Sponsor - \$500

Includes (2) tickets, a quarter-page color ad in the event program, company name in (1) event newsletter, Company name displayed on AAABC website.

Supporter Sponsor - \$200

Includes (1) ticket, a business card color ad in the event program, company name displayed on AAABC website.

Deadline for Sponsorships & Ads is Friday, January 5, 2024.

42nd Annual Installation Dinner

Support Opportunities

(Side 2 of 2 - Please review both sides)

Ads

Full Page - \$300

Dimensions: 8" w, 10.5" h

Quarter Page - \$100

Dimensions: 4" w, 5.25" h

Half Page - \$150

Dimensions: 8" w, 5.25" h

Business Card - \$50

Dimensions: 3.5" w, 2" h

Please submit camera-ready artwork (300 dpi minimum, submitted as either an .eps, .jpeg, .pdf, or .png file) by **Friday, January 5, 2024**.

Need help designing your ad? We can help!
Please email events@adrcbroward.org.

Tickets

Tickets are \$125 each

Dinner Options

Grilled Breast of Chicken with Toscana White Wine Sauce, served with roasted fingerling potatoes

Pan Seared Salmon with Citrus and Italian Herb Sauce, served with roasted fingerling potatoes

Curry Vegetables with Sesame Tofu, served with Coconut Jasmine Rice *vegetarian & gluten free*

Deadline for Tickets is Friday, January 19, 2024.



Area Agency on Aging
of Broward County

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2024, by and between:

Town of Pembroke Park, a municipal corporation of the State of Florida with a business address of **3150 S.W. 52nd Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")

and

Projected Point, Inc., authorized to do business in the State of Florida, with a business address of **140 N.W. 70th Street, #103 Boca Raton, FL 33487** (hereinafter referred to as the "CONSULTANT"). TOWN and CONSULTANT may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The TOWN seeks to engage CONSULTANT, as a professional service provider, as defined in Section 2-121 of the Town's Code of Ordinances; however, the services provided by the CONSULTANT, as more particularly described in Exhibit "A," shall not include any professional services as defined by Section 287.055, F.S.

1.2 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONSULTANT hereby agrees to perform general financial consulting and finance department assistance, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof. In the event of any conflicts between this Agreement and Exhibit "A" this Agreement shall prevail.

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Projected Point Inc.
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2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONSULTANT hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the TOWN promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the TOWN.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of TOWN.

ARTICLE 3

TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution of this Agreement and shall terminate on September 30, 2024.

3.2 This Agreement may be terminated by either party for cause, or by the TOWN for convenience, upon seven (7) days' written notice by the TOWN to CONSULTANT in which event the CONSULTANT shall be paid its compensation through the end of the term of this contract. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT be compensated for services performed to termination date. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to TOWN immediately.

3.3 SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subconsultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice TOWN on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by TOWN. The CONSULTANT'S rate of compensation shall be set forth in Exhibit "A."

4.2 TOWN will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

Projected Point, Inc.
140 NW 70th Street, #103
Boca Raton, FL 3487

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the TOWN, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless and defend the TOWN, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by

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CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT or extend to any claims brought subsequent to the expiration of warranty period outlined above. The TOWN's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the TOWN hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7 **INSURANCE**

7.1 The CONSULTANT shall indemnify and hold harmless the TOWN and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TOWN or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subConsultants. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TOWN, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TOWN or its officers, employees, agents and instrumentalities as herein provided.

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Projected Point Inc.
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7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the TOWN nor shall the CONSULTANT allow any subconsultant to commence work on his subcontract until all similar such insurance required of the subconsultant has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the TOWN's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the TOWN with notice of cancellation, or the CONSULTANT shall obtain written agreement from its Agent to provide the TOWN with notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the TOWN. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. THE CONSULTANT shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. General Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The Town of Pembroke Park must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the

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Projected Point Inc.
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scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subconsultants similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subconsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide TOWN proof of such exemption along with a written request for TOWN to exempt CONSULTANT, written on CONSULTANT letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The Town of Pembroke Park shall be named as an Additional Insured on each of the General Liability policies required herein
- 7.7.1 Waiver of all Rights of Subrogation against the TOWN
- 7.7.3 30 Day Notice of Cancellation or Non-Renewal to the TOWN
- 7.7.4 Consultants' policies shall be Primary & Non-Contributory
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the TOWN
- 7.7.6 The Town of Pembroke Park shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONSULTANT shall name the TOWN, as an additional insured on each of the General Liability policies required herein and shall hold the TOWN its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subconsultant in the same limits and with all requirements as provided herein, including naming the TOWN as an additional insured, in any work that is subcontracted unless such subconsultant is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to TOWN. The CONSULTANT and any subconsultants shall maintain such policies during the term of this Agreement.

7.10 The TOWN reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8

INDEPENDENT CONSULTANT

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the TOWN 's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with TOWN, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the TOWN and the TOWN will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9

VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10

PUBLIC RECORDS

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Projected Point Inc.
Page 7 of 15

10.1 The Town of Pembroke Park is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the TOWN to perform the service;

10.1.2 Upon request from the TOWN's custodian of public records, provide the TOWN 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, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the TOWN; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the TOWN, at no cost to the TOWN, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the TOWN may terminate the Agreement.

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

**TOWN CLERK
3150 S.W. 52nd AVENUE
PEMBROKE PARK, FL 33023
(954) 966-4600
townclerk@tppfl.gov**

**ARTICLE 11
MISCELLANEOUS**

11.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of TOWN whether or not the

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Projected Point Inc.
Page 8 of 15

project for which they are made is completed. TOWN hereby agrees to use CONSULTANT's work product for its intended purposes.

11.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subConsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by TOWN and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by TOWN of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

11.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of TOWN. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires TOWN approval. However, this Agreement shall run to the benefit of TOWN and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and TOWN designate the following as the respective places for giving of notice:

TOWN: Town Manager
 Town of Pembroke Park
 3150 S.W. 52nd Avenue
 Pembroke Park, Florida 33023
 Telephone No. (954) 966-4600

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Projected Point Inc.
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Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Consultant Projected Point, Inc.
140 N.W. 70th Street, #103
Boca Raton, FL 33487
Telephone No. (352) 536-0035

11.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

11.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

11.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

11.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

11.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

11.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

11.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

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Projected Point Inc.
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11.13 Scrutinized Companies CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

11.13.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

11.13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

11.13.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

11.13.2.2 Is engaged in business operations in Syria.

11.14 E-Verify CONSUTLANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

11.14.1 Definitions for this Section:

11.14.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a Flagler or consultant.

11.14.1.2 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

11.14.1.3 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

11.14.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S.

Department of Homeland Security's E-Verify System to verify the employment eligibility of:

11.14.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

11.14.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

11.14.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

TOWN:

TOWN OF PEMBROKE PARK, FLORIDA

ATTEST:

MARLEN MARTELL, TOWN CLERK

By: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO FORM:

OFFICE OF THE TOWN ATTORNEY

CONSULTANT:
Projected Point, Inc.
David DiLena, CPA

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Projected Point Inc.
Page 12 of 15

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared **David DiLena, CPA as and on behalf of Projected Point, Inc.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, **2024**.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

EXHIBIT “A”
(SCOPE OF SERVICES / COMPENSATION)

Scope of Services Outline: Interim Finance Director

This scope of services outlines the responsibilities and expectations for the Interim Finance Director position. After this period, compensation will be re-evaluated based on performance and organizational needs.

The Interim Finance Director will undertake the following responsibilities

- Ensure the organization's financial operations comply with all relevant laws, regulations, and recommendation issued by the Florida Legislature Joint Legislative Auding Committee and the Florida Auditor General.
- Collaborate with legal and compliance teams to address compliance issues (if any).
- Ensure compliance with relevant financial regulations and industry standards.
- Oversee and lead the finance team, providing guidance and support.
- Foster a culture of accountability, collaboration, and continuous improvement.
- **Manage staff**, including recruitment, performance evaluations, and **professional development**.
- **Prepare for and manage financial audits, working closely with external auditors.**
- **Maintain financial records and documentation in accordance with audit requirements.**
- Analyze financial data to provide insights and recommendations for improving financial performance.
- **Prepare and manage budgets**, forecasts, and financial plans.
- Ensure accurate and timely financial reporting to senior management.
- Assess financial risks and recommend appropriate risk mitigation strategies.
- **Communicate financial performance, public meetings** and strategic initiatives to the board, senior management, and other stakeholders.
- **Address financial inquiries** and provide clear and concise explanations.

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Projected Point Inc.
Page 14 of 15

Compensation

Compensation for the Interim Finance Director will be set at \$6,300 per month. Compensation will be re-evaluated based on performance and organizational needs. Potential adjustments will be discussed and agreed upon mutually.

Regular performance evaluations will be conducted throughout the interim period, focusing on key deliverables and overall contributions.

The Interim Finance Director is expected to maintain strict confidentiality regarding all financial matters and sensitive organizational information.

This scope of services outlines the key responsibilities, including staff management, regulatory compliance, and audit preparation, for the Interim Finance Director position.

RESOLUTION NO. 2024-001

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND PROJECTED POINT, INC., ATTACHED HERETO AS EXHIBIT “A,” FOR FINANCIAL CONSULTING SERVICES; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 13, 2023, the Town of Pembroke Park and Projected Point, Inc., entered into an agreement for financial consulting services (the “Original Agreement”); and

WHEREAS, the Original Agreement provided for a four-month term, which will expire on January 12, 2024; and

WHEREAS, the Town remains without a finance director and seeks to continue engaging Projected Point, Inc., and its principal, David DiLena, to assist the Town with its financial matters, including audit and budget preparation; and

WHEREAS, Projected Point is providing an essential professional service to the Town at a critical time; and

WHEREAS, the Town Commission seeks to continue its engagement of Projected Point pursuant to the terms and conditions set forth in the agreement attached hereto as Exhibit “A;” and

WHEREAS, Sec. 2-125(117) of the Town’s Code of Ordinances authorizes the Town to waive procurement requirements pursuant to a resolution of the Town Commission; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, finds that continuing its engagement of Projected Point to assist with the Town's financial operations is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby approves and authorizes the execution of the agreement between the Town and Projected Point, Inc., attached hereto as Exhibit "A" and incorporated herein. The Acting Town Manager is hereby authorized to execute the agreement on behalf of the Town

Section 3. The Town Manager is authorized to conform and make additional changes to the Manual which are consistent with the Town's ordinances, resolutions and policies as needed and approved as to form and legality by the Town Attorney without further approval of the Town Commission.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

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

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 10th day of January, 2024.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

AGENDA ITEM REPORT



To: Commission
Subject: Purchase of office furniture
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Jan 03 2024
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Some of the offices for the Commissioners are not furnished.

FINANCIAL IMPACT:

Depending on layout cost.

RECOMMENDATION:

Direct staff to purchase and set up the offices.

ATTACHMENTS:

[REVISED Furniture quotes](#)
[Furniture](#)
[Furniture Estimate 12.29.23](#)

	Status:
Christian Noel, Accounts Payable	Approved - Dec 29 2023
Jacobs Horowitz, Interim Town Attorney	Pending
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None



**OFFICE
FURNITURE
WAREHOUSE**

Experience @ Work

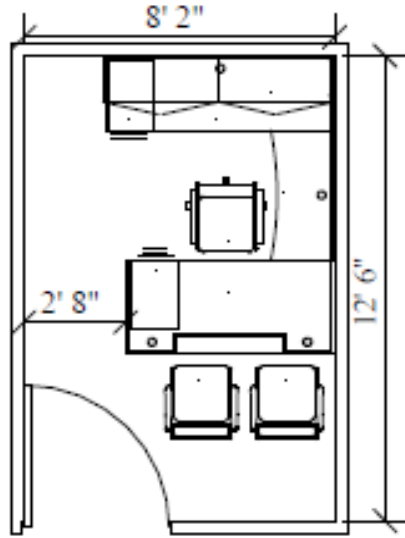
PROPOSAL FOR



Presented by Carolina Clayton.
Design/Sales Consultant

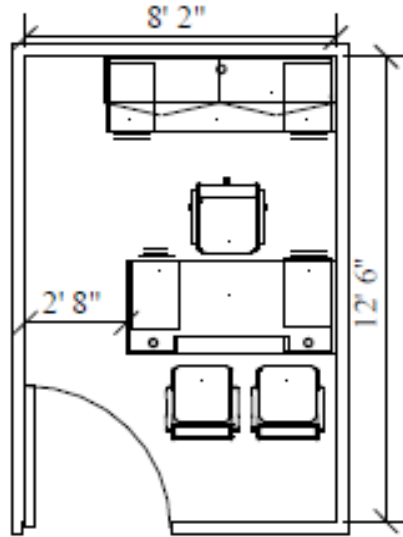


COM./MUSFIKA'S OFFICE



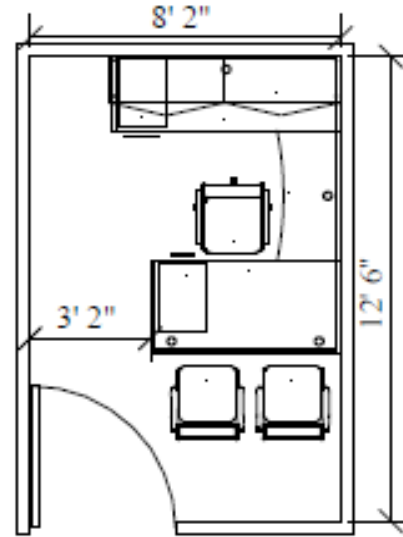
OPTION 1

COM./MUSFIKA'S OFFICE



OPTION 2

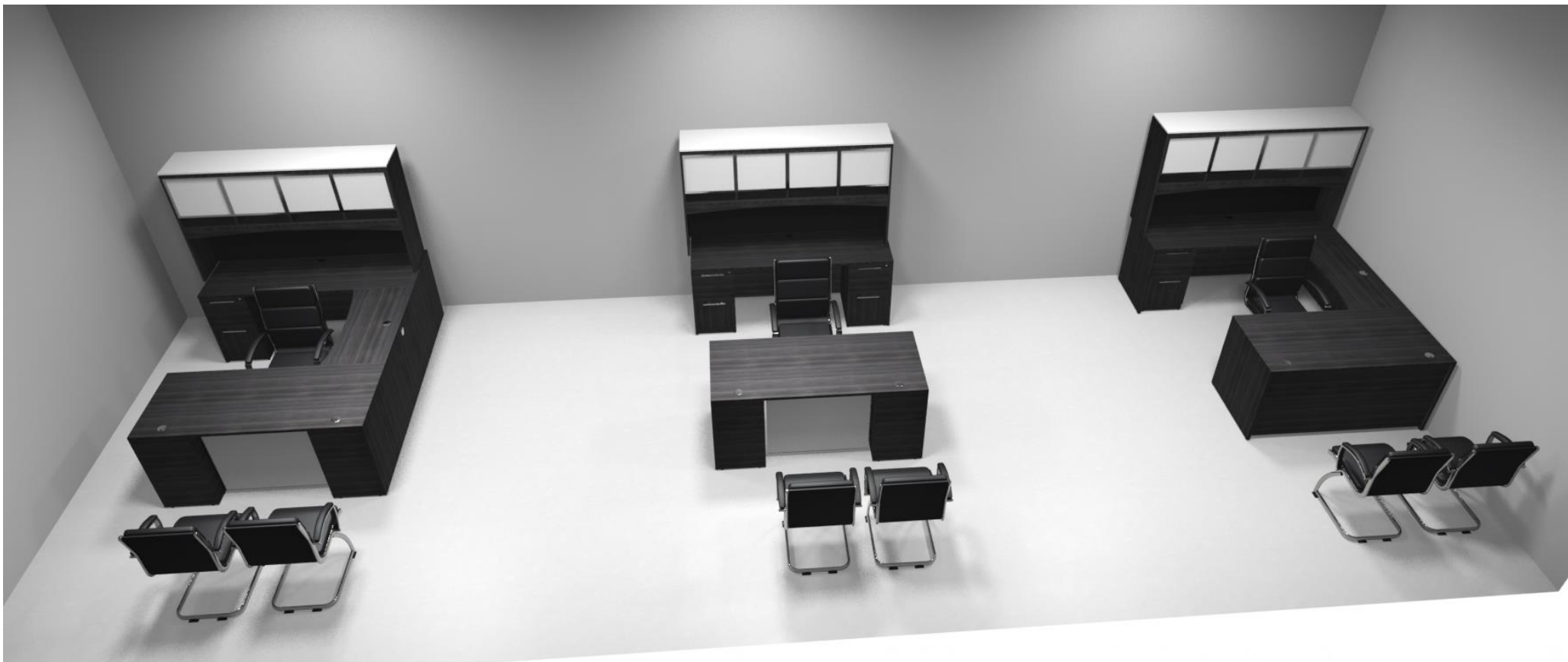
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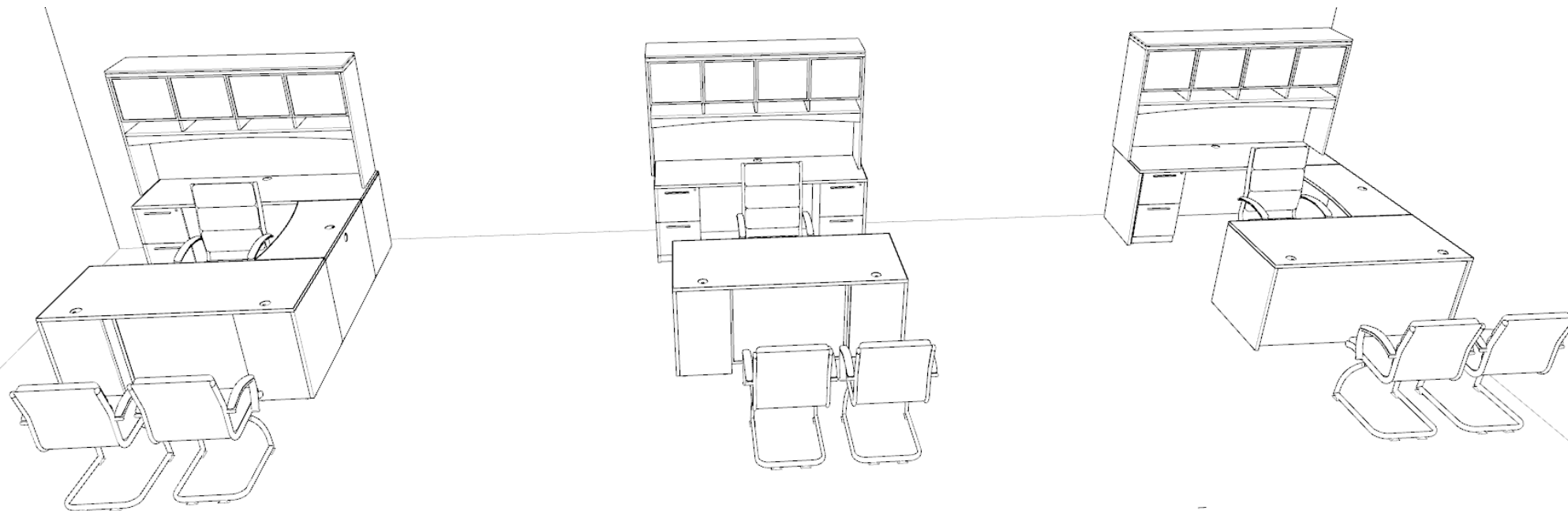
OPTION 3



Grey



office furniture
WAREHOUSE
experience @ work



Grey

COM./MUSFIKA'S OFFICE

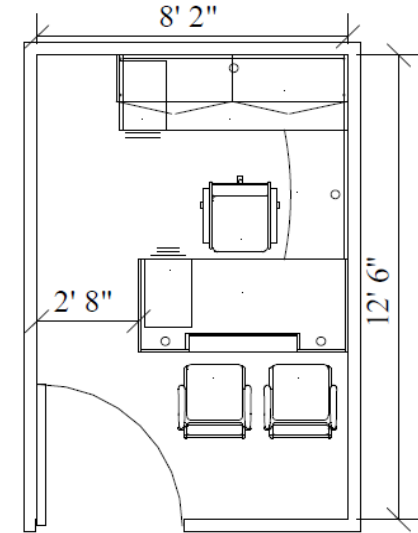
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2D OVERALL FURNITURE LAY OUT



COM./MUSFIKA'S OFFICE



OPTION 1



Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time: IN STOCK.

office furniture
WAREHOUSE
experience @ work

Project Scope:

Chairs are not included in the estimate

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Qty	Tag	Part Number	Part Description	Sell	Ext Sell
1	OPTION 1	VL	U-Shape Bowfront Desk - 66W x 30D - Double Full Peds with Rectangular Glass Modesty Panel	\$ 2,099.99	\$ 2,099.99
		VL-6630	Desk Shell, 66"W x 30"D		
		VL-6630MOD-GL	Rectangular Glass Modesty For 66"W Desk		
		VL-4224CBR	Curved Bridge 42"W x 24"D		
		VL-7224CS	Credenza Shell, 72"W x 24"D		
		VL-BBF	Box/Box/File Pedestal, 22"D		
		VL-FF	File/File Pedestal, 22"D		
			Textured Grey Wood Grain		
1	OPTION 1	LOD88BLK	Executive Leather Chair Black	\$ 869.99	\$ 869.99
2	OPTION 1	LOD20BKL	Guest Leather Chair Black	\$ 459.99	\$ 919.98
			Subtotal		\$ 3,889.96
1	Z-Services	OFWREG	Delivery, Installation and Off-Site Trash Removal	\$ 450.00	\$ 450.00
			Regular Business Hours - MON thru FRI 8am -5pm		
			Building Restriction may incur additional charges		
			Non-Split Delivery		
			Subtotal		\$ 450.00
			Grand Total		\$ 4,339.96

COM./MUSFIKA'S OFFICE

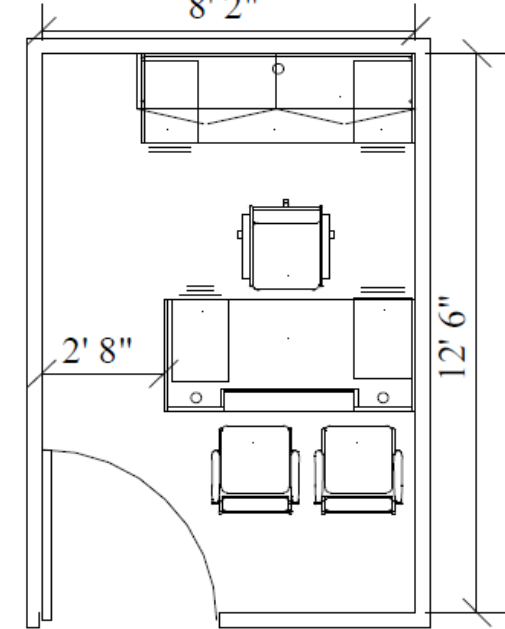
2D OVERALL FURNITURE LAY OUT

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COM./MUSFIKA'S OFFICE

8' 2"



OPTION 2

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time: IN STOCK.

office furniture
WAREHOUSE
experience @ work

Project Scope:

Chairs are not included in the estimate

Qty	Tag	Part Number	Part Description	Sell	Ext Sell
1	OPTION 2	VL	Rectangular Desk - 66W x 30D - Double Full Peds with Rectangular Glass Modesty Panel	\$ 1,049.99	\$ 1,049.99
		VL-6630	Desk Shell, 66"W x 30"D		
		VL-6630MOD-GL	Rectangular Glass Modesty For 66"W Desk		
		VL-BBF	Box/Box/File Pedestal, 22"D		
		VL-FF	File/File Pedestal, 22"D		
			Textured Grey Wood Grain		
1	OPTION 2	VL	Credenza - 72W x 24D - Double Full Ped	\$ 829.99	\$ 829.99
		VL-7224CS	Credenza Shell, 72"W x 24"D		
		VL-BBF	Box/Box/File Full Pedestal, 22"D		
		VL-FF	File/File Full Pedestal, 22"D		
			Textured Grey Wood Grain		
1	OPTION 2	VL	Hutch With Glass Doors	\$ 659.99	\$ 659.99
		VL-72HUTCH	Hutch Shell, 72"W		
		VL-DOOR-GL	Glass Doors For Hutch		
			Textured Grey Wood Grain		
1	OPTION 2	LOD88BLK	Exeutive Leather Chair Black	\$ 869.99	\$ 869.99
2	OPTION 2	LOD20BKL	Guest Leather Chair Black	\$ 459.99	\$ 919.98
Subtotal					\$ 4,329.94
1	Z-Services	OFWREG	Delivery, Installation and Off-Site Trash Removal	\$ 450.00	\$ 450.00
			Regular Business Hours - MON thru FRI 8am -5pm		
			Building Restriction may incurr additional charges		
			Non-Split Delivery		
Grand Total					\$ 4,779.94

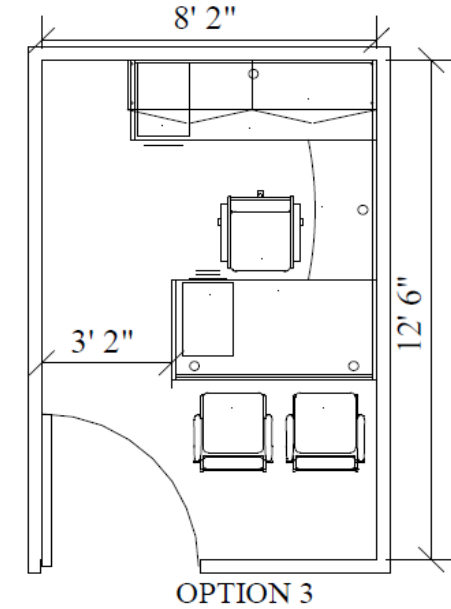
COM./MUSFIKA'S OFFICE

2D OVERALL FURNITURE LAY OUT

Page 10 of 20



COM./MUSFIKA'S OFFICE



Approved by: _____
Date: _____
Room dimensions provided by customer.
Lead time: IN STOCK.

office furniture
WAREHOUSE
experience @ work

Project Scope:

Chairs are not included in the estimate

Qty	Tag	Part Number	Part Description	Sell	Ext Sell
1	OPTION 3	VL	U-Shape Desk - 60W x 30D - Double Full Peds with Rectangular Glass Modesty Panel	\$ 1,899.99	\$ 1,899.99
		VL-6030	Desk Shell, 60"W x 30"D		
		VL-4224CBR	Curved Bridge 42"W x 24"D		
		VL-7224CS	Credenza Shell, 72"W x 24"D		
		VL-BBF	Box/Box/File Pedestal, 22"D		
		VL-FF	File/File Pedestal, 22"D		
			Textured Grey Wood Grain		
1	OPTION 3	LOD88BLK	Exeutive Leather Chair Black	\$ 869.99	\$ 869.99
2	OPTION 3	LOD20BKL	Guest Leather Chair Black	\$ 459.99	\$ 919.98
			Subtotal		\$ 3,689.96
1	Z-Services	OFWREG	Delivery, Installation and Off-Site Trash Removal	\$ 450.00	\$ 450.00
			Regular Business Hours - MON thru FRI 8am -5pm		
			Building Restriction may incurr additional charges		
			Non-Split Delivery		
			Grand Total		\$ 4,139.96



Cohesive Design

From the reception, to your office, conference room and even the kitchen, OFW VL Laminate solutions creates a consistent look throughout your entire office. Feel confident that this product will be available for many years to come, allowing you to add on as your business grows.

Reception, Private Office & Open Plan.

Our In TL IN STOCK selection of modular components allows you to create open plan environments as well as private office settings that elevate the look and feel of your space. This line is easy to reconfigure so that you can quickly make the changes you need to make. Teaming and collaborative spaces can truly enhance the way your staff executes projects, shares information and communicates.

The Chairs from OFW offers unique office seating solutions for every application of your different office types as well as integrating into the entire design of your workplace.

You can visit either store Miami or Pompano to feel the superior comfort and quality of the OFW Chairs for yourself and decide if OFW seating solutions can fulfill your office seating solution needs.

office furniture
WAREHOUSE
 experience @ work

OFW

**OFFICE
FURNITURE
WAREHOUSE**

Experience @ Work

PROPOSAL FOR



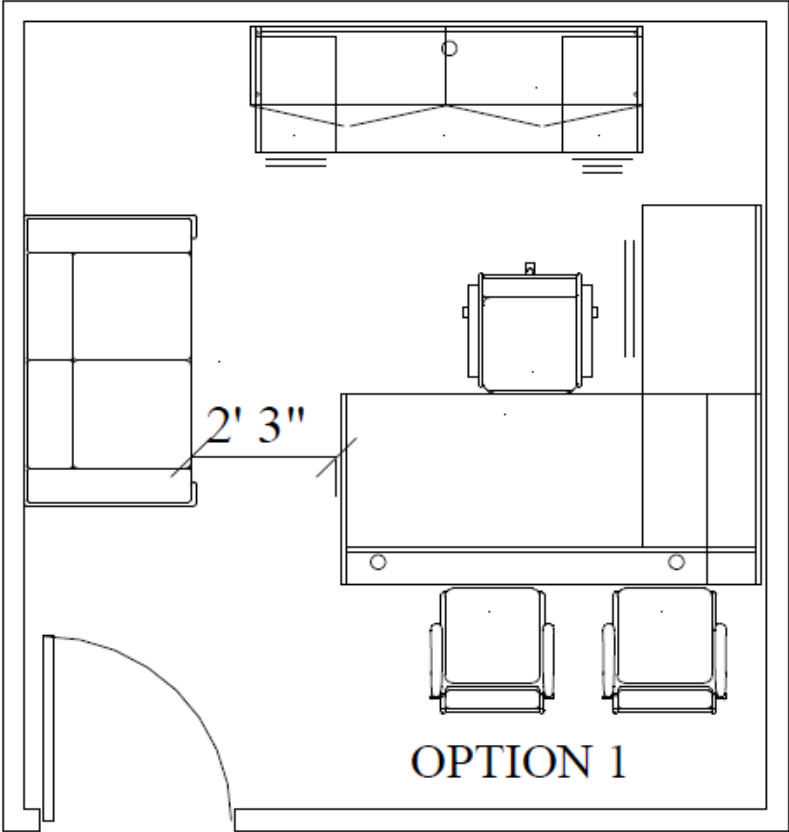
Presented by Carolina Clayton.
Design/Sales Consultant



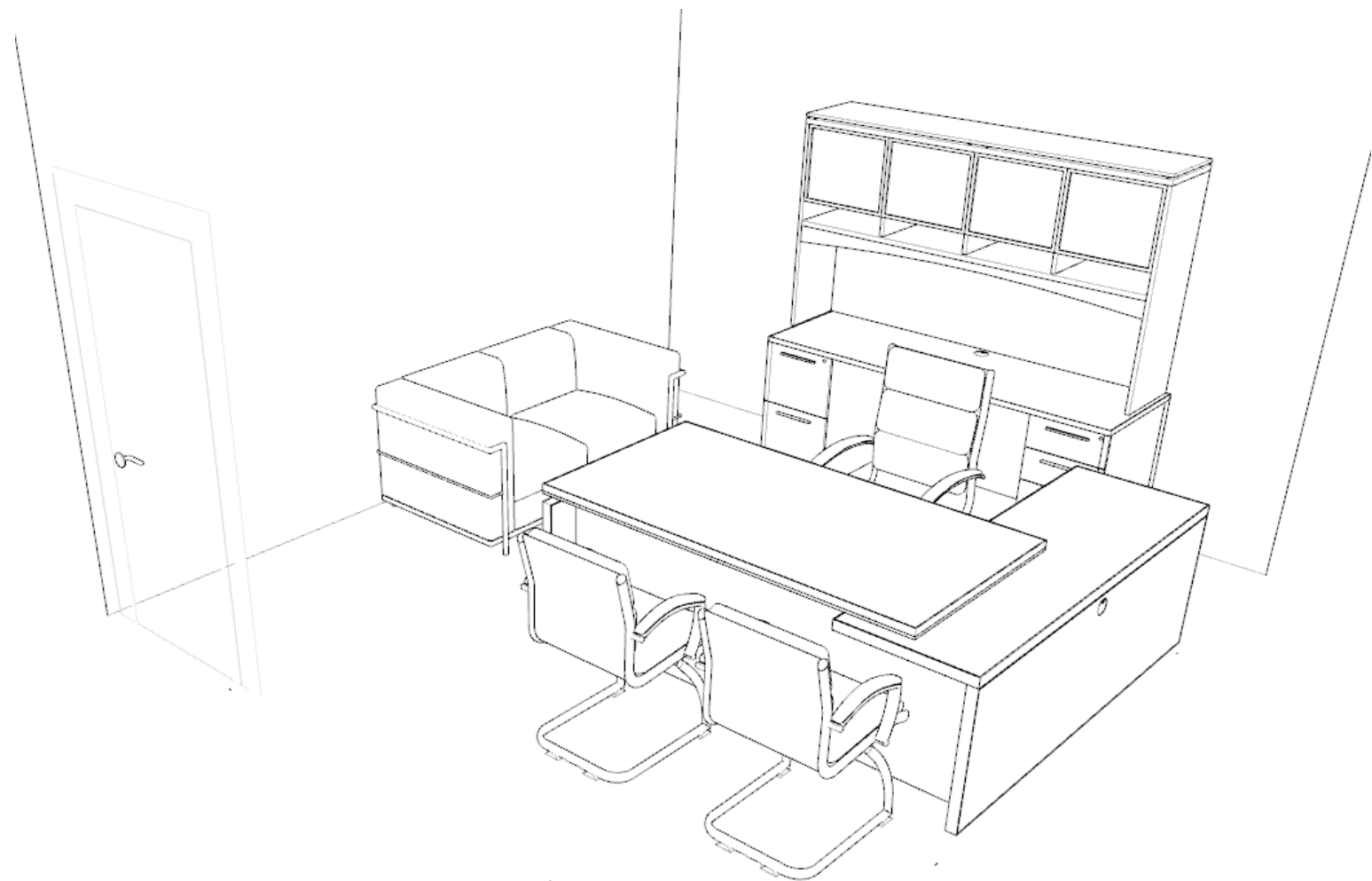


Grey

COM./MUSFIKA'S OFFICE







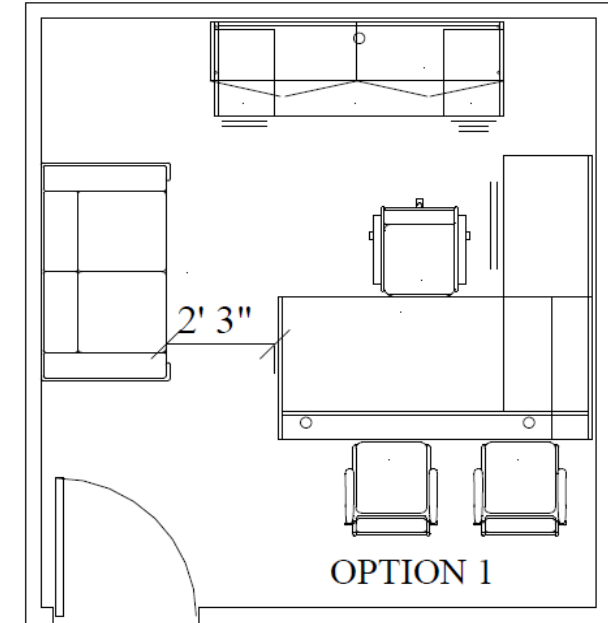
COM./MUSFIKA'S OFFICE

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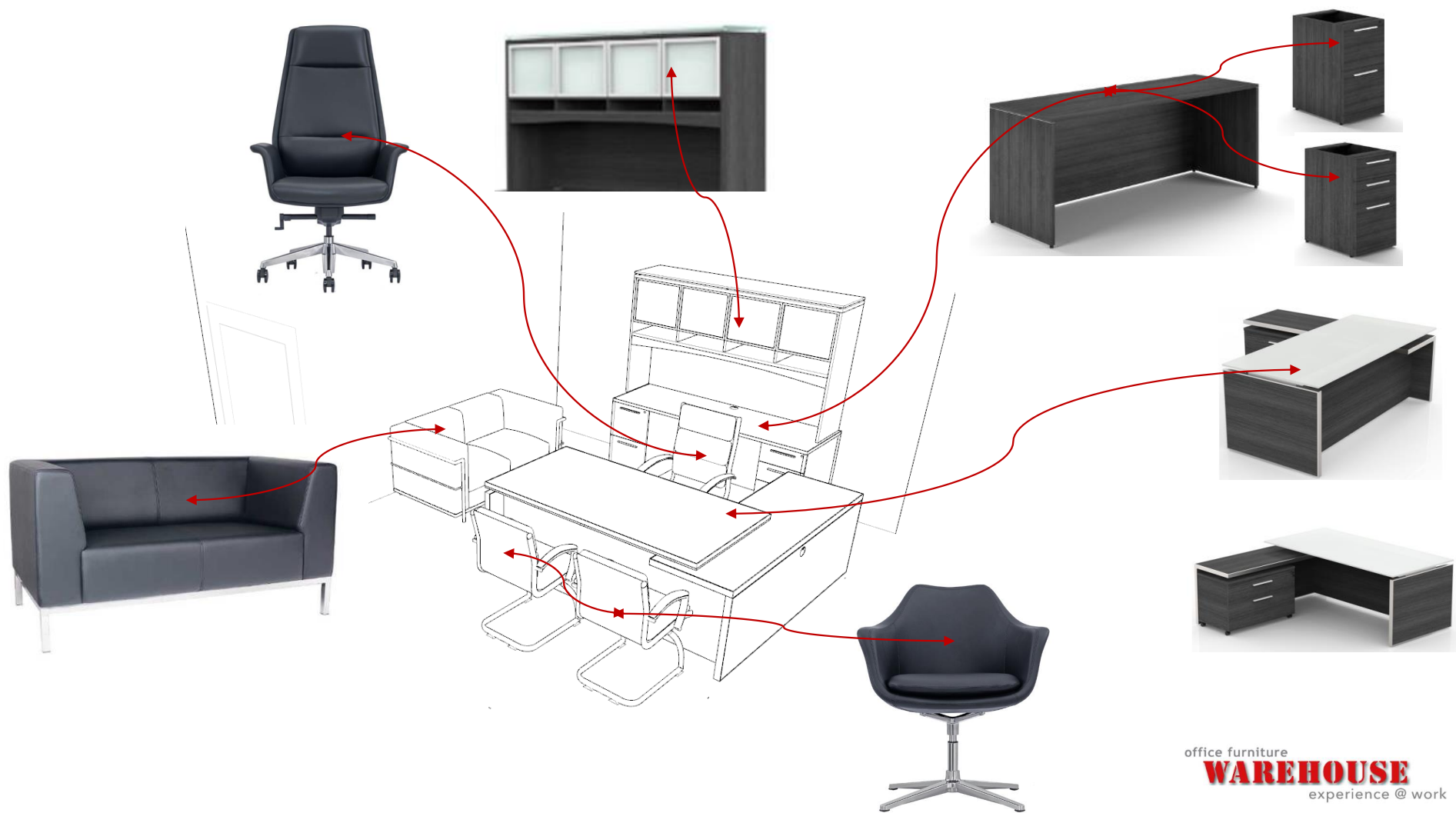
2D OVERALL FURNITURE LAY OUT

COM./MUSFIKA'S OFFICE



Approved by: _____
Date: _____
Room dimensions provided by customer.
Lead time: IN STOCK.

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WAREHOUSE
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Cohesive Design

From the reception, to your office, conference room and even the kitchen, OFW VL Laminate solutions creates a consistent look throughout your entire office. Feel confident that this product will be available for many years to come, allowing you to add on as your business grows.

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Our In TL IN STOCK selection of modular components allows you to create open plan environments as well as private office settings that elevate the look and feel of your space. This line is easy to reconfigure so that you can quickly make the changes you need to make. Teaming and collaborative spaces can truly enhance the way your staff executes projects, shares information and communicates.

The Chairs from OFW offers unique office seating solutions for every application of your different office types as well as integrating into the entire design of your workplace.

You can visit either store Miami or Pompano to feel the superior comfort and quality of the OFW Chairs for yourself and decide if OFW seating solutions can fulfill your office seating solution needs.

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OFFICE FURNITURE WAREHOUSE

SOLD TO:

Stephanie Woodbury
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park FL., 33023
P: 954-966-4600 ext. 238 , F: 954.495.0154

3411 NW 72nd Avenue Miami Florida, 33122
Tel: 305.266.4447 Fax: 304.477.2821

SHIP TO:

Prepared by
Carolina Clayton

Fri Dec 29 12:12:17 2023

swoodbury@tppl.gov;aghany@tppl.gov

Item	Color	Mfg	Qty	Tag	Part Number	Part Description	Sell	Ext Sell
1		TER	1		VL	Executive Glass Top L-Shape 78" x 75" With Box/File	\$ 1,699.99	\$ 1,699.99
					VL-7875L VL-7875TOP-GL	Executive L-Shape Shell with Box/File Glass Top Textured Grey Wood Grain		
2		OFW	1		VL	Credenza - 72W x 24D - Double Full Ped	\$ 829.99	\$ 829.99
					VL-7224CS VL-BBF VL-FF	Credenza Shell, 72"W x 24"D Box/Box/File Full Pedestal, 22"D File/File Full Pedestal, 22"D Textured Grey Wood Grain		
3		TER	1		VL	Hutch With Glass Doors	\$ 659.99	\$ 659.99
					VL-72HUTCH VL-DOOR-GL	Hutch Shell, 72"W Glass Doors For Hutch Textured Grey Wood Grain		
4		TER	1		Ortona-LS-BK	Ortona Series Love Seat	\$ 699.99	\$ 699.99
						Black		
5		OFW	1		VL	End Table with Glass Top	\$ 269.99	\$ 269.99
					VL-END-GL	Textured Grey Wood Grain		
6			1		LOD88BLK	Executive Leather Chair Black	\$ 869.99	\$ 869.99
7			2		LOD20BKL	Guest Leather Chair Black	\$ 459.99	\$ 919.98
sub						Subtotal		\$ 5,949.92
8		OFW	1	Z-Services	OFWREG	Delivery, Installation and Off-Site Trash Removal	\$ 450.00	\$ 450.00
						Regular Business Hours - MON thru FRI 8am -5pm Building Restriction may incur additional charges Non-Split Delivery		
						Grand Total		\$ 6,399.92

Approved By Initialing Page 20 of 20

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Town of Pembroke Park_12059.sp4



MEMORANDUM

TO: Honorable Mayor & Commissioners of the
Town of Pembroke Park

FROM: Marlen Martell, Town Clerk

DATE: October 25, 2023

TITLE: Approval of 2024 Regular Commission Meetings and Workshops

The following is the list of Regular Commission Meeting and Commission Workshop Meetings for 2024:

Regular Commission Meetings

Wednesday, January 10, 2024
Wednesday, February 14, 2024
Wednesday, March 13, 2024
Wednesday, April 10, 2024
Wednesday, May 8, 2024
Wednesday, June 12, 2024
Wednesday, July 10, 2024** Summer
Wednesday, August 14, 2024**
Wednesday, September 11, 2024
Wednesday, October 9, 2024
Wednesday, November 13, 2024
Wednesday, December 11, 2024

Commission Workshop Meetings

Wednesday, January 3, 2024
Wednesday, January 24, 2024
Wednesday, February 28, 2024
Wednesday, March 27, 2024
Wednesday, April 24, 2024
Wednesday, May 22, 2024
Wednesday, June 26, 2024** Summer
Wednesday, July 24, 2024**
Wednesday, August 28, 2024
Wednesday, September 25, 2024
Wednesday, October 23, 2024
Wednesday, November 27, 2024**
Wednesday, December 25, 2024***

**TBD Date change/cancellation

Prepared by: Marlen Martell, Town Clerk



MEMORANDUM

TO: Staff

FROM: Marlen Martell, Town Clerk

DATE: October 18, 2023

TITLE: 2024 Holidays

The following is the list of holidays for 2024:

New Year's Day	Monday, January 1, 2024
Martin Luther King Jr. Day	Monday, January 15, 2024
Presidents' Day	Monday February 19, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth	Wednesday, June 19, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Columbus Day	Monday, October 14, 2024
Veterans' Day	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024
Day After Thanksgiving Day	Friday, November 29, 2024
Christmas Day	Wednesday, December 25, 2024
New Year's Day	Tuesday, January 1, 2025

Prepared by: Marlen Martell, Town Clerk

Memo

To: Town Commission
From: Aleem A. Ghany, Public Services Director / Acting Town Manager
cc: Christian Noel, Finance Department
Date: January 5, 2024
Re: Salvage Equipment

The Parks Department has a 2004 Dodge Ram 2500 that is well beyond its useful life, in need of numerous repairs, and needs to be disposed of. I am therefore recommending that the following equipment be declared salvage and disposed of.

Dodge RAM 2500 (Truck #6)	VIN 3D3KA26C84G264806	Year of purchase: 2004	Purchase amount: \$28,917.00
------------------------------	--------------------------	------------------------	---------------------------------

Memo

To: Town Commission
From: Aleem A. Ghany, Public Services Director / Acting Town Manager
cc: Christian Noel, Finance Department
Date: January 5, 2024
Re: Salvage Equipment

The Sewer Department has a 2007 Ford F-250 that is well beyond its useful life, in need of numerous repairs, and needs to be disposed of. I am therefore recommending that the following equipment be declared salvage and disposed of.

Ford F-250 (Truck #31)	VIN 1FTNX20587EB116661	Year of purchase: 2007	Purchase amount: \$21,761.00
---------------------------	---------------------------	------------------------	---------------------------------

AGENDA ITEM REPORT



To:

Subject: Fair Share Cost - Area Agency on Aging of Broward County

Meeting: 01 10 2024 REGULAR COMMISSION MEETING - Jan 10 2024

Department: Administrative

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The Town has been supporting this organization for over 10 years and they are providing services for over 2,075 residents. The Town is paying \$2.85 per senior. The benefit and service provided by this organization out weighs the cost.

FINANCIAL IMPACT:

\$5,914.00

RECOMMENDATION:

Recommend approval to pay \$5,914.00 for 2024.

ATTACHMENTS:

[FY2024 Fair Share](#)



Area Agency on Aging of Broward County

Charlotte Mather-Taylor, Chief Executive Officer

May 24, 2023

AREAWIDE COUNCIL ON AGING BOARD OF DIRECTORS

Naushira Pandya, M.D.
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Arthur Birken
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2nd Vice President

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William Edelstein
Honorable Ronald Rothschild
Kenneth S. Rubin, Esq.
Manuel Synalovski, AIA

The Honorable Ashira Mohammed
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023

Dear Mayor Mohammed,

The Areawide Council on Aging of Broward County, Inc., which administers the Aging and Disability Resource Center, is the prime planning, coordinating, funding and advocacy body for projects and services benefitting the needs of over 476,486 year round Broward residents, 60 years of age and over.

Since our incorporation, as a nonprofit 501(c)(3) organization, in 1974, we have utilized a Fair Share Methodology to secure the required match monies from local municipalities and the County Commission.

Each year, the Areawide Council on Aging determines the required match and then develops separate reports for each city or town. The reports include records noting numbers of participants, services rendered, the associated financial costs, and the amount sought to reach the total mandated match.

Since the Federal Older Americans Act and State Community Care for the Elderly Appropriations require a local match, we utilize the base budget and any increases in these funds are reflected in the following year's Fair Share Report. These factors, plus an increase in Broward's population, over 60 years of age, are demonstrated in the Fair Share computations.

We do not employ Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families figures for compiling the Fair Share Request since the Fair Share figures are developed only to meet mandated Federal and State appropriations. Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families data are informational only.

5300 Hiatus Road, Sunrise, Florida 33351 **Elder Helpline: (954-745-9779)** Administration: (954-745-9567) Fax: (954-745-9584)

The Aging & Disability Resource Center of Broward County is administered by the Areawide Council on Aging of Broward County, Inc. and funded by Older Americans Act, Florida Community Care for the Elderly, Alzheimer Disease Initiative and Medicaid Waiver Legislation through the State Department of Elder Affairs.

Mayor Mohammed
Town of Pembroke Park
May 24, 2023
Page 2

For the 2024 Fair Share request, we are employing the latest population figures provided by the Florida Department of Elder Affairs using U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates.

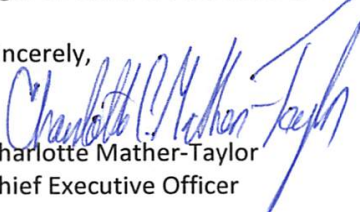
Our request for 2024 is \$5,914. In 2022, we provided your residents with \$12,354 in services.

For each dollar we are seeking, in match, the Areawide Council on Aging supplied \$2.09 in assistance to your constituents.

We are available to discuss Fair Share and other elder related matters with you at your earliest convenience. Please call our office, at 954-745-9603, to calendar a meeting.

The Areawide Council is well aware of the economic problems being faced by our municipalities and the County. That is a prime reason for our expressing both gratitude and admiration to our elected officials. Because of your perpetually evidenced advocacy, on behalf of your senior constituency and their caregivers, we can, and will continue to partner in order to assure the right of Older Browardians to live their retirement years with merited dignity.

Sincerely,


Charlotte Mather-Taylor
Chief Executive Officer

CMT:cd

cc: Town Commission of Pembroke Park
J.C. Jimenez, Town Manager
Marlen D. Martell, Town Clerk

5300 Hiatus Road, Sunrise, Florida 33351 **Elder Helpline: (954-745-9779)** Administration: (954-745-9567) Fax: (954-745-9584)

The Aging & Disability Resource Center of Broward County is administered by the Areawide Council on Aging of Broward County, Inc. and funded by Older Americans Act, Florida Community Care for the Elderly, Alzheimer Disease Initiative and Medicaid Waiver Legislation through the State Department of Elder Affairs.

EXPLANATION OF FAIR SHARE

Federal Dollars are provided to the Areawide Council on Aging through Older Americans Act Legislation. State Dollars are allocated by the Community Care for the Elderly Act. Both the Federal and State Dollars must be matched locally on a 90-10% ratio. This means that for every nine dollars provided by the Federal and State Governments, we must raise one dollar in Broward County.

FUNDS REQUIRING LOCAL MATCH FOR 2024

Federal Older Americans Act Dollars	\$8,596,570
General Revenue	681,080
State Community Care for the Elderly	<u>8,149,874</u>
	<u>\$17,427,524</u>
Local Matching Dollars Required	\$1,936,392
Elder Abuse Prevention Program	<u>100,000</u>
Total Matching Funds Requested	<u>\$2,036,392</u>

THE FAIR SHARE FORMULA

Since 1974, the Areawide Council on Aging has utilized a Fair Share Formula to request and receive Matching Funds from Broward's Cities and the County Commission. We divide the required Matching Funds by the number of elderly in Broward County to achieve a figure representing each Broward resident 60 years of age and older.

Projected 2024 Broward Total Population 60 and Over	<u>476,486</u>
Representative Fair Share Dollar Amount per Senior Resident 60 or Over: \$2,036,392 divided by 476,486	<u>\$ 4.27</u>

We request each City to pay 2/3 of the Fair Share Dollars for their senior constituency and the County to pay 1/3. We further ask the County to pay the Full Fair Share for each senior resident of the unincorporated areas.

Fair Share Request per Senior Resident:			<u>\$ 4.27</u>
City Share Request per Senior Resident:	$\$4.27 \times (2/3)$	=	\$ 2.85
County Share Request per Senior Resident:	$\$4.27 \times (1/3)$	=	<u>\$ 1.42</u>
			<u>\$ 4.27</u>

FAIR SHARE REQUEST FROM PEMBROKE PARK

Number of Residents over 60 in Your Town	2,075
Fair Share Request per Senior Resident in Your Town	<u>x 2.85</u>

TOTAL FAIR SHARE REQUEST **\$5,914**

In 2022, the Areawide Council provided Your Town with Services Totaling Over: \$12,354

Areawide Council on Aging of Broward County



2022 Services Provided to Senior Citizens

in the

Town of Pembroke Park



Program	Service Provided	Clients	Units Provided	Unit Cost	Total Cost
OLDER AMERICANS ACT					
	CONGREGATE MEALS	1	48.00	8.41	403.68
	COUNSELING - INDIVIDUAL (III-B)	1	2.00	67.29	134.58
	HOME DELIVERED MEALS (III-C2)	4	388.00	4.40	1,707.20
	HOUSING IMPROVEMENT (III-B)	1	3.00	63.42	190.26
	INFORMATION	*	46.00	9.83	452.18
	LEGAL ASSISTANCE (III-B)	1	32.25	70.53	2,274.59
	REFERRAL (III-B)	*	8.00	65.49	523.92
	Program Totals:		527.25		\$5,686.41
AMERICAN RESCUE PLAN					
	HOME DELIVERED MEALS (III-C2)	2	112.00	4.30	481.60
	Program Totals:		112.00		\$481.60
COMMUNITY CARE FOR THE ELDERLY					
	CASE MANAGEMENT	1	1.75	63.85	111.74
	IN-HOME INTAKE	3	5.75	72.80	418.60
	Program Totals:		7.50		\$530.34
LOCAL SERVICE PROGRAM					
	TRANSPORTATION	3	37.00	8.55	316.35
	Program Totals:		37.00		\$316.35
CARES ACT					
	CS-REFERRAL	*	1.00	65.49	65.49
	INFORMATION	*	10.00	9.83	98.30
	Program Totals:		11.00		\$163.79
COVID VACCINE ASSISTANCE PROGRAM					
	TELEPHONE REASSURANCE	*	25.00	9.45	236.25
	Program Totals:		25.00		\$236.25

* Client specific information is not captured for these services.

Program	Service Provided	Clients	Units Provided	Unit Cost	Total Cost
NON-DOEA PROGRAM					
	HOME DELIVERED MEALS	3	1,008.00	4.90	4,939.20
	Program Totals:		1,008.00		\$4,939.20
Totals:			1,727.75		\$12,353.94

In 2022, our Project Family provided Pembroke Park's seniors with \$12,354 in services.

The Aging & Disability Resource Center's 2024 Match Request for Pembroke Park is \$5,914.

For every \$1 we are seeking, the Areawide Council on Aging (Area Agency on Aging) provided Pembroke Park with \$2.09 in services.

Our figures are secured from the annual service cost reports obtained from our Projects.

*** Client specific information is not captured for these services.**

ORDINANCE NO. 2024-001

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 17 OF THE TOWN' S CODE OF ORDINANCES, ENTITLED "NOISE;" PROVIDING DEFINITIONS FOR NOISE, NOISE DISTURBANCE, AND PLAINLY AUDIBLE; PROVIDING FOR VIOLATIONS WHEN NOISE IS PLAINLY AUDIBLE AT CERTAIN DISTANCES IN VARIOUS ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town staff recently reviewed the Town's noise ordinances and desire to update the ordinance to provide for clarified definitions and improved enforceability; and

WHEREAS, the Town's noise ordinance was last updated in 2001; and

WHEREAS, the Town staff desire to use the plainly audible standard in addition to decibel readings to aid in the enforcement of the Town's noise ordinances ; and

WHEREAS, the use of a plainly audible standard will improve the health, safety, and welfare of the residents of the Town; and

WHEREAS, the Town Commission has conducted a public hearing and considered the input of the public; and

WHEREAS, the Town Commission finds that updating the Town code to provide for definitions for noise, noise disturbance, and plainly audible, in addition to providing for violations when noise is plainly audible at certain distances in various zoning districts is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 17 of the Town' s Code of Ordinances entitled "Noise," is amended as follows:

Chapter 17 - NOISE

Sec. 17-1. - Declaration of intent.

The Commission of the Town of Pembroke Park finds and declares that excessive sound is a serious hazard to the public health, welfare, safety and quality of life; that a substantial body of science and technology exists by which excessive sound may be substantially abated; and that people have a right to and should be ensured an environment free from excessive sound that may jeopardize their health, welfare or safety or degrade the quality of life.

Sec. 17-2. - Definitions.

(a)All terminology used in this chapter, not defined below, shall be in conformance with applicable publications of the American National Standards Institute (ANSI) or its successor body.

(b)The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A weighting is the electronic filtering in sound level meters that models human hearing frequency sensitivity.

Background sound level is the total sound pressure level in the area of interest excluding the noise source of interest.

Commercial area is all property which is used primarily for the sale of merchandise or goods, or for the performances of services, or for office or clerical work.

Construction means any site preparation, assembly, erection, repair, alteration, demolition or similar action on public or private right of way, structures, buildings, utilities or similar property.

Decibel (dB) means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micropascals (twenty (20) micronewtons per square meter).

dBA is the A-weighted unit of sound pressure level.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action; economic loss shall not be a factor in the determination of an emergency. It shall be the burden of an alleged violator to prove an "emergency".

{00590765.1 3399-0000000 }

Emergency work means any work performed for the purpose of preventing or alleviating the physical trauma or property damage, but not economic loss, threatened or caused by an emergency.

Impulsive sound means a sound of short duration, usually less than one (1) second, with an abrupt onset and rapid decay. Examples of sources of impulsive sound includes explosions and the discharge of firearms.

Industrial area is any property which is used primarily for manufacturing or processing.

Legal holidays recognized by the Town of Pembroke Park include New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day.

Muffler, means a sound-dissipative device or system for attenuating the sound of escaping gases of an internal combustion engine.

Multi-family dwelling is any building or other shelter that has been divided into separate units to house more than one (1) family.

Noise means for the purposes of this chapter, any sound that is in violation of any provision of this chapter. ~~any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.~~

Noise disturbance ~~means any sound which is unreasonably loud, raucous, or jarring to reasonable persons of ordinary sensibilities, or any sound which affects the health, safety, or welfare of other persons, or exceeds the noise levels as defined. is any sound that (a) endangers the safety or health of any person, (b) disturbs a reasonable person of normal sensitivities, or (c) endangers personal or real property.~~

Octave band is all of the components in a sound spectrum whose frequencies are between two (2) sine waves components separated by an octave.

Person means any natural person, individual, public corporation, firm, association, joint venture, partnership, municipality, governmental agency, political subdivision, public officer, or any other entity whatsoever or any combination of such, jointly or severally.

Plainly audible means any sound that can be detected by a person using his or her unaided hearing faculties.

Public right-of-way means any street, avenue, boulevard, highway, sidewalk, or alley, or similar place normally accessible to the public which is owned or controlled by a governmental entity.

Public space is any real property or structures thereon that is owned, leased, or controlled by a governmental entity.

Real property line means any imaginary line along the surface, and its vertical plane extension, which separates the real property owned, rented or leased by one (1) person from that owned, rented or leased by another person, excluding intrabuilding real property divisions.

Residential area is all property on which people live and sleep, or parks or hospitals or schools or nursing homes of that which is not commercial or industrial.

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter in a medium with internal forces that cause compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Sound level means the weighted sound pressure level obtained by the use of a metering characteristic and weighting A, B or C as specified in American National Standards Institute specifications for sound level meters ANSI 51.4-1983, or in successor publications. If the weighting employed is not indicated, the A-weighting shall apply.

Sound level meter (SLM) is an instrument used to measure sound pressure levels conforming to Type 1 or Type 2 standards as specified in ANSI Standard 51.4-1983 or the latest version thereof.

Sound pressure level (SPL) is twenty (20) multiplied by the logarithm, to the base 10, of the measured sound pressure divided by the sound pressure associated with the threshold of human hearing, in units of decibels.

Weekday means any day, Monday through Friday, that is not a legal holiday.

Sec. 17-3. - Sound level limitations.

(a) No person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1 when measured at or within the real property line of the receiving property using the slow response setting unless otherwise noted. Such a sound source would constitute a noise disturbance.

TABLE 1
SOUND LEVEL LIMITS BY RECEIVING PROPERTY

Receiving Property Category	Time	Sound Level Limit (dBA)
Residential, Public Space, or Institutional	7:00 a.m.—7:00 p.m.	60
	7:00 p.m.—7 a.m.	50
Commercial or Business	7:00 a.m. - 7:00 p.m.	65
	7:00 p.m.—7:00 a.m.	60
Industrial or Manufacturing	At all times	70

(1) If the noise is an impulsive sound, the fast response setting shall be used and the daytime (7:00 a.m.—7:00 p.m.) limits of Table 1 shall be increased by ten (10) dBA.

(2) In a multi-family dwelling, it shall be unlawful to create or permit to be created any noise that exceeds the daytime (7:00 a.m.—7:00 p.m.) limit of fifty-five (55) dBA and the nighttime (7:00 p.m. - 7:00 a.m.) limit of forty-five (45) dBA as measured from a neighbor's dwelling.

(3) In addition to the limits of Table 1 and section (a)(2), for any sound source which impacts residential, public space or institutional property, the maximum allowable sound level limits for the individual octave bands whose centers are sixty-three (63), one hundred twenty-five (125), two hundred fifty (250) and five hundred (500) Hertz shall not exceed sixty-five (65) dB.

(b) The following are exempt from the sound level limits of subsection (a):

(1) Noise from emergency signaling devices;

(2) Sound from church bells and chimes when a part of a religious observance or service;

(3) Noise from landscape and yard equipment when operated between 8:00 a.m. and 8:00 p.m. on weekdays and between 9:00 a.m. and 8:00 p.m. on weekends and legal holidays, provided all motorized equipment are equipped with functioning mufflers.

(4) Noise from construction activity between 7:00 a.m. and 6:00 p.m. on weekdays and between 9:00 a.m. and 6:00 p.m. on weekends and legal holidays provided all motorized equipment used in such activity are equipped with functioning mufflers.

(c) No person shall cause, allow, or permit the operation of any amplified sound device from the following use districts or locations in the following manner:

1. Residential use:

i. Sound shall not be plainly audible for a period of one (1) minute or longer at a distance of twenty-five (25) feet or more when measured from the source property line between the hours of 7:00 p.m. and 7:00 a.m. daily.

ii. Sound shall not be plainly audible for a period of one (1) minute or longer at a distance of fifty (50) feet or more when measured from the source property line between the hours of 7:00 a.m. and 7:00 p.m. daily.

2. Commercial, mixed-use, or industrial, or other uses. No person shall cause, allow, or permit the operation of any amplified sound device plainly audible for a period of one (1) minute or longer at a distance of fifty (50) feet or more when measured from the source property line.

Sec. 17-4. - Exemptions.

The provisions of this chapter shall not apply to:

- (a) The generation of sound for the purpose of alerting persons to the existence of an emergency;
- (b) The generation of sound in the performance of emergency work; or
- (c) Noise generated from municipal sponsored or approved celebrations or events.

Sec. 17-5. - Enforcement procedures.

(a) The Town of Pembroke Park may prosecute noise related violations by issuance of a Town of Pembroke Park Ordinance Citation, in which case, the penalty for a violation shall be as set in Chapter 7 of the Code of Ordinances. If the violation is of a continuing nature, each day during which it occurs shall constitute a separate violation.

(b) In lieu of issuing a citation as provided in subsection (a), the certified code enforcement officer or law enforcement officer of the Town of Pembroke Park may issue an order requiring immediate abatement of any sound source alleged to be in violation of this chapter.

(c) No provision of this chapter shall be construed to impair any common law or statutory cause of action, or legal remedy therefrom, of any person for injury or damage arising from any violation of this chapter or from other law.

Sec. 17-6. - Reserved.

Sec. 17-6.1. - Noise and businesses, restriction on hours of operation.

It shall be unlawful for any person to perform labor or work, or to operate or conduct any business or enterprise in the Town except between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday at a location within two hundred (200) feet of inhabited dwellings, apartments, mobile homes, or hotels which emits noise from the operation of such business or enterprise that disturbs or is detrimental to the health, peace and quiet of any occupants thereof. In the event that any emergency exists, or conditions with reference to the operation of any business are such that it would be unjust and inequitable for same not to be operated during the prohibited hours, upon application made to the Town Manager, and after an investigation has been conducted by him or her, the Town Manager may issue a permit authorizing any business to operate for only a limited period of time.

Sec. 17-7. - Construction operations.

It shall be unlawful for any person to engage in the erection, including excavating, demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on any day except in case of urgent necessity in the interest of public health and safety and then only with a permit from the Building Official. Such permit may be granted for a period not to exceed three (3) days or less while the emergency continues, and may be renewed for periods of three (3) days or less while the emergency continues. If the Building Official shall

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determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that no loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m. upon application being made at the time the permit for the work is awarded or during the progress of the work.

Secs. 17-8—17-10. - Reserved.

Sec. 17-11. - Enforcement.

- (a) The Town may prosecute noise related violations by issuance of a notice of violation, which violation will be brought before the Town Code Enforcement Board and a penalty for a violation shall be as set forth in Chapter 162, Florida Statutes. If the violation is of a continuing nature, each day during which it occurs shall constitute a separate violation.
- (b) In lieu of issuing a notice of violation, the Town may institute a judicial proceeding requesting the immediate abatement of any sound source alleged to be in violation of this article.
- (c) No provision of this article shall be construed to impair any common law or statutory cause of action, or legal remedy therefrom, of any person for injury or damage arising from any violation of this article or from other law.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective upon passage and adoption.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2024.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2024.**

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED _____

ERIK MORRISSETTE _____

WILLIAM R. HODGKINS _____

MUSFIKA KASHEM _____

GEOFFREY JACOBS _____

ORDINANCE NO. 2023-018

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING CHAPTER 15 ENTITLED "LICENSES AND BUSINESS REGULATIONS;" CREATING ARTICLE IV, TO BE ENTITLED "MOBILE FOOD DISPENSING VEHICLES;" PROVIDING FOR THE REGULATION OF MOBILE FOOD VENDORS AS PERMITTED BY SECTION 509.102, FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park desires to update and amend the Town Code to provide for the reasonable regulation of mobile food dispensing vehicles and to ensure compliance with Section 509.102, F.S.; and

WHEREAS, Sec. 509.102, F.S., preempts local government from imposing certain regulations of mobile food dispensing vehicles; and

WHEREAS, Sec. 509.102, F.S., expressly prohibits a municipality from requiring a separate license, registration, or permit other than those provided by state law; and

WHEREAS, municipalities may regulate the operation of mobile food dispensing vehicles, with the exception of those areas that are otherwise preempted; and

WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, the Town Commission finds that this ordinance updating the Town code to establish certain regulations for mobile food dispensing vehicles and to comply with Sec. 509.102, F.S., is in the best interest of the citizens, residents, and business establishments in the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 15 OF TOWN CODE AMENDED. Article 15, entitled “Mobile Food Dispensing Vehicles,” of Chapter 15 of the Town code, is hereby created and shall read as follows:

ARTICLE IV - Mobile Food Dispensing Vehicles

Sec 15-409 Definitions. For purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- 1) “Mobile Food Dispensing Vehicles” shall be as defined in Section 509.102, F.S., as may be amended from time to time.
- 2) “Temporary Commercial Kitchen” shall be as defined in Section 509.102, F.S., as may be amended from time to time.

Sec. 15-410 Licenses

Mobile Food Dispensing Vehicles and Temporary Commercial Kitchens shall comply with all federal, state, and local health and safety regulations and requirements, and shall obtain and maintain any and all licenses required by any other health organization or governmental organization having jurisdiction over the same. The license under which the mobile food dispensing vehicles is operating shall be firmly attached and visible on the mobile food dispensing vehicles at all times, and shall be produced to a law enforcement officer, or City code enforcement officer upon demand. The Town shall not require any additional license, registration, or permit as set forth in Section 509.102, F.S., as amended.

Sec. 15-411 Restrictions, Mobile Food Dispensing Vehicles

- 1) Mobile Food Dispensing Vehicles are allowed on private property that is designated and used for residential, commercial, industrial, recreational or non-residential purposes, subject to the following conditions:
 - (a) Mobile food dispensing vehicles must display all valid licenses, registrations, and permits required by Florida law.

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Words in underlined type are additions.

- (b) No display areas, merchandise, or stored items in association with the mobile food dispensing vehicle or those associated with the principal use of the property, which are displaced due to the mobile food vending activity, shall encroach onto any public street, right-of-way, easement, or onto any adjacent private property without express permission from that property owner.
- (c) Mobile food dispensing vehicles shall set up and locate the vehicle, wares, and any associated displays within the permitted setbacks of the underlying property's land use designation.
- (d) Mobile food dispensing vehicles shall not:
 - (i) Operate a freestanding generator, unless approved within a special event permit;
 - (ii) Operate an amplified speaker or sound system, unless approved within a special event permit;
 - (iii) Park, stand, or stop in an area where motor vehicles are prohibited from parking, standing, or stopping;
 - (iv) Cause an obstruction to pedestrian traffic, vehicular traffic, or cause any hazard, including interfering with lines of sight;
 - (v) Dispense, sell, or serve anyone in a motor vehicle or operate a drive through;
- (e) Mobile food dispensing vehicles' sales area shall not exceed more than three parking spaces or 600 square feet in area, whichever is greater. The mobile food dispensing vehicle shall designate a portion of the sales area as a waiting area for patrons. Such designated area shall not conflict with or impede traffic. In addition, one parking space for each 100 square feet of the mobile food dispensing vehicle area shall be required for customer parking. However, at no time may the required number of parking spaces for the principal use of the property be rendered nonconforming due to the mobile vendor use.
- (f) Mobile food dispensing vehicle may only operate from dawn to dusk unless additional operations are allowed pursuant to a special event permit.
- (g) Mobile food dispensing vehicles shall operate in compliance with the Town's noise regulations.
- (h) Mobile food dispensing vehicles shall not display or use any sign or banner that is otherwise prohibited by the Town code.

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- (i) Mobile food dispensing vehicles are prohibited from discharging fat, oil, grease or waste into the sanitary sewer system. All waste, including trash, shall be removed and disposed daily.
 - (j) All menus and signage shall be fully affixed to the mobile food dispensing vehicle. Detached signs are not permitted.
 - (k) Mobile food dispensing vehicles shall not interfere with required parking, loading and unloading spaces, or the vehicular access to those spaces designated for the principal use.
 - (l) Mobile food dispensing vehicles shall not block, damage, or interfere with required landscaping, buffers, or stormwater drainage systems.
 - (m) Mobile food dispensing vehicles shall not block or interfere with fire lanes.
 - (n) No more than two mobile food dispensing vehicles shall be permitted on any one parcel, unless approved unless approved within a special event permit.
 - (o) Tables, chairs, umbrellas, and other furniture for patron seating may be placed within 25 feet the mobile food dispensing vehicle provided the property owners agrees to the placement such furniture, and all items placed are removed when the mobile food dispensing vehicles is closed or leaves the property.
 - (p) The sale of alcoholic beverages shall be conducted in compliance with all applicable law.
- 2) Temporary Commercial Kitchens shall operate within the limitations provided by Section 509.102, F.S., as amended.

Sec. 15-412 Penalties:

It shall be unlawful for any person to violate any of the provisions of this Article. Violations may be enforced by any means allowable by law, including, but not limited to a code enforcement action and citation as permitted by the Ch. 162, F.S. and the Town code, against all responsible parties. Each day a violation occurs shall constitute a separate offense and all penalties are nonexclusive.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances

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of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

(REMAINDER INTENTIONALLY LEFT BLANK)

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

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Words in underlined type are additions.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF _____, 2023.

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

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ORDINANCE NO. 2023-019

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 ENTITLED “ADMINISTRATION,” ARTICLE V “PROCUREMENT,” BY CREATING SECTION 2-138 OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “LOCAL BUSINESS PREFERENCE”; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park, in response to the recent report by the Office of the Inspector General, adopted new Procurement procedures to address form, functionality and operational best practices for procurement in the Town; and

WHEREAS, the Town has a significant base of businesses within the corporate/Town Limits of the Town of Pembroke Park that employ many residents of the Town and surrounding sister cities in the Broward County metropolitan area; and

WHEREAS, the Town annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures; and

WHEREAS, the dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate/Town Limits of the Town of Pembroke Park, and the Town Commission has determined that funds generated in and from the Pembroke Park community and from those businesses in our sister cities in the Broward County metropolitan area should, to the extent possible, be placed back into the local Pembroke Park economy; and

WHEREAS, the Town Commission is supportive of business with specific ties to the Town of Pembroke Park and the greater Broward County metropolitan area; and

WHEREAS, The Town Commission of the Town of Pembroke Park, Florida, has determined that amending the Pembroke Park Procurement Code to include a local business preference is in the best interests of the individual and corporate citizens of the Town of Pembroke Park.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 2, Section 2-138 of the Town's Code of Ordinances, is created as follows:

ARTICLE XII. – LOCAL BIDDING PREFERENCE AND PROCEDURES

Sec. 2-138. Local Business Preference.

(A) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BROWARD COUNTY CERTIFIED SMALL DISADVANTAGE BUSINESS ENTERPRISE. A Broward County Certified Small Business entity must be certified by the Broward County Office of Economic and Small Business Development, and provide proof of such certification to the town as part of any solicitation response. The entity must show that it has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

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LOCAL PEMBROKE PARK VENDOR. A business entity which has maintained a permanent place of business with full-time employees within the town limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Pembroke Park.

(B) Process.

(1) Competitive sealed bid. For bid evaluation purposes, vendors that meet the definition of local Pembroke Park vendor, as defined herein, shall be given a 15% evaluation credit. This shall mean that if a responsive and responsible local Pembroke Park vendor submits a bid/quote that is within 15% of the lowest price submitted by any responsive and responsible vendor, the local Pembroke Park vendor shall have an option to submit a best and final offer (BAFO) which is at least 1% lower than the lowest bid/quote. If the local Pembroke Park vendor submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the local Pembroke Park vendor. If not, the award will be made to the responsible vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a local Pembroke Park vendor, the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

(2) For bid evaluation purposes, vendors that meet the definition of Broward County Certified Small Disadvantage Business Enterprise, as detailed herein, shall be given a 5% evaluation credit. This shall mean that if a responsive and responsible Broward County Certified Small Disadvantage Business Enterprise submits a bid/quote that is within 5% of the lowest price submitted by any responsive and responsible vendor, the Broward County Certified Small Disadvantage Business Enterprise shall have an option to submit a BAFO which is at least 1% lower than the lowest bid/quote. If the Broward County Certified Small Disadvantage Business Enterprise submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the Broward County Certified Small Disadvantage Business Enterprise. If not, the award will be made to the responsible vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a local Pembroke Park vendor, the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

(3) If there is a local Pembroke Park vendor and a Broward County Certified Small Disadvantage Business Enterprise participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the local Pembroke Park vendor will be given first option. If the local Pembroke Park vendor cannot beat the pricing for the lowest, responsive bid received by at least 1%, an opportunity will be

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given to the Broward County Certified Small Disadvantage Business Enterprise. If the Broward County Certified Small Disadvantage Business Enterprise cannot beat the pricing for the lowest, responsive bid by at least 1%, then the bid will be awarded to the lowest, responsive and responsible bidder regardless of geographic location of the business.

(4) If multiple local Pembroke Park vendors submit bids/quotes which are within 5% of the lowest, responsive bid/quote, then all responsible, responsive vendors will be asked to submit a BAFO. The award will be made to the local Pembroke Park vendor submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no local Pembroke Park vendor can beat the pricing for the lowest, responsive bid/quote by at least 1%, then the process will be repeated with all responsible Broward County Certified Small Disadvantage Business Enterprise who have submitted a responsive bid/quote which is within 5% of the lowest bid/quote. If no local Pembroke Park vendor and no Broward County Certified Small Disadvantage Business Enterprise can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest, responsive and responsible bidder regardless of geographic location of the business.

(C) Competitive sealed proposals (request for proposals). For evaluation purposes, local Pembroke Park and Broward County Certified Small Disadvantage Business Enterprise shall be a criterion for award in any Request for Proposal unless specifically exempted by the Town Manager or the Town Commission. A vendor located outside of the Town of Pembroke Park limits is considered equivalent to a Pembroke Park vendor and accorded the same preference if its proposal includes the utilization of subcontracts of at least fifty percent of the scope of work provided for in the proposal for identifiable and verifiable local Pembroke Park Vendor(s) as defined herein.

(D) The vendor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the Town. Any vendor that qualifies or fails to qualify as a Local Pembroke Park Vendor or a Broward County Certified Small Disadvantage Business Enterprise may not protest any competitive solicitation solely on the basis of qualifying or failing to qualify as a Local Pembroke Park Vendor or a Broward County Certified Small Disadvantage Business Enterprise.

(E) Exceptions.

(1) No local vendor preference will be included in any competitive solicitation where the town is the lead agency for the Southeast Florida Cooperative Purchasing Group or other recognized consortium or cooperative group to which the town may be a member;

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- (2) Utilization of a state or other agency contract;
- (3) State or federal law prohibits the use of local preference;
- (4) The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences;
- (5) Sole source or single source purchases;
- (6) The local vendor is either non-responsive or non-responsible;
- (7) All bids submitted exceed the budget amount for the project;
- (8) Emergency purchases;
- (9) The Town Manager and/or the Town Commission may exempt any competitive solicitation from the local vendor preference at any point prior to award of contract by the Town Commission.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

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Section 6. This Ordinance shall become effective upon passage and adoption.

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**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED _____

GEOFFREY JACOBS _____

MUSFIKA KASHEM _____

WILLIAM R. HODGKINS _____

ERIK MORRISSETTE _____

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PART VII. - CERTIFICATION OF SMALL DISADVANTAGED BUSINESS ENTERPRISES

19.50. - Repeal.

Resolution No. 84-744 defining Small Disadvantaged Business Enterprises and providing for a determination of Small Disadvantaged Business Enterprises qualification during a bid protest pending award of bid is hereby repealed.

(AdmCd Oct87)

19.51. - Purpose.

The purpose of this Resolution is to implement the policy of the Broward County Board of County Commissioners of increasing the participation of Small Disadvantaged Business Enterprises in County procurement activity by providing a mechanism to certify Small Disadvantaged Business Enterprises.

(AdmCd Oct87)

19.52. - Certification of Eligibility.

- a. Each business wishing to participate as a Small Disadvantaged Business Enterprise in County procurement activity shall complete and submit an application for certification. Each business wishing to participate as a joint venture Small Disadvantaged Business Enterprise shall, in addition complete and submit an application for joint venture eligibility to the Office of Small-Minority Business Affairs.
- b. The Office of Small-Minority Business Affairs shall review the certification application or the joint venture application to determine the eligibility of the application based on the following standards.
 1. Whether the small business concern is at least 51 percent beneficially owned and routinely managed by one or more disadvantaged individuals of the following classifications:
 - (a) "African Americans," which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
 - (c) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific and the Northwest Marianas;
 - (d) "Native Americans," which includes persons who are American Indians, Eskimos,

Aleuts, or Native Hawaiians;

- (e) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh;
 - (f) Any individual found to be socially and economically disadvantaged by the Small Business Administration; and
 - (g) Any women not included in 1(a) through 1(f) above.
2. Whether the individuals concerned are socially disadvantaged in accordance with the following standards:
- (a) The individuals' social disadvantage must stem from their color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of society, or other similar cause beyond the individuals' control.
 - (b) The individuals must demonstrate that they have personally suffered disadvantage and do not merely claim membership in a nondesignated group which could be considered socially disadvantaged.
 - (c) The individuals' social disadvantage must be rooted in treatment which they received in American society, not in other countries.
 - (d) The individuals' social disadvantage must be chronic, long-standing, and substantial, and not fleeting or insignificant.
 - (e) The individuals' social disadvantage must have negatively affected their entry into, and-or advancement in, the business world.
3. Whether the individuals concerned are economically disadvantaged shall be determined if their ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same or similar line of business and competitive market area who are not socially disadvantaged.
4. Whether the small business concern is in fact small shall be determined in accordance with the following standards:
- (a) Suppliers of manufactured goods: The firm, including affiliates, must have not more than five hundred (500) employees.
 - (b) Construction trade subcontractors: The firm must have had average annual receipts in the preceding three (3) fiscal years of Five Million Dollars (\$5,000,000.00) or less.
 - (c) Construction trade general contracts: The firm must have had average annual receipts in the preceding three (3) fiscal years of Twelve Million Dollars (\$12,000,000.00) or less.
 - (d) Service contractors. The firm must have had average annual receipts in the preceding three (3) fiscal years equal to or less than the following amounts:

- (1) Engineering: Seven Million Five Hundred Thousand Dollars (\$7,500,000.00).
 - (2) Janitorial and Custodial: Four Million Five Hundred Thousand Dollars (\$4,500,000.00).
 - (3) Computer programming or Data processing: Four Million Dollars (\$4,000,000.00).
 - (4) Computer maintenance: Seven Million Dollars (\$7,000,000.00).
 - (5) Protective services: Four Million Five Hundred Thousand Dollars (\$4,500,000.00).
 - (6) Other: Two Million Dollars (\$2,000,000.00).
- c. Once certified, a Small Disadvantaged Business Enterprise shall update its submission annually by submitting a new application or certifying that the application is still accurate. At any time that there is a change in ownership or control, the Small Disadvantaged Business Enterprise shall submit a new application.
- d. Except as provided in Section 19.44 the denial of a certification shall be final.
- (AdmCd Oct87; 1987-3570, 10-27-87; 1989-4125, 11-28-89)

19.53. - Appeals of Denials.

- a. Any small business concern which believes it has been wrongly denied certification as a Small Disadvantaged Business Enterprise or joint venture may file an appeal in writing, signed and dated, with the Director of the Office of Small/Minority Business Affairs.
- b. The Director of the Office of Small/Minority Business Affairs shall ensure that a prompt investigation is made, including a complete review of the eligibility standards as they apply to the business appealing the denial of certification.
- c. The Director shall make one of the following determinations and inform the business appealing the denial of certification in writing of this determination:
 - 1. The Small Disadvantaged Business Enterprise or joint venture is certified; or
 - 2. The Small Disadvantaged Business Enterprise or joint venture is not eligible to be certified and is denied eligibility to participate in the County's procurement system as a Small Disadvantaged Business Enterprise.
- d. The decision of the Director of the Office of Small/Minority Business Affairs is final unless the business files an appeal in writing, signed and dated with the Broward County Administrator.
- e. In an appeal not concerning a solicitation or pending award of a particular contract, the County Administrator or his designee, with the advice of the Office of County Attorney, shall review the documentation relied upon by the Director of the Office of Small/Minority Business Affairs and any additional documentation submitted by the small business concern. The County Administrator or his designee shall make his decision with the advice of the Office of

County Attorney, based upon all relevant documentation provided to him.

- f. In an appeal which does concern the solicitation or pending award of a particular contract, the County Administrator or his designee and the Director of the Purchasing Division, with the advice of the Office of County Attorney, shall review the documentation in the same manner as set forth above. The designee of the County Administrator in this subsection shall not be from the using division.
- g. The County Administrator shall notify the small business concern in writing of his decision and shall:
 - 1. State the reason for his decision.
 - 2. Inform the small business concern appealing the denial of certification the right to commence an appropriate legal action.
- h. The decision of the County Administrator or his designee is final unless any person adversely affected by the decision commences an appropriate legal action.

(AdmCd Oct87; 1987-3570, 10-27-87; 1992-1005, 7-1-92)

19.54. - Use of Terms.

It is noted that the rules and regulations of grantor agencies refer to small businesses owned and operated by socially and disadvantaged persons in various ways, with the predominant term being "Minority Business Enterprise (MBE)." It is the sense of the Board of County Commissioners that their definition of "Minority Business Enterprise (MBE)" is in essence the same as the definition of "Small Disadvantaged Business Enterprise (SDBE)" stated herein, with the latter being more explicit concerning the state of disadvantage which must accrue to the enterprise concerned. Therefore, the former term may be used in lieu of the latter as necessary to meet grantor requirements concerning any contract.

(AdmCd Oct87)

19.55—19.57. - Reserved.

AGENDA ITEM REPORT



To:

Subject: Purchase of (2) new Ford F-150 pick up trucks.

Meeting:

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Presently the Parks division has a 2004 Dodge pick up truck that is currently inoperable due to several issues and is in need of repairs that would most likely cost more than the vehicle is worth. This vehicle has been in service for 20 years, has nearly a 100,000 miles and is past its useful life. Similarly the Sewer division has a 2007 Ford pick up truck with 17 years of service and 136,500 miles that is also in need of repairs. Staff recommends we purchase two new trucks that are required for daily operations.

FINANCIAL IMPACT:

Not to exceed \$82,000.00. Pricing is based on the Florida Sheriffs Association Cooperative Purchasing Program Contract FSA23-VEL31.0.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Staff is recommending the approval for the purchase of two new pick up trucks for the Public Services Department.

ALTERNATIVES:

Continue to pay for costly repairs to vehicles that are past their useful life.

ATTACHMENTS:

[Q#7697536 2023 Ford F-150 Supercab](#)

	Status:
Christian Noel, Accounts Payable	None
Jacobs Horowitz, Interim Town Attorney	None
Aleem Ghany, Public Services Director	None

Marlen Martell, Town Clerk

None

Prepared For: Town of Pembroke Park, Florida
Vickers, Horace

Date 12/20/2023
AE/AM JG9/A0M

Unit #

Year 2023 **Make** Ford **Model** F-150

Series XL 4x2 SuperCab 6.5 ft. box 145 in. WB

Vehicle Order Type In-Stock **Term** 48 **State** FL **Customer#** 597381

\$ 40,375.26	Capitalized Price of Vehicle ¹
\$ 0.00	* Sales Tax <u>0.0000%</u> State <u>FL</u>
\$ 450.00	* Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other: (See Page 2)
\$ 40,371.22	* Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Please Provide
Exterior Color (0 P) Oxford White
Interior Color (0 I) Black w/Medium Dark Slate w/Vinyl 40/20
Lic. Plate Type Government
GVWR 0

\$ 4.04	Total Capitalized Amount (Delivered Price)
\$ 0.06	Depreciation Reserve @ <u>1.5000%</u>
\$ 63.12	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 60.56	

\$ 63.18 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 48.38 Full Maintenance Program³ Contract Miles 40,000
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0648 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 48.38 Additional Services SubTotal

\$ 0.00 Sales Tax 7.0000%

State FL

\$ 111.56 Total Monthly Rental Including Additional Services

\$ 1.16 Reduced Book Value at 48 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Town of Pembroke Park, Florida

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction

of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Legacy Liftgate	C	\$ 5,244.00
Legacy Auto Transporter	C	\$ 0.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 5,244.00
Aftermarket Equipment Total		\$ 5,244.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 200.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 200.00

VEHICLE INFORMATION:

2023 Ford F-150 XL 4x2 SuperCab 6.5 ft. box 145 in. WB - US

Series ID: X1C

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$37,431	\$39,195.00
Total Options	\$-4,354.74	\$-6,118.74
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$35,071.26	\$35,071.26

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White
Interior: AS-(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A Standard	\$-683.00	\$-750.00
145WB	145" Wheelbase	STD	STD
425	50 State Emissions	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53B	Class IV Trailer Hitch Receiver	\$286.00	\$315.00
64C	Wheels: 17" Silver Steel	Included	Included
99B	Engine: 3.3L V6 PFDI	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
DEA ADJ	Dealer Adjustment	\$-3,957.74	\$-5,683.74
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,250 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 245/70R17 BSW A/S	Included	Included
SYNC	SYNC 4	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X19	3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Body Material: aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance

Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac with Curve Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Standard Engine:

Engine 290-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

LICENSE AGREEMENT

THIS IS AN AGREEMENT, made this ____ day of _____, 2023 by and between:

THE TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, with an address of 3150 SW 52 Avenue, Pembroke Park, FL 33023, hereinafter referred to as “TOWN”

and

PARK LAKE, INC., with a business address of 3184 w Hallandale Beach Boulevard, Pembroke Park, FL 33009, hereinafter referred to as “ASSOCIATION.”

WHEREAS, the ASSOCIATION is composed of 677 residences, the majority of which are used as vacation homes, causing the community to remain mostly vacant throughout the year; and

WHEREAS, the ASSOCIATION has requested to replace the existing manned gates located at 224 Lake Shore Drive, more particularly described as Exhibit “A” (the “Property”), with automatic gates; and

WHEREAS, the ASSOCIATION has agreed to address certain matters related to the TOWN’S access to the lift station located directly across from the ASSOCIATION’S manned gates that is used by the Town to maintain the Association’s sanitary sewer collection; and

WHEREAS, the ASSOCIATION has agreed to grant TOWN a non-exclusive easement to enter and go upon the Property for the purpose of maintaining and operating the existing sanitary sewer collection system, which is located across from the ASSOCIATION’S gates; and

WHEREAS, at its regular meeting on November 9, 2023, the Town Commission found that permitting the placement of automatic motorized access gates and the ancillary infrastructure required to support the operation of the access gates (the “Access Gates”) on public property served a legitimate municipal and public purpose; and

WHEREAS, in support of this finding, the Town Commission concluded that permitting the ASSOCIATION to place the Access Gates on public property would result in a safer and more secure neighborhood for the residents of Park Lake.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the TOWN and ASSOCIATION as follows:

1. **DESCRIPTION OF THE PREMISES**

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JGH/PBH

TOWN hereby grants to the ASSOCIATION the right, license, and privilege of placing automatic motorized access gates and the ancillary infrastructure required to support the operation of the access gates at 224 Lakeshore Drive, Hallandale, FL. 3009, on the Property, as more particularly described, in part, in **Exhibit “A”** attached hereto and by this reference made a part hereof subject to the terms and conditions set forth in this Agreement.

2. ASSOCIATION DUTIES

The ASSOCIATION agrees to remove the bollards presently impeding access to TOWN’s lift station located across from the Property. The ASSOCIATION further agrees to work with the Town to replace any existing Town property that may be affected by the installation of the automatic gates, to repave the area adjacent to the TOWN’s lift station on Lake Shore Drive, to create a parking space to allow the TOWN’s Public Works Department to park at the lift station, and to post signage indicating that the immediate area surrounding the lift station and parking space is accessible only to the Town’s Public Works vehicles. The ASSOCIATION agrees that compliance with all of the terms in this section shall be the ASSOCIATION’S sole responsibility and that all work required herein shall be administered solely at ASSOCIATION’s cost.

3. EASEMENT

ASSOCIATION further agrees to grant TOWN a non-exclusive easement to enter and go upon the Property at all times for the purpose of maintaining and operating the existing sanitary sewer collection system as is necessary in the sole discretion of TOWN as determined by the Public Works Director to maintain the proper functioning of the existing sanitary sewer collection system.

4. TERM

This Agreement shall commence on November 9, 2023 (“Commencement Date”) and shall terminate on November 8, 2033 (“Termination Date”), unless terminated prior to Termination Date in accordance with the terms set forth herein. This Agreement may be renewed for an additional 10-year term upon the mutual written consent of both parties.

5. USE OF PREMISES

ASSOCIATION shall use and occupy the Property for the sole, limited purpose of operating the Access Gates. ASSOCIATION covenants that it will not, without written consent of the TOWN, install infrastructure that is unrelated to the operation of the Access Gates or permit the Property to be used or occupied by any other person, firm, entity or corporation other than ASSOCIATION or its agents. ASSOCIATION further covenants that no dangerous, nuisance or hazardous material shall be permitted to be placed in the on the Property and nothing shall be kept around the Gates that will increase the risk of any hazard, fire or catastrophe. ASSOCIATION shall not permit the licensed Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

6. ASSIGNMENT

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ASSOCIATION shall have no authority to assign any portion of the Premises during the Term of this Agreement. Should ASSOCIATION attempt to assign this license, then the license shall be terminated forthwith without prior notice to ASSOCIATION.

7. DAMAGE TO PREMISES

ASSOCIATION agrees that all personal property, inventory, or stock placed on the Premises shall remain the property of ASSOCIATION, and shall be placed on the Premises at the risk of the ASSOCIATION. ASSOCIATION shall give the TOWN prompt written notice of any occurrence, loss, incident or accident occurring on the licensed Premises.

8. INSPECTIONS

TOWN, its agents, or authorized employees may enter upon the Premises at all reasonable times and hours, to examine same to determine if ASSOCIATION is properly maintaining the Premises according to this Agreement.

9. INDEMNIFICATION

To the extent that personal property is placed on the Premises, it is at ASSOCIATION's sole risk. ASSOCIATION hereby agrees to defend, pay, indemnify and hold the TOWN free and harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including but not limited to reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the placement of the Access Gates.

10. INSURANCE

OMITTED

11. MAINTENANCE OF LICENSED PREMISES AND UTILITIES

The ASSOCIATION agrees to maintain the Premises and all personal property placed thereon in accordance with the terms and conditions of this Agreement and consistent with prudent and well-reasoned maintenance procedures and techniques.

12. AMENDMENTS

It is agreed that no modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. SURRENDER UPON TERMINATION

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Upon the conclusion of the term, or upon termination of this Agreement, ASSOCIATION agrees to peaceably surrender and deliver the premises to the TOWN in substantially the same condition as it was delivered to ASSOCIATION at the beginning of this Agreement, ordinary wear and tear excluded. Furthermore, ASSOCIATION agrees to remove from the Premises at their expense, any personal property or inventory placed therein. Upon completion of removal the condition of the Premises shall be safe and not a hazard.

14. WAIVER

Failure of the TOWN to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

15. TERMINATION

This Agreement may be terminated by either party during the term hereof upon thirty (30) calendar days' written notice to the other of its desire to terminate this Agreement.

16. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the ASSOCIATION is an independent contractor under this Agreement and not the TOWN's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers ion Act, and the State unemployment insurance law. The ASSOCIATION shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ASSOCIATION's activities and responsibilities hereunder. The ASSOCIATION agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the ASSOCIATION and the TOWN and the TOWN will not be liable for any obligation incurred by ASSOCIATION, including but not limited to unpaid minimum wages and/or overtime premiums.

17. NOTICES

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the

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present, the ASSOCIATION and the TOWN designate the following as the respective places for giving of notice:

TOWN: Aleem Ghany, Acting Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600
Facsimile No. (954) 966-9781

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

ASSOCIATION: Park Lake, Inc.

Telephone No. (954) _____
Facsimile No. (954) _____

18. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

19. LAWS AND ORDINANCES

The Parties agree to observe all laws and ordinances of the TOWN, county, state, federal or other public agencies directly relating to the operations being conducted on the Premises.

20. SEVERABILITY

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

21. GOVERNING LAW

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This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

22. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the TOWN and the ASSOCIATION and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

TOWN OF PEMBROKE PARK

By: _____
Aleem Ghany, Acting Town Manager

Marlen D. Martell, Town Clerk

APPROVED AS TO FORM:

Office of the Interim Town Attorney

PARK LAKE, INC

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

ON THIS ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, personally known to me, or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same on behalf of said Association and that (s)he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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NOTARY PUBLIC

Print or Type Name

My Commission Expires:

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JGH/PBH

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EXHIBIT “A”
Description of Licensed Premises

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JGH/PBH

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2024 STATE OF THE REGION ANNUAL AWARDS

MILES OF SUCCESS

The Broward Metropolitan Planning Organization is thrilled to invite you to the third State of the Region Annual Awards. This awards presentation will offer insight into the progress that positively impacts our local economy, families, and businesses. At the same time, we will recognize those who are helping to pave the way to create better neighborhoods with bike lanes and walking paths, public transportation, and improved infrastructure.

WE LOOK FORWARD TO SEEING YOU!

Gregory Stuart
Executive Director, Broward MPO

THURSDAY, MARCH 28TH, 2024 | FORT LAUDERDALE MARRIOTT HARBOR BEACH RESORT & SPA | 11:30 AM

CELEBRATE OUR 2024 HONOREES



**Lifetime Achievement
Award**
Dr. George L.
Hanbury II



**Community Impact
Award**
Lori Baer



**Champion
Award**
Rufus James



**Visionary
Award**
Alan Hooper

2024 STATE OF THE REGION ANNUAL AWARDS

MILES OF SUCCESS

SPONSORSHIP OPPORTUNITIES

	Title Sponsor	Presenting Sponsor	Host Sponsor	Site Sponsor
	\$15,000	\$10,000	\$5,000	\$2,500
Photo opportunity with Honorees	●			
Company brochure or promotional item to be placed on tables	●			
Opportunity for a company representative to address the luncheon audience on stage*	●			
Opportunity to provide company video during presentation	●			
Prominent name recognition in the event title. (*Broward MPO Title Sponsor Company State of the Region Awards, presented by Presenting Sponsor Company*)	●	●		
Posts on social media	●	●		
Display table	Premium Location	Premium Location		
Inclusion in press release	●	●	●	
Brand recognition as a prominent sponsor with logo inclusion in all marketing/promotion materials	●	●	●	
Opportunity to present award*		●	●	
Program Guide	Back Cover - Full Page	Full Page	Half Page	
Company identification signage at each assigned guest table	●	●	●	●
Gift Bag Contributor	●	●	●	●
Verbal recognition of sponsorship at event	●	●	●	●
Listing on website with link	●	●	●	●
Complimentary table seating (prominently positioned at the event)	20 guests	20 guests	10 guests	10 guests

Additional tickets available for \$95.00 per person. Complimentary valet parking.

*Limited Availability

AGENDA ITEM REPORT



To:

Subject: Proposed Management Package

Meeting: 05 24 2023 DRAFT AGENDA WORKSHOP COMMISSION MEETING - May 24 2023

Department: Administrative

Staff Contact:

FINANCIAL IMPACT:

\$15,000 Annually

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

[memo management package](#)

[2023 New Employee Benefit Summary](#)

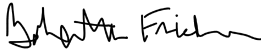
Roy Brown, Finance & Budget Director	Status: Approved - May 18 2023
Jacobs Horowitz, Interim Town Attorney	Approved - May 18 2023
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



Date: May 24, 2023

To: Mayor and Town Commissioners

Via: Juan Carlos (JC) Jimenez, Town Manager

From: Babette Friedman, Human Resources Director 

RE: Proposed Management Package

At this time, we are proposing adding a management package for Directors to assist in retention efforts and future recruitments.

The current state of the job market is an employee's market, and the competition is aggressive. The goal is to be competitive with other municipalities who offer similar benefits to Executive Staff as we all compete for the same pool of applicants. Attached is the proposed package. The Car allowance will not go into effect until October 1, 2023.

We are requesting your approval to adopt this management package.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.



New Employee Benefit Summary

The benefits described in this summary are subject to change.

Executive Staff

Vacation Leave

Vacation leave is based on the employee's work week, and is calculated in the following manner:

Service	Vacation Leave
0 to 48 months	6.1539 hours per pay period = 160 hours per year
48 months to 120 months	6.9240 hours per pay period = 180 hours per year
120 months or more	7.6924 hours per pay period = 200 hours per year

Vacation leave can be used after successful completion of three (3) months of employment. Only two (2) weeks can be used consecutively. Employees with accrued vacation leave in excess of eighty (80) hours and who have utilized at least eight (80) hours of leave time during the fiscal year, may be allowed to make an election during one month of the year (to be determined by the Town Manager or designee) to sell the excess vacation leave time back to the Town, subject to available funds, at the discretion of the Town Manager or designee.

Telecommuting

Telecommuting allows Department Heads to work at home, on the road or in a satellite location for a part of their workweek. The Town considers telecommuting to be a viable, flexible work benefit when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a Town-wide benefit, and it in no way changes the terms and conditions of employment with the Town.

The telecommuting benefit may only be utilized by Department Directors for a maximum five (5) days per month. The days cannot be used consecutively. Any exceptions must be pre-approved by the Town Manager.

Car Allowance

Employees holding the position of Assistant Town Manager, Director, and Assistant Director shall be provided a \$250 a month car allowance for use of privately owned automobiles on official business. The only Department Heads who may receive a take-home vehicles in lieu of a car allowance are the Public Services Director, Assistant Public Services Director, Police Chief, or Police Command Staff.

Severance

Six (6) weeks of base pay; payable for termination of employment after completion of three-month period.



New Employee Benefit Summary

The benefits described in this summary are subject to change.

Executive Staff

Vacation Leave

Vacation leave is based on the employee's work week, and is calculated in the following manner:

Service	Vacation Leave
0 to 48 months	6.1539 hours per pay period = 160 hours per year
48 months to 120 months	6.9240 hours per pay period = 180 hours per year
120 months or more	7.6924 hours per pay period = 200 hours per year

Vacation leave can be used after successful completion of three (3) months of employment. Only two (2) weeks can be used consecutively. Employees with accrued vacation leave in excess of eighty (80) hours and who have utilized at least eight (80) hours of leave time during the fiscal year, may be allowed to make an election during one month of the year (to be determined by the Town Manager or designee) to sell the excess vacation leave time back to the Town, subject to available funds, at the discretion of the Town Manager or designee.

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Executive



Date: May 24, 2023

To: Mayor and Town Commissioners

Via: Juan Carlos (JC) Jimenez, Town Manager

From: Babette Friedman, Human Resources Director 

RE: Proposed Management Package

At this time, we are proposing adding a management package for Directors to assist in retention efforts and future recruitments.

The current state of the job market is an employee's market, and the competition is aggressive. The goal is to be competitive with other municipalities who offer similar benefits to Executive Staff as we all compete for the same pool of applicants. Attached is the proposed package. The Car allowance will not go into effect until October 1, 2023.

We are requesting your approval to adopt this management package.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.



Employee Handbook

December 2021

Prepared By: LagomHR Inc.



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INTRODUCTION

PURPOSE

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the Town of Pembroke Park. Nothing in this manual shall be construed as contract terms for any Town employees.

These policies are not intended to be all-inclusive or to cover every situation that may arise. The Handbook contains general information and guidelines. These policies may be amended with or without notice at any time at the sole discretion of the Town and supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the Town Commission.

If you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to Human Resources or your Department Head.

SCOPE

These policies and procedures apply to all the Town's employees unless specifically addressed in a formal employment contract or insurance plan document. Where such documents specifically differ from these policies, then the applicable provision(s) of the subject agreement shall supersede these policies.

These policies are designed to work in combination with individual departmental policies and procedures; however, these policies shall prevail should they come into conflict with departmental policies or procedures.

No person, other than the Mayor and Town Commission or the Town Manager as authorized by the Town Commission, has the authority to enter into any agreement for employment with an employee for any specified period of time, or to make any agreement contrary to the provisions of this manual.

These policies govern regardless of past practices or former policies. This manual supersedes any previous verbal or written policies, statements, understandings, or agreements concerning terms and conditions of employment, except in cases of formal employment contracts or other legally binding agreements.

SEVERABILITY

If one or more provisions of this manual are superseded by or become in conflict with a formal employment contract, insurance plan documents, state or federal laws, or if they are determined by a court of competent jurisdiction to be inappropriate and voided, then the balance of the manual shall remain in effect.

DISTRIBUTION AND REVISIONS

A copy of this manual shall be provided to each employee, who shall be required to sign a standard form certifying his/her receipt and review of the manual.

Revisions or updates to the manual shall be provided to all employees in either paper form, by email, or by other electronic communication such as posting on the intranet. Employees are expected to review all



changes and updates and remain abreast of all current personnel policies. Periodically employees may be required to provide an updated sign-off that they have received and reviewed the manual and changes in policy.

DISCLAIMER

All employees of the Town are employed at will and may quit or be terminated at any time and for any or no reason. Nothing in any of the Town's rules, policies, handbooks, procedures or other documents relating to employment creates any express or implied contract or employment.

This handbook replaces any previously issued policies, practices and understandings, written or oral, governing employment. Nothing contrary to or inconsistent with the limitations in this paragraph creates any contract of employment unless:

- 1) The terms are in writing.
- 2) The document is labeled "contract".
- 3) The document states the terms of employment; and
- 4) The document is signed by the Mayor and approved by a vote of the Town Commission.



GENERAL EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Town of Pembroke Park is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training.

The Town shall not discriminate against any employee or job applicant and prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, sexual gender identity, age, religion, national origin, marital or veteran status, height, weight, disability, political affiliation, or other protected classes.

The Town hires those individuals authorized to work in the United States.

The Town adheres to the following federal laws which prohibit workplace discrimination and are enforced by the U.S. Equal Employment Opportunity Commission (EEOC).

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

This law makes it illegal to discriminate against someone based on race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants and employees, unless doing so would impose an undue hardship on the operation of the employer's business.

THE PREGNANCY DISCRIMINATION ACT

This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE EQUAL PAY ACT OF 1963 (EPA)

This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967 (ADEA)

This law protects people who are 40 or older from discrimination because of age. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.



TITLE I OF THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

SECTIONS 102 AND 103 OF THE CIVIL RIGHTS ACT OF 1991

Among other things, this law amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases.

THE GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 (GINA)

This law makes it illegal to discriminate against employees or applicants because of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder or condition of an individual's family members (i.e. an individual's family medical history). The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

REQUESTING A REASONABLE ACCOMMODATION

Employees should notify their manager or the Human Resources department when a reasonable accommodation is needed. Where necessary and feasible, reasonable accommodations will be made for qualified employees to perform the essential functions of the job in question if the accommodation does not cause the Town undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which cannot be eliminated by reasonable accommodation, will not be considered for employment. The Town will attempt to keep all employees so long as they do not cause undue hardship to the Town or its employees. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until a solution has been identified by management.

HARASSMENT AND DISCRIMINATION

Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act of 1990, (ADA).

1. Harassment is unwelcome conduct that is based on race, color, religion, sex-gender (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where:



- A) Enduring the offensive conduct becomes a condition of continued employment, or
 - B) The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.
2. Sexual Harassment is unwelcome conduct of a sexual nature that is persistent or offensive and interferes with an employee's job performance or creates an intimidating, hostile or offensive work environment.

Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.

Petty slights, annoyances, and isolated incidents (unless extremely serious) shall not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, isolation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:

1. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
2. The victim does not have to be the person harassed but can be anyone affected by the offensive conduct.
3. Unlawful harassment may occur without economic injury to, or discharge of, the victim.

Prevention is the best tool to eliminate harassment in the workplace. Managers are encouraged to take appropriate steps to prevent and correct unlawful harassment. They should clearly communicate to employees that unwelcome harassing conduct shall not be tolerated. They can do this by adhering to the complaint or grievance process and taking immediate and appropriate action when an employee complains. Managers should strive to create an environment in which employees feel free to raise concerns and are confident that those concerns shall be addressed.

Employees are encouraged to inform the harasser directly that the conduct is unwelcome and must stop. Employees should also report harassment to management at an early stage to prevent its escalation.

BULLYING

The Town will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Bullying is defined as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating, or intimidating behaviors.
- Work interference/sabotage that prevents work from being done.
- Verbal abuse.



Such behaviors violate the Town's Code of Ethics and Code of Conduct, as all employees will be treated equally with dignity and respect.

The Town considers the following types of behavior examples of bullying:

- Verbal bullying: slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying: pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault, damage to a person's work area or property.
- Gesture bullying: nonverbal gestures that can convey threatening messages.
- Exclusion: socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying should report this to their supervisor or to



Human Resources before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the Town to take appropriate action.

SEXUAL HARASSMENT

The Town prohibits sexual harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee. The Town prohibits sexual harassment from occurring in and out of the workplace when representing the Town. Sexual harassment of non-employees by Town employees is also prohibited. The purpose of this policy is not to regulate personal morality or to encroach upon one's personal life, but to demonstrate a strong commitment to maintaining a workplace free of sexual harassment.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Regarding unwelcome sexual advances toward non-employees, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made either explicitly or implicitly in exchange for a benefit.
2. Submission to or rejection of such conduct by an individual is used as the basis for a decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's activities or creating an intimidating, hostile or offensive environment.

Sexual harassment may include unwanted sexual advances; offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, caricatures or representations of persons using electronically or physically altered photos, drawings, or images; notes or invitations; and/or, physical conduct (touching, assault, impeding or blocking movements).

If an employee is witness to or believes that the employee has experienced sexual harassment, they must immediately notify their supervisor or the Human Resources department.

Harassment of Town employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to their supervisor or the Human Resources department. Appropriate action shall be taken against any



non-employee.

Notification by employee to appropriate personnel of any harassment problem is essential to the success of this policy and the Town generally. The Town cannot resolve a harassment problem unless it is reported. Therefore, it is the responsibility of all employees to bring those kinds of problems to the attention of management so that steps are necessary to correct them.

Violation of this sexual harassment policy shall subject employees to disciplinary action, up to and including immediate discharge.

DRUGS AND ALCOHOL POLICY

The Town recognizes that the possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the Town. It is the obligation of the job applicant to notify the approved testing facility of any legal drug prescribed for the job applicant by a physician. Any employee who is observed by a supervisor or department head to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Head shall immediately report any reasonable suspicions to the Human Resources department.

An employee shall be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on Town premises or during work hours by employees is strictly prohibited.

Employees must notify their supervisor within five (5) business days of conviction for a drug or alcohol related violation, regardless if the violation occurred in the workplace.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify their supervisor and Human Resources, who are required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act. A program to assist employees who may have a drug/alcohol problem is provided through the Town's Employee Assistance Program.

No prescription drug or Medical Marijuana should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over the counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs or utilizing Medical Marijuana that are not prescribed in their name on Town property or while performing Town business. Soliciting or distributing prescription drugs or Medical Marijuana for or to other employees is



also strictly prohibited.

FAIR LABOR STANDARDS ACT (FLSA)

The Fair Labor Standards Act, Title 29 U.S.C. (Sections 201-219) is the federal law requiring that covered employees be paid at least the federal minimum wage and overtime pay (at time and one-half of the employee's regular rate of pay) for all hours worked over 40 hours in a workweek.

The Town Personnel Manual refers to employees covered by FLSA as "non-exempt" and to those not covered by the FLSA minimum wage and overtime provisions as "exempt".

VETERANS' PREFERENCE

Title 5 USC, Section 2108 and Chapter 295, F.S., set forth the requirements for public employers to provide preferences in employment, retention, and promotion to eligible veterans, spouses of veterans, and other veterans' preference eligible individuals.

MEDICAL EXAMINATIONS

The Town may require an employee to submit to a medical or psychological exam to determine fitness for duty provided the examinations are job related and consistent with business necessity. Tests for alcohol or illegal drug use are not considered medical examinations, nor are physical agility tests. Fitness for duty exams shall be conducted by a licensed professional designated by the Town and shall be paid for by the Town.

The Town shall comply with all applicable laws including ADA, FMLA, HIPAA, Worker's Compensation and related laws and guidelines in addressing circumstances where an employee is found to be unfit to perform some or all their essential job functions. This policy in no way shall be construed to limit employees' rights under any federal or State Law.

Employees determined to be un-fit for duty and requiring associated leave, may access accrued leave banks and other paid or unpaid leave time consistent with the policies contained within this manual and state and federal laws.

Light duty or modified return-to-work arrangements are not guaranteed and would not indicate continued employment if provided.

WORKPLACE VIOLENCE

The Town of Pembroke Park is committed to reducing the potential for workplace violence. In this regard, it is the policy of the Town to prohibit acts or threats of verbal or physical violence by any party, directed toward employees, citizens, elected officials, and visitors to the Town's facilities or others.

The Town is committed to providing a safe and healthy work environment, consistent with health and safety rules and shall take prompt remedial action, up to and including discharge or criminal prosecution, against any employee who engages in threatening behavior or acts of violence.

The Town shall take appropriate action against any non-employee who engages in threatening behavior including former employees and visitors to Town facilities, up to and including criminal prosecution.

Employees who display a tendency to engage in violent, abusive or threatening behavior shall be referred



to the Town's health plan for counseling or other appropriate treatment. Such employees shall also be subject to disciplinary action, up to and including immediate discharge.

Additionally, it is the responsibility of Town employees to assist in identifying problem employees. The Town Manager should be immediately notified of situations or incidents involving threats, acts of violence, aggressive behavior, threatening or offensive comments and similar acts. Employee reports made pursuant to this policy shall be held in confidence to the maximum possible extent. The Town shall not tolerate retaliation against any employee reporting a violation of this policy.

SAFETY AND RIGHT TO KNOW

The Town complies with federal and state Right-To-Know laws and shall make every effort to provide information to employees about any hazardous chemical to which they may be exposed. Right-To-Know information is posted near the areas in which employees may be exposed to chemicals or other potentially hazardous materials. Employees are required to read and be familiar with all posted materials.

TERMS OF EMPLOYMENT

PERSONNEL FILES

The Town maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. It is important that personnel records be kept up to date by employees and will be updated at performance reviews.

Employees should notify Human Resources when any of the following personal information changes:

Name	Education status
Address	Military status
Telephone number	Driver's license status
Marital status	Licensing, certification, and training, or
Emergency notification contacts	Other information which may impact the job requirements
Beneficiary Information	Direct Deposit/Bank Account Information

Personnel files are the property of the Town, and access to some of the information those files contain may be restricted in accordance with state and or federal law. Personnel records are subject to the Florida Public Records Law and contents must be provided as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes, except for information that is exempt and confidential pursuant to law.

Anyone who wishes to review a personnel file should contact the Human Resources Department. With reasonable advance notice, personnel files may be reviewed in the Town's offices and in the presence of an individual appointed by the Town to maintain the files. An employee may view personal (associated with that employee) personnel records at any time in their entirety.

No originals of any personnel records shall be kept at the Department level. All originals shall be



maintained by the Human Resources Department.

HIRING OF NEW EMPLOYEES

The Town Manager has final approval of hiring new employees, with the exception of the following positions that are hired by the Town Commission. The Town Commission shall have the sole authority to hire the Town Manager, Divisional Directors, and Department Heads. The Town Commission also has the sole authority to hire independent contractors.

HIRING OF FORMER EMPLOYEES

It shall be the policy of the Town of Pembroke Park that any individual who has been formerly employed by the Town may be considered for re-employment provided the individual left the Town in good standing. If the individual did not leave the Town in good standing, he/she must reasonably demonstrate improved work ability and attitude before re-employment is considered.

If the candidate for re-employment is hired, he/she may not continue to receive disbursements from the Town's retirement plan. The Town shall follow all applicable laws and regulations related to retirement benefits when rehiring a former employee.

Individuals interested in applying for re-employment with the Town should follow the appropriate application process for an open position. The application shall indicate that the individual is applying for re-employment. The Department Head shall examine the application to determine if any additional information is needed and make a recommendation of whether to rehire the applicant.

NEPOTISM/EMPLOYMENT OF RELATIVES

No elected official or Town employee with supervisory authority, shall employ, promote, advance or advocate the employment, promotion, or advancement of an individual who is a relative, to a position in the agency over which he or she exercises jurisdiction or control.

Relatives include: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. [Section 112.3135, F.S.].

PERSONAL RELATIONSHIP AMONGST EMPLOYEES

A "personal relationship" is defined as a relationship between employees who have or have had a continuing relationship of a romantic or intimate nature.

An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for or supervise the employee with whom he or she is involved.

The Town reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.



When a conflict or the potential for conflict arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment, or terminated from employment. If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Human Resources department.

When a conflict or a potential for conflict affecting terms or conditions of employment arises because of the relationship, the individuals concerned will be given the opportunity to decide who is to be transferred to another position, or terminated, if no position is available. If no decision is made within 30 calendar days of the offer to resolve the situation, the Town will determine who is to be transferred or, if necessary, terminated from employment.

EMPLOYMENT STATUS

PROBATIONARY EMPLOYEE

New employees who receive a position within the Town shall have a one (1) year probationary period. If an employee is promoted to a new position, the employee shall have a probationary period of one (1) year. This gives an employee the opportunity to demonstrate their skill and ability in performing the requirements of the new position. The Town may extend the job probationary period, not to exceed six (6) months, to allow an employee more time to learn the new job requirements and fully master their position or learn the processes of the Town.

All new hires will receive a performance evaluation report after three (3) months of employment. All employees will receive a performance evaluation report from their supervisor every six (6) months in June and December. A performance evaluation report may be issued for employees placed on a performance improvement plan.

A department head may terminate a probationary employee anytime during the probationary period if, in the department head's opinion, the employee is unable or unwilling to perform the duties of the position satisfactorily or that work habits and dependability do not merit continuance in the position. The employee so terminated shall be notified in writing of the termination.

Probationary employees do not have any proprietary rights to their position and may be terminated from the Town at any time during their probationary period without the right of appeal.

The Town may, however, return a promoted employee to their previous position if the requirements of the new job are not being met, provided the prior position is vacant.

Employees who are hired and serve at the pleasure of the Town Commission do not serve a probationary period of employment but will be subject to evaluation every six (6) months. These employees may be terminated at any time with or without cause, in the Town Commission's sole discretion.

FULL-TIME EMPLOYEES

Full-time employees are regularly scheduled to work thirty (30) hours per week and are eligible for



the Town's employee benefits program, as outlined in later sections.

PART-TIME EMPLOYEES

Part-time employees are regularly scheduled to work less than thirty (30) hours per week on a year-round basis. Part-time employees are not eligible for the Town's insurance benefits but may be covered by certain statutory protections such as Family Medical Leave and worker's compensation.

SEASONAL OR TEMPORARY EMPLOYEES

Temporary employees may be scheduled to work on a full- or part-time basis, as dictated by operational needs, for specific, limited time periods. Seasonal or temporary employees are not eligible for employee benefits.

EXEMPT OR NON-EXEMPT

Based on job content, job duties, salary status and other criteria set by the Fair Labor Standards Act, each position within the Town is classified as either "exempt" or "non-exempt".

CHANGES IN EMPLOYMENT STATUS

TRANSFERS

A transfer is an assignment to a position with comparable duties, responsibilities, authority, and compensation.

PROMOTIONS:

A promotion is a change in work assignment that results in an expanded scope of job duties and responsibilities. An employee can be promoted to fill an existing, vacant classification; or an employee's position can be reclassified if duties and responsibilities have been expanded over time. Promotions may result in an increase in pay.

DEMOTIONS:

A demotion is a change in work assignment that results in a reduced scope of job duties and responsibilities. An employee can be demoted to fill an existing, vacant classification; or an employee's position can be reclassified if duties and responsibilities have been reduced over time. Demotions may result in a decrease in pay.

TEMPORARY RE-ASSIGNMENTS:

In order to be considered a temporary re-assignment, the re-assignment must last at least two (2) full pay periods. The Town Manager may choose to temporarily fill a vacancy during the selection process. Temporary assignments are not generally made unless it is anticipated that it shall take more than thirty (30) calendar days to fill the position.

WORK HOURS

To ensure employee availability and accountability to the public the Town serves, all full-time employees



(exempt and non-exempt) are to be at work or available to the public and co-workers during the **normal** workdays Monday through Friday and the hours of 8:00 am to 5p.m, except on recognized holidays or away from the work site for an approved work-related activity or on approved leave. However, the work period is 7 days – Monday through Sunday, for the purposes of calculating overtime.

Employee work schedules shall be established by supervisors with the approval of the Town Manager.

TIME CLOCKS

Non-Exempt employees are required to follow established guidelines to accurately record hours of work by using the designated time-clock system for recording actual hours worked. A missed clock in/out is a violation of this policy and includes:

1. Failure to clock in/out on the Town's designated time clock at the beginning and/or end of their assigned shift consistent with established procedures.
2. Failure to clock in/out on their designated time clock for the meal break.
3. Failure to accurately and timely report time worked; or
4. Clocking in/out early, late or not at all when working an assigned shift.
5. Employees are not permitted to clock in more than seven (7) minutes prior to the start of their shift.
6. Hourly or non-exempt employees will clock in and out 4 times daily (beginning of shift, beginning of lunch break, end of lunch break and end of shift)

Employees may utilize a physical timeclock or clock in/out through the mobile app. The Town utilizes a feature in the HR payroll system called geofencing that sets a virtual barrier for where employees may clock in and out. The system will not allow employees to clock in and out outside of the 1-mile barrier from Town Hall. Employees having technical difficulties with clocking in and out must contact their Department Head for assistance.

UNEXCUSED ABSENCES

Employees are expected to report for work and be at their workstations at the scheduled time. If an employee expects to be absent from or late to work, he/she must inform his/her supervisor as soon as possible and under no circumstances later than thirty (30) minutes PRIOR to the scheduled workday. Unexcused and excessive absences and failure to notify the appropriate supervisor in case of absence may result in disciplinary action up to and including termination. Failure to report for work or failure to call-in to report expected absence after three (3) consecutive business days) is considered will be considered as job abandonment.

TARDINESS

A "tardiness" occurs when an employee does not report to work at the scheduled start time or does not report back from lunch or work breaks on time. An employee is expected to be at work and ready to begin work at the start of the scheduled workday. An employee who is or expects to be tardy and has not made prior arrangements with his/her supervisor must report the tardiness to his/her supervisor within the first hour of the scheduled start time. Excessive unexcused tardiness may result in progressive discipline.



ON CALL, STAND BY STATUS & CALL IN/CALL BACK

The Town has extensive responsibilities during an emergency. As such, any employee may be called in to work at unscheduled times and may be required to perform duties outside his/her normal job function. As with mandatory overtime, employees are expected to be available and as flexible as possible to meet operational demands.

Hourly employees who are called back to work after having completed a normal workday or are called into work on their day off shall be paid for three (3) hours or the actual time worked, whichever is greater. These additional hours shall be paid at time and a half of the employee's straight hourly rate, regardless if the employee has met the FLSA standards of working a minimum of 40 hours .

The Town reserves the right to require employees to be in a "stand-by" status, meaning that the employee needs to be available to report to work during an off-duty. Stand-by status may be instructed verbally or in writing by the department supervisor, or the employee may be named on the official call-back roster. Off-duty time may include nights, weekends, or holidays.

Call Back time shall be paid, or compensatory time accrued as straight time, and not added to the employee's total hours for the week to constitute overtime.

Compensatory time shall be paid at the employee's current rate of pay on the day earned. Exempt employees are not entitled to overtime therefore, excluding them from this policy.

MEAL BREAKS AND REST PERIODS

Department heads or supervisors are responsible for scheduling lunch or rest periods that do not interfere with work requirements.

Employees are expected to use the rest and lunch breaks provided as intended and shall not be permitted to adjust work start time, end time, or lunch time by saving these breaks.

Rest period - a fifteen (15) minute rest period may be allowed during each half of a full-time employee's shift. Such rest periods are to begin and end at the employee's assigned work area. Department heads are responsible for scheduling rest periods that do not interfere with work requirements.

Lunch Period - An unpaid sixty (60) minute lunch period is provided when an employee works eight (8) or more consecutive hours. The lunch period shall begin and end at the employee's assigned work area and the employee shall "clock out" for the duration of the lunch period.

Non-exempt employees shall not be allowed to work during their lunch break.

BREAKS FOR NURSING MOTHERS

The Town supports breastfeeding mothers by providing reasonable break time for an employee to breast feed her nursing child for up to two (2) years after the child's birth.

For both non-exempt and exempt employees, this break time is paid, and employees are not required to punch out. Both exempt and non-exempt employees must schedule any break time to express breast milk with their supervisor.



Upon notice, the employee's Department Head, or the Human Resources Department will provide the employee with a private area for the purpose of expressing breast milk.

WORK CANCELLATION/ADVERSE WEATHER CONDITIONS

If the Town is forced to temporarily close its operations for one day or less, the Town Manager will determine compensation for non-essential staff on a case by case basis. The Town manager, will also, determine appropriate compensation or time-off for exempt essential workers on a case by case basis. All non-exempt essential staff are subject to the FLSA overtime standards. Employees are expected to remain available to return to work throughout the regular workday. Closures of more than one day shall be addressed on a case-by-case basis, with the Town Manager providing timely directive.

During adverse weather conditions, the Town Commission or Town Manager will determine when Town facilities are closed. The Town Manager will determine when essential staff are required to remain on site before, during and/or after a storm. Employees shall be allowed to use accrued vacation time or compensatory time, or with supervisor approval, may modify the work schedule or make other reasonable schedule adjustments.

Decisions to cancel departmental programs (special events, recreation programs, etc.) shall be made by the Town Manager.

TOWN-SPONSORED EVENTS

From time to time, employees may be asked to attend events that are sponsored by the Town. Employees are expected to honor these requests unless there is a conflict due to religious reasons or documented medical issues.

EMERGENCY MANAGEMENT

The Town Manager is responsible for implementation of this policy during an emergency. The Town of Pembroke Park will make a reasonable effort to release employees from work prior to, during, and after emergency conditions to take care of personal situations such as family and property needs.

During a disaster or declared emergency, Town operations may be suspended, altered, or changed requiring an employee to be reassigned according to their emergency classification and the needs of the Town based upon the size, scope, and magnitude of the emergency. All employees are considered essential to this operation and must be prepared to support the community as assigned. In all cases, the goal of this directive is to ensure continuation and restoration of Town services, maintain safety and fulfill the Town's responsibilities to its citizens. Employees will be compensated in accordance with these guidelines, established pay policies, collective bargaining agreements, and regulations.

RESPONSIBILITY

When the Town Commission, County Administrator, or Governor declares a state of emergency and/or the normal operations of the Town of Pembroke Park or a facility, whether in part or whole, wherein Town operation(s) is closed for regular business due to emergency circumstances including but not limited to natural hazards such as fire(s), hurricane(s), tornadoes, flood(s), and/or



man-made disasters such as bombs, hazardous material incidents, mass casualty incidents, the following guidelines will apply to all Town of Pembroke Park Departments and Employees.

PROCEDURES

1. Upon declaration of a local emergency, the Town Manager will notify Department Heads of the emergency declaration and Department Heads will see that their respective employees are notified as to the extent and scope of the declared emergency.
2. Despite suspension of government operations, employees may be required to be available to work either before, during, or immediately after an emergency occurs. Employees may be required to work flexible hours as required by the Town. Employees shall not assume they are not required to work based solely on any media or news reports regarding Town closings.
3. During an emergency or disaster event, employees may be assigned to perform their normal duties or they may be temporarily assigned to work at different job sites specific to an emergency event (i.e., working inside the Emergency Operations Center (EOC), Department Operating Centers (DOCs), a staging area or point of distribution, etc.). Efforts shall be made to assign employees to duties according to their respective knowledge, skills, abilities, and physical capabilities.
4. All Department Heads are responsible for training their employees and implementing their respective Departmental Disaster Preparedness Plans. Department Heads shall establish an emergency schedule and identify those positions required to work during the pre-emergency, emergency, and post-emergency phases. Additionally, each Department Head shall designate an alternate manager as a contact person should an emergency or disaster occur.
5. Employees will be notified of duty assignments either prior to an event, if practical, or when contact is made with the Department Head or designee. Those who do not have an assignment shall be placed on a standby list and are to report to a designated location identified by the Department Head or designee.

TOWN OF PEMBROKE PARK ALERTS EMERGENCY REGISTRATION SYSTEM

Addressing the needs of Town of Pembroke Park citizens must continue during an impending or declared local state of emergency and subsequent recovery period. To accomplish this, Town employees shall complete electronic alert(s) system registration within 30 days of employment. Every employee shall update electronic alert(s) system anytime pertinent information changes.

EMPLOYEE RESPONSIBILITIES

- Have a Plan: Employees should have an emergency preparedness plan to ensure their family is safe during an emergency. Employees should have at least 72 hours of supplies for each family member.



- Service Priority: Town operations to provide emergency services may supersede normal operations resulting in altering or suspending processing timeframes for personnel actions until the disaster recovery period has ended.
- Alternate Work Assignments: During the pre-disaster and disaster recovery periods, employees may perform duties other than the essential functions of their position. Depending on the needs of the Town, employees may work at different locations rather than their normal duty assignments.
- Pre-Assigned Employees: Many employees are assigned duties assisting with official Town disaster response/recovery efforts. These employees will report to their designated worksite when requested/directed to do so. Employees are to always keep their Town ID badge with them to aid law enforcement officials during curfews and re-entry.
- Contact with the Town: Regardless of an employee's disaster assignment, all employees must apprise themselves of the Town's and their department's operational status, maintain daily contact with their manager or other designated department representative, and provide the Town with up-to-date contact information for any temporary changes in address.
- Accurately report all hours worked and submit required timesheet and relevant forms in a timely manner to their manager for approval. Falsification of these records shall subject an employee to disciplinary actions, up to and including termination.
- All employees are required to report to work when regular Town/Department business and operations resume.

MANAGEMENT RESPONSIBILITIES

- Department Heads and Supervisors must confirm the safety and well-being of all Town of Pembroke Park Team members.
- Department Heads and managers shall ensure all employees are enrolled in the electronic alerts system and shall ensure accuracy of electronic alerts data on an annual basis.
- Approve all hours worked and verify information reported by the employee on required forms is accurate.
- Department Heads or designees must ensure that essential employees on duty receive sufficient sleep to avoid endangering their safety or the safety of others due to fatigue.

EMPLOYEE DISASTER WORK CLASSIFICATION TIERS

EMERGENCY RESPONSE & RECOVERY EMPLOYEE (ERR - TIER I):

Emergency Response & Recovery Employees are those employees with job classifications directly related to tactical response and recovery efforts within the community. Generally, this may include, but is not limited to Law Enforcement, Public Safety, Code Enforcement/Building, and Public Works.

Work assignments during disasters and work classification tiers assigned to an employee is determined by Town Manager and Department Heads. These employees will be required to assist in the Town's disaster response and recovery efforts, which includes assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.



Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

EMERGENCY OPERATIONS CENTER SUPPORT EMPLOYEE (EOC - TIER 2)

Emergency Operations Center (EOC) Support Employees are those specifically assigned through the Town Manager and Pembroke Park Office of Emergency Management and other authorized agencies to perform in one or more support functions outside their regular work duties.

Employees assigned to a leadership/support position within EOC or to specific roles as delineated within the Town's Comprehensive Emergency Management Plan (CEMP), Emergency Operations Plan, and Recovery Plan. These employees will be required to assist in the Town's disaster response efforts which may include assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

EOC Support employees must maintain contact accessibility with their supervisors and may be reassigned to an alternative operational supervisor for the duration of the disaster or emergency. EOC Support Employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

DEPARTMENT EMERGENCY ESSENTIAL (DEE-TIER 3)

Employees designated as Department Emergency Essential may be required to perform regular work functions during the pre-disaster, disaster, and post-disaster phases of an imminent or declared emergency. These employees may or may not be required to shelter during the storm. Examples of employees that would be assigned sheltering roles would include department personnel assigned to Department Operating Centers (DOCs) to coordinate department response and recovery efforts.

Employees in this tier may also be assigned to complete essential functions as designated in the department's Continuity of Operations Plan (COOP).

Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.



Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

ESSENTIAL READY RESERVE (RR-TIER 4)

Employees classified as Essential Non-Emergency may be directed not to report to their regular job assignment during the pre-disaster, disaster, and post-disaster phases of a locally declared state of emergency or disaster. They may work other assignments and activities as situations necessitate. Reassignment may include, but is not limited to support of the following:

- Town Staging Area(s)
- Point of Distribution Sites (POD' s)
- Food or Services Distribution Sites
- Sandbag Filling Stations
- Disaster Recovery Centers
- Emergency Operation Center

EMERGENCY MANAGEMENT COMPENSATION

Once an emergency has been declared in the Town of Pembroke Park and the Town Administrative Offices are closed, the following pay procedure shall be utilized:

1. All regular full-time, hourly or salaried employees, whose regular work schedule occurs during the Declared Emergency, who are instructed to not report to work or who are released from work will be paid their regular wages for all hours not worked during their regular work schedule.
2. All regular full-time hourly employees who work their regularly scheduled work period during a declared emergency and Town Administrative Offices are closed shall be paid their regular hourly wages at time and a half for any hour(s) worked during this period. Emergency on-call hourly personnel who report to work during an emergency situation (example: hurricane when Town Hall is closed, and non-essential employees are not required to work but are paid) will also be paid time and a half for all hours worked. This does not apply to emergency Public Works response to a water break, sewer leaks, or other work-related emergencies during the remainder of the year.
3. Unrepresented employees covered under this provision who physically work more than 40 hours in the workweek will be compensated at the rate of one and one-half times their normal hourly rate, in accordance with the Fair Labor Standards Act. Paid Administrative Leave hours shall not count as hours worked for the purpose of computing overtime.



4. Represented employees will be compensated in accordance with their respective collective bargaining agreement.
5. All regular full-time salaried employees shall be paid their regular salary for any hour(s) worked during the Declared Emergency. Additionally, such employees will be credited with one (1) hour of Administrative Leave time for each hour worked within their regularly scheduled work period up to a maximum of eight hours (8) hours during each twenty-four (24) hour period of the Declared Emergency. The maximum Administrative Leave time an employee will be eligible to receive per day will be determined by their regularly scheduled workday and shall not exceed forty (40) hours in a work week. Additionally, the twenty-four (24) hour period shall be defined as a day beginning at 12:00 midnight and ending on the next 24 hours at 11:59 p.m. This Administrative Leave credit shall not be provided to Senior Level Management positions (Department Heads, Division Managers, Assistant Directors, etc.).
6. Once administrative offices are reopened and other employees are called back to work, the Town Manager shall evaluate whether and how Administrative Leave time will be provided/credited to Senior Level Management employees that worked during the declared emergency. This will be evaluated on a case by case basis and shall take into consideration the number of hours worked by the employee during the declared emergency and the number of hours paid as Administrative Leave to other employees that did not work during the Preparation and Response phases of the emergency.
7. All regular full time hourly or salaried employees who are on prior approved leave and are not required to return to work shall be paid in accordance with the applicable leave policy.
8. All regular full or part time, hourly or salaried employees considered essential by their supervisor and required to report to work who call in sick, or take unscheduled leave during the period for which they were required to report to work, will be charged leave time, and may be required to submit a written certification from a health care provider substantiating the reason for absence.
9. All part-time/temporary/seasonal employees who do not report to work for any reason during a Declared Emergency will not receive any compensation for this time period. This includes not reporting to work when Town operations are officially closed.
10. All temporary/seasonal or regularly scheduled part-time employees who work during a Declared Emergency will receive their regular rate of pay for any hours worked during this time period.
11. No employee is eligible for call back pay during a Declared Emergency.
12. Members of collective bargaining units will receive wages and benefits in accordance with their respective collective bargaining agreement.



13. All other terms and conditions of employment as determined by a pertinent Collective Bargaining Agreement or Town Pay Policy shall remain in effect prior to, during and after the Declared Emergency.
14. The Town Manager reserves the right to consider unique pay situations as they arise throughout a Declared Emergency. In situations deemed appropriate by the Town Manager, adjustments to this Policy may be made.

DOCUMENTATION

Employees are required to document and report to management all hours worked during an emergency utilizing the time sheets designated for emergencies, as provided by the Finance Department.

Time should be recorded identifying hours worked with appropriate emergency coding as provided by the Finance Department.

It is each Department's responsibility to verify all hours worked. Since departments are responsible for all wages paid to Town employees during a disaster/disaster recovery period, departments shall carefully review hours submitted, including those for alternate work assignments. All hours reported shall be verified by the employee's supervisor and approved through the timecard approval process. A copy of the Disaster Daily Log, supporting disaster hours worked, must be forwarded to the Finance Department who is responsible for coordinating payment of all emergency-related hours worked.

All Departments must maintain accurate timekeeping records during disaster/disaster recovery periods for submittal to the Finance Department.

EVENTUALITIES NOT COVERED

Exceptions may be made for unique situations as they arise throughout a declared emergency, and eventualities not covered by these guidelines shall be decided on a case-by-case basis by the Town Manager or designee.

CLASSIFICATION AND COMPENSATION

Compensation and Benefit levels are tempered by the Town's ability to pay, overall financial condition, and general fiscal responsibility to the taxpayers, as well as an individual's performance on the job. The value of a position is established in the Town's Classification Plan.

CLASSIFICATION PLAN

The position classification structure is based upon a systematic internal job evaluation and an analysis of the external labor market, which shall occur at a minimum every five years.

A comprehensive job analysis is used to establish written job descriptions for all positions which serve as the basis for all internal and external evaluations and comparisons.

Each job description includes a title, a general statement of duties and responsibilities, a determination on whether or not the position is exempt from overtime pay, a listing of essential



job functions, a statement of required knowledge, skills, and abilities, and the physical demands of the position. These factors are used to determine classification and pay range for each position.

Job descriptions shall be reviewed annually to ensure they are up to date.

Pay Ranges shall be adjusted annually depending upon resources to reflect cost of living adjustments to the system and approved by the Town Commission.

Individual employee compensation, or placement in and progression through the respective pay range, is based upon time-on-the-job, performance, qualifications, experience, education level, and other job-related factors established by a comparative ratio to ensure pay based on objective standards.

Newly hired employees shall be paid within the pay range. Any salary proposition outside of the established compensation plan must be approved by the Town Commission.

WAGES

Merit Increases

Merit increases are evaluated during the annual budget preparation process and implemented effective the start of the new fiscal year. Merit increases must be budgeted and fall within the approved compensation plan. Merit increases may be issued outside of the annual process on a case by case basis if approved by the Town Manager and/or Town Commission depending on the reporting structure.

Merit increases shall be based on an annual performance evaluation process based on clearly established standards applied equally and consistently across all positions.

Merit increases may only be given when sufficiently documented through an annual performance evaluation reflecting performance above and beyond the duties required of the assigned position.

Merit increases and Cost of Living adjustments shall only be given on an annual bonus to avoid compression of the competitively established classification and compensation plan. The maximum salary increases for Merit based increase and Cost of Living adjustment is a combined 5%. Any salary increase based on Merit or performance exceeding 5% requires Town Commission approval.

Performance Evaluations

Semi-annually, employees shall be provided with a formal evaluation of their performance by their supervisors, which may be reviewed by the Town Manager and Town Commission, or its designee. A performance evaluation is an ongoing assessment process that assists employees and employers in reaching their goals by providing a formal opportunity to develop goals and objectives, to identify strengths, and to define training or improvement programs for areas requiring development. Completion of the performance evaluation form and discussion of noted ratings shall facilitate communication and an understanding of expectations while providing a history of employee progress and development.

The results of evaluations support various employment actions and decisions such as promotion, discipline, and compensation. Employees shall have an opportunity to meet with and discuss the results of their evaluation with their supervisor and submit additional comment or points of disagreement to be included within their personnel file. Employees who receive poor performance



ratings may be placed on a performance improvement plan and/or receive progressive discipline.

Cost of Living Increase

An annual cost of living raise may be applied to the minimum and maximum ranges of the pay plan and to every individual's salary if approved by the Town Commission during the annual budget process. The maximum combined salary increase for Merit and Cost of Living adjustment is 5% annually. Any salary increases exceeding 5% for Merit or performance requires Town Commission approval.

Overtime - Exempt Employees

Exempt employees, as defined by the Fair Labor Standards Act (FLSA) are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities.

Time off consideration for large amounts of additional hours may be provided with the Town Manager's prior approval and at the sole discretion of the Town Manager.

Overtime - Non-Exempt Employees

Non-Exempt employees, as defined by the Fair Labor Standards Act (FLSA), are subject to the overtime provisions of the Act. Depending on work needs not personal needs, Non-Exempt employees may be required to work overtime and are expected to work overtime upon request.

Non-exempt employees shall be compensated for overtime work at the rate of time and one-half (1.5) for all hours worked over forty (40) hours in a 7-day work week. For purposes of overtime calculation, time off (not working) with or without pay shall not be calculated as hours worked.

Compensation may be in the form of wages or compensatory time off. The Town reserves the right to substitute cash payments for accumulated compensatory time at its discretion. Similarly, employees may request that accrued compensatory time off be converted to monetary payment, which shall be made in the next applicable payroll.

Overtime including compensatory time may not be authorized by the Department Head and the Town Manager unless funds are provided for and adopted in the annual Town budget.

For non-exempt employees, overtime shall be scheduled in a manner most advantageous to the Town and consistent with the operational needs of the Town.

In some cases, at the Town's option, hours may be adjusted within a 40-hour work week to avoid overtime. Any adjustments and or overtime hours worked must be approved in advance by the employee's supervisor and must be based on work needs not personal needs.

Non-Exempt employees working overtime without prior approval shall be subject to disciplinary action.

Change in Status Pay

Promotion Pay shall be the minimum of the new pay grade or up to a 10% increase.

Temporary Reassignment to a higher pay grade and additional responsibility shall be the minimum of the new pay grade or current pay up to a 10% increase, whichever is greater. Upon return to



the former position, the pay shall return to the original pay amount. Any employee serving in an acting capacity in a higher position requires a formal Personnel Action form approved by the Town Manager. Vacant positions do not automatically designate a subordinate employee to an acting capacity.

Demotion Pay shall be calculated based on a comparative ratio formula (i.e. if employee is 50% of the way through current pay grade, the demoted salary shall be at the 50% level of the new pay grade.)

Any recommendation exceeding a 10% increase must be approved by the Town Commission.

PAY PERIODS AND DIRECT DEPOSIT

Pay periods for Town of Pembroke Park employees cover two weeks, beginning at 12:00 a.m. every other Monday. The pay period covers two seven-day work periods of 40 hours for regular employees. Paydays are every other Friday. When a payday falls on a holiday, employees shall be paid the day prior to the holiday.

All payroll payments are by direct deposit only.

TRAVEL REIMBURSEMENT AND ADVANCES

On occasion, employees may be required to travel on Town business or attend professional development and training functions as a part of the job. Employees must always be mindful that they are stewards of the public's trust and resources. Work-related travel must never be abused, treated as a "perk" or seen as opportunity to spend lavishly. The Town shall not cover expenses for spouses or other non-employees during Town travel, unless prior approval is received from the Town Manager. Travel on Town business, including professional development, must demonstrate respect for the public's trust and prudence with their resources.

Expenses related to professional conferences, seminars, technical meetings, trainings, or other professional development functions may be paid by the Town or reimbursed to the employee if the expense has been adopted in the budget. Requests for reimbursements that are not included in the budget require approval from the Town Manager.

Whenever possible, a Town vehicle should be used to travel for Town business and employees should carpool to limit travel expenses. Employees who are required to use their personal vehicle for work-related travel shall be reimbursed at the rate established by the IRS for up to 250 miles. Employees are to record the exact number of miles traveled, by most direct route, from the first place of business to the next. No reimbursement shall be made for travel between home and a normal place of business.

Employees shall be reimbursed for reasonable, actual meal expenses incurred in conjunction with a program or meeting that provides a primary benefit for, or serves the best interests of, the Town. Luxury meals, costs for alcohol, or excessive reimbursement claims shall not be reimbursed without approval of the Town Manager.

Employees shall be reimbursed for reasonable, actual lodging expenses when a full day's work must be performed a considerable distance from the Town, or under other appropriate circumstances with prior Town Manager approval. Luxury lodging or excessive claims shall not be



reimbursed.

Employees should avoid using unnecessary convenience services such as valet parking, in-room movies, laundry and room service. Only under specific circumstances where a reasonable need for such services is clearly demonstrated shall such items be reimbursed.

Employees submitting reimbursement requests for travel expenses, or those requiring a travel advance, should use the appropriate form and must submit all receipts.

PROFESSIONAL & SERVICE MEMBERSHIPS

The Town encourages department heads to take part in the activities of professional and service organizations and may pay the cost of certain job-related memberships to professional organizations, job-related trainings, seminars, conferences and related events that enhance the employee's job knowledge and performance.

The Town may pay the cost to become licensed or certified in a job-related field and may pay the cost to remain so qualified. Employer-paid memberships, training, licensing and certifications are subject to budgetary approval and require advance approval.

Any employee within the Town whose position requires a professional certification must keep such certification active and current. The employee must notify their supervisor in the event such certification is lost or lapses.

EDUCATIONAL ASSISTANCE AND TRAINING POLICY

Subject to sufficient funds in the budget and with prior approval of the Town Manager, employees may apply for reimbursement of tuition expenses incurred for training or college courses directly related to the employee's work. The Town Manager shall be the sole judge of whether a course or program is "directly related" to the employee's work. Any employee wishing to appeal a decision rendered by the Town Manager may present an appeal to the Town Commission.

Employees must obtain approval before enrolling in a course or program.

Employees may receive reimbursement for up to 100% percent of the tuition cost for training or college courses that they take on their own initiative depending on the Town budget and individual grades earned. The reimbursement must be repaid if the employee leaves employment within twenty-four months of receipt.

GRADING/REIMBURSEMENT SCALE

A (90-100)	100% reimbursement
B (80-89)	80% reimbursement
C (70-79)	60% reimbursement
D (69-60)	0% reimbursement
F (59 and below)	0% reimbursement

Courses that are deemed pass or fail will be subject to 100% reimbursement for passing grade and 0% reimbursement for failing grade.



CONFERENCE AND SEMINAR POLICY

Requests to attend a conference or seminar must be budgeted and approved by the Department Head and the Town Manager.

Employees training other employees will receive a premium for the hours of actual training up to a maximum of 10% of their annual salary only for hours actually conducting the training. This policy is not applicable to the trainee, only the trainer. In order to be eligible for this benefit, the training must be a formal group training for staff and is 100% subject to approval by the Town Manager.

BENEFITS

The Town of Pembroke Park provides full time regular employees with a wide range of benefits. The type of benefits and level of benefits provided is subject to change. The Town reserves the right to change provider networks, claims agents, and insurance mechanisms. At a minimum, the Town provides Health Insurance Policy and a Retirement Policy for full time regular employees.

Detailed descriptions of current benefits are outlined in the annual summary of benefits plan.

Benefits provided to these employees may include but are not limited to Dental Insurance

Prior to an offer of employment with the Town, prospective employees shall be given a list of the various benefits offered to full-time regular employees. Questions regarding any of the listed benefits shall be referred to the Town Manager. Employees are eligible for the health insurance on the 1st of the month following thirty (30) days of employment.

CONTINUATION OF BENEFITS (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and qualified beneficiaries the opportunity to continue, for a limited period, health insurance coverage under the Town's group health insurance plan when a "qualifying event" would normally result in the loss of coverage. Some common qualifying events are termination of employment (other than for gross misconduct), or death of an employee; a reduction in your hours; a divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee pays the full cost of coverage at the Town's group rates plus an administration fee.

SHORT TERM DISABILITY BENEFIT

The Town provides group short-term disability insurance to full-time employees allowing them to receive paid leave if they are, medically, unable to return to work for a short time. For more information regarding the plan and plan details, contact Human Resources.

UNEMPLOYMENT COMPENSATION

The Town participates in the State of Florida unemployment insurance program according to statutory guidelines. Terminated employees are advised to refer questions of benefit eligibility to the appropriate State office.



WORKERS COMPENSATION POLICY:

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income, and other compensation under the Florida Workers Compensation Act. Worker's Compensation Employees are responsible for immediately reporting any work-related injury, no matter how slight, to their supervisor. Supervisors must immediately report the incident to Human Resources for proper processing of the Workers Compensation claim.

SOCIAL SECURITY

Employees are covered by Social Security, a federally administered plan for supplemental old age retirements and survivor's insurance. Questions concerning Social Security benefits and coverage should be directed to any Social Security office.

TELECOMMUTING

Telecommuting allows employees to work at home, on the road or in a satellite location for a part of their workweek. The Town considers telecommuting to be a viable, flexible work benefit when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a Townwide benefit, and it in no way changes the terms and conditions of employment with the Town.

The telecommuting benefit may only be utilized by Department Directors. Any exceptions must be pre-approved by the Town Manager.

Any telecommuting requests must be sent in writing to the Town Manager for pre-approval with a specific reason for the request. Each request will be evaluated on a case by case basis. Employees on average may utilize a maximum of 2 telecommuting days per month. Any exceptions must be pre-approved by the Town Manager.

Individuals requesting formal telecommuting arrangements must be employed with the Town for a minimum of 6 months of continuous, regular employment and must have a satisfactory performance record.

The employee is required to follow the same work schedule, unless otherwise approved by the Town Manager and be available for all meetings and communication as needed.

Employees may utilize their Town issued equipment when telecommuting. If the employee does not have a Town-issued equipment, the employee may be authorized to utilize their home equipment and remote log in to their work computer. Equipment supplied by the organization is to be used for business purposes only.

The employee will establish an appropriate work environment within his or her home for work purposes. The Town will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary Town information accessible from their home office. Steps include the use of locked file cabinets



and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands.

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the Town's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the Town Manager. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

OTHER INFORMAL, SHORT-TERM ARRANGEMENTS MAY BE MADE FOR EMPLOYEES ON FAMILY OR MEDICAL LEAVE TO THE EXTENT PRACTICAL FOR THE EMPLOYEE AND THE ORGANIZATION AND WITH THE CONSENT OF THE EMPLOYEE'S HEALTH CARE PROVIDER, IF APPROPRIATE. PAID AND UNPAID LEAVE

HOLIDAYS

All regular hourly employees working a minimum of thirty (30) hours per work week and all salaried employees shall be granted leave with pay on the following holidays unless otherwise provided for in a collective bargaining agreement.

Sec. 19-26.

New Year's Day

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Day

One (1) Personal Day

All officers and employees not required by their department heads to work on such days shall be excused from work but shall be compensated for the day as if the officer or employee had performed his normal work schedule.

In order to qualify for holiday pay, the officer or employee must be present on his or her scheduled working days before and after the applicable holiday.



Officers or employees with an unexcused absence or unpaid leave time before or after a holiday shall not be eligible for holiday pay.

If an officer or employee is on authorized paid leave when a holiday occurs, that holiday shall not be charged against such officer's or employee's leave.

Effective June 19, 2021, the Town observes Juneteenth as a paid holiday. In 2021, employees may choose to observe the Juneteenth holiday as a floating holiday within the calendar year and expires on December 21st, 2021. Moving forward in 2022, Juneteenth will be observed on the actual holiday and treated as the other holidays listed above.

The floating holiday and personal holiday are use it or lose it. Employees must request the time off in the Paid Time Off Request system at least two (2) weeks in advance. Approval is subject to the Department Head's discretion based on the number of employees absent that day to ensure the department is operational and properly staffed.

Employees are eligible to use floating holidays and personal days after six (6) months of employment. Employees are eligible for paid time off on the remaining holidays listed above from their employment start date.

VACATION/ANNUAL LEAVE

Accrual Rate

Number of Months of Continuous Employment	Number of Hours Per Year
0 to 48	80.00
48 to 120	120.00
120 or more	160.00

No officer or employee shall be entitled to utilize accrued vacation time until such officer or employee shall have completed six (6) months service with the Town.

No vacation time shall be granted in advance of accrual thereof.

All vacation schedules shall be determined by the department heads giving recognition to the seniority of officers or employees in the determination of when vacation time shall be granted.

An officer or employee may use accrued vacation time for sick leave provided such officer or employee has used all existing accrued sick leave time.

An officer or employee may divide his or her vacation time as is desired with the prior approval of such officer's or employee's supervisor. Employees will use whole hours, partial hours, or full days for any PTO request.

Annual leave shall be requested in advance using the appropriate form and submitted to the department head who shall have the right to determine if the work schedule permits the absence of the employee during the requested period. Vacation leave may be denied when department operations are hindered due to staff scheduling, workload assignments or a legitimate emergency exists.



Upon reasonable notice to the employee a department head may require an employee to use annual leave.

Accumulation of Annual Leave Credits

Earned leave not used during the calendar year in which it is eligible to be taken may be carried over or accumulated to the following calendar year. Employees with accrued vacation leave in excess of eighty (80) hours and who have utilized at least eight (80) hours of leave time during the fiscal year, may be allowed to make an election during one month of the year (to be determined by the Town Manager or designee) to sell the excess vacation leave time back to the Town, subject to available funds, at the discretion of the Town Manager or designee. An employee may request the Town Manager or designee to provide an extension of those hours above the amount set forth herein for a period not to exceed twelve months. All time sold will be deduction from the vacation time accumulation.

Upon the effective date of termination of employment with the Town an employee shall be entitled to a lump sum payment for earned and unused annual leave not to exceed 400 hours. The effective date of termination shall be the last day worked.

SICK LEAVE

Accrual Rate

All full-time employees of the Town shall accrue sick leave time at the equivalent rate of one day (8 hours) for each full month of continuous service. Full month means a full calendar month starting on the first day of the month.

Rules

Sick leave is intended to be used for personal illness, injury or quarantine due to exposure to contagious disease for the employee. Sick leave may also be used for medical or health treatment which cannot be arranged outside of working hours. Sick leave may be used for illness or death in the immediate family. Immediate family is defined as the spouse, grandparents, brothers, sisters, children, and grandchildren of both the employee and the spouse. Sick leave may also be used for reasons of pregnancy and maternity. Employees shall be entitled to utilize accrued sick time immediately upon their employment start date. Any sick time off taken without accrued sick leave will be unpaid. Employees may be subject to disciplinary action for abuse of sick leave.

Conversion to Special Vacation Time

Employees shall be entitled to convert one-fourth (1/4) of each year's accrued, but unused, sick leave time to special vacation time. Such special vacation must be used during the calendar year following the one in which it was accrued. Conversion must be requested within the first two (2) weeks of a calendar year or it shall be disallowed. Thereafter, it shall be disallowed (if the conversion privileges of this paragraph have been exercised) and the credits shall revert to the employee's sick leave balance.

Payment for Accumulated Sick Leave



Every employee or beneficiary in the event of death, upon termination for whatever reason shall be entitled to receive payment for accrued sick leave. Such payment is limited to a maximum of five hundred dollars (\$500.00).

Use and Restrictions

Any officer or employee who shall utilize three (3) or more days of sick leave on a continuous basis shall submit to his department head a doctor's certificate as to the illness or injury for which sick leave was utilized.

The Town shall have the right to require a doctor's certificate for any officer or employee reporting in as sick, as well as the right to visit the place of confinement of the sick or ill officer or employee.

If an officer or employee repeatedly utilizes sick leave, the Town shall have the right at the Town's expense to require such officer or employee to submit to a physical examination by a doctor selected by the Town to determine if such officer or employee is physically fit for continued employment by the Town.

Employees are required to notify their immediate supervisor on the first day of sick leave not later than thirty (30) minutes before the shift of which they are employed is scheduled to report for duty. This shall be followed for each day the employee is unable to work unless prior approval is given by the department head. Failure to comply may result in the absence being charged as leave without pay.

In the event an employee repeatedly uses sick leave or is on leave for an extended duration, the Town shall have the right at Town expense to require the employee to submit to a physical examination by a physician designated by the Town to determine if the employee is physically fit for continued employment.

Job Injury Workers Compensation and Use of Sick Leave

Employees who are eligible to receive workers' compensation (including temporary employees) are entitled to work-related injury leave with full pay for up to five scheduled workdays (40 hours or normal number of hours scheduled in a week). This leave, for illness or injury arising out of and in the course of employment, is not charged to vacation leave or sick leave.

Absence from work of five days or more due to a work-related injury shall reduce the 12 weeks of eligibility for family/medical leave.

Employees receiving workers' compensation for job-related injuries or disease may use sick and/or vacation leave to supplement the payment up to, but not to exceed, their regular rate of pay.

After all sick and vacation leave has been exhausted, employees are not entitled to leave or pay benefits other than workers' compensation. Employees may be put into a leave without pay status during this time without adjustment in the service date.

For a regular employee disabled with a work-related injury, a position shall be held open if the department can function with the vacant position. At some point (not later than one year after the date of injury) the employee, if unable to return to work, shall be separated from Town employment. If during the one-year period following the injury the separated employee is released by the attending physician for any kind of work duty, the employee shall be entitled to benefits



under the reduction-in-force policy.

JURY DUTY

An employee required to render jury service shall be entitled to be absent from work during that service and shall be paid the difference between any payment received for jury duty and the employee's regular salary.

BEREAVEMENT/FUNERAL LEAVE

Leave may be granted by an employee's immediate supervisor without loss of pay for death in the immediate family. Up to three (3) business days or twenty-four (24) hours of pay shall be allowed an employee to attend a funeral within an immediate family. Immediate family shall include spouse, domestic partner, mother, father, children, brother, sister, grandparents, in-laws, stepchildren, grandchildren, aunt, uncle, first cousin, or anyone living in the employee's household. Employees are required to submit proof of death within 2 weeks of the bereavement leave. Proof includes a death certificate or other documents confirming the date of the death or the date of the funeral/burial/viewing service. Photographs are **not** acceptable supporting documents.

FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 (FMLA), an employee may be eligible to request and receive an unpaid leave of absence as outlined below.

Eligibility

All regular full-time or part-time employees who have worked for the Town for at least twelve months and for at least 1,250 hours during the twelve months preceding the start of the leave shall be eligible for leave under this policy.

Conditions of Leave

Leave may be taken only for the following reasons:

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a twelve-month period for:

- the birth of a child and to care for the newborn child within one year of birth.
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
- to care for the employee's spouse, child, or parent who has a serious health condition.
- a serious health condition that makes the employee unable to perform the essential functions of the employee's job.
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or



parent is a covered military member on “covered active duty;” or

- Twenty-six workweeks of leave during a single twelve-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member’s spouse, son, daughter, parent, or next of kin (military caregiver leave).

If medically necessary for a serious health condition of the employee or spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Town may require an employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence, provided the position has equivalent pay and benefits.

Any leave granted due solely to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the Town and must be completed within twelve months of the qualifying event.

Spouses who are both employed by the Town are entitled to a combined total of twelve weeks (rather than twelve weeks each) for the birth or adoption of a child.

Any accrued vacation/PTO/sick leave, as applicable, must be taken concurrently as part of the twelve weeks of leave requested.

In determining eligibility, the twelve-month period shall be calculated by using a rolling 12- month period measured backward from the first day of the new leave period the employee is requesting. Any requests for FMLA extensions may be granted at the sole discretion of the Town Manager.

Notification Requirements

When need for leave is foreseeable, such as the birth, adoption or placement of a child, or planned medical treatment, the employee must provide thirty days’ notice to an immediate supervisor and must make efforts to schedule leave so as not to disrupt Town operations. If the need for leave is not foreseeable, notice must be given as soon as practicable, generally within one or two days of learning of the need for leave.

Request Procedures

All requests for family and medical leave should be made by contacting the Human Resource department. If possible, the request should be made thirty (30) days in advance of the effective date of the leave. The Human Resource department shall ask for the following information:

- The date FMLA leave shall begin.
- The probable/approximate duration of the leave; and
- The qualifying reason for the leave.

The employee shall be sent a packet indicating initial eligibility with instructions to complete the Certification of Physician or Practitioner form and return the form to the Human Resource department where final approval shall be determined.

If the employee takes leave without previously advising the Town of the medical or family reasons for leave and desires that leave be counted as FMLA leave, the employee must notify an immediate supervisor within two business days of returning to work that the leave was for an FMLA reason.



Status of Employee Benefits During Leave

Employee health insurance benefits shall be maintained as if the employee were actively working, but at the employee's expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Basic life insurance benefits shall continue at no additional cost to the employee. Optional life insurance and personal accident insurance (if applicable) may be continued at the employee's expense.

Benefit accruals, such as vacation, sick leave, or holiday benefits, shall be suspended during the unpaid leave and shall resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the Town with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee shall be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the Town shall assume that the employee has resigned.

MILITARY LEAVE

A military leave of absence shall be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees shall be paid full pay for the first thirty days of military leave in accordance with Chapter 115, Florida Statutes. After the first thirty days of military service and upon presentation of satisfactory military pay verification data, employees shall be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

Employees are entitled to up to 240 hours (annually) paid administrative leave for reserve or guard training in accordance with Section 115.07, Florida Statutes.

Continuation of health insurance benefits is available as required by Florida law and USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Leave benefits shall continue to accrue during a military leave of absence.

Employees on military leave for up to thirty days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.



An employee returning from military leave shall be placed in a position otherwise attained had employment continued or a comparable position depending on the length of military service in accordance with USERRA. The employee shall be treated as though employment were continuous for purposes of determining benefits based on length of service.

Contact the Human Resource department for more information or questions about military leave.

DOMESTIC AND SEXUAL VIOLENCE LEAVE OF ABSENCE

In accordance with Florida Statutes, Section 741.313, any employee employed by the Town for three (3) or more months may request and take up to three (3) working days of leave from work in any 12-month period if the employee or a family or household member is the victim of domestic violence or sexual violence. The leave may be paid or unpaid, but an employee must use all applicable paid annual, personal, sick, and/or other applicable paid leave prior to being eligible for unpaid leave.

An employee seeking domestic or sexual violence leave must provide the Town with written notice of his or her request for leave as far in advance of the desired leave as possible. The request should be submitted to the Human Resource Department. If the need for leave is not foreseeable, the employee must provide notice (verbal or written) as soon as is practicable under the facts and circumstances of the case and in accordance with his or her department's procedures for unforeseeable absences.

A request for domestic violence or sexual violence leave must be supported by certification issued by an authorized person such as a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center or domestic violence shelter. The certification will be sufficient if it indicates that the employee is being subjected to domestic or repeat violence, or sexual violence, and needs time off to attend to one of the matters.

To the extent possible, information regarding the employee's request for leave under this policy will be kept confidential.

If the employee took leave to obtain or receive medical and/or dental assistance for him/herself, the employee must provide a fitness for duty certification from the employee's health care provider in order to return to work. The Town will specify the information that must be provided on the fitness for duty certification. The employee must pay the cost of obtaining the fitness for duty certification and the employee is not entitled to be paid for the time or travel costs spent to obtain the certification. If the employee fails to provide such a certification before the leave ends, the Town may delay the employee's restoration to employment until the fitness for duty certification is provided to the Town. If the employee never produces the certification, the employee may be terminated from employment.

The taking of leave will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

Upon his or her return to work from a domestic or sexual violence leave, the employee shall be entitled to: restoration to the position of employment held by the employee when leave



commenced; or restoration to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. However, an employee taking domestic violence leave for three (3) days or less will be restored to the same position held by the employee at the time leave commenced.

An employee on domestic or sexual violence leave must periodically report to the Human Resources Department on the status and intention of the employee to return to work.

The Town prohibits discrimination or retaliation against any employee for exercising his or her rights under this policy. If an employee believes that he or she is being retaliated against, the employee must report the retaliation to the Human Resources Department.

DEFINITIONS

Domestic violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.

Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Sexual violence means sexual violence, as defined in Florida Statutes § 784.046, or any crime the underlying factual basis of which has been found by a court to include an act of sexual violence. Florida Statutes § 784.046 defines “sexual violence” to mean any one incident of: (1) sexual battery; (2) a lewd or lascivious act, committed upon or in the presence of a person younger than 16 years of age; (3) luring or enticing a child; (4) sexual performance by a child; or (5) any other forcible felony wherein a sexual act is committed or attempted, regardless of whether criminal charges based on the incident were filed, reduced, or dismissed by the State Attorney.

UNPAID LEAVE/LEAVE WITHOUT PAY-

Any regular employee who has been employed with the Town for a period of twelve (12) continuous months may be granted a leave of absence without pay for a period not to exceed twelve (12) weeks. Failure to return to work at the end of the leave without pay, may be grounds for termination.

In no instances shall an employee be granted a leave without pay until all accumulated paid leave is used.

The reason for such leave shall be attributable to an extraordinary condition not directly covered by the provisions of the Family and Medical Leave Policy.

Requests for leave without pay must be submitted in writing and approved by the Town Manager.



No annual or sick leave shall be accrued while an employee is on leave without pay.

Employee health and life insurance benefits may be maintained as if the employee were actively working, but at the employee's expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Employees who qualify for a leave without pay shall initiate a request for such leave by sending a written request to their immediate supervisor. Such request shall be made not less than two (2) weeks prior to the requested leave date unless it is an unforeseeable emergency. Such request shall include the purpose of the leave and an estimate of the amount of time needed for such leave. The leave approval is 100% subject to discretion by the Town Manager.

LEAVE DONATION POLICY

The Town recognizes that employees may have a family medical emergency or be affected by a major disaster, resulting in need for additional time off in excess of their available paid time off accruals. To address this need, all eligible employees will be allowed to donate accrued sick or personal leave hours from their unused balance to their co-workers in need of additional paid time off. This policy is strictly voluntary.

- Employees must be employed with the Town for a minimum of one (1) year to donate and/or receive donated sick/personal time.
- Recipient identity will not be disclosed to the donating employees.
- Employees may not donate more than fifty percent (50%) of their current balance.
- Employees cannot borrow against future sick/personal time to donate.
- Employees who receive donated sick/personal time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

Nothing in this policy will be construed to limit or extend the maximum allowable absence under FMLA.

SEPARATION FROM EMPLOYMENT

VOLUNTARY TERMINATION

Voluntary Terminations are initiated by the employee and include

1. Resignation – voluntary employment termination initiated by an employee.
2. Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Notice Required for Voluntary Terminations



1. All regular full-time and part-time employees are requested to give a minimum of two (2) weeks' notice, in writing, prior to leaving Town employment in order to resign in good standing.
2. Department heads and other management personnel are requested to give a minimum of thirty (30) days' notice in order to allow for adequate replacement in order to resign in good standing.
3. In the case of retirement, it is recommended that an employee provide the Town with as much notice as possible; a minimum of 6 weeks is requested. This advance notice shall ensure that retirement issues are satisfactorily addressed prior to the actual date of retirement.

DISCHARGE/INVOLUNTARY TERMINATION

Discharge is an involuntary employment termination initiated by the organization generally for cause.

LAYOFF AND RECALL

If the Town determines that a reduction in staff or "layoff" is necessary, affected employees shall be notified of the effective date, pertinent benefits information and possibility of recall, if any as soon as it is practical.

All layoffs and recalls of positions shall be based upon the Town's operational needs, financial position and the employee's employment history, performance and job-related qualifications and abilities as determined by the Town. Seniority may also be considered in making non-union layoff and recall determinations.

IMPACT ON BENEFITS

Employee benefits shall be affected by employment termination as follows. All accrued, vested benefits that are due and payable at termination shall be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee shall be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

EXIT INTERVIEW

In the event of separation, voluntary or involuntary, the employee is encouraged to engage in an exit interview with the Human Resource department.

All employees who resign in "good standing" must take part in exit interviews to be eligible for rehire. The exit interview is on the clock and the employee shall be paid for participating.

RETURN OF PROPERTY

An employee separating from employment with the Town shall return all Town-owned equipment, uniforms, property, Town identification badges, and all building and equipment keys before picking up a final paycheck. The Town may not and shall not withhold earnings for failure to return



property but shall take appropriate action including legal prosecution for any Town-owned items that are not returned by a separating employee.

DISCIPLINARY ACTION

It is the intention of the Town to utilize disciplinary action in a constructive manner to motivate the employee toward proper conduct in the future. Situations of a minor nature are expected to be handled informally by the employee's immediate supervisor and may result in a verbal warning which may be documented and retained in the employee's personnel file.

Formal disciplinary action shall be administered by the Department Head in coordination with the Town Manager.

Suspensions and discharge are officially administered by the Town Manager. Department Heads may submit or be requested to submit recommendation for suspension or discharge to the Town manager for review.

Disciplinary actions may include any or all the following, which are not necessarily administered in order, nor are all types of disciplinary action required prior to discharge. The Town may immediately discharge an employee.

1. Verbal Reprimand is a verbal notice to an employee that his/her behavior or performance must be improved or corrected. A written record of the oral reprimand shall be placed in the employee's personnel file and a copy provided to the employee.
2. Written Reprimand is a written notice to an employee that his/her behavior or performance must be improved or corrected. Written reprimands shall be placed in the employee's personnel file and furnished to the employee.
3. Suspension is the temporary removal of an employee from duty, with or without pay. Suspensions shall vary in length depending upon the seriousness of the offense or frequency of occurrence. Suspensions shall be documented and placed in the employee's personnel file.
4. Discharge (also may be referred to as Dismissal or Involuntary Termination) is the removal of an employee from the employ of the Town.

Employees may submit written explanations or responses to disciplinary actions to their personnel file. In some cases, particularly discharge, an employee may have certain additional due process rights.

PERFORMANCE IMPROVEMENT PLAN (PIP)

In efforts to rectify disciplinary action, an employee may be placed on a performance improvement plan (PIP). The purpose of this plan is to provide the employee the opportunity to correct performance and behaviors in the workplace. Employees on a PIP will be evaluated periodically by the department manager in efforts to measure progress.

A staff member whose performance, attendance, or conduct does not meet the Town's standards will receive a written warning/counseling and will be provided a clarification of expectations along with a 90-day time period to demonstrate improvement. The manager placing the employee on a PIP is required to document the meeting by outlining the topics discussed during the meeting,



goals for improvement, and activities which the employee must complete with a corresponding timeframe.

If the deficiencies are not corrected during the allotted time, termination procedures should be followed.

If staff member's performance, attendance, or conduct improve, the employee will have successfully completed the PIP and no further disciplinary action shall be taken.

CAUSES FOR DEMOTION, SUSPENSION OR DISMISSAL

A permanent employee may be demoted, suspended, or dismissed when, in the judgment of the department head the employee's work or misconduct so warrants. When the department head takes such action, he or she shall file a written notification with the Town Manager and the Human Resource department containing a statement of reasons for the action. The employee shall be notified of the effective date of the action. Employees may be demoted, dismissed, or suspended without pay for violation of these rules which include, but are not limited to, the following:

1. Violation of town and/or personnel policies, procedures or rules.
2. Incompetency or inefficiency in the performance of assigned duties.
3. Offensiveness or unequal conduct or treatment toward fellow employees or the public.
4. Violation of any lawful official regulation, or order, or failure to obey any lawful and reasonable direction given by a supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in lower morale in the organization or result in a loss, inconvenience, or injury to the Town's service or to the public.
5. Solicitation or taking for personal use a fee, gift, or other valuable thing in the course of work, or in connection with it, when such fee, gift, or other valuable thing solicited or given might be construed to be a means of receiving a favor or obtaining better treatment than that accorded other persons either on a present or future basis.
6. Failure to pay or make reasonable provisions for payment of just debts owed the Town in a timely manner.
7. Conviction of a felony or other serious crime.
8. Inattention to duty, tardiness to excess, laziness, carelessness, and unnecessary breakage or loss of property.
9. Absence from work for three (3) business days in a row without proper notification to immediate supervisor as required by the personnel policies and procedures.
10. The employee has been subject to an excessive number of accidents, resulting in personal injury, injury to others, and/or Town property.
11. The employee has been guilty of attempting to use political influence in securing or attaining a position or salary increase. Soliciting elected officials to intercede for or attempt to influence officers or supervisory employees in personnel matters shall be construed as violations of these rules.



12. Dishonesty in connection with assigned duties and responsibilities as an employee of the Town.
13. Immorality or lack of integrity in connection with assigned duties and responsibilities as an employee of the Town.
14. Excessive absenteeism and/or abuse of time off.
15. Violation of departmental rules.
16. Willful violation of any safety rule or practice.
17. Guilty of conduct unbecoming of an employee of the Town's service whether on duty, or off.
18. Intoxication while on duty, or use of alcoholic beverages, or any form of intoxicants, or narcotics, except such drugs as are being used upon the advice and prescription of a physician, during working hours.

None of the foregoing shall be deemed to prevent the demotion, dismissal, or suspension of an employee for any reason which is justifiable, even though such cause is not among those enumerated, provided, however, that an employee shall have the right of appeal. Any action taken against an employee for violation of these rules shall take into consideration the employee's service record.

EMPLOYEE ARREST OF CHARGE

POLICY

As a condition of employment with the Town of Pembroke Park, employees are required to notify their immediate supervisors, no later than the next working day, when an employee has been arrested or when information has been filed by a prosecuting official against him/her for an offense or violation of law and/or when the employee is indicted by a Grand Jury. This shall include, but not be limited to violation of probation, promise/notice to appear, injunction for any prohibited violent or threatening behavior, or moving traffic violations. Failure to notify shall result in appropriate disciplinary action, including termination of employment.

Under no circumstances may the employee report for duty without prior consent from the Human Resources Director following an arrest/indictment, promise to appear, or conviction.

PROCEDURE

The Town will conduct its own independent investigation taking into consideration the employee's testimony and will review any police report or other available documents. The Town will evaluate each arrest/indictment on a case by case basis taking into consideration multiple factors including:

- The nature and severity of the alleged incident or crime,
- The totality of circumstances surrounding the incident,
- The employee's job responsibilities, job location, and potential interaction with employees and the public,



- Employment record of the employee (e.g., performance, length of service, etc.)
- Circumstances that adversely affect the staff member's attendance,
- The future potential for conflict that may arise,
- Any other factors the Town, in its sole discretion, deems relevant.

If the employee pleads nolo contendere or guilty, enters into a plea agreement including pre-trial intervention or is tried and found guilty of any felonious charge and/or crime involving dishonesty or moral turpitude, the employee may be immediately terminated from Town of Pembroke Park employment. In the event such person is tried and acquitted, or the information or indictment is dismissed or quashed, the Town Manager will review his/her employment status to determine whether reinstatement or continuing employment is appropriate.

Employees arrested or indicted by a Grand Jury or on whom information has been filed by a prosecuting official for a felonious offense, a crime involving dishonesty or moral turpitude, or a charge that could be related to their work, may be placed on Administrative Leave with or without pay with approval of the Town Manager.

If an incident or charge is directly work related, or the offense is of a serious nature, nothing shall preclude the Town from initiating disciplinary action independent of any judicial hearing or proceeding.

Employees are also required to notify the Human Resources Director of the outcome of all criminal drug statute or alcohol related criminal charges on the next business day after any change in status, including the notification of a conviction, a plea of guilty, an adjudication of guilt, a plea of nolo contendere, an adjudication withheld, an acquittal or a dismissal of the charges. A failure to report a drug or alcohol conviction to the Town within the applicable time periods will result in immediate termination of the employee, unless good cause exists for the employee's failure to report the conviction to the Town

EMPLOYEE PROCEDURAL RIGHTS

INVOLUNTARY TERMINATION AND PROCEDURAL RIGHTS

The Town Manager, Divisional Directors, and Chartered Positions serve at the pleasure of the Town Commission. All other employees shall be terminated by the Town Manager.

Terminated employees have certain due process rights prior to discharge or other adverse employment decisions if they have a liberty or property interest that is affected by the adverse employment action.

Where an employment decision could be stigmatizing to the employee, and the Town intends to place a record of the action in the employee's personnel file (which makes it potentially subject to public disclosure) or if the action would foreclose a definite range of future employment opportunities, an employee shall be provided notice of the action and an opportunity to respond prior to the employment action.

Stigmatizing reasons for discipline or discharge may include dishonesty, immorality, moral turpitude, criminality, racism, harassment, falsifying forms, drug use, engaging in prostitution, use



of position to obtain kickbacks or other privileges, or other charges impugning the employee's moral character.

Charges of incompetence, negligence, poor attendance, insubordination, failure to meet performance standards, failure to submit required forms or documentation and related performance-based criteria have typically been held to be insufficiently stigmatizing to trigger a liberty interest.

In cases where public disclosure of stigmatizing information is possible, the employee shall receive oral or written notice of the charges, an explanation of the evidence and an opportunity to respond and clear his/her name prior to the decision being finalized and documented in the personnel file. The employee shall direct their response to the Town Manager, who may consult with the Town Attorney, Mayor and/or Commission as needed.

This process is a procedural protection and in no way limits the Town's at-will employment status. The findings of the Town Manager are final, shall be stated in writing and provided to the employee as well as documented within the personnel file.

RIGHT OF APPEAL

Any permanent employee who is discharged may appeal such action in writing to the Town Manager within fifteen (15) business days after such action is taken. As promptly as possible, the employee shall be granted a hearing by the Town Manager and the department head concerned, at which time the employee and immediate supervisor may present relevant evidence regarding the action and the reasons, therefore. When the disciplinary action is personally initiated by the Town Manager, the hearing shall be conducted by the Town Commission. During any investigation or hearing, the Town Manager, or the Town Commission may direct any employee to attend and give testimony. Probationary employees who are terminated during the probation period are not permitted the right of appeal.

Any permanent employee who is demoted or suspended may appeal such action by filing a written grievance in keeping with the Town's grievance procedures. Any such grievance shall be filed within fifteen (15) working days from the date of action against the employee.

GRIEVANCE PROCEDURES

The Town intends to provide a constructive, positive work environment in which employees are empowered to contribute to the continuous improvement in the operations and services provided by the Town. To this end a formal grievance procedure is available to help resolve complaints of employees who believe they are not receiving fair treatment in the workplace.

STEP 1: Verbal Communication with Supervisor

Employees are encouraged to share their suggestions, as well as discuss any complaints or issues that may arise related to their employment and work environment with their immediate supervisor within five (5) working days from the time of the occurrence. The supervisor shall provide a verbal response to the complaint within five (5) working days of the discussion with the employee.

STEP 2: Written Communication with Department Head



Should an employee not find adequate resolution through verbal discussion with their immediate supervisor, the employee shall respond in writing to the employee's department head within five (5) working days from the oral response in Step 1.

The employee shall submit a written grievance to their department head which must include:

- ✓ Date of incident,
- ✓ Description of incident,
- ✓ Summary of previous discussion(s) with supervisor regarding the incident,
- ✓ Desired resolution, and
- ✓ Employee's printed name, signature and date of submission.

The department head shall provide a written response to the employee within five (5) working days of the receipt of the grievance.

STEP 3: Written Communication with Town Manager

If the grievance is not resolved in the first two steps, the employee may request a meeting with the Town Manager. This request must be in writing, dated and submitted within five (5) working days after receiving the response from Step 2. The department head shall be copied on the request.

The meeting with the Town Manager and the employee shall occur within ten (10) working days of receipt of the request to meet, or on a date mutually convenient for all parties. At the Manager's discretion this meeting may include the department head and/or supervisor, and/or other Town representatives as appropriate. At the employee's option, the meeting may include a fellow employee or other representative.

The Town Manager, or designated representative, shall provide a written response to the employee within ten working days of the meeting. The Town Manager's response to the grievance is final.



WORK RULES AND CODE OF CONDUCT

The workplace brings together many different types of people whose unique perspectives and individual skills and talents add tremendous value to the Town of Pembroke Park. All employees, officers, and volunteers, at every level within the organization, are expected to treat each other as respected and valuable colleagues. Employees are required to engage respectfully with elected or appointed officials in all forms of communication, both verbal and written.

CODE OF ETHICS

Employees and officials of the Town of Pembroke Park are bound by the both the State of Florida and the Town's Code of Ethics.

FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES

Chapter 112 (Part III) of the Florida Statutes and the "Code of Ethics for Public Officers and Employees" which states in part, that "no officer or employee of a state agency or of a county, city or other political subdivision of the state shall have any interest, financial or otherwise, direct or indirect, engage in any business transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his duties in the public interest."

All Town employees shall be furnished with a copy of Florida Statutes Chapter 112 (Part III) during their orientation. All employees are required to review the Statute along with the employment Rules and Regulations for their respective department. This information shall serve as a guide for employee conduct while in the employ of the Town.

PEMBROKE PARK EMPLOYEE CODE OF ETHICS

Article IX, Chapter 2, 260 of the Town Code states, "Employees of the Town hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official duties. Further, Town employees must act in a manner that promotes public trust and confidence in government with complete transparency and honesty in their services and must avoid even the appearance or perception of impropriety. The Town Commission recognizes that, in the furtherance of these fundamental principles, there is a need for clear and reasonable standards of ethical conduct. This Pembroke Park Employee Code of Ethics establishes those standards." The following sections provide the expected code of conduct employees of the Town shall follow.

Gifts

Town employees shall not solicit or accept any gift, regardless of value, in their official capacity as employees, nor shall they solicit or accept any gift in either an official or personal capacity that may be reasonably perceived to be given to encourage or discourage them from taking any action in connection with their Town employment.

Lobbying

Town employees should avoid even the appearance of impropriety in their interaction and dealings with lobbyists registered with the Town and in their interaction and dealings with Town vendors and prospective vendors.



To promote full and complete transparency, lobbyists, Town vendors, and prospective vendors who intend to meet or otherwise communicate with a Town employee, either at such employee's office or elsewhere on Town government premises, for the purpose of influencing a decision to be made by the Town Commission, a decision to be made by any decision-making body under the jurisdiction of the Town Commission, or a final procurement decision to be made by a Town employee, must complete a contact log as prepared and maintained by the Town Manager. This contact log shall be completed for each individual Town employee with whom the lobbyist, Town vendor, or prospective vendor intends to meet or communicate. The contact log shall be legibly completed contemporaneously with the meeting and shall be available for public inspection in a database designated by the Town Manager.

To further promote full and complete transparency, a Town employee shall disclose any meeting outside of his or her Town office, any telephonic discussion, or electronic communication with a registered lobbyist, Town vendor or prospective vendor, during or in which meeting, discussion or other communication the lobbyist, Town vendor, or prospective vendor seeks to influence a decision to be made by the Town Commission, decision to be made by any decision-making body of the Town, or a final procurement decision to be made by a Town employee.

A Town employee is prohibited from lobbying on behalf of an outside principal or employer for compensation, Town Commissioners, members of any Town Selection/Evaluation committee, or the governmental unit in which he or she is employed. Lobbying does not include providing information, advice or recommendations to any Town Commissioner or member of a Selection/Evaluation committee in furtherance of the employee's job responsibilities. Except as stated in this paragraph, Town employees may engage in lobbying activities provided such activities would not be inconsistent with their public duties or the provisions of Chapter 112, Florida Statutes.

Outside Employment

For purposes of this section, other employment means any compensated employment performed by a Town employee aside from his or her employment with the Town, including any part-time employment, self-employment, or consultant-related employment. Town employees may engage in other employment provided:

1. The other employment will not be inconsistent with the employee's public duties or the provisions of Chapter 112, Florida Statutes; or
2. The individual or business entity for whom the Town employee will engage in other employment is not a vendor under contract with Town or a prospective vendor seeking to do business with Town.

Prohibition on Use of Town Position for Personal or Private Gain

No Town employee shall use his or her municipal position or powers and duties to secure a financial benefit for himself or herself, an immediate family member or any private organization in which he or she is deemed to have an interest.

Future Employment

No Town employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion



pending before the Town employee, either individually or as a member of a Town Committee, while the matter is pending or within the 30 days following final disposition of the matter.

Use of Town Resources

Town resources shall be used solely for lawful Town purposes. Town resources include, but are not limited to, Town personnel, and the Town's money, vehicles, equipment, materials, supplies or other property.

No Town employee may use or permit the use of Town resources for personal or private purposes, but this provision shall not be construed as prohibiting:

1. Any use of Town resources authorized by law or Town policy.
2. The use of Town resources for personal or private purposes when provided to a Town officer or employee as part of his or her compensation; or
3. The occasional and incidental use during the business day of Town telephones and computers for necessary personal matters such as family care and changes in work schedule.

Nepotism

No Town employee or consultant may participate in any decision specifically to appoint, hire, promote, discipline or discharge an family member for any position at, for, or within the Town.

Political Solicitations

No Town employee shall directly or indirectly compel or induce a subordinate employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.

No Town employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining or in any manner changing the official rank, status or compensation of any Town employee, or an applicant for a position as a Town employee, on the basis of the giving or withholding or neglecting to make any contributions in money or service or any other valuable thing for any political purpose.

Elected Public Office

A Town employee seeking elected public office is not permitted to engage in any activity related to seeking the office during working hours or in other ways which might constitute an inappropriate use of Town time and resources or lead to the impression that the Town government endorses his or her candidacy.

The prohibition against the use of Town time and resources in a campaign for elective office includes a ban against using Town equipment, including vehicles, telephones, copy machines, inter-office mail, or other equipment owned by the Town. The employee/candidate is prohibited from participation in campaign activities off duty wearing a Town uniform or driving a Town vehicle.

Town employees are prohibited from soliciting campaign contributions or any in kind gifts to support his or her campaign, including soliciting campaign workers or contributions from among Town employees when the solicitation takes place on duty or when the solicitation could be



reasonably construed as having a connection to a real or expected employment decision. The employee/candidate for public office must avoid the appearance or reality of a conflict of interest between their employment with the Town and the outside candidacy.

A Town employee choosing to run for elected public office must disclose his/her candidacy to the employee's immediate supervisor and the head of their Department within three (3) business days after the time the employee becomes an official candidate by filing the necessary candidate papers. All campaign-related activities by an employee/candidate occurring before official candidacy are also subject to these restrictions.

The employee/candidate must take reasonable steps, with approval by his or her supervisor, to minimize the prospect of a conflict of interest between the employee/candidate's work duties and campaign activities. These steps may include the use of annual leave, personal days, or unpaid leave of absence following approval in advance by his/her supervisor pursuant to Town policies.

Confidential Information

No Town employee who acquires confidential information in the course of exercising or performing his or her powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers or duties.

Enforcement Procedures

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics is vested in the Town Manager. A Town employee may appeal the decision of the Town Manager by filing a written appeal to the Town Commission within fifteen (15) business days of the final decision of the Town Manager is rendered. The Town Commission may affirm, modify or reverse the disciplinary decision rendered by the Town Manager.

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics by the Town Manager, Directors or any Chartered Position is vested in the Town Commission.

Town Commission shall have the authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics when the Town Manager fails to do so, or when the Town Commission determines that such investigation is required.

FREEDOM OF INFORMATION ACT AND PUBLIC RECORDS ACT

It is the policy of the Town of Pembroke Park to comply fully with the Freedom of Information Act. All individuals are entitled to certain and specific information regarding the affairs of government and the actions of public officials and public employees.

All FOIA requests are to be immediately directed to and processed by the Town Clerk or his/her designee. Requests for public information may be either oral or written and ideally are handled within five business days after the request has been received. In some cases, an extension may be required, and certain information may be denied or redacted. Originals of any documents shall not be allowed to leave Town property, and the costs associated with compiling and providing the information shall be charged.

PUBLIC RECORDS



Under no circumstance may an employee remove documents, photos, reports, personal or personnel information or any sensitive material that is the property of the Town of Pembroke Park.

Employees found to be in violation of this policy may be disciplined, up to and including discharge.

PERSONAL CONDUCT

All persons employed by the Town must remain constantly aware of their responsibilities to the public and of the fact that they are representatives of the Town. It is expected that their conduct and appearance shall be commensurate with the positions which they hold.

Town employees are frequently called upon to express opinions and to provide information concerning the Town government, its operations and its policies. Expressions of opinions should be carefully weighed in the light of their probable affect and should be based upon facts within the knowledge of the employee. A Town employee is not deprived of the rights of citizenship which affords the right of free speech. He should be keenly aware of responsibilities and privileges as an employee of the Town and understand that personal opinions shall often be interpreted by others as representing the official opinion of the Town.

Employees shall be well informed concerning the policies and operations of Town government. Such responsibilities increase with the importance of the position held. Admitting lack of knowledge concerning a question asked is far superior to an incorrect answer, but if the situation requires it, the employee, under such circumstances, should refer the questioner to the proper source of information or obtain the actual facts and inform the person making the inquiry.

Employees are expected to refrain from repeating rumors and from creating dissension within the organization.

Employees shall visit departments other than those in which employed only on official business. Reasonable breaks in routine work may be taken as long as the privilege is not abused but loitering is expressly forbidden. Any employee who has completed assigned tasks, or the work for which that employee is responsible shall report to a supervisor for assignment of other duties.

OUTSIDE EMPLOYMENT GUIDELINES

Full-time Town employees wishing to hold supplemental, part-time employment in addition to his or her Town employment must request approval in writing to their department head and must do so each year that supplemental employment is held on their Town anniversary date.

The request should include the:

- Name of the employer.
- Nature of the employment and duties to be performed; and
- Approximate number of hours to be worked per week.

The Town Manager shall determine whether a conflict of interest exists or if the employee's ability to effectively perform their Town work shall be hampered and shall inform the employee in writing of his or her determination.

A conflict of interest may include, but is not limited to:



- Any employment, activity, or enterprise which involves for private gain the use of the Town's time, facilities, equipment, supplies, or prestige or influence of the Town Office.
- Any activity which involves receipt or acceptance of any money or other consideration from anyone other than the Town for performance of an act with the employee should be required or expected to render in the regular course of their Town employment.
- Any activity which involves a performance of an act other than in their capacity as a Town employee which may later be subject to the control, inspection, review, or enforcement by the employee or the department in which they work; or
- Any activity which involves so much of an employee's time that it impairs their attendance or efficiency in the performance of their duties.

Employees may not wear a Town uniform, work shoes/boots, or any other apparel furnished by the Town in performing outside work. Outside work may not be performed during regularly scheduled Town work hours or at a Town facility, and no Town resources, equipment, tools or supplies may be used for outside work.

POLITICAL ACTIVITY AND VOTING TIME

All employees should register to vote and should exercise this privilege at each opportunity afforded. It is Town policy that it is in the public interest and at governmental benefit to remove career employees from the arena of partisan political activity. Florida statutes impose certain restrictions on the political activities of state, county, and municipal officers and employees.

Also, those employees in positions supported in whole or in part by Federal funds may be subject to those restrictions contained in the federal "Hatch Act." The following prohibitions shall apply to all Town officers and employees:

- No person shall promise, attempt, or use political position, influence, or coercion in an effort to erode the merit system nature of the Town work force by patronage or favoritism for past or future political influences or services, either implied or actual.
- The Town of Pembroke Park shall not permit the use of its equipment, property, facilities or supplies for partisan political purposes.
- Employees shall not take an active political role on behalf of any candidate or incumbent for Town elective office.
- Employees shall not be solicited for contributions or any other sort of support or influence for any political party, office, or candidate, either from other employees, superiors, elected officials, or candidates.
- A Town employee who becomes a candidate for any public elective office shall, at the time of formally qualifying, resign in good standing from the Town service in accordance with Florida elections and resign to run applicable laws.

Violations of any of these restrictions shall result in disciplinary action including discharge, as determined by the provisions of these rules.

Full-time regular employees shall be granted one (1) hour off to vote at the start or end of their shift,



provided such time does not result in the Town having to replace employees at overtime rates of pay and coverage is maintained in, each department.

Employees interested in utilizing voting time must request the use of such time at least twenty-four (24) hours in advance of using such time. Granting the use of such time under all conditions shall be made at the discretion of the department head.

Active political campaigning or solicitations for political contributions while on duty is strictly prohibited.

POLITICAL ACTIVITY AND GENERAL SOLICITATION

The Town does not discourage political participation or activity. However, certain restrictions are imposed to ensure the integrity and impartiality of the Town. In this regard:

- Employees of the Town shall not engage in political activities on behalf of a candidate for partisan or non-partisan election during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee. This includes distributing or circulating literature or paraphernalia for or against an issue or candidate.
- Solicitation and/or distribution of literature, including signing and circulating petitions for candidates, propositions and other political matters, is prohibited during working hours or in work areas. Working hours include the actual working time of both the individual performing the solicitation or distribution and the employee to whom it is directed.
- Employees of the Town shall not solicit, receive or in any way participate in soliciting or receiving any assessment, subscription or contribution for any political party or any political purpose whatsoever, during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee.
- Employees involved with political campaigns shall do so as private citizens. Employment status with the Town shall not be referenced when campaigning for or against any candidate or ballot issue, question or proposal. Employees involved with political activity shall neither claim to represent the Town nor claim their views or opinions reflect the views or opinions of the Town.
- Equipment, materials and supplies belonging to the Town, including the Town's letterhead, business cards or other such material supplied by the Town, shall not be used in support of political activities.

Employees who become candidates for the Town Commission of the Town of Pembroke Park shall be required to take a leave of absence without pay when that employee complies with the candidacy filing requirements or sixty (60) days before any election relating to that position, whichever date is closest to the election. Employees who are elected to Town Commission must resign their Town employment prior to the commencement of their term of office.

CUSTOMER SERVICE

The Town of Pembroke Park always requires employees to represent the Town in a positive manner and treat customers and residents with courtesy and respect .

Employees should be prepared to listen patiently to complaints and deal with them in a helpful, professional manner. Residents or customers who become unreasonable, abusive or harassing should be



referred to the employee's supervisor.

PUBLIC STATEMENT/PRESS CALLS

Unless otherwise delegated, the Town Manager is the official designated spokesperson for Town staff. Employees should refer all requests for formal statements, interviews, and related activities to the Town Manager. Employees may not make formal statements on behalf of the Town, except in cases of sharing routine, information, without prior authorization.

THE WORKPLACE AND TOWN RESOURCES

APPEARANCE

Your appearance is important to demonstrating the professionalism of Town organization. For this reason, each employee is expected to report for work each day with appropriate hygiene, appearance and attire for his or her position.

Personal cleanliness is a must for all employees. Body odors, strong perfume or smoke may all be particularly offensive to the public or coworkers. Employees should take pride in their personal hygiene and appearance and report to work clean and groomed appropriately.

Attire should be consistent with job responsibilities and should not jeopardize the safety of the employee or distract others. Anyone reporting to work in inappropriate clothing shall be sent home to change.

It is impossible to describe or define every possible acceptable or unacceptable example of attire. Clothing should be in keeping with the image of a professional organization; the following is prohibited:

- Excessively worn, torn or dirty clothing,
- Clothing with suggestive or offensive logos, pictures, insignia, etc.,
- Very tight, revealing or otherwise sexually suggestive clothing, and
- Exercise attire including "sweats"

If in doubt, ask prior to wearing the item. Your supervisor shall determine whether attire is acceptable.

USE OF TOWN RESOURCES

Vehicles, materials, facilities and equipment owned by the Town are intended for Town business use only. Further, Town employees are expected to perform work related only to Town business while on work time. Specifically:

1. Mail & Letterhead - Employees may not use the Town's postage for personal mail. Additionally, employees should not routinely receive personal mail or package deliveries while at work. Town letterhead is to be used for official Town business only.
2. Phone - All phone lines are to be kept available for the Town's business. Personal calls must be held to a minimum. Employees are expected to reimburse any expense



associated with personal long-distance calls or excessive personal calls made using a Town telephone.

3. Cell Phone - Personal calls on Town cell phones are to be held to a minimum and are allowed provided only where personal use does not result in an overage of the contracted minutes. If the minutes are exceeded, the employee is required to pay the additional charges or costs.
4. Vehicles – Town-owned vehicles are to be used for official Town business only, unless otherwise approved by the Town Manager.
5. Equipment, Facilities and Supplies - Equipment, facilities and supplies are to be used for Town business only, including tools, machinery, computers, copiers, faxes and other office machines.
6. Personnel – Town personnel are only to perform work related to Town business and/or projects while on work time.

The Town's resources, including Town vehicles, may not be borrowed for personal use by employees.

EMPLOYEE IDENTIFICATION

It is the policy of the Town of Pembroke Park that all employees be photographed as a method of establishing proper identification and records for the employee. The identification shall be handled by the IT department during orientation.

The IT department shall issue picture identification cards to all employees except for the Fire Department.

Town identification cards are to be presented upon request. The cards are only to be used for employment purposes.

Upon separation of employment, identification cards shall be turned into the employee's department and submitted to the IT department along with a completed "Town Property Form" which shall authorize the tendering of the employee's last paycheck.

Employees are to report lost identification cards immediately. Replacement identification cards shall be reissued at a fee of five dollars (\$5.00) each.

Upon expiration, the identification card is to be exchanged for a new card.

Identification cards shall expire five (5) years from the date of issuance and it shall be the employee's responsibility to get a new one from the IT department.

KEY DISPERSAL

Keys to Town buildings, facilities, vehicles or equipment may be issued to employees. Keys should never be duplicated, given or lent to anyone else, including a fellow employee, without prior approval from the Department Director. Lost or stolen items must be immediately reported to the Town Manager. All keys must be returned to the original employee immediately to prevent lost keys.



UNIFORMS AND SAFETY ATTIRE

The Town may issue directly, provide allowance for, or reimburse employees in certain departments for safety attire, work shoes/boots, uniforms, etc. These items are to be clean and worn with reasonable care. The Town shall replace worn or damaged items as needed and within reason, generally not more than once per year. Town attire or uniforms are considered Town property and are to be worn while on duty for Town business only.

PERSONAL ARTICLES IN THE WORKPLACE & SEARCH OF PROPERTY

The Town is not responsible for lost or damaged personal articles brought into the workplace. All property belonging to the Town, including Town vehicles, computers, phones, desks, file cabinets, lockers and other storage areas, is subject to inspection or search at any time without notice to retrieve work-related materials or to investigate a violation of workplace rules. Employees should not have any expectation to privacy regarding Town premises.

PERSONAL WORKSPACE & DISPLAYS

Personal workspace is also considered property of the Town and is oftentimes accessible and viewable by co-workers and the public. Reasonable, tasteful displays of personal pictures, decorations, and related items are acceptable. However, any personal displays that violate harassment, code of conduct, or other policies shall be addressed as a violation according to those procedures. Your department head and/or the Town Manager have the final authority to determine what is acceptable.

SMOKE-FREE WORKPLACE

In its commitment to providing a safe, healthy, and comfortable workplace for all employees, the Town of Pembroke Park maintains a smoke and tobacco-free environment. No smoking or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, snuff, electronic cigarettes, or chewing tobacco) is permitted in any Town workspace (indoor and outdoor) or in vehicles owned, leased, or rented by the Town.

The Town of Pembroke Park does not employ individuals who have used tobacco products within twelve (12) months of submitting an employment application. All applicants for employment must sign an affidavit certifying that they have not used tobacco or tobacco products for at least twelve (12) months immediately preceding the date of application. Furthermore, an employee is prohibited from using tobacco products during his or her employment with the Town of Pembroke Park.

Compliance with the smoke-free workplace policy is mandatory for all employees. Employees who violate the policy are subject to corrective action, up to and including termination from employment.

Any employee who observes a violation of this policy should report it immediately to the Human Resources Director.

CARE OF EQUIPMENT

Employees are expected to follow prescribed safety procedures for equipment and vehicle usage,



refrain from and/or report equipment abuse and guard against equipment loss.

Should an employee encounter equipment malfunction or be involved in an accident, the incident should be immediately reported to the appropriate supervisor or department head. Intentional equipment abuse, careless use of equipment, or habitual loss of equipment shall not be tolerated and may result in disciplinary action, up to and including discharge.

VEHICLE USAGE

The Town allows certain job classifications to use Town-owned vehicles with prior supervisor approval.

- Employees who use their personal vehicles for Town business shall be reimbursed in accordance with the Florida mileage reimbursement rate.
- Any employee driving on Town business, whether using their own vehicle or the Town's, must have a valid Florida driver's license and a satisfactory driving record. Any restrictions on, or revocation of, an employee's legal right to drive must be immediately reported to the appropriate department head. The same applies for employees diagnosed with a medical condition which temporarily or permanently affects their ability to drive. Employees driving Town vehicles may be subject to regular driving history/DMV checks.
- Employees who drive a vehicle on Town business must exercise due diligence to drive safely, observe all traffic laws, speed limits and related rules of the road, and maintain the security of the vehicle and its contents. The use of hand-held cellphone is **prohibited** while operating vehicles.
- When riding in or operating the Town vehicles, safety belts shall be worn by all.
- Employees shall promptly report to their supervisor or Department Head any accident with any Town vehicle that is operated by them or in their charge. Notification should be made to the local police agency so that a report can be prepared.
- If, in the event of an accident, carelessness or negligence on the part of the operating employee is determined to be a contributing factor, charges will be brought against the employee, leading up to termination. Drivers are responsible for any driving infractions or fines that result from their driving and must report them to their supervisor.
- No one other than authorized Town employees is authorized to drive or ride in Town vehicles, unless prior approval has been obtained from the Town Manager.
- Employees may transport citizens in the Town vehicles only for an authorized purpose, and/or with the approval of a Department Head.
- Smoking is strictly prohibited in Town vehicles.

TAKE HOME VEHICLES

Employees with an assigned take home vehicle will be subject to a bi-weekly taxable fringe benefit as per the IRS Commuting Rule. The Town does not allow the employee, nor any individual whose use would be taxable to the employee, to use the vehicle for personal purposes other than for commuting or de minimis personal use (such as a stop for a personal errand on the way between



a business delivery and the employee's home).

CREDIT CARDS

The Town recognizes that in certain instances, it is in its best interests to issue a Town credit card to certain employees. Town credit cards are limited to employees in positions that demonstrate that having a credit card shall assist them in performing their assigned responsibilities. Any issuance of a Town credit card must first be authorized by the Town Manager.

The credit card may only be used for the purchase of goods or services related to the official business of the Town. It is not to be used for any personal business.

Any employee that is issued a Town credit card is responsible for the card's protection and custody and shall immediately notify the Finance Director, if the card is lost or stolen.

The issuance of a Town credit card is a privilege that may be revoked at any time. Any card holder found in violation of this policy may be forced to surrender the card and may be subject to discipline. Employees shall surrender their Town credit card upon request, including at the time of termination.

SAFETY

The Town believes in maintaining safe and healthy working conditions for its employees. Establishment and maintenance of a safe work environment is the shared responsibility of the Town and employees from all levels of the organization. The Town will attempt to do everything within its control to assure a safe environment and compliance with federal, state and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. All perceived safety hazards are to be reported immediately to the Town Manager, Department Supervisor, or the Human Resources department.

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If an employee observes an unsafe condition, the employee should warn others, if possible, and report that condition to the Town Manager, Department Supervisor, or the Human Resources department immediately. If an employee has a question regarding the safety of the workplace and practices, ask a supervisor for clarification. Any issues on safety will be investigated and rectified to ensure employees safety at work.

To achieve the goal of providing a safe workplace, each employee must be safety conscious. The Town encourages employees to provide suggestions to enhance the work experience through comments, suggestions, or complaints.

GENERAL SAFETY RULES:

- OSHA approved footwear is to be worn if deemed required by department.
- All issued Personal Protective Equipment (PPE) such as eyewear, back braces, hard hats, safety vests, hearing protection and all others are always to be used as appropriate for the task assigned.
- All employees must follow the standard method of lifting. If the load is over twenty-five (25) pounds, back braces are required to be worn. If the load is over fifty (50) pounds, you must obtain assistance.



- All spills, broken glass, debris or any other hazard, must be cleaned up if you are assigned to complete such activities and if you are not able to complete the cleanup, you are to report the issue to a supervisor or Department Head immediately.
- Any defective tools/equipment/machines must be taken out of service and reported to a supervisor or Department Head immediately.
- All machines/equipment must be operated in a safe manner. Shut off/unplug any machines/equipment before making any adjustments, cleaning or repairs.
- Report all accidents or injuries to your supervisor or Department Head immediately. You must complete the required written reports as required as soon as possible. This report should be forwarded to the Human Resources department immediately. Failure to file the required reports, may lead to delays in the subsequent investigations which can affect medical benefits and possible disciplinary action.
- Any employees that come into contact with any type of body fluids/waste must adhere to the Center for Disease Control Universal Precaution Guidelines.
- All unknown materials are to be considered hazardous and appropriate precautions taken.
- Filing false statements, reports, timesheets and all other documents constitutes a falsification of records and is subject to immediate termination.
- MP3 Players, headphones and all similar type devices during working hours is prohibited except for authorized break and lunch periods. Single ear Bluetooth devices for phone use is permitted.

BUILDING SECURITY

In order to ensure the security of the Town Hall, all visitors will be required to be escorted by Town personnel while in secured areas. All visitors must report to the receptionist and advise their reason for being in the building. The front door to Town Hall will always be locked, and all visitors will enter through the rear door.

After Town Hall working hours, the rear door to Town Hall will be locked, and visitors are to utilize the intercom at the rear of Town Hall to request admittance. During this after-hours period, caution should be exercised when admitting persons to utilize the telephone, restrooms, or water fountain as the building is closed. Any person that is found in the secured areas of the building who is unknown should be challenged as to their business in Town Hall.

The following visitors do not require escort; however, their movements should be limited: Any Government Official (Town of Pembroke Park, other Municipalities, County, US Government). family members of employee, visitors who are personally known, recognized, or whose purpose (such as repairman) has been previously announced.

ACCEPTABLE USE POLICY

The Acceptable Use Policy establishes a minimum set of rules of behavior for users of Town of Pembroke Park (TPP) IT (Information Technology) resources. Personal and Contractor owned devices that are connected to TPP systems or used to store TPP or client related data are also considered IT resources.

ENFORCEMENT



Users of IT Resources who violate these rules of behavior may be subject to company disciplinary action and/or criminal prosecution. Such action will be at the discretion of the appropriate TPP management in conformance with the Disciplinary Action Policy section in the employee handbook and TPP Information Security Policy. Third party users who violate these rules of behavior may be subject to account revocation and/or

ETHICAL AND APPROPRIATE USE

TPP provides the IT Resources to assist users in performing their job responsibilities. The resources are to be used for legitimate and authorized business purposes only. Incidental and reasonable personal use of TPP's IT Resources (e.g. Internet, email) is acceptable, if it does not consume more than a trivial amount of Company resources (financial, bandwidth, etc.), adversely affect the intended business use of the IT Resources, or impair a user's job performance.

The display of any sexually explicit image, document or text on any IT Resources is prohibited and in violation of TPP's sexual harassment policies. Sexually explicit material may not be accessed, archived, stored, distributed, edited or recorded using any IT Resources. Material that is, or could reasonably be regarded as, derogatory or discriminatory based on race, sex, religion, national origin, age, sexual orientation or disability, or is fraudulent, harassing, embarrassing, profane, obscene, intimidating, defamatory or otherwise unlawful, may not be sent, either within TPP or from TPP to someone outside TPP, by email or other form of electronic communication (such as bulletin board systems, newsgroups and chat groups) or displayed or stored using IT Resources.

In their use of IT Resources, users must comply with all state, federal and international laws, including the laws and regulations of any state, city, province or other jurisdiction and any laws governing intellectual property and online activities. Users are prohibited from using TPP's IT Resources for any other business solicitation or profitmaking activities. Without prior written permission of the Chief Information Officer, IT Resources may not be used for dissemination or storage of commercial or personal advertisements, solicitations or promotions

USER MONITORING AND PRIVACY

Users acknowledge that they have no expectation of privacy regarding their activity on TPP IT Resources.

All TPP IT Resources are always subject to monitoring and auditing. Users should expect that electronic communication may be accessed by authorized supervisors, local system administrators, Information Security, Legal and Human Resources with or without the permission of the employee. However, no other users may monitor or access IT Resources of another user without the express approval of the Chief Information Officer and Chief Human Resources Officer

PASSWORDS AND USER IDS

Passwords for all TPP IT Resources are considered private and confidential. Users are prohibited **from sharing any of their system passwords with anyone.**

Note: In the process of troubleshooting an end user issue with an IT Resource over the phone or in person, a Technical Support associate may need to reset a users' password. If the user has any reason to question any aspects of the way the Technical Support technician is handling the



situation, they should contact mpakula@townofpembrokepark.com. Technical Support Technicians **WILL NOT** send notifications directing users to change an existing password to a specific password; or otherwise solicit their password to be submitted via message. Such methods are often unsolicited attempts on public services such as banking to obtain unauthorized access to an account. If this happens, contact mpakula@townofpembrokepark.com

To minimize the risk of compromising systems as a result of poor password selection, users are responsible for selecting passwords that are difficult to break. **Wherever technically supported and not configured centrally**, the following password criteria should be employed:

- Passwords must be a minimum of 8 Characters.
- Passwords should have 3 or more of the following types of characters:
 - Lowercase characters
 - Uppercase characters
 - Numbers
 - Symbols
- Passwords must be changed every 120 days, and passwords must not be re-used for at least 6 iterations.
- Dictionary words, derivatives of User IDs, and common character or easily guessable sequences such as “123456”, “Password”, may not be used.
- Personal details such as a spouse’s name, social security numbers, and birthdays may not be used unless accompanied by additional unrelated characters.
- Proper names, geographical locations, common acronyms, and slang may not be used.
- Personal Identification Numbers (PINs) may be used for authentication on designated systems (such as voicemail), in instances where the target asset is low sensitivity, the system does not support passwords, or the PIN is used in conjunction with another factor to authenticate the user (such as a hard-soft token or device fingerprint, out of wallet/knowledge-based authentication). If exposed or compromised, passwords/pins must be changed immediately. **Passwords/pins must not be written down**
- Passwords must not be saved or “remembered” within applications (i.e. when a dialog box has a ‘save password’ box to check).
- Passwords must not be hard coded into programs/function keys/macros etc.
- Passwords must not be stored in an unencrypted format

USER ACCOUNTABILITY

User access to IT Resources is tied directly to an individual’s User ID. Users are accountable for all actions associated with the use of their assigned User ID and will be held responsible for unauthorized actions found to be intentional, malicious, or negligent. Each user must protect their user ID by:



1. Never allowing another person to use or share his/her logon session; because the session is directly associated with an individual's User ID, the user is personally accountable for all actions performed with the ID.
2. Locking the workstation or logging off an active session when leaving the workstation

DATA CONFIDENTIALITY AND SECURITY

All data on TPP IT resources is classified as Company Confidential information, unless otherwise specified. If you come into contact with sensitive (i.e. Highly Confidential) company, associate, or customer information (i.e. credit card numbers, personally identifiable information, protected health information) that you were not the intended recipient of, or otherwise do not have business justification to access, notify the Information Security department immediately.

Information must be handled in accordance with requirements associated with its classification. Users are prohibited from sharing TPP Confidential or Highly Confidential information with a third party unless the third party has been authorized to receive that information in accordance with the Third-Party Management Program.

UNAUTHORIZED ACCESS

Users are forbidden from taking actions that are intended to breach or may result in a breach of TPP's or any other companies' or individuals' security, confidentiality or privacy of information assets. These actions include, but are not limited to:

1. Accessing an account not assigned to the user or one in which they have not been expressly authorized.
2. Taking actions meant to capture information to which the user is not authorized, such as network sniffing, network mapping, port scanning or vulnerability scanning.
3. Circumventing any authentication or security mechanism.
4. Interfering with or denying service to any authorized user or process. Users should note that the **ability** to perform an action does not correspond with the **authority** to perform that action

Note: Designated personnel may perform the above listed activities in the course of their duties. These individuals authorized by the TPP Chief Information Security Officer. No other individuals may perform these functions, regardless of their intent.

TOWN WEBSITE

The Town Website currently has main informational pages and then individual department pages. The Main Town Webpage shall be managed by the Clerk's Office. All requests for updates/changes to the Main Town Website must be submitted in writing to the Clerk's Office. Each Department will be responsible for updating their individual department webpages. Oversight of this procedure will be provided by the IT Department. It is important to note that some employees may have access to modify the Main Town Page, however, the Clerk's Office is the only authorized party to make changes to the Main Page. Town Website credentials shall not be shared with any unauthorized users.



DENIAL OF SERVICE

Users may not initiate actions which results in limited or preventing other authorized users or systems from performing authorized functions by deliberately generating excessive network traffic (with the exception of performance or load testing by the IT department), and thereby limiting or blocking telecommunications capabilities. This prohibition includes:

- The creation or forwarding of unauthorized mass mailings such as “chain letters”.
- Messages with excessively large attachments or embedded graphics that consume large quantities of network bandwidth or streaming excessive video/music.

MALICIOUS CODE

Users are prohibited from intentionally writing, compiling, copying, propagating, executing, or introducing in any manner any code designed to self-replicate, damage, or otherwise hinder the performance of any TPP IT Resource. Examples of these include computer viruses, worms, and Trojan horses.

To prevent this from occurring, unsolicited emails with suspect subject lines/text, attachments, hyperlinks, even if from a known individual, should not be opened or executed. Antivirus/antimalware/antispymware software, device specific firewalls, and other security software installed by the IT Department on company PCs, servers, and other devices should not be suspended, removed, or otherwise interfered with without express approval from the IT Infrastructure department. Users should take reasonable precautions to prevent the propagation of malicious code amongst TPP IT Resources by evaluating the credibility of a link, email, SMS, or attachment received by a user.

TIPS FOR EVALUATING CREDIBILITY INCLUDE:

- Evaluating what was received.
- Does it appear to be a Microsoft Office (Word/Excel) or Adobe document but carry a different file extension (i.e. '.exe')?
- If it includes a link/URL, does it look odd or attempt to download or execute a file? For example, links that make use of a subdomain such as [www.<legitamite_destination>.<fake_destination>.com](#) or use top level domain such as “.in” or “.tk” verses “.com” or “.net” may be suspicious.
- Is it soliciting an action from you, such as divulging personal or corporate information about you or others, such as phone numbers, titles, user IDs/passwords, company procedures?
- Is it asking you to download or install something?
- Evaluating the source.
- Is this a known source whose identity has been reasonably confirmed, and should be contacting you?



- If it is a known sender, are there signs that they are being impersonated by sending a non-specific message, requesting something unusual, or leveraging an unusual communication medium?

PERSONAL (USER OWNED/LEASED) AND CONTRACTOR DEVICES

Only TPP owned/leased/managed personal computers are permitted to access the Corporate Network. Contractor and employee computers may connect to designated guest networks. Personal mobile devices including smartphones and tablets are permitted to connect to TPP systems through the enterprise Mobile Device Management (MDM) utility.

See “Mobile Devices” section for further provisions

Personal mobile devices are prohibited from connecting to the TPP corporate Wi-Fi network, but are permitted to connect to designated guest networks

MOBILE DEVICES - SMARTPHONES, TABLETS, PERSONAL DIGITAL ASSISTANTS, AND JUMP DRIVES

Smartphones or Tablets that access TPP systems may only do so provided they are secured with the company-provided Mobile Device Management utility. TPP Information Technology will provide limited support for personal devices approved to access company resources. Support is limited to the Mobile Device Management utility and any other TPP- provided software. Users are responsible for:

1. Costs associated with wireless data plans, personal software purchases/licensing, replacement of lost device, repairs to damaged device.
2. Registering and maintaining device warranty.
3. Service/billing disputes with seller/wireless carrier.
4. Backing up all personal data.
5. Device troubleshooting with manufacturer or wireless carrier

TPP-provided mobile devices are supported by the TPP IT Department. Users are responsible for the following:

1. Costs associated with personal software purchases/licensing.
2. Backing up any personal data.

Users are required to notify the Service/Help Desk immediately in the event of a lost or stolen mobile device, or a device that is sold, given to another individual, sent for repair, or disposed of. Devices will be wiped remotely or reset in the following scenarios:

- Device is lost, stolen, changes custody, or believed to be compromised.
- User is found to be in violation of this policy.
- User no longer has a working relationship with TPP.



- User fails to authenticate successfully after an established number of attempts, in which case the device will be configured to automatically reset.

Users who connect personal devices through the corporate Mobile Device Management Utility recognize and understand that some functionality may be disabled to preserve the security and effective utilization of TPP IT Infrastructure. TPP retains the right to perform limited monitoring and take certain actions on personal mobile devices configured to access TPP data or systems.

TPP may monitor and/or block any activity when leveraging the corporate network as the conduit to the Internet (e.g. browsing the internet while connected to corporate Wi-Fi). TPP may monitor or inspect security configurations, Mobile Device Management (MDM) profiles, and operating system version/patch levels. TPP may block some devices if found to present risk to TPP data or systems.

TPP will perform a “selective wipe” of a device if lost or stolen, which will only remove company data.

TPP may leverage device location monitoring to aid in the recovery of lost or stolen devices. Users are prohibited from compromising, replacing, or significantly altering the operating systems of mobile devices (e.g. jailbreaking or rooting a smartphone or tablet). Devices that are found to have been inappropriately configured in this regard will be blocked from accessing the TPP environment.

Mobile devices with Wi-Fi capability should not be configured to connect automatically to unsecured wireless access points. Wi-Fi capabilities should be turned off when not in use. Mobile devices should not be configured to download Apps from Third Party marketplaces or other untrusted sources. Third party marketplaces circumvent screening and protections put in place by Operating System manufacturers and can be a source of mobile malware.

The Apple App store, Android Marketplace, BlackBerry App World and Windows App Store are examples of de facto platform marketplaces.

Direct downloads from websites or Third-Party marketplaces not endorsed by platform manufacturers should be avoided. Users are prohibited from inserting jump drives, flash drives or any peripheral devices whose origin is not trusted into TPP devices. Jump drives whose origin is known must be scanned by Antivirus/Antimalware utilities prior to use. Highly Confidential company data may not be stored on jump drives or flash drives without the use of encryption.

Users are prohibited from configuring devices to connect to assets not specifically sanctioned or supported by the Information Technology department. Users are prohibited from texting, emailing, surfing the internet, or other distracting activities while operating a motor vehicle. Users should leverage hands free calling capabilities while driving, in accordance with local laws and as necessary to ensure the safety of the user and others

Users are not permitted to change any default settings on a Town-issued phone, iPad, or any other device without prior written authorization from the IT Director.

MESSAGING (EMAIL, TEXT, SMS, INSTANT MESSAGE)



To limit capacity and email processing performance issues, do not use TPP corporate email accounts to sign up for non-work-related solicitations and notifications. The following rules are required by law and are to be strictly adhered to:

1. It is strictly prohibited to send or forward messages containing libelous, defamatory, offensive, racist or obscene remarks. If you receive message of this nature, users must promptly notify their supervisor.
2. Do not forge or attempt to forge messages.
3. Do not send messages using another person's account.
4. Do not disguise or attempt to disguise your identity when sending messages

Users should not transmit sensitive information via messaging systems, such as usernames, passwords, credit card information, and social security numbers. If it is necessary to send sensitive information via email, encryption must be used.

Users are prohibited from sending broadcast e-mails such as chain letters, advertisements that are for personal gain or use.

Users are prohibited from using personal email accounts (Gmail, Yahoo, AOL etc.) to conduct TPP business. Email accounts should only be publicized for TPP business use.

Users are Prohibited from Turning ON I Message in Town owned I Phones. This Feature must always remain **DISABLED**.

INTERNET USAGE

Users are prohibited from using public cloud or other third-party services not procured by TPP IT (such as Gmail, Google Docs, Dropbox) to store or transmit TPP Confidential or Highly Confidential data. Do not download unauthorized content, files or software from the Internet. Do not engage in personal Internet activity that interferes with normal business activities. Any personal use cannot:

- Be associated with for-profit outside business activity,
- Involve solicitation, or
- Impact the TPP brand identity

Do not engage in inappropriate or potentially harmful Internet or communications activities, including but not limited to:

- Posting or disclosing non-public TPP information on any publicly accessible Internet computer, bulletin board, chat room, blogs and social media sites.
- Clicking on pop-up links on social media and other websites.
- Participating in gambling activities.
- Using the Internet for unlawful or malicious activities.
- Accessing pornographic or other objectionable material.
- Using abusive or objectionable language or harassment.



- Violating trademark or copyright laws.
- Misrepresenting oneself or TPP.
- Engaging in other activities that could cause congestion and disruption of networks and systems, including the sending of chain messages.
- Responding to external inquiries when not authorized to do so (e.g. press inquiries, sales calls).

When using social media, disclosing TPP information or otherwise representing yourself as a TPP Employee is prohibited. Professional networking sites such as LinkedIn are acceptable, providing company information is not disclosed therein. Designated employees who manage TPP's social networking assets are exempt from this provision within the confines of TPP social media accounts

SOCIAL MEDIA, SOCIAL NETWORKING, AND BLOGGING

This document defines the social networking and social media procedure for the Town of Pembroke Park, the "Town". To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, Town departments may consider using social media tools to reach a broader audience. The Town encourages the use of social media to further the goals of the Town and the missions of its departments, where appropriate. The Town has an overriding interest and expectation in deciding what is "spoken" on its behalf on social media sites. This procedure establishes guidelines for the use of social media.

All Town social media accounts will have login and password credentials for those authorized to have access to post and never be linked to someone's personal page without prior consent by the Town Manager. All individuals posting will have training on archiving and public records management as it pertains to social media. All Town social media pages are to be managed by the Town Manager's designee. The Town has multiple social media pages, of which each designee is responsible for providing accurate information that professionally represents the Town. IT provides additional oversight for usage and permissions of the social media sites. Designees and users of the social media sites must be pre-approved by the Town Manager. Social media credentials may be not shared with any unauthorized users.

PERSONAL USE

All Town employees may have personal social media accounts/blogs. These accounts/blogs should remain personal in nature and be used to share personal opinions or non-work-related information. Following this outline helps ensure a distinction between sharing personal and Town views.

Town employees must never use their Town e-mail in conjunction with any personal social media accounts/blogs.

The following guidance is for Town employees, who decide to have personal social media accounts/blogs or who decide to comment on posts about official Town business:

- Always state your name and, if relevant, role, when discussing Town business.



- Use a disclaimer such as: "The postings on this site are of my own and don't reflect or represent the opinions of the Town of Pembroke Park, for which I work."
- Always write in the first person and please consider that even anonymous postings on blogs/social media accounts can be traced.
- When participating in online communities, the employee should not misrepresent himself or any roll he/she may have within the Town.
- Think twice before posting. The employee is personally responsible for the content published on blogs, Wikipedia or any other form of user-generated media. Please remember that postings on the internet, even if removed/deleted by a user, are either permanently archived or could be saved as screen shots by other users, meaning that everything an employee publishes could be visible to the world permanently. Prior to publishing any post that could make a viewer uncomfortable, employees should review and reconsider that post. If the employee remains unsure and the post is related to the Town, the employee should speak with the Public Information Officer or Human Resources Department.
- Employees should not post comments on work-related legal matters unless he/she has received written legal approval by the Town to do so.
- The use of ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the Town's workplace is strictly prohibited. Proper consideration for the privacy of others and for topics that may be considered objectionable or inflammatory (like religion or politics) should be exercised.
- Personal grievances and/or comments that compromise or disrupt the efficient operation of the Administration or represent the Town in a negative light are discouraged.
- Employees must refrain from speech containing obscene or sexually graphic or explicit material, images, acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias.
- Employees should ensure that all Facebook, Linked-in, Twitter, Instagram or YouTube profiles and related content are consistent with how he/she wishes to present himself/herself with clients and colleagues.
- Do not create a link to the Town's website.
- Do not use the Town's Seal, logo, other intellectual property, or proprietary graphics, or any copyrighted materials.

Employees are responsible for what they post online. Employees who engage in blogging or social networking on the Internet should be mindful that their postings, even if done off premises and while off duty, could have an adverse effect on the Town's legitimate business interests.

REMOTE ACCESS

Any IT Resource used for remote access to TPP IT Resources that is not the property of TPP must be configured to comply with TPP Information Security Policies, Standards, and Procedures. Remote access to the TPP network may not be conducted with a personal or public (i.e. kiosk or internet café) computer. Outlook Web Access is excluded from this provision as it does not



facilitate connectivity to the company network. Outlook Web Access should generally not be used on public or kiosk type computers as they may have malware installed.

See section entitled “Mobile Devices” for provisions specific to related devices

SOFTWARE

Peer to Peer File Sharing programs such as BitTorrent clients, Kazaa, LimeWire, Napster etc. are not permitted on IT Resources. Remote Control/Remote Administration software (e.g. PC Anywhere or Microsoft Remote Desktop Connection, Pocket PC) are not permitted to manage IT Resources, with the exception of those used in an official capacity by the Information Technology department to provide support and administration activities. Users are prohibited from installing Shareware/Freeware, or any software not licensed specifically to TPP.

PHYSICAL SECURITY AND UNATTENDED EQUIPMENT/INFORMATION

Users are responsible for the physical security of IT Resources provisioned to them. Portable devices such as laptops, phones, and tablets should not be left unsecured when left for extended periods, whether within TPP facilities or offsite. Portable devices should be physically locked in a cabinet or through use of a cable when left anywhere for extended periods. Portable devices should not be kept in the passenger compartment of cars but kept out of site and locked in the trunk.

Users staying in hotels should not depend on the security of the hotel room to protect a portable device. Devices left for extended periods should be cable locked or put into a hotel safe. When travelling by air, laptops should be identified with a luggage tag, taken as carry-on luggage whenever possible, and kept in constant contact aboard the aircraft or when in an airport.

Terminate active sessions when finished and secure the workstation or mobile device with an appropriate locking mechanism when leaving the system unattended (i.e. password protected screen saver). Maintain a clean and secure desk and/or work area to reduce the risks of information being inappropriately disclosed, used, altered or destroyed. Remove printouts and faxes from devices immediately. Dispose of documents labeled Confidential or Confidential/Proprietary in appropriate locked shred bins or shred them using a cross-cut type shredder.

SECURITY INCIDENTS

Users and management are required to report all security incidents or suspicious activity (viruses, intrusion attempts, system compromises, offensive emails, inadequate protection of sensitive data, phishing attacks) to the Service/Help Desk or the Information Security department (mpakula@townofpembrokepark.com) as soon as encountered.



DEFINITION OF TERMS

Anniversary Date – The calendar date on which any of the following occur: Completion of probationary period, Promotion or demotion to another position

Appointing Authority – The Town Commission or department heads who have the authority to appoint or remove employees under their jurisdiction.

Classification – A position or group of positions which involve a comparable level of duties and responsibilities and similar qualifications and is designated by a title indicative of the kind of work and for which the same pay range can be applied with reasonable equity.

Classification Plan – A thorough compilation of job descriptions which have been organized according to class.

Compensation – Wages, salaries, fees, allowances, and all other forms of valuable consideration or the amount of any one or more of them paid to an employee, by reason of service rendered in any position, but not including any allowances for expenses authorized and incurred as incidental to employment and which may be separately authorized and/or reimbursed.

Compensation Plan – A schedule of compensation established for each class of positions so that all positions of a given class shall be paid in the same pay range established for the class.

Comprehensive Emergency Management Plan (CEMP) – A strategic document that is a blueprint for an emergency management program containing the 4 phases of emergency management: mitigation, preparedness, response, and recovery.

Conduct Unbecoming – refers to the conduct on the part of a certified professional that is contrary to the public interests, or which harms his/her standing of the profession in the eyes of the public.

Continuity of Operations Program (COOP) – the initiative that ensures that government departments/agencies are able to continue operation of their essential functions under a broad range of circumstances including all-hazard emergencies as well as natural, man-made, and technological threats and national security emergencies.

Data Information Assets – Any data, electronic file, record, printed material, message or communication, etc. This is to include ALL data residing in, accessed by, processed by, used, by, transmitted by or through, or generated by those information assets regardless of its medium, media, format, or storage device from its creation or inception through its disposal

Department Head – Employees of the Town designated to be head of a department.

Department Operating Centers (DOCs) – established and activated by individual departments to coordinate and control actions specific to that department during an emergency event.

Demotion – A change in employment status from a position of one class to a position of another class having a lower maximum pay rate than the original class.

Dismissal – Complete separation of an employee from the employment of the Town.

Employee – Any employee of the Town covered by the provisions of these rules and regulations.

(FLSA) Exempt Employment – Employees who are exempt from the overtime provisions under the definitions of the Fair Labor Standards Act (i.e. salaried employees).



Full Time Employee – An employee who has successfully completed the probationary period and who works 40 or more hours per week.

Hardware Information Assets – Any hardware, personal computer, server, workstation, network, router, switch, tape, CD, disk, mobile computing device (phones/smartphones/PDAs, tablets, jump drives/flash drives)

Information Technology (IT) Resources - Any of the following information assets, which are purchased by, owned by, leased to, contracted by, operated by, used by, or controlled by TPP regardless of media, form, or format.

Temporary Employee – Employee whose tenure is intended to be of limited duration (i.e., filling in for illness, vacations, summer months, maternity leave) and usually not to exceed six months in duration. Such employment may be either full or part time.

Job Description – A narrative statement describing the current duties, responsibilities, general requirements, and qualifications for a single position.

Layoff – Separation of a permanently appointed employee from a position in the personnel system because of the reduction on workload available, lack of funds by the Town, abolishment of the position after study, material alteration in the organization or for other related causes.

Overtime – Overtime is any hours worked in excess of the scheduled work hours.

Performance Evaluation – The periodic evaluation or appraisal of an employee's work performance.

Part-Time Employee – Any employee who works less than forty (40) hours per week.

Probationary Employee – An employee who has:

- Not completed the required probationary period; or
- Been placed into probationary status for cause.

Probationary Period – A working test period and an integral part of the evaluation, testing, and/or examination process during which the employee is required to demonstrate fitness for the position by satisfactory performance of the duties of the position and by satisfactory conduct and attendance as prior conditions to receiving permanent status. Initial probationary periods shall normally be one year for Fire Department personnel included in the collective bargaining unit and six months for all other employees. Employees placed on probation for cause may be placed into that status for durations determined by their department heads or the Town Commission.

Promotion – The upgrading of an employee from a position of one class to a position of another class which has a higher maximum pay rate.

Reclassification – The action taken to officially change an existing position to a different appropriate class because of a change in the duties, responsibilities, and/or requirements of the existing position, or because of a revision to the classification.

Resignation – The voluntary termination of employment by an employee.

Software Information Assets – Any software, program, business application, operating system, script, macro, service, voicemail system, Intranet/Extranet, etc.

Suspension – Enforced leave of absence, without pay, of an employee for disciplinary purposes or, with



or without pay, as determined by the Town Commission, during the investigation of alleged misconduct of the employee.

Temporary employee – An employee employed for a period of up to 90 days, when permanent employment for the job to be performed is not anticipated.

Transfer – Change of an employee from one position to another.

Users - Users of IT Resources include company and affiliate employees, contractors, and consultants, and any other individual under TPP's control or influence, that directly accesses IT Resources.

Vacancy – A position established in a current budget as duly created and not currently occupied by an incumbent



ACKNOWLEDGMENT AND RECEIPT

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Town of Pembroke Park, and I understand that I should consult with the Department of Human Resources, or Town Manager regarding any questions not answered in the handbook. I have entered my employment relationship with Town of Pembroke Park voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or Town of Pembroke Park can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

I understand and agree that no manager, supervisor, or representative of Town of Pembroke Park has any authority to enter into any agreement for employment other than at-will.

This manual and the policies and procedures contained herein supersede all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Town of Pembroke Park. By distributing this handbook, Town of Pembroke Park expressly revokes all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Town of Pembroke Park, and the Town reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. The Town Manager can adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Town of Pembroke Park is employment at-will, which may be terminated at the will of either Town of Pembroke Park or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Town of Pembroke Park or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date



verifies the Electronic Signature of this document

SIGNATURE

Signer Name:	Marlen Martell
User ID:	Marlen4nmb
Date Electronically Signed:	Feb 4, 2022 03:02 PM EST
File Name:	2021-12 employee handbook approved by commission-adpdms-348.pdf
Display Name:	2021-12 Employee Handbook Approved by Commission