



Town of Pembroke Park

Agenda

SPECIAL COMMISSION MEETING
Monday, April 27, 2020 @ 6:00 PM
Virtual Meeting

Page

1. VIRTUAL MEETING INSTRUCTIONS

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Special Meeting utilizing communications media technology ("CMT"), in accordance with Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19).

DATE: Monday, April 27, 2020

TIME: 6:00 P.M.

Town Hall is closed to the public.

Public access to this virtual meeting can be accomplished as follows:

You can dial in using your phone.

United States (Toll Free): 1 866 899 4679

United States: +1 (571) 317-3117

Access Code: 208-773-005

During the meeting you can submit a text or voicemail at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Interim Deputy Clerk at townclerk@townofpembrokepark.com.

All comments submitted by email that, if read orally, are three minutes or less shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Interim Deputy Clerk
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023

954-966-4600, ext: 235
townclerk@townofpembrokepark.com

2. CALL TO ORDER
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL
5. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
7. CONSENT AGENDA
None
8. ADOPTION OF MINUTES
None
9. DISCUSSION/REVIEW
 - 9.I. Personnel Policy and Procedures - Mayor Mohammed 3 - 57
Personnel Manual
Transferring of personnel
Personnel restructuring
Extension of probation
[Personnel Manual](#)
[Wingo Personnel Manual](#)
10. UNFINISHED BUSINESS
 - 10.I. Final Decision Public Services Director - Commissioner Cohen / Christopher 58 - 193
Ryan Town Attorney
[Memo Flooding issue - AIR-20-014 - Pdf](#)
[Commissioner Cohen Full Report](#)
11. ANNOUNCEMENTS
12. 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.



Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	April, 2020
Subject:	Personal Policy extending probation from 6 months to 1 year
Initiated by:	☒ City Council ☐ City Attorney ☐ City Manager/Staff
Prepared by:	Name & Title: Ashira Mohammed Mayor
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Audio from commission meeting
Fiscal Impact:	none
Policy Question(s) for Council Considerations:	Discussion was had direction was given but no formal vote was taken
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



Personnel Policy Manual

TEMPLATE

(see template instructions following page)

Record of Changes

Instructions: Use the table below to record information regarding changes made to the document over time.

Action	Policy Revised or Added	Resolution #	Date
Adopted			
Revision			
New			



Personnel Manual

TEMPLATE INSTRUCTIONS

This document is a template to enable the Town to finalize a Local Government Personnel and Procedural Manual. The policies and/or procedures were developing by referencing current applicable laws and professional best practices for each field.

All instructional or guidance text appears in blue italicized font throughout this template, which should be deleted in the Final Document. In some cases, the specific language used for a policy may need to be replaced with information more specific to the Town's particular circumstances and some policies may need modification due to existing contradictory language in Town Documents. Finally, there may be practices in place that are inconsistent with existing policy and the Town needs to determine which policy practice shall be followed henceforth.

All Text and Tables that are not in blue italics are provided as boilerplate examples of wording and formats that may be modified if needed. However, caution should be used in making major changes to this text.

In order to maintain the integrity of the document and table of contents, follow these steps:

- 1. Do not modify fonts, styles (headings etc.).*
- 2. Do not delete any headings...all Headings are consistent with policies which should be included.*
- 3. Use the insert key when inserting to overwrite.*
- 4. Delete instructional guidance text when finished.*
- 5. Update Table of Contents and save in Final Format.*

Note: All Manuals should include a Creation and Revision Table to document changes over time.

Personnel Manual Instructions:

- 1. Review and Edit Conflicting language from Manual and Code*
- 2. Repeal all Code/ordinance language related to Personnel Policies and adopt Personnel Policies by Resolution for greater flexibility and to avoid future conflicts.*
- 3. Any amendments to the Personnel Manual in future should be adopted by resolution and added as language to the Manual which should then be updated (to include Table of Contents and Page Numbering)*

If needed, this consultant is available to produce the final manual and forms determined to be necessary to implement the processes, once final reviews are completed, preferably by the Town Manager and select staff in conjunction with the Town Attorney



Personnel Manual

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Personnel Policy Manual

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. These policies may be amended 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.

A separate procedural manual establishes in more detail the practices, processes and forms required to implement these policies.

Scope

These policies and procedures apply to all of 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 ~~govern~~^{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.

The Town reserves the right to change, modify, or discontinue any provision of this manual, or create new policies for inclusion ~~in this manual~~. No person, other than the Town Commission or the Town Manager as authorized by the ~~mayor and council~~ ^{Town Commission}, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the provisions of this manual.

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.



Personnel Policy Manual

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 ~~shall~~ 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.*



Personnel Policy Manual

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, age, religion, national origin, marital or veteran status, height, weight, disability, political affiliation, or other protected classes.

The Town hires only United States Citizens and lawfully authorized alien workers.

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 on the basis of 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 sincerely held religious practices, 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.



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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.

SECTIONS 501 AND 505 OF THE REHABILITATION ACT OF 1973

This law makes it illegal to discriminate against a qualified person with a disability in the federal government. 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.

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.

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) ~~1)~~—eEnduring the offensive conduct becomes a condition of continued employment, or



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B) ~~t~~The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

1-2. Sexual Harassment is harassment of a sexual nature.

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, 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. Employers 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 establishing an effective complaint or grievance process, providing anti-harassment training to their managers and employees, and taking immediate and appropriate action when an employee complains. Employers 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.

EMPLOYER LIABILITY FOR HARASSMENT

The employer is automatically liable for harassment by a supervisor that results in a negative employment action such as termination, failure to promote or hire, and loss of wages. If the supervisor's harassment results in a hostile work environment, the employer can avoid liability only if it can prove that:

1. It reasonably tried to prevent and promptly correct the harassing behavior; and
2. The employee unreasonably failed to take advantage of any preventive or corrective opportunities provided by the employer.

The employer shall be liable for harassment by non-supervisory employees or non-employees



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over whom it has control (e.g., independent contractors or customers on the premises), if it knew, or should have known about the harassment and failed to take prompt and appropriate corrective action.

When investigating allegations of harassment, the EEOC looks at the entire record, including: the nature of the conduct; and the context in which the alleged incidents occurred. A determination of whether harassment is severe or pervasive enough to be illegal is made on a case-by-case basis.

If you believe that the harassment you are experiencing or witnessing is of a specifically sexual nature, you may want to see EEOC's information on sexual harassment.

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 the workplace or at any other location at which Town sponsored activity takes place. 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



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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 other appropriate person.

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. 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

Commented [MLS1]: Review heavily

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. 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 ~~(CEO title)~~ Town Manager.

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) days of conviction for a drug or alcohol related violation, whether or not 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 ~~[Position Title]~~ their supervisor and Human Resources, who ~~is~~ 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. Town personnel who hold a Commercial Driver's License (CDL) are subject to the provisions of the Commercial Driver's Licenses Drug and Alcohol Testing Policy. A



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program to assist employees who may have a drug/alcohol problem is provided through the Town's Employee Assistance Program. [Does the Town have an Employee Assistance Program, if not delete previous sentence](#).

No prescription drug 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 that are not prescribed in their name on Town property or while performing Town business. Soliciting or distributing prescription drugs 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

[You may eliminate this section if the Town does not or may not plan to use 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 of 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



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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 health**fully** 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.



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TERMS OF EMPLOYMENT

Personnel Files

The CityTown 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 [Position Title]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	

Personnel files are the property of the CityTown, 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 [Position Title]Human Resources Department. With reasonable advance notice, personnel files may be reviewed in the CityTown's offices and in the presence of an individual appointed by the CityTown 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 [Position Title]Human Resources Department.

Hiring of New Employees

The Town Manager and the Divisional Directors have final approval of hiring new employees. If a disagreement arises between the Town Manager and a Divisional Director, then the matter shall be brought to the Town Commission for a final decision.

However, 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



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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 or not to rehire the applicant. ~~The Town Manager shall have final approval of all new hires including re-employments.~~

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.].

Employment Status

PROBATIONARY EMPLOYEE

~~New e~~Employees who receive a ~~new~~ position within the Town ~~shall have a one (1) year probationary period.~~ ~~or~~ ~~are~~ ~~if~~ ~~an~~ ~~employee~~ ~~is~~ promoted to a new position, ~~the employee~~ shall have a ~~job~~ probationary period of six ~~(6)~~ months. 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 one year, to allow an employee more time to learn the new job requirements and fully master their position or learn the processes of the Town.

The employee's supervisor shall prepare a performance evaluation report at the end of ~~the~~ probation period.

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 unsh~~ ~~awilling~~ 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.



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The Town may, however, return ~~at the~~ 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 at six (6) months~~. These employees may be terminated at any time with or without cause, ~~in the Town Commission's sole discretion to applicable laws~~.

FULL-TIME EMPLOYEES

Full-time employees are regularly scheduled to work forty (40) 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 40 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



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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 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 30 days to fill the position.

Work Hours

Instruction: This Section and its Subsections need to be reviewed and clarified consistent with current practices. It was my understanding the Town was now working a 40 hour week, but the Current Language reads: Every full-time regular employee shall report to work at 830 a.m. and work until 500 p.m. Department heads shall advise employees when they shall be able to take breaks and lunch times in order to ensure department efficiency at all times. Any questions regarding this shall be directed to the Town Manager. In certain departments, the department heads may allow their staff to begin work at 800 a.m. and finish at 430 p.m. All such hours must be approved by the Town Manager.

With an hour for lunch...This needs to be revised if working 40 hours before overtime.

To ensure employee availability and accountability to the public the ~~city~~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 (*Current Language reads 8:30 a.m. to 5 p.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

The Town may wish to have more detail in this policy to ensure that employees do not abuse overtime with early or late check-in or out i.e. and establish repercussions for continued failure to clock in correctly. However, the Suggested management guidelines in the Personnel Procedural Guidelines for Manager may be sufficient.

All employees (Exempt and Non-Exempt) are required to follow established guidelines to accurately record hours of work by using the designated ~~timeclock~~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.

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

The Town has extensive responsibilities during an emergency. As such, any employee may be

Commented [MLS2]: Needs to be reviewed heavily



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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.

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.

To provide a policy that clearly defines what standby/on call status is, as well as what call back is AND

Commented [MLS3]: Unfinished?

CALL BACK

Current Language: Hourly employees who are called back to work after having completed a normal work day or are called into work on their day off shall be paid for three (per existing 1997 policy-Note Industry Standard is two) hours or the actual time worked, whichever is greater. These call backs shall be paid at time and a half of the employee's straight hourly rate. -Do you wish to include these hours in overtime, if you are already committing to 3 hours regardless of how long the work?

An employee required to work off hours due to an emergency or other urgent situation, shall be paid for the actual time worked or a minimum of three (3) hours, whichever is greater.

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 so as to constitute overtime.

Compensatory time shall be paid at the employee's current rate of pay on the day earned.

(or taken? What is the preference?)

STANDBY/ON CALL

In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to standby duty. A standby duty assignment is made by the department head who required an employee to be available for work due to an urgent situation which occurs during off-duty time which may include nights, weekends, or holidays.

MEAL BREAKS AND REST PERIODS

Again this language needs to be resolved based on a 40 hour work week. If working from 8:30 to 5 is it a 30 minute lunch? Or is it 8 to 5 with one hour?

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.



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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.

ADVERSE WEATHER CONDITIONS

Town facilities shall generally be open during adverse weather, i.e. hurricanes. Due to individual circumstances, each employee shall have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety shall not normally have their pay reduced as a result of this absence. 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.

WORK CANCELLATION

On the sole authority of the Town ~~Manager~~Mayor, if the Town is forced to temporarily close its operations for one day or less, employees who are scheduled and available for work shall be paid the regular pay they would have received if the closure had not occurred. Employees are expected to remain available to return to work throughout the regular work day. Closures of more than one day shall be addressed on a case-by-case basis, with the Town Manager providing timely directive.

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.

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



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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 at or near the minimum rate in the pay range. However, the Town Manager may approve a starting salary up to 5% above the minimum based on objective factors such as experience, qualifications, and/or other job-related factors consistent with salaries of Town employees with similar experience. Any starting salary that is more than 5% above the minimum rate in the pay range must be approved by the Town Commission along with a written report from the Human Resources Department.

WAGES

Merit Increases

Merit increases may only be applied to individual salaries if budgeted and approved in advance by the Town Commission during the annual budget process.

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 shall only be given as an annual bonus to avoid compression of the competitively established classification and compensation plan.

Performance Evaluations

~~From time to time or Annually?~~Semi-annually, employees shall be provided with a formal evaluation of their performance by their supervisors, which shall also be reviewed by the Town Manager ~~or 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



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disagreement to be included within their personnel file.

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 each individual's salary if approved by the Town Commission during the annual budget process.

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 **actually** 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. If compensatory time in lieu of wages is used, the compensatory time off must be taken within ~~three months~~ **he two (2) pay periods** immediately following the accrual of compensatory time. If not used within that time period, the employee shall be paid for the unused compensatory time consistent with FLSA.

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



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- 1 Promotion Pay shall be the minimum of the new pay grade or current pay plus 5%, whichever is greater.
- 2 Temporary Reassignment to a higher pay grade and additional responsibility shall be the minimum of the new pay grade or current pay plus 5%, whichever is greater. Upon return to the former position, the pay shall return to the original pay amount.
- 3 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.)

PAY PERIODS AND DIRECT DEPOSIT

Pay periods for Town of Pembroke Park employees cover two weeks, beginning at 12:00 a.m. every other Saturday. 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.

PAYMENT FOR ACCUMULATED LEAVE:

The explanation of payment for accumulated earned leave time is included in the sections on sick and vacation leave.

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

Commented [MLS4]: Needs heavy review



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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 particular course or program is "directly related" to the employee's work.

Employees must obtain approval before enrolling in a course or program.

Employees may receive reimbursement for up to percent of the tuition cost for training or college courses that they take on their own initiative. The reimbursement must be repaid if the employee leaves (local unit title) employment within twenty-four months of receipt.

Commented [MLS5]:

CONFERENCE AND SEMINAR POLICY

Requests to attend a conference or seminar must be budgeted and approved by the Department Head and the Town Manager.

Benefits

Instruction: This language should be general language as benefits are not constant and may overtime be impacted by budgetary considerations. Annually a summary benefits plan should be presented to



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employees that reflects any changes in 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

Commented [MLS6]: Unfinished?

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.

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.

The Town provides group short-term disability insurance to full-time employees. Benefits are payable from the 1st day of disability due to accidental bodily injury or from the 8th day of disability due to sickness, for a period not to exceed 26 weeks for any one period of disability. Check with the Treasurer for plan documents and additional detail.

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.

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.



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Paid and Unpaid Leave

Instruction: Manual and Code were inconsistent... Review and ensure current practices and the Town Commission's desires are provided for.

HOLIDAYS

All regular hourly employees working a minimum of forty (40) 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.

Select the correct list for inclusion from the code or the 1998 manual.

<u>1998 Manual List</u>	<u>Sec. 19-26.</u>
New Year's Day	New Year's Day;
Martin Luther Kings' Birthday	
President's Day	President's Day;
Memorial Day	Memorial Day;
Independence Day (Fourth of July)	Independence Day;
Labor Day	Labor Day;
Columbus Day	Columbus Day;
Veterans Day	Veteran's Day;
Thanksgiving Day	Thanksgiving Day;
Day after Thanksgiving	Friday following Thanksgiving Day;
Christmas 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 who take 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.

VACATION/ANNUAL LEAVE

Accrual Rate

Note the difference in the Manual and Code and decide which it is supposed to be.

Fire Department Language was removed.

Manual

Manual

Code

Manual

Code



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Number of Months of Continuous Employment	Hours Accrued Each Week	Number of Hours Per Year	Nothing
0 to 48	1.539	80.00	Nothing
48 to 120	2.308	120.00	Nothing
120 or more	3.077	160.00	Nothing

Rules

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.

Annual leave shall bhe 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 hbe 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

Note the language in the code and manual are slightly different the 400 hours is not included in both. I have included it here. It is standard practice to limit the payout liability. 400 hours is an acceptable amount.

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 subject to the approval of the Town Manager.

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

TO ensure intent of Commission is achieved, the language from both Code and Manual are included. The Correct language if different must be chosen.

Language not in the Code must be approved and accepted if the intent is for it to be policy.

Accrual Rate



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Code: Officers or employees of the Town shall accrue sick leave time at the rate of one (1) day for each month of continuous service with the Town provided the individual is a full-time regular officer or employee.

Manual: 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

Code: Sick leave time shall not be utilized by an officer or an employee for purposes other than illness or disability.

Code: Any officer or employee, while on sick leave, shall continue to receive the benefits to which such officer or employee would be entitled had such officer or employee been performing his or her normal duties.

Manual: 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 critical 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.

Conversion to Special Vacation Time

Code: Any officer or employee shall be entitled to convert one-fourth of each year's accrued but unused sick leave time to special vacation time. Such special vacation time, once so converted, which conversion must be in writing, shall be taken within the following year or it shall thereafter be disallowed.

Manual: 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

Code: Every officer or employee, or his or her beneficiary in the event of the death of the officer or employee, upon termination for whatever reason, or upon death, shall be entitled to receive payment for accrued sick leave up to a maximum payment of five hundred dollars (\$500.00).

Manual: 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



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Code: 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.

Code: 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.

Code: 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.

Current Manual

Manual: Sick leave is a privilege extended to employees as opposed to an expected benefit provided by the Town. In order to preclude sick leave abuse, ~~any employee who~~

Manual: Takes more than 48 hours sick leave, ~~or leave without pay during the previous 12-month period (said time taken in four or more increments during this period) shall not be paid for the first day off in the succeeding 12-month period, without a physician's statement and/or special approval from the department head.~~

Manual: Takes sick leave of more than two continuous days in duration may be required to submit a certificate from a physician and the supervisor may, with the Clerk-Commissioner's ~~approval~~ cause such investigation as deemed necessary.

Manual: Employees are required to notify their immediate supervisor on the first day of sick leave not later than 30 minutes after 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

This is the current language which is confusing and does not fully address FMLA and other considerations.

Current Manual/Code Language: When, after discussion between the Clerk-Commissioner and the concerned department head, any permanent, full time employee of the Town who is required to be off work due to an on the job injury may receive injury pay from the Town as follows (These conditions are dependent upon the specific approval of the Clerk-Commissioner after direct consultation with the appropriate department head).

The injured employee shall receive regular pay from the Town for the first seven calendar days off the job.

2. For the next fifty-three calendar days, or portion thereof, the employee remains off duty because of a job incurred injury, the Town shall pay to the employee the difference between the



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regular straight time wages and the amount being paid per week by Workers Compensation Insurance such pay to total 80% of the employee's regular straight time pay. Employees have the option of applying annual leave to bring the salary to a figure not to exceed 100% of normal straight time pay.

-3.Sick leave shall not be charged for time missed as a result of an on the job injury.

4.For absences in excess of fourteen days in which case Workers Compensation becomes retroactive to the day of injury, any such disability benefits received by the employee for the first seven calendar days or a portion thereof shall be reimbursed to the Town.

The following language is suggested as best practice as it addresses the intent of sick leave to provide short term disability and the requirements and use of FMLA. IF this is acceptable, delete all the language in blue and allow this language to stand.

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 as long as 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.

The following language replaces existing with standard language currently in use.

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 days or twenty-four hours of pay shall be allowed an employee to attend a funeral within an immediate family. Immediate family shall include spouse, mother, father, children, brother, sister, grandparents, ~~in-laws~~, ~~step-children~~, grandchildren, aunt, uncle, or first cousin.



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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 CityTown 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:

Commented [MLS7]: 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 CityTown 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 CityTown and must be completed within twelve months of the qualifying event.

Spouses who are both employed by the CityTown 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.



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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.

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 CityTown 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 [Position Title]. If possible, the request should be made thirty days in advance of the effective date of the leave. The [Position Title] 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 [Position Title] where final approval shall be determined.

If the employee takes leave without previously advising the CityTown 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 [Position Title] 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 CityTown with at least two weeks advance notice of the date the



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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 City/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-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 [Position Title] for more information or questions about military leave.

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 six months. 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.



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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 and authorized by the Town Commission.

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 [Position Title] 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.

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



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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 Town Manager.

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 based on Department Head recommendation.



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Is the Town going to continue to have the Mayor and or a Commissioner involved in termination actions. Strongly recommend this be turned over to the Town Manager who has a matter of course should keep the Commission informed of such actions.

Disciplinary actions may include any or all of 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 Oral 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.

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 [Position Title] 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 in conduct 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;



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- 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 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 or injury to others;
- 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 Violation of departmental rules;
- 15 ~~Shallful-Willful~~ violation of any safety rule or practice;
- 16 Guilty of conduct unbecoming of an employee of the Town's service whether on duty, or off;
or
- 17 Intoxicated ~~edion~~ 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 ~~S~~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 Procedural Rights

INVOLUNTARY TERMINATION AND PROCEDURAL RIGHTS

The Town Manager, Divisional Directors, and Department Heads serves at the pleasure of the Town Council/Commission. ~~Termination of a~~All other employees ~~are made by~~may 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



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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-~~shall~~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 5 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 Mayor. During the course of any investigation or hearing, the Town Manager, or the Mayor, as the case may be, ~~may~~ 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 five (5) 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



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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 ~~complaint 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 ~~his/her~~ 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 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 work place 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,



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officers, and volunteers, at every level within the organization, are expected to treat each other as respected and valuable colleagues.

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 this 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



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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-The~~ other employment will not be inconsistent with the employee's public duties or the provisions of Chapter 112, Florida Statutes; or
2. ~~the-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



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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 may participate in any decision specifically to appoint, hire, promote, discipline or discharge an immediate 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



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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) 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, Assistant Town Manager or any Department Head 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



Personnel Policy Manual

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 Nature of the employment and duties to be performed; and
- approximate Approximate number of hours to be worked per week.



Personnel Policy Manual

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:

- ~~a~~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.



Personnel Policy Manual

- 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.

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 ~~2~~ 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 insure 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.



Personnel Policy Manual

Customer Service

The Town of Pembroke Park requires employees to represent the Town in a positive manner and treat customers and residents with courtesy and respect at all times.

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, factual information, without prior authorization.

The Work Place 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. Generally speaking, 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 or not attire is acceptable.

USE OF TOWN RESOURCES

Vehicles, materials, facilities and equipment owned by the Town are intended for Town business



Personnel Policy Manual

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 [Position Title] during orientation.

The [Position Title] shall issue picture identification cards to all employees with the exception of 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 [Position Title] along with a completed "Surrender of 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 [Position Title].



Personnel Policy Manual

KEY DISPERSAL

Keys to Town buildings, facilities, vehicles or equipment may be issued to employees. Keys are never to be duplicated, given or lent to anyone else, including a fellow employee. Lost or stolen items must be immediately reported to the Town Manager.

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 with regard to 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 AND SMOKELESS TOBACCO USE

Smoking is strictly prohibited within all work areas and public spaces including Town vehicles, conference rooms, private offices, reception areas, restrooms, stairwells, hallways, work stations, and all other enclosed areas. This policy applies to all employees, customers, contractors and visitors.

Employees who wish to smoke may do so only during regular break periods, and may smoke only outdoors in designated areas. Employees may not litter and must properly dispose of smoking materials.

Persons observing a violation of this policy report it to their supervisor or the Town Manager. All complaints shall be investigated and all personnel are expected to cooperate fully.

Employees or individuals smoking in violation of this policy shall be asked to stop. If they refuse, they shall be asked to leave the work area and may be subject to civil fines (\$100 first offense, \$500 subsequent violations). In addition, employees who refuse to comply shall be considered insubordinate and shall be subject to related disciplinary action up to and including discharge.



Personnel Policy Manual

Retaliation against individuals for reporting violations of this policy or for exercising their rights under the law shall not be tolerated. If you believe you are being retaliated against, immediately report it to your supervisor or the Town Manager. Those engaging in retaliation are subject to disciplinary action up to and including discharge.

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 at a rate set by the Town ~~Council~~Commission.

Any employee driving on Town business, whether using their own vehicle or the Town's, must have a valid Michigan 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.

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. 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.

Smoking is strictly prohibited in Town vehicles.

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 [Position Title], if the card is lost or stolen.



Personnel Policy Manual

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 League-Town credit card upon request, including at the time of termination.

Use of Communication Systems

The Town of Pembroke Park provides its employees with the necessary communication equipment for prompt and efficient execution of Town business such as telephones, cell phones, voice mail, radios, etc. Supervisors are responsible for instructing employees on the proper use of communications equipment for both internal and external Town communications.

All Town communications equipment and services, including personal messages transmitted or stored by them, are Town of Pembroke Park property. As they are Town property, all Town communications, services and messages are also subject to all Freedom of Information Act (FOIA) requirements and may be required to be made public upon request. In addition, the Town may access and monitor internal and external communications as deemed appropriate.

Improper use of Town of Pembroke Park communication equipment or systems shall result in discipline, up to and including termination. Improper use includes communication that violates the harassment policy or policies regarding personal use or abuse of Town property or any other policy contained within this manual.

COMPUTER, INTERNET AND E-MAIL POLICY

All documents, e-mail, and other electronic work products originating from or received by the Town computer systems are the property of the Town of Pembroke Park, and are not considered private information. Employees should have no expectation of privacy with regard to computer use and communications.

GENERAL COMPUTER POLICIES

Only those persons given permission are permitted to use any computer resource owned, rented or leased by the Town of Pembroke Park.

Only designated personnel or persons contracted by the Town may install software or hardware on any Town computer system. Prior approval from the Town Manager's office is required before installing anything on a Town computer.

All disks, CDs or any other file storage device brought from any outside entity must be scanned for viruses before being loaded on the Town's computer system.

Unlawful copying of any software is strictly forbidden. This includes loading unlicensed software on Town computers or loading Town software on computers that are not owned, rented or leased by the Town.

Employees may not delete or destroy any electronic records or documents related to official Town business except as provided in official record retention and disposal policies of the Town Clerk.



Personnel Policy Manual

INTERNET USE

Access to the Internet is provided as a tool for official Town-related research and communication.

Use of the Town's computer resources or Internet service for any unlawful purpose is strictly prohibited.

The Town actively monitors incoming and outgoing Internet traffic; employees should have no expectation of privacy.

Inappropriate or unlawful use of the Internet may result in the loss of access for the user and/or disciplinary action up to and including discharge.

E-MAIL USE

E-mail usage is for official Town communication purposes only, whether it is internal or external.

Electronic mail may constitute a public record under certain circumstances and may be accessible or obtainable by individuals, agencies and others outside the Town of Pembroke Park.

Employees may not delete or destroy any email communications related to official Town business except as provided in official record retention and disposal policies of the Town Clerk.

The Town actively monitors incoming and outgoing email; employees should have no expectation of privacy.

WEBSITE

The purpose of the Town of Pembroke Park's website is to provide information about Town operations and governance as well as information of general interest to the community. The Town Manager or his/her designee has final approval of any links or postings to the website.



Personnel Policy Manual

DEFINITION OF TERMS

***Purpose:** To provide a listing of definitions applicable to the Personnel Policies and Manual.*

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 position-class of positions so that all positions of a given class shall be paid in the same pay range established for the class.

Department Head – Employees of the Town designated to be head of a department.

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.

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.



Personnel Policy Manual

Part-Time Employee – ~~a~~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 ~~Ca~~~~U~~~~3~~ecause 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, ~~r~~responsibilities, and/or requirements of the existing position, ~~r~~or because of a revision to the classification.

Resignation – The voluntary termination of employment by an employee.

Suspension – Enforced leave of absence, without pay, of an employee for disciplinary purposes or, with or without pay, as determined by the Town Commission, ~~r~~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.

Vacancy – A position established in a current budget as duly created and not currently occupied by an incumbent.

AGENDA ITEM REPORT



To: Commissioner Cohen
Subject: Update Public Services Director Flooding Back-up.
Commissioner Cohen/ Attorney Ryan
Meeting: Agenda Regular Commission Meeting - April 08 2020
Department: Administrative
Staff Contact: Dierdre Davis, Administrative Assitant

BACKGROUND INFORMATION:

Continued discussion from March 12,2020 Commission Meeting

FINANCIAL IMPACT:

None

Office of Inspector General Report

02/02/2018

John W. Scott



BROWARD OFFICE OF THE INSPECTOR GENERAL

MEMORANDUM

To: Honorable Ashira Mohammed, Mayor, Town of Pembroke Park
and Members, Town of Pembroke Park Commission

From: John W. Scott, Inspector General 

Date: February 2, 2018

Subject: **OIG Final Report Re: *Misconduct and Gross Mismanagement In The Town of Pembroke Park's Procurement of Professional Engineering Services, Ref. OIG 14-032***

Attached please find the final report of the Broward Office of the Inspector General (OIG) regarding the above-captioned matter. The OIG has determined that for 16 years, the town manager (who retired on January 3, 2018) and two other administrative officials engaged in gross mismanagement, misconduct, or both in the procurement of professional engineering services from Craig A. Smith and Associates, Inc. (CAS), the town's interim town engineer, consultant engineering firm, and (for twelve years of that time) its lobbyist or grant specialist.

The OIG's investigation into the town's processes for the procurement of engineering services revealed that, contrary to its own ordinance, the town failed to issue purchase orders prior to the procurement of engineering services on 66 engineering procurements from CAS. The OIG also determined that the town consistently used CAS's engineering services for the town's projects without regard for state and federal procurement regulations requiring the town to procure such services through competitive solicitation and negotiation and in a manner that was free of actual and apparent conflicts of interest.

In its response to the preliminary version of this report, the OIG received responses from the town (through the mayor), the vice-mayor, finance and budget director Georgina Rodriguez, public works director Todd Larson, and former town manager Robert Levy. In their responses, the individual parties do not challenge the OIG's overall findings. Instead, they offer explanations as to why they are not responsible for the deficiencies identified.

The OIG acknowledges that the town began to address the concerns raised in this report after this investigation became known to officials and staff. The OIG is specifically encouraged by the town's response which reflects its commitment to correcting the deficiencies identified by the OIG's investigation. In its response, the town reported on the changes already made and summarized the steps it intends to take in order to implement the remaining recommendations

John W. Scott, *Inspector General*

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offered by the OIG. To that end, we have requested that the town provide us with a status report in 90 days, or by May 3, 2018, regarding the town's progress.

Attachment

cc: Honorable Barbara Sharief, Member, Broward County Board of County Commissioners
Tom S. Wilde, Assistant Town Manager, Town of Pembroke Park
Individuals previously provided a Preliminary Report (under separate cover)

BROWARD OFFICE OF THE INSPECTOR GENERAL



FINAL REPORT

**OIG 14-032
February 2, 2018**

*Misconduct and Gross Mismanagement in the Town of Pembroke Park's
Procurement of Professional Engineering Services*



BROWARD OFFICE OF THE INSPECTOR GENERAL

FINAL REPORT RE: *MISCONDUCT AND GROSS MISMANAGEMENT*
IN THE TOWN OF PEMBROKE PARK'S PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES

SUMMARY

The Broward Office of the Inspector General (OIG) has concluded its investigation into the Town of Pembroke Park's procurement of professional engineering services, determining that the town manager (who retired after we released our December 21, 2017, preliminary report in this matter) and the public works director engaged in misconduct and that the town manager, the public works director, and the finance and budget director engaged in gross mismanagement.

During the OIG's general review of the town's procurement process, we became concerned whether the town was circumventing competitive solicitation requirements.¹ We substantiated this concern. Chief among our disturbing findings was that, on 66 out of 67 documented procurements between 1999 and 2015, the town exclusively used Craig A. Smith and Associates, Inc. (CAS) – its interim town engineer and consultant engineering firm and (for twelve years of that time) its lobbyist or grant specialist² – for its engineering services needs.

We determined that the town did not issue any purchase orders prior to procurements, did not issue requests for qualifications (RFQs) or create a pool of qualified firms, did not issue requests for proposals (RFPs)³ from that pool for individual projects, and did not competitively negotiate for engineering services. On at least 66 occasions, the responsible town officials disregarded the local code that mandated they issue prior purchase orders. On 22 occasions, they also flagrantly and repeatedly disregarded the laws that required that the town procure engineering services through a fair, open, and competitive solicitation; that terms be competitively negotiated; that the procurements be free of conflicts of interest; or some combination of these requirements. These laws included the Consultants' Competitive Negotiation Act (CCNA), which is applicable to all local governments in Florida and the federal regulations governing the federal grants that CAS sought and the town used to pay CAS for the engineering services.

The town paid CAS approximately \$3,323,245 in public funds for those 22 projects between 1999 and 2015.

¹ We limited our scope to procurement processes in part due to our difficulty in obtaining town records, which in many cases made our assessment of the town's processes difficult or impossible.

² CAS contracted with the town to provide services as a "[c]onsultant to obtain and administer Special Legislative Appropriation Funding on the TOWN's behalf, and ... to administer the special funding projects relating to improvements in the TOWN." (Exhibit 4) Witnesses referred to this CAS role variously as "lobbying," "grant writing," and "grant specialist" services. We refer to this CAS role as "lobbyist or grant specialist."

³ RFPs are written or electronically posted solicitations for competitive, sealed proposals. § 287.012, Florida Statutes.

BROWARD OFFICE OF THE INSPECTOR GENERAL

FINAL REPORT RE: MISCONDUCT AND GROSS MISMANAGEMENT

IN THE TOWN OF PEMBROKE PARK'S PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES

The OIG also determined that the town manager, the public works director, and the finance and budget director engaged in gross mismanagement when they failed to properly administer the public funds used to procure CAS's services between 1999 and 2015.

The town began to address its procurement shortcomings after this investigation became known to officials and staff in or after August 2014.⁴ In addition to the steps the town has already taken, it should implement the recommendations that appear at the conclusion of this report.

In light of our finding that town officials violated federal regulations in the procurement of federal grants, some of which Broward County sub-awarded to the town, in accord with our charter mandate, we are referring this matter to the Office of Inspector General of the U.S. Department of Housing and Urban Development (HUD) and the Housing Finance and Community Redevelopment Division of the Broward County Department of Environmental Protection and Growth Management for further action as those agencies deem appropriate.

Finally, in carrying out its charter mandate, the OIG has observed that some other Broward municipalities appear to fail to follow the CCNA. This state law applies to much of local governments' procurement of architectural, engineering, landscape architectural, and surveying and mapping services. We urge all local governments here in Broward County to take special note of the CCNA's requirements as detailed within this report and to counsel those responsible for the procurement of such professional services on the benefits of following and the hazards of failing to follow the CCNA.

OIG CHARTER AUTHORITY

Section 10.01 of the Charter of Broward County empowers the Broward Office of the Inspector General to investigate misconduct and gross mismanagement within the Charter Government of Broward County and all of its municipalities. This authority extends to all elected and appointed officials, employees and all providers of goods and services to the County and the municipalities. On his own initiative, or based on a signed complaint, the Inspector General shall commence an investigation upon a finding of good cause. As part of any investigation, the Inspector General shall have the power to subpoena witnesses, administer oaths, require the production of documents and records, and audit any program, contract, and the operations of any division of the County, its municipalities and any providers. The Broward Office of the Inspector General is also empowered to issue reports, including recommendations, and to require officials to provide reports regarding the implementation of those recommendations.

⁴ The OIG's investigation was heavily dependent on the ability to receive town records when and as requested. Often during the course of our review, the town failed to provide adequate records of its past procurements in a timely manner, if at all. According to the public works director's response to this report, he is facing the same challenges today

BROWARD OFFICE OF THE INSPECTOR GENERAL

**FINAL REPORT RE: MISCONDUCT AND GROSS MISMANAGEMENT
IN THE TOWN OF PEMBROKE PARK'S PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES**

RELEVANT GOVERNING AUTHORITY

Pembroke Park Town Charter

Part I, § 15 – Creation of departments, provides:

For the purpose of systematically handling the government, the Commission shall create the following departments, and one Commissioner shall have charge of each department: Executive Department, in charge thereof to be ex-officio the Mayor; Department of Taxes, the Commissioner in charge thereof to be the Clerk; Department of Finance, the Commissioner in charge thereof to be the Vice-Mayor; Department of Health and Zoning, one of the other Commissioners as is designated by resolution of the Commission; and Department of Public Works and Water, one of the other Commissioners as is designated by resolution of the Commission.

Pembroke Park Town Code

§ 2-84 – Duties, responsibilities

The duties and responsibilities of the Town Engineer shall be as follows:

- (1) He shall prepare all specifications, designs, plans and contractual documents for all public work projects including, but not limited to, streets and roadways, drainage, water and waste water and sanitary sewage collection systems.
- (2) He shall review all plat submissions and provide his written recommendation regarding same.
- (3) He shall review all site plan submissions and provide his written recommendation regarding same.
- (4) He shall review all plans and specifications for water, drainage, streets and roadways submitted by private developers and provide his written recommendation regarding same.
- (5) He shall observe and review all engineering projects built by the Town or built for the Town under contracts with private contractors and provide a written report on his observations.
- (6) He shall observe and review all engineering projects built by private developers under permits from the Town and provide a written report on his observations.
- (7) He shall review cost estimates whenever costs are a basis for the fee to be charged for permits or otherwise.
- (8) He shall advise the Commission as requested from time to time on all engineering matters.
- (9) He shall advise the Commission immediately upon his observation of any project or undertaking within the Town that does not comply with sound engineering principles.
- (10) He shall respond to questions on any engineering matter for the staff and employees of the Town.
- (11) He shall appear at all Commission meetings wherein a matter relating to engineering is scheduled to be discussed and also upon the request of the Commission.

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- (12) He shall determine whether or not the elevations of all sites submitted for development are within the criteria as provided in the floodplain ordinance and submit his written report with respect to same.

§ 2-94 – Duties and responsibilities.

The duties and responsibilities of the Town Manager shall be as follows:

- (a) To see that the policies and directions of the Commission with respect to the administration and operation of the Town are followed.
- (b) To attend all meetings of the Commission.
- (c) To prepare the agenda for all meetings of the Commission including, but not limited to, special and workshop meetings.
- (d) To keep the Commission fully advised as to the needs of the Town.
- (e) To recommend to the Commission for its consideration such measures as he or she may deem necessary, expedient or otherwise in the Town's best interests.
- (f) To review the operations and administration of all departments and divisions of the Town government and to periodically report to the Commission as to the operations of same, and recommendations, if any, with respect to said department or division.
- (g) To exercise general supervision over the operation of the Administrative Department of the Town. ...
- (k) To assist the Budget and Finance Director and the Town Planner in making application for Federal and State grants as directed by the Commission. ...

§ 24-74. – Duties, responsibilities.

The duties and responsibilities of the Finance and Budget Director shall be as follows:

- (1) To advise the Commission on all matters relating to fiscal affairs of the Town including budgeting and accounting;
- (2) To assist in the preparation of the annual budget of the Town;
- (3) To review expenditures to ensure compliance with the current budget of the Town;
- (4) To recommend amendments and revisions to the annual budget when advisable;
- (5) To review bookkeeping, accounting and disbursement procedures to ensure compliance with the statutes of the State and the ordinances and resolutions of the Town;
- (6) To review investment policy to ensure the highest return to the Town on its investments and that such investments are made in accordance with the applicable statutes of the State and the ordinances of the Town;
- (7) To perform such other duties as may be assigned by the Commission relating to the financial and budgetary matters of the Town.

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§ 2-121. - Commission authorization required for procurements.

No services, materials and/or supplies shall be procured for or on behalf of the Town unless such procurement has specifically been authorized by the Town Commission in a regular or special meeting, except as may be otherwise provided in this article.

§ 2-122. - Purchase orders—Required.

No services, materials and/or supplies shall be procured for or on behalf of the Town unless prior to such procurement a purchase order shall have been issued therefor and signed by the Clerk-Commissioner or, in his absence or disability, by the acting Clerk-Commissioner, except as provided pursuant to section 2-124 of this division.

§ 2-123. - Same—Conditions for issuance.

The clerk-commissioner ... is hereby authorized to issue purchase orders for any services, materials and/or supplies for which specific authorization has previously been made by the town commission in accordance with the provisions of section 2-121, and for any purchase or procurement of services, materials and/or supplies, the cost of which is less than five hundred dollars (\$500.00), provided the purchase or procurement has been authorized in the then current annual budget of the town, and the proposed expenditure is within the amount appropriated for the purchase and there remains unencumbered and unspent in such appropriation a sufficient sum to pay for the item or items included in the purchase order; provided, however the clerk-commissioner ... is hereby authorized to issue purchase orders upon the written request of the town engineer for projects previously approved by the commission in amounts exceeding five hundred dollars (\$500.00), but not exceeding fifteen hundred dollars (\$1,500.00), for work in connection with said projects

§ 2-124. - Regular, recurring procurements.

The Town Commission may, by resolution from time to time, provide for the payment for certain services, materials and/or supplies which are procured on a regular or recurring basis, either pursuant to contract or otherwise, without the requirement of a purchase order for same, or the submission of such invoice to the Town Commission for individual approval.

§ 2-125. - Authorization to pay for services and materials.

The Clerk-Commissioner is hereby authorized to pay upon receipt, or thereafter, any invoice or statement to the Town for services, materials and/or supplies that have been ordered pursuant to the provisions of section 2-123 of this division, provided such services, materials and/or supplies have been rendered or delivered in accordance with the provisions of the purchase order. The Clerk-Commissioner shall pay upon receipt, or thereafter, any invoice or statement for services, materials and/or supplies that have been approved for

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payment by the Town Commission pursuant to resolution adopted in accordance with the provisions of section 2-124 of this division. ...

§ 2-127. - Schedule of bills, invoices, to be on Commission agenda.

The Clerk-Commissioner shall attach to the agenda of each regular monthly meeting of the Town Commission a schedule of bills or invoices to be approved by the Town Commission, as well as a schedule of any bills or invoices that have been paid pursuant to the provisions of this article, and were not presented to the Commission on any prior schedule of bills or invoices for approval. ...

§ 2-141. - Required for certain purchases.

- (a) The purchase of any supplies, materials, goods, merchandise, printing, equipment or other personal property and the letting of contracts for construction projects in excess of three thousand dollars (\$3,000.00) shall be permitted only after written competitive bids from at least three (3) different sources are received by the Commission for consideration.
- (b) No purchase of any supplies, materials, goods, merchandise, printing, equipment or other personal property nor the letting of contracts for construction projects shall be permitted when the purchase price thereof is in excess of twenty-five thousand dollars (\$25,000.00) per item, unless upon competitive bids received as provided in this division. ...

§ 2-143. - Publication and posting of notice for bids.

Whenever competitive bids are required, pursuant to the provisions of this division, notice of the solicitation of such bids shall be published by the Clerk-Commissioner in a newspaper of general circulation in the County two (2) times at one-week intervals, with the first publication not less than ten (10) days nor more than twenty (20) days prior to the day the bids are to be received and opened. In addition, the Clerk-Commissioner shall cause such notice to be posted in two (2) conspicuous places in the Town Hall, which posting shall be made at least ten (10) days prior to the day the bids are to be received and opened.

Consultants' Competitive Negotiation Act (CCNA)

F.S. § 287.055, Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties. ...

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(2) DEFINITIONS.—For purposes of this section: ...

(g) A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another. ...

(l) “Negotiate” or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion. ...

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—

(a) 1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount ... or for a planning or study activity when the fee for professional services exceeds the threshold amount⁵

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. ...

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.—

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may

⁵ The threshold for construction costs was \$250,000 in 1999 to 2009 and \$325,000 in 2010 to 2015. The threshold for planning or study activity fees was \$25,000 in 1999 to 2009 and \$35,000 in 2010 to 2015.

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require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount ... or for a planning or study activity when the fee for professional services is not in excess of the threshold amount. ... However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinitiate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.—

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount ..., the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

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(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached....

(8) STATE ASSISTANCE TO LOCAL AGENCIES.—On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts. ...

Federal Regulations

24 § 85.36 Procurement. ...

(b) *Procurement standards.*

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or

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agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. ...

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of § 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest, ... and
- (vii) Any arbitrary action in the procurement process. ...

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations: (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. ...

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed.

(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources. ...

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(3) Procurement by *competitive proposals*. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- (ii) Proposals will be solicited from an adequate number of qualified sources;
- (iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
- (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
 - (A) The item is available only from a single source;
 - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (C) The awarding agency authorizes noncompetitive proposals; or
 - (D) After solicitation of a number of sources, competition is determined inadequate.
- (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
- (iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section. ...

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(f) *Contract cost and price.*

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. ...

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000) ...

2 CFR §§ 200.317-326

On December 19, 2014, the Office of Management and Budget (OMB) and all federal award granting agencies published a joint, government wide, interim rule. In this rule, HUD codified the requirements for federal awards and amended 24 CFR parts 84 and 85 by removing all substantive provisions. Additionally, it included a provision that federal awards made prior to December 26, 2014 be governed by parts 84 or 85. Federal awards made after December 26, 2014 are governed by 2 CFR §§200.317-§200.326. Through its investigation, the OIG identified eight Pembroke Park projects funded by federal awards. 24 CFR §85.36 governs seven of these awards, while 2 CFR §200.317-326 governs the remaining one.

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The new provisions within 2 CFR §§ 200.317-326, applicable to the town's eighth project, are identical in substance to the provisions of 24 CFR §85.36, cited above.

INDIVIDUALS AND ENTITIES COVERED IN THIS REPORT

The Town of Pembroke Park

The town was incorporated in 1957. With a population of approximately 6,000 residents that doubles during the winter, the town is located off I-95 and Pembroke Road and has a total area of 1.6 square miles.

Five commissioners comprise the town's governing body. Currently, the mayor, the vice mayor, and two additional commissioners sit on the commission; there is one open seat. As of September 2016, the town payroll records reflected 30 full-time staff employees.

As directed by the town's charter, the mayor is charged with overseeing the executive department, the vice-mayor is charged with the department of finance, the clerk commissioner is charged with the department of taxes, and the remaining commissioners are charged, through resolution, with the department of health and zoning and the department of public works.⁶ According to the organizational chart included in the town's comprehensive annual financial report for the past thirteen years,⁷ the town attorney, deputy town clerk, and town manager report directly to the town commission. The finance and public works departments report directly to the town manager.

Craig A. Smith & Associates, Inc.

CAS is a civil engineering, surveying, and construction management firm that was incorporated in 1980. It has provided engineering services to the town since the 1980s. CAS served as the town's interim town engineer from August 1999 until March 2015. It was the town's consultant engineer from February 2000 until at least February 2017. It was also the town's lobbyist or grant specialist for part of this time, seeking and securing grants for engineering projects from October 1999 until August 2011.

⁶ As reported here, the town's charter provides that the elected officials are in charge of different town departments. But we could not discern in law or fact what "in charge" means or how the town interprets the term, except to observe that the town manager appears to control the administration of the town. We found that the elected officials relied exclusively on the documents and recommendations that the town manager, the public works director, the finance and budget director, and the interim town engineer provided to them. The town commission as a whole also approved each of these procurements based on the assertions of the professionals. Especially considering the interviews of the mayor and vice mayor described herein, in which they credibly stated that they questioned staff on certain aspects of these procurements and the documents to support them and that they ultimately relied on the professionals, we find in this matter that the elected officials reasonably relied on the town manager's assertions that this was how the process worked.

⁷ This organizational chart is outdated, considering the fact that there are now two assistant town managers but the chart only reflects one.

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Robert Levy

Mr. Levy has worked for the town since the late 1980s, except between March 1995 and October 1997, when he was the city manager for the City of Wilton Manors. The town commission appointed him the town administrator (later changed to town manager) in 1997, and he has held the post since.⁸ Although he described his duties as limited to advising the commission, the town code establishes his duties as the execution of the commission's policies and directions, advising the commission of town needs, recommending measures necessary or in the town's best interests, reviewing and reporting on the operations and administration of all town departments and divisions, exercising general supervision over administration, and assisting in applying for grants as the commission directs. The finance and budget director and the public works director report directly to him. As the town manager, while on contract, he reports to and serves at the pleasure of the town commission.

Todd Larson

Mr. Larson is the public works director for the town and has held this position since 2000. He is responsible for the public works department's procurement of goods, materials, and services valued over \$500, which includes providing for the town's engineering needs. He reports directly to the town manager.

Georgina Rodriguez

Ms. Rodriguez has been the town's finance and budget director for 16 years and, although the town code states she is appointed by and serves at the pleasure of the town commission, she reports to the town manager. The finance department is responsible for the town's purchasing function. According to the town code, her duties include ensuring that town funds are spent in an appropriate manner, meeting all state, federal, and local requirements.

INVESTIGATION

Investigation Overview

The OIG's Contract and Procurement Oversight Program initiated a routine inspection of town solicitations for the year 2012. The review uncovered a number of issues and concerns, whereupon the OIG found good cause to initiate an investigation into the town's procurement of professional engineering services and its contractual relationship with CAS. The OIG's investigation substantiated misconduct and gross mismanagement where the town circumvented laws designed (1) to ensure that qualified firms have a fair chance to obtain government business and (2) to minimize government vulnerability to non-competitive rates.

⁸ Mr. Levy retired from the town after the OIG issued the December 21, 2017, preliminary report in this matter. His retirement became effective January 3, 2018.

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The investigation involved the review of substantial documentation including, but not limited to, contracts between the town and CAS; relevant town commission meeting minutes; memoranda drafted by town officials and consultants; town financial records; and federal, state, and county agencies' records. The OIG also conducted interviews with various witnesses, including town officials, town employees, and current and former CAS employees.

The Town's Relationship with CAS

1. CAS as Town Engineer

Pembroke Park employed a staff town engineer from approximately 1987 until 1999. During this time, the former town engineer outsourced the town's engineering services work to several outside consultants. One of those consultants was CAS. Following the former town engineer's retirement, the town commission, through an August 1999 resolution, appointed CAS as the interim town engineer until such time as the town could select a replacement town engineer. To that end and at that time, the town commission directed Mr. Levy to initiate the selection process for a contract town engineer under the CCNA (Exhibit 1), but that never occurred. CAS continued to serve and invoice the town as the "town engineer" for 16 years, until March 2015.⁹

According to the town code, the *town engineer* is charged with, among other duties, preparing all specifications, designs, plans, and contractual documents for all public works projects; reviewing and providing recommendations on all plans and specifications for water, drainage, streets, and roadways submitted by private developers; observing, reviewing, and providing reports on all engineering projects by or for the town under contracts or permits with private contractors; reviewing cost estimates when used as a basis for permit fees; advising the commission as requested from time to time; and responding to staff questions on any engineering matter.¹⁰ CAS provided the town with its own description of the duties it intended to perform when hired as the contracted town engineer, including "normal functions of a Town Engineer, including meetings with Town Commissioners, [town manager] and [town] staff, local developers, residents and representatives of regulatory agencies" as well as "review developer plans, compute impact fee's [sic], etc., accumulate engineering data and provide inspection services as inspector of developer projects, as appropriate." (Exhibit 3)

⁹ That CAS filled the role of interim town engineer until March 2015 is buttressed by CAS's own documents. In addition to the town's resolution appointing CAS as interim town engineer as featured in Exhibit 1, a number of CAS invoices demonstrate that CAS billed as the town engineer services through 2015. Additionally, CAS's March 2015 proposal for a town project is clear that CAS considered itself the town's engineer wherein the CAS senior vice president used the town as a reference, asserting, "CAS continues to provide overall Engineering Services for the Town and is assigned Town Engineer." (Composite Exhibit 2)

¹⁰ Town of Pembroke Park Code of Ordinances, § 2-84.

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2. CAS as Lobbyist or Grant Specialist

Two months later, the town hired CAS as the town's *lobbyist* or *grant specialist*. Specifically, in October 1999, the town engaged CAS's services to obtain and administer special legislative appropriation funding. (Exhibit 4) That is to say, CAS was charged with researching and applying for grant money to fund the town's engineering projects. It did so for the next twelve years until, on August 15, 2011, CAS requested that the town assign its (CAS's) contract to provide these services to "the new entity, CAS Governmental Services, LLC." (Exhibit 5)

3. CAS as Consultant Engineer

Four months after the town engaged CAS to be its lobbyist or grant specialist, the town hired the engineering firm to fill yet another role. In February 2000, the town entered into another agreement with CAS wherein CAS agreed to provide consultant engineering services "as requested by the TOWN." (Exhibit 6) The town contracted CAS to also "...provide and furnish the TOWN with all labor, services and supervision necessary to perform each work order project as assigned." At that time, the contract authorized CAS to provide consulting services on only two projects: the creation of an overall storm water master plan and the creation of an overall sanitary sewer system master plan aimed at determining corrective actions to resolve existing flooding conditions and at identifying needed improvements to the sanitary sewer system. In practice, CAS continued to provide consultant engineering services on virtually all engineering projects, and the town continued to pay for those services, although we found that this arrangement was invalid, as we explain later in this report.

In a local government setting, the *consultant engineer* or *consulting engineer* works on a contracted basis and at the direction of the engineer employed by the local government, in this case, the town engineer. The consultant engineer is expected to perform various duties such as assisting with the design and implementation of engineering projects, surveying and mapping, and preparation of construction documents. A review of CAS's 2000 consultant engineer contract revealed that the town historically charged its consultant engineer with similar duties. For example, according to its 2000 contract with the town, CAS intended to consult the town in "... the following disciplines: stormwater, water/wastewater, environmental, street/roads, process evaluation, cost-benefit analysis, land surveying and general engineering and Town planning services." (Exhibit 6) The town often used CAS as a *project engineer*, who carries the overall responsibility for the execution of the work related to a specific project, including supervision of the project team and their assigned activities.

Thus, by the year 2000, CAS held multiple roles within and for the town – as town engineer, lobbyist or grant specialist, and consultant engineer until 2011; and as town engineer and

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consultant engineer until 2015.¹¹ We would not have found the town's relationship with CAS, by itself, to be misconduct; however, it laid the groundwork for the town to violate its ordinance, the CCNA, and federal regulations on grants.

Town Officials Improperly Procured Projects by Failing to Follow the Town's Own Procurement Law and State Procurement Law

Between the years of 1999 and 2015, CAS provided the town with almost all of its engineering needs. Our investigation revealed that the town manager and the public works director engaged in misconduct by consistently violating local and state authority in the procurement of CAS's services.

1. The Town Failed to Issue Purchase Orders for 66 Procurements from CAS¹²

Chapter 3, Article V of the town's ordinance sets forth the town's procurement procedures. In addition to including language which resembles the state's procurement requirements found in the CCNA,¹³ the town includes its own requirements. One of these is that "[n]o services... shall be procured for or on behalf of the town unless prior to such procurement a purchase order shall have been issued. ..."¹⁴ It is a best practice to use purchase orders to memorialize terms and conditions between a government agency and its vendors for good or services.¹⁵ Purchase orders for services detail the scope of work and type of work agreed to.

But after comparing documents that CAS provided against the town's documentation of procurements between 1999 and 2015 under which CAS-provided services were billed, we could not locate preceding purchase orders on at least 66 occasions.^{16,17} Those procurements are detailed in OIG Appendix A and OIG Appendix B to this report.

OIG Appendix A lists town engineering projects that CAS worked on, but the OIG was unable to determine, based on the records that the town and CAS provided, what CAS's scope of work was for any of them. The town's finance and budget director informed the OIG that, while the town could produce purchase orders to pay CAS's invoices for the already procured services, the town did not issue purchase orders to CAS prior to the procurement of any of its

¹¹ The OIG began conducting interviews in conjunction with its investigation in August 2014.

¹² As reflected in OIG Table 2, one engineering project was awarded to Boyle Engineering. This procurement, also, did not have a preceding purchase order.

¹³ § 287.055, Florida Statutes.

¹⁴ § 2-122, Pembroke Park Code.

¹⁵ Procurement contracts come in various forms. One of these forms is a short form contract known as a purchase order. Watt, Patricia. *An Elected Official's Guide to Procurement*. Chicago: GFOA, 1995. A purchase order formalizes all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation. *Public Procurement Dictionary of Terms – The Comprehensive Reference for Public Purchasing Terms and Concepts*. Herndon: NIGP, Inc., 2008.

¹⁶ Although a CAS executive opined that contracts were purchase orders, they are not. In any event, the vast majority of the 66 engineering procurements identified herein did not involve contracts other than CAS proposals the town signed.

¹⁷ See footnote 11 above.

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services.^{18,19} Had town officials or staff issued prior purchase orders as the town's ordinance required, such documents would have reflected what services were intended by the parties – project design, design-build, construction management, or the like.

The town's most recent annual audit observed,

The Town's procurement policy as written requires Commission approval for all purchases. ... This was deemed by management to be operationally cumbersome and has not been followed by the Town. In addition, an approved purchase order (PO) is required for all items, except recurring payments and items previously approved by resolution of the Commission. Based on discussion with the Town's management, they were unaware that this was how the policy was written. ... Purchases [sic] orders appear to be inconsistently used. Furthermore, the documentation provided appears to be more of a combined check request/purchase order form, several of which had no information in the PO section.²⁰

Several individuals failed to ensure that purchase orders were issued prior to the procurement of engineering and lobbying or grant specialist services, therefore, there is no way to know what services were to be provided or what was to be approved. Without a written process designating exactly which staff members were responsible for generating and processing purchase orders, we fault the town manager and the director of public works for failing to ensure that purchase orders were in place prior to the procurement of engineering and lobbying or grant specialist services to approve and detail exactly what they were meant to pay for.²¹

2. The Town Failed to Competitively Solicit Engineering Projects

The town's procedure for the procurement of engineering services mandated that the town permit "the letting of contracts for construction projects" over \$3,000 only after it received written competitive bids from at least three different sources and, for those over \$25,000, only after following the receipt of competitive bids received as provided in the code, which required the publication and posting of notices for bids.

¹⁸ The town's finance and budget director made this assertion during a telephone conversation with OIG staff on February 24, 2016. Although we requested that the finance and budget director provide us this assertion in writing, to date, she has failed to do so. Instead, the OIG received an email from the town attorney explaining the town's general procedures for authorization and payment on CAS invoices.

¹⁹ We searched the town's resolutions for evidence that the commission exempted CAS services from the purchase order requirement on any occasion and found none.

²⁰ Town of Pembroke Park, Florida Comprehensive Annual Financial Report for the Year Ended September 30, 2016. (Composite Exhibit 7 (excerpt))

²¹ See our discussion in the section below titled, "*Town Officials Committed Gross Mismanagement by Failing to Properly Administer Public Funds*," where we also fault the finance and budget director for failing to (1) compile written procedures for purchasing and accounts payable and (2) ensure that prior purchase orders were issued and approved before her department processed CAS invoices for engineering services rendered.

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The CCNA required the town to screen for qualifications any firm that desired to provide it with professional engineering services. When the town estimated that (1) construction costs would exceed \$325,000 or (2) a fee for a planning or study activity would exceed \$35,000, the CCNA required the town to publicly announce a solicitation, that is, issue an RFP.²²

Furthermore, the CCNA stipulated how the town was to select a firm to perform a proposed project. It required the town to evaluate current statements of qualifications and performance data on file together with those statements submitted by other firms, and it then required the town to conduct discussions with at least three firms regarding their qualifications, approach to the project, and ability to furnish the required services. The town was then to select, in order of preference, at least three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm was qualified, the CCNA required the town to consider several factors "with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms."²³ These factors included, but were not limited to, the ability of professional personnel, whether the firm was a certified minority business enterprise, and the firm's past performance. After three firms were selected, the town was then required to competitively negotiate the terms of the engineering contract with the most qualified of the firms.

The OIG determined that there were 22 CAS projects which the town should have competitively solicited because they met the thresholds of the town's ordinance, the CCNA, or both, as follows:

²² Prior to 2010, these thresholds were \$250,000 and \$25,000 respectively. § 287.017, Florida Statutes (2009).

²³ § 287.055(4)(b), Florida Statutes.

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**OIG Table 1: Projects for which the Town Should Have Issued RFPs or Obtained Bids
for Engineering Services (and Ultimately Paid to CAS), 1999-2015**

OIG REF. NO.	CAS PROJECT NO.	TOWN PROJECT NO. ²⁴	DESCRIPTION/LOCATION	TYPE OF PROJECT	CAS TOTAL FEES
1	99-0733	3300	Carolina & 31 st St. North	Planning activity	\$ 194,667
2	99-0733	3342	Pembroke Industrial Park/Meekins Lake	Planning activity	77,593
3	99-0747	3305	Master Stormwater Plan	Study	79,150
4	99-0748	4105	Sanitary Sewer System Master Plan	Study	84,580
5	99-0785	--	SW 30th Ave Improvements - Phase II	Planning activity	210,000
6	01-1005	--	I-95 & Pembroke Road Pump Station	Construction	651,303
7	01-1015	--	Carolina Street Stormwater Pump	Construction	319,715
8	02-1087	4110	Hallandale Beach Force Main	Planning activity	37,000
9	02-1090	--	Rehab - 3 Lift Station	Planning activity	57,073
10	04-1248	4134	Improvements/Sewer PS	Construction	384,633
11	05-1324	--	Park Road Improvements	Planning activity	47,990
12	06-1377	3335	52nd & 56th Avenue	Construction	118,684
13	06-1380	9024	Pem Pk – SW 30 th Ave	Planning activity	50,000
14	07-1419	9030	Pembroke Park 31 st /32 nd Year Funds	Planning activity	32,000
15	07-1437	3338	N Portion SW 52nd Avenue	Construction	364,440
16	07-1438	4140	Fix/Maintain Gen Ls 14,17,19	Construction	49,980
17	09-1521	4135	Route Survey SW 30th Street	Planning activity	39,000
18	09-1524	4136	SW 30th Avenue Area 5	Planning activity	45,000
19	10-1570	3337	Stormwater Master Plan & Map	Study	172,000
20	12-1646	3340	SW 30th Ave S SW Improvements	Construction	164,112
21	12-1647	--	FEMA Flood Elevations R	Study	38,760
22	15-1833	--	SW 31st Avenue Improvements	Construction	105,565
TOTAL					\$3,323,245

The town awarded all 22 projects listed in OIG Table 1 to CAS. Although we originally expected to find RFPs or other evidence of compliance with the CCNA for all of these projects, the OIG was only able to identify that the town issued eight RFPs for engineering services between 1999 and 2015, as follows:

²⁴ We could not locate a town project number for many engineering projects.

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**OIG Table 2: Occasions on which the Town Did Issue RFPs
for Engineering Services, 1999-2015²⁵**

OIG REF. NO. 26	DUE DATE	CAS PROJ. NO. 27	TOWN PROJ. NO.	RFP TITLE/DESCRIPTION	NO. OF BIDS	PROJECT NAME(S)	CONTRACT AMOUNT/ AWARDED TO
3, 4	11/24/99	99-0747 99-0748	3305 4105	for Surface Water (Stormwater) and Wastewater Engineering Services	7	Stormwater Master Plan; Sanitary Sewer Master Plan	\$123,940 84,580 CAS
--	08/05/03	--	--	for Professional Engineering Services Design & Construction Services for 28th & 29th Year CDBG ²⁸	2	Antique Row Beautification Project (Phase I); Antique Row Beautification Project (Phase II)	83,684 95,276 CAS
13	04/20/06	06-1380	9024	for Professional Engineering Services Design & Construction Services for 31st Year CDBG	3	SW 30th Avenue Improvements (Phase I)	13,350 CAS
--	02/27/08			for Professional Engineering Services Design & Construction Services for 33rd & 34th Year CDBG	1	Pembroke Park Preserve Improvements Project (Phase I); Pembroke Park Preserve Improvements Project (Phase II)	86,266 80,538 BOYLE
15	11/21/08	07-1437	3338	for Professional Engineering and Construction Oversight for 2005 Florida Disaster Recovery and 2005 Florida Disaster Recovery; Supplementary Funds for CDBG Program	3	2005 CDBG DRI (Service Area 25 - SW 52 Ave. Infrastructure, Storm Drains and Street Improvements)	\$341,003 CAS

²⁵ CAS was the only respondent to those RFPs that resulted in one bid each.

²⁶ Compare to the OIG reference numbers in OIG Table 1 (underlined).

²⁷ CAS and the town did not always reference a project number for the RFPs.

²⁸ According to HUD, the Community Development Block Grant (CDBG) program, provides communities with resources to address a wide range of unique community development needs. The program provides annual grants to 1,209 units of state and local government. Here, the federal government awarded CDBG grants to Broward County, which sub-awarded them to the town.

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OIG REF. NO. 26	DUE DATE	CAS PROJ. NO. 27	TOWN PROJ. NO.	RFP TITLE/DESCRIPTION	NO. OF BIDS	PROJECT NAME(S)	CONTRACT AMOUNT/ AWARDED TO
--	01/31/11	--	--	for Professional Engineering Services Design & Construction Services for 36th through 40th Year CDBG	2	Stormwater Improvements; Stormwater Improvements Phase II; Stormwater Improvements Phase III; Pembroke Park Preserve Improvements Phase IV	72,823 52,054 55,542 54,713 CAS
20	06/25/12	12-1646	3340	for Professional Engineering Design & Construction Oversight for FEMA Funds from the FEMA LPDM-2009 Program	3	Pembroke Park SW 30th Ave S SW Improvements	159,980 CAS
--	04/05/15	--	--	for Professional Engineering Services Design & Construction Services for 40th to 42nd Year CDBG	1	SW 25th Street Drainage Improvements	41,668 CAS

Of the eight occasions on which the town issued RFPs for engineering services, the town awarded CAS seven contracts (covering twelve out of fourteen projects).

As we explain in subsection 3 below, titled, *“The Town Failed to Abide by State and Local Procurement Authority on those Projects that Appeared to be Competitively Solicited,”* although the town issued these eight RFPs, its staff’s efforts to competitively solicit the projects did not comport with the CCNA. Moreover, using the scant documentation provided by CAS and the town, we could only correlate five projects to an accompanying RFP, as indicated by the OIG reference numbers in OIG Table 1 and OIG Table 2.²⁹ The OIG conducted several interviews with town officials and employees and CAS representatives to determine how the town procured the projects that are not listed in OIG Table 2, if they were not procured through an RFP.

²⁹ Even after reviewing records with town and CAS witnesses, the OIG experienced difficulty in matching the RFPs with the projects completed for several reasons, including that the town’s and CAS’s project numbers, names, and descriptions were different in some cases and absent in some others. We note that the town’s 2016 Comprehensive Annual Financial Report, issued on June 30, 2017, reflected that the independent audit team of Grau & Associates, CPAs, experienced similar difficulties in reviewing purchasing documents for the fiscal year ending September 30, 2016, writing in the report, “[w]e noted certain instances where documentation provided was incomplete or inadequate.” (Composite Exhibit 7 (excerpt))

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The town's public works director Mr. Larson explained that sometimes the town commission requested engineering proposals solely from CAS because "Craig A. Smith was already there" as town engineer. He said that, while it was his understanding that CAS had a consultant engineering services contract for storm water, wastewater and other services, the consulting work it provided was based on each individual project's scope of work, not on the original consulting services contract. He told the OIG that he did not know about the CCNA.

The town's current town engineer, a former CAS employee who had filled the role of interim town engineer between 2008 and 2015 before being hired as a full time town employee, corroborated Mr. Larson's explanation. Specifically, the town engineer explained that, between 1999 and 2016, only CAS provided consultant engineering services to the town and that it was not until 2016 that the town competitively solicited for such services. According to the town's current town engineer, CAS was the town's sole provider of consultant engineering services between 1999 and 2016.³⁰

CAS's senior vice president also said that CAS was the only firm providing professional engineering services to the town. He said that the town issued an RFQ and then entered a general engineering services contract with CAS. After the town awarded the contract to CAS, whenever the town had an engineering project to undertake, it asked CAS to submit a proposal. He stated that town staff reviewed the submitted proposal and cost information and, if satisfied, presented it to the town commission for approval. He confirmed that, most times, the town requested a proposal only from CAS. Whenever it requested CAS to submit a proposal for a project, the firm did not make any formal presentation before town staff. Rather, the firm described the scope of the work and the cost to the staff. Town staff then presented the proposal before the commission. When the town approved the proposal, the proposal was signed off by the town and became the contract for the project. This continued until approximately September of 2016, when the town issued an RFQ for professional services, as outlined later in this report.

CAS's president also explained the ongoing relationship between CAS and the town. According to him, it began in the late 1980s when, following an RFP, the town appointed CAS as its consultant engineer. Referring to the original 1980s contract as a "continuing contract," he explained that, until 2016, whenever the town required engineering services, it requested that CAS submit a proposal. If the proposal was satisfactory, the town then issued a work order authorizing CAS to perform the work.

His assertion that the town assigned CAS to all its engineering projects through a "continuing contract" was erroneous. We did not observe any contract between the town and CAS stemming from the 1980s. We did see that, in 2000, CAS and the town entered into a contract following a 1999 RFP for "Surface Water (Stormwater) and Wastewater Engineering Services," which called for proposals for the selected firm to conduct storm water and wastewater studies and for the town to use the selected firm for "continuing general

³⁰ As reflected in OIG Table 2, the town awarded an engineering contract to Boyle Engineering Corp. on March 4, 2009.

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services.”^{31, 32} (Exhibit 6) Yet, Mr. Larson told the OIG that the consulting services that CAS provided the town was based on proposals for each individual project and not on the original consulting services contract. And, because this contract exceeded the estimated cost thresholds and lacked a time limitation except for a termination clause, it did not meet the controlling definition of “continuing contract”³³ and thus the CCNA applied to require the town to competitively solicit for these services. Finally, as written, the 2000 agreement purported to negate the CCNA’s statutory requirements to qualify, issue RFPs, and competitively negotiate. But relevant legal authority has rejected using agreements to contract out of the provisions of the law – in this case, the CCNA.³⁴

Like the OIG, the independent auditor recently determined that the town failed to observe its procurement process, labeling it a “significant deficiency.” It reported that, for the year ending September 30, 2016,

Inadequate documentation was provided in several instances to support compliance with the City’s procurement procedures, including procedures for obtaining required quotes and bids to ensure competitive selection. Furthermore, per inquiry, sole source documentation was indicated without appropriate documentation to support designation or approval as sole source vendor.

The audit firm recommended that the town ensure the personnel involved know and abide by the official procurement process, that it consider updating the process to ensure appropriate controls that are also practical, and that it properly document and make accessible the records and approvals generated in the procurement process. Town management’s response to these observations and recommendations was, “The Town is in the process of reviewing the Procurement Manual to ensure all of the auditor’s comments are addressed. Management will contact the auditor to determine what sole source documentation or approval is needed.”³⁵ (Composite Exhibit 7 (excerpt))

³¹ We could not identify that the town undertook any projects as a result of the studies. In fact, when we asked the CAS senior vice president to identify which projects stemmed from the list of locations CAS identified within the “Drainage Deficient Area Index” (DDAI) during the storm water study, he could not. He stated that the projects were “not going to match-up with [the DDAI].”

³² As discussed below, this contract was not the result of a truly competitive solicitation and negotiation process.

³³ In 2000, §287.055(2)(g), Florida Statutes defined a “continuing contract” as “a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which construction costs do not exceed \$500,000, for study activity when the fee for such professional service does not exceed \$25,000, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause.” See also Op. Att’y Gen. Fla. 96-52 (1996).

³⁴ A contract cannot be read in a way that validates otherwise illegal conduct. See *Title & Trust Co. of Florida v. Parker*, 468 So. 2d 520, 524 (Fla. 1st Dist. App. 1985).

³⁵ We note that the town’s purchasing code provided that, “[w]henever a department head desiring to purchase an item determines that such item is subject to the bid procedure stated in this division and is available from only a single source, that item may be excepted from the bid requirements set forth in this division, provided the department head files with the Town Commission a certificate of conditions and circumstances limiting the availability of such item and the Town

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As reflected in OIG Tables 1 and 2, our investigation substantiated the fact that, between at least 1999 and 2015, the town contracted with CAS to provide engineering services for about ten projects without issuing any competitive solicitation and in disregard of the town's ordinance and the state's CCNA requirements.³⁶

3. The Town Failed to Abide by State and Local Procurement Authority on those Projects that Appeared to be Competitively Solicited

According to the CAS senior vice president, the town did competitively solicit projects funded by external sources, such as federal grants, because external sources required it. As shown above in OIG Table 2, we identified eight occasions when the town issued RFPs, and upon inspection we found that, indeed, federal grants funded all these projects.³⁷

Even though these eight projects met the criteria that subjected them to the above-referenced local and state requirements for competitive solicitation and negotiation, they, too, failed to comply with state and local procurement law, where interviews with town officials and CAS staff as well as the town's own records make clear that CAS was poised to receive almost all of the town's awards regardless of whether the town engaged in an RFP process. Indeed, the town even went so far as to issue an after-the-fact RFP for its polestar project – the storm water and wastewater master plans – in an effort to legitimize the award. That is to say, the town received CAS's proposal for these studies in February 1999, approved said proposal in May 1999, and had CAS commence work on the studies several months before the RFP for that project was issued in October 1999. (Composite Exhibit 8)

While the town's after-the-fact RFP is enough to substantiate misconduct in the procurement of its engineering services, there are other factors that corroborate this finding. For instance, we note that four of the eight RFPs resulted in fewer than three proposals, a requirement of the local and state standards.

More significantly, Mr. Larson, the town's public works director, explained that, during his time with the town, he conducted approximately half a dozen solicitations for professional engineering and construction services. He stated that he was not familiar with the CCNA, saying, "I don't know what that even is." He said he just wrote the scope of services and left it to others to review and approve. He did not recall anyone ever asking him to review the CCNA or to consider CCNA requirements when conducting solicitations.

Commission authorizes the purchase by a motion adopted at a regular or special meeting of the Commission, which motion must be approved by at least three (3) members of the Commission." § 2-144, Pembroke Park Code of Ordinances, Exception for items of limited availability.

³⁶ There were 22 CAS engineering projects listed in OIG Table 1 for which the town should have issued RFPs. We subtracted the twelve CAS projects covered by the eight RFPs reflected in OIG Table 2 to arrive at the figure of ten CAS projects that were missing in RFP.

³⁷ Not including the Surface Water (Stormwater) and Wastewater project, the town received at least approximately \$1.9 million dollars in federal grants for the projects identified above. While we could not determine the value of the federal grant for the storm water/wastewater project, we were able to confirm that it was funded using federal grants evidenced by correspondence between CAS and Mr. Levy.

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In describing the process he used to evaluate responses to the RFPs, he admitted to the following:

- He alone reviewed engineering proposals, submitted his evaluation and recommendation to the town attorney for review, and then submitted all supporting documents to the town commission for award.
- When drafting solicitation documents, he used the basic scope of work and any design documents that CAS created.³⁸
- If CAS created cost estimates for project activities and supplies, sometimes he adjusted the cost estimates for inflation prior to using them.
- He did not release CAS's design documents and cost estimates when posting the solicitation documents, saying that prospective respondents knew that these documents were available and could request them.

The town did not abide by its own ordinance or the CCNA when appearing to competitively solicit projects funded by state or federal grants. The town did not endeavor to pre-certify any vendor as qualified to provide the town professional services as the CCNA required. Although the town did publicly solicit proposals on eight occasions, it did not make a meaningful attempt to vet and select three firms and then engage in discussions with them, as mandated by the CCNA. In several instances, the town proceeded with awards to CAS even when less than three bids were received, in violation of both the town's ordinance and the CCNA. Finally, after selecting CAS as the most qualified provider in seven out of eight occasions, the town made no effort to engage in arms-length discussions or competitively negotiate CAS's prices before awarding CAS the contract, all in violation of the CCNA.³⁹

During his interview with the OIG, Mr. Levy acknowledged the benefits of competitive solicitation. However, he said he did not have a problem with the town continuously using CAS, considering CAS had developed the town's master plan. He told the OIG that a new firm would have "a learning curve" and insist on doing things its way. In Mr. Levy's opinion, it was more efficient for the town to work with the people that developed the master plan than with a new firm every time.

OIG interviews made clear that, prior to this office's investigation, Mr. Levy did not ensure that the public works director knew and followed applicable procurement law. Once he became aware of the shortcomings, he did not hold the public works director responsible for them. The public works director proceeded to procure engineering services without consulting readily available resources, including his supervisor and the consultant engineer, on how to do so.

³⁸ He later said he did not involve CAS in drafting the solicitation documents because he did not want CAS to have a conflict of interest.

³⁹ Through our investigation, we observed that the town also violated technical provisions featured §§ 287.055(5) and 287.055(6), Florida Statutes, such as requirements to include certain specific assurances in the contracts for engineering services. However, this report focuses on the town's substantive violations of the CCNA.

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The Town Engaged in Misconduct by Violating Federal Authority on Grants

The town funded at least eight projects with federal grants, such as CDBGs.⁴⁰ The OIG investigation determined that the town's conduct in the procurement of engineering services paid for by federal grants also violated federal regulations.

1. Conflicts of Interest by Allowing CAS to Fill Multiple Roles on the Same Projects

24 CFR § 85.36 mandates that "[n]o employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved." The code goes on to describe that a conflict would arise when, among other relationships, "[t]he employee, officer or agent..." or "[a]n organization which employs...[the employee], has a financial or other interest in the firm selected for award." Further, it mandates that "[a]ll procurement transactions be conducted in a manner providing full and open competition consistent with the standards of Sec. 85.36." Two situations that the code considers to be restrictive of competition include "[n]oncompetitive awards to consultants that are on retainer contracts" and "[o]rganizational conflicts of interest."

CAS filled many roles within the town. CAS was the interim town engineer from August 1999 until March 2015, the town's consultant engineer from February 2000 until May 2017,⁴¹ and the town's lobbyist or grant specialist from October 1999 until 2011. By many accounts, CAS as the town's lobbyist or grant specialist sought out and applied for grants on behalf of the town. To that end, the town was successful in obtaining several federal grants for its projects. When these federal grants were received, CAS, which was also the contracted town engineer, was involved with drafting and approving design documents, technical specifications, and cost estimates. CAS submitted complete breakdowns of the costs of project activities, including engineering designs, surveys, and related activities. Once the town approved the documents, they were included in the competitive solicitation for engineering services for that project.⁴² CAS responded to the competitive solicitation, and the town ultimately selected CAS for seven of the eight projects for which CAS responded to the request for proposal.

This arrangement between the town and CAS was at the very least an apparent conflict of interest. The town paid CAS to seek out grants for engineering projects. During and after the time that CAS sought and obtained grants, the town charged CAS with creating the

⁴⁰ See footnote 22, above.

⁴¹ On August 30, 2017, the town's assistant town manager/deputy town clerk advised that the town had entered into consulting engineer agreement with Keith and Associates in May 2017. According to the assistant town manager, this superseded CAS's 2000 agreement for engineering services.

⁴² During one of his interviews, Mr. Larson explained that in drafting solicitations, he used the basic scope of work and design documents created by CAS. Mr. Larson later contradicted his initial statement by stating that he did not involve CAS in drafting solicitations documents because he did not want CAS to have a conflict of interest. We find Mr. Larson's initial statement to be more credible in light of the fact that it was corroborated by CAS's vice president.

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documents that it then used for the relevant solicitations. The town then selected CAS to be the beneficiary of seven out of eight of these awards.

Mr. Larson was well enough aware of conflict of interest concerns by the time he interviewed with the OIG that he first described CAS's involvement in the process of issuing RFPs and then later stated that CAS had no involvement because that would be a conflict. He also said that he did not post the design and cost estimate documents – which CAS assisted in creating – with the RFP document but that prospective RFP respondents knew that those documents were available and could request them. If one prospective respondent requested the design and cost estimate documents, Mr. Larson made the documents available to all prospective respondents to place all the respondents on as “close to an equal footing as possible.”

2. Improper Procurement under State and Local Law Violated Federal Grant Regulations

Sec. 85.36 also details the procurement standards that grantees and sub-grantees are required to apply in their use of federal grants. This section directed that sub-grantees use procurement procedures which reflect applicable state and local laws and regulations. As discussed in the first section of this report titled, “*Town Officials Improperly Procured Projects by Failing to Follow the Town's Own Procurement Law and State Procurement Law*,” the town failed to follow state procurement authority as well as its own procurement procedures for its engineering services on multiple projects. To begin, the town failed to issue purchase orders for its projects over \$500 in violation of its procurement ordinance. Further, the town failed to competitively solicit and negotiate projects as required by both local and state authority. Finally, in instances where the town issued RFPs in apparent compliance with the competitive solicitation process, a close review of the procurement documents for those projects revealed that they also did not comply with state procurement authority. Accordingly, the town improperly administered federal grant money.

Town Officials Committed Gross Mismanagement by Failing to Properly Administer Public Funds

In failing to follow procurement law and procurement best practices, town manager Robert Levy, public works director Todd Larson, and finance and budget director Georgina Rodriguez permitted the town to procure engineering services without requiring competition.

Even after the OIG questioned these officials about local, state, or federal procurement authority, none of them accepted responsibility for the proper procurement of engineering services.

Town manager Levy disavowed involvement in the administration of any department, despite the fact that his duties under the town code include “see[ing] that the policies and directions of the commission with respect to the administration and operation of the town are followed” and “review[ing] the operations and administration of all departments and divisions of the town government.” He said that the town pays him a salary of “probably around” \$250,000 per year and provides him with a car and benefits, as well. Although the public works director reports to him, Mr. Levy said he is only involved with public works administrative issues on an ancillary basis. He asserted that the code only

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authorized him to advise the commission. With regard to CAS's consultant town engineer, Mr. Levy told the OIG that he was not involved in the hiring process, did not know how it was conducted, and did not seek to know. He said that he would have no reason to know about the contract because in a commission form of government "commissioners are almost sacrosanct." When asked, he said he could not recall Resolution Number 99-8-6, dated August 11, 1999, which appointed CAS to be the interim town engineer and directed Mr. Levy to "initiate the selection process for a contract town engineer pursuant to the provisions of Section 287.055, Florida Statutes [the CCNA]." He said he did not initiate the selection process as directed by the resolution as he did not feel it was a priority at the time. He also did not see any reason to change anything and no one directed him to do so, saying it was probably a case of "out of sight, out of mind." He said he was familiar with the CCNA but did not have any involvement with the town's solicitations and claimed he was not involved in ensuring that the town complied with the CCNA requirements. He said he avoided getting involved in procurements so that no one would think he was trying to influence vendor selection. According to Mr. Levy, the town attorney advised the commission on the CCNA, and Mr. Larson was responsible for compliance with the statute. He said he was unaware that he was the addressee for all CDBG communications from Broward County,⁴³ responding, "Do you know how many letters I get each day?" According to Mr. Levy, he made sure that staff was aware of the CDBG requirements. Yet, we know that the town continually violated a primary CDBG requirement to avoid relationships giving rise to actual or apparent conflicts of interest in the administration of the grants.

The mayor explained that, when she joined the commission in 2003, CAS was already working in Pembroke Park. Mr. Levy informed her that CAS was the town's consultant town engineer and had been providing services to the town since the 1990s. She said that Mr. Levy claimed he did not know CAS's contract terms and conditions as the contract was executed before he joined the town and that none of the town staff she spoke to seemed to know much about the contract. She understood that, before the town hired the former CAS employee as its town engineer, Mr. Larson wrote all bid specifications. Sometimes CAS was the only firm that responded to a solicitation. At times, CAS was the only firm the town asked to submit a proposal for an engineering project. CAS was ranked first and selected in all solicitations the town conducted. When staff presented recommendations for contract awards before the commission, the mayor assumed staff had followed the correct procurement procedures. She thought it was remarkable that CAS not only worked hard at solving Pembroke Park's storm water problems, but also sought grant funds to finance engineering projects at no apparent cost to the town. The mayor was often annoyed about the fact that the commission would not get back-up documentation for project approvals until a few minutes before a meeting. In some instances, the commission would get incomplete back-up documents. When she approached Mr. Levy about that issue, he insisted that this was how the process worked.

The vice mayor, who took upon the task of overseeing public works for part of the OIG period of review, was equally unaware of the lapses in the town's procurement process. He told the OIG that, when he oversaw public works, he ensured that the town engineer kept the commission informed on all his activities and assisted him in explaining project issues to the commission as necessary. He was

⁴³ The federal CDBG grants at issue were awarded to Broward County, the grantee, who in turn provided the monies to the town, the subgrantee.

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only interested in ensuring that CAS performed the required work correctly and that the town's drainage work continued. The commission trusted Mr. Levy, the town attorney, and CAS to follow proper procedures when doing their work. Mr. Levy's responsibility was to ensure that the project was appropriate for the town and to raise objections if something was not right. He said his own job was to ensure that, before any public works project was initiated, the town attorney approved of it and the commission knew about it and voted to approve it. The vice mayor did not know how engineering services were procured but knew that Mr. Larson always presented his recommendations to the full commission. Only when the OIG investigation began did he start to hear rumors that staff was not following proper procedures. He said that, when the town attorney informed him that there were issues with some of the town's procurements, he placed the issue on the commission meeting agenda.

The town's public works director, Mr. Larson, said that he was not familiar with the CCNA, saying, "I don't know what that even is." We found this statement difficult to accept, where his own supervisor, Mr. Levy, said he was responsible for complying with the CCNA and where a key element of his very job was to oversee government procurement of engineering services. We further observe that, since 2000, Mr. Larson has been a member of the American Public Works Association, an educational and professional association of public agencies, private sector companies and individuals dedicated to providing public works, goods, and services. As such, public works management classes that include lessons in the purchasing of services, bidding for contracts, and contract management, have been available to Mr. Larson since 2000.

The finance and budget director, Ms. Rodriguez, acknowledged that her department was responsible for the purchasing function and acknowledged that the town's code of ordinances required that purchase orders be issued prior to the procurement of goods or services for over \$500. Nonetheless, she admitted that, most of the time, her department processed check requests without prior purchase orders, describing that the commission approved invoices and the town made payments without her having to search for or locate the prior purchase order. Moreover, while she said her responsibilities included ensuring that all town funds were spent in an appropriate manner, meeting all state, federal, and local requirements, she could not name any, other than for law enforcement grants. She also said that the department head was not expected to provide any supporting documentation to validate invoice details. Those details should have included, for contracts for construction projects over \$3,000, three competitive, written quotes or, for contracts for construction projects over \$25,000, proof that the department followed the town's competitive solicitation process. Ms. Rodriguez also said she did not know what the "three-way match"⁴⁴ was and stated that the town did not do any three-way matching before making payments. We further note that, after sixteen years on the job, Ms. Rodriguez has also not produced a written manual for purchasing, accounts payable, or any other town finance function.

⁴⁴ The three-way match is a common internal control tool in accounting that is used to ensure that a paying entity only authorizes payment for legitimate and accurate invoices. When an entity, such as a municipality, receives an invoice from a contractor, the municipality's accounting department must match the invoice with the previously issued purchase order and the receiving report for the goods or services. If any details on one of the three documents do not match, the appropriate party must correct the error(s) until they do. Therefore, before the accounting department may enter a contractor's invoice into the accounting records and schedule it for payment, the invoice details must match what the municipality ordered and received, including the proper unit costs, calculations, totals, and terms.

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We find that the laissez-faire fashion with which the town manager (whose salary ought to be commensurate with the level of his responsibility), the public works director, and the finance and budget director procured the town's professional engineering services resulted in the significant mismanagement of approximately \$3,323,245 in public resources and constitutes gross mismanagement.

The Town's Corrective Actions since the Inception of the OIG Investigation

After the inception of this investigation, the town began to take steps to remedy the failures reported herein.

In 2015, the town relieved CAS of its role as town engineer. It hired the CAS employee that had been acting as interim town engineer as a full-time, on-staff town engineer in March 2015, and, upon his successful completion of a six month probationary term, the commission finalized the hiring in October of that year. In September 2015, the town formally contracted with CAS Governmental Services, a firm started by a former CAS employee and that we were told was otherwise unrelated to CAS, to act as the town's lobbyist or grant specialist.⁴⁵

Then, in September 2016, for the first time in more than 16 years, the town competitively solicited a general engineering services contract in conformance with the CCNA. The town issued an RFQ and assembled an evaluation committee that included Mr. Larson and the staff town engineer. Seven engineering firms responded to the solicitation, and after reviewing the submitted responses, the evaluation committee recommended four firms for contract award.

In May 2017, the town executed a contract with Keith and Associates for engineering consultant services.

During their interviews, town officials credited the OIG's investigation as prompting the town's changes in procurement and agreed that the new process benefitted the town. The town engineer believed that having a number of engineering firms to choose from leveled the playing field, added value, and could possibly lead to cost savings. Additionally, he believed that competition among engineering firms increased the chances of finding more qualified firms and enhanced the quality of engineering work provided.

Although Mr. Levy said he thought that changing engineering firms on different projects was inefficient, he also said he saw value in having the town qualify more than one consultant engineering firm and conduct competitive solicitations. He acknowledged that the new solicitation process increased competition and could lead to better prices for the town. He further recognized that different firms could bring different skills that the town had not anticipated.

⁴⁵ While the town had been receiving its lobbying services from CAS Governmental Services, LLC since on or about August 2011, this arrangement was through an assignment of CAS's contractual duties at the request of CAS. (Exhibit 5))

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Finally, the town commission formed a committee, comprised of the vice mayor and any staff members whose departments are being reviewed, to review the town's code of ordinances. As part of this effort, the vice mayor has initiated a review and rewriting of the town's procurement code.

INTERVIEW SUMMARIES

As a part of the investigation, OIG Special Agents conducted numerous interviews. Significant interviews are summarized below:

1. Interview of Robert Levy

Mr. Levy is the town manager. He was hired in March 1989 as deputy town clerk. He has been a town employee since then, except for three years between 1995 and 1997, when he was the city manager for the City of Wilton Manors. He has held various positions in Pembroke Park, including deputy town clerk, assistant town administrator, town administrator, and town manager. The town pays him a salary of "probably around" \$250,000 per year and provides him with a car and benefits, as well.

He is a resident of the City of Plantation where, from 2005 through November 2016, he also served as councilman. During that time, he did not attend Pembroke Park commission meetings but instead attended Plantation council meetings as they occurred on the same night. The Pembroke Park commission adopted a resolution allowing him to attend the Plantation meetings instead of their own meetings. He kept up to date with Pembroke Park commission discussions he missed by reviewing draft minutes or listening to audio recordings of the meetings.

Pembroke Park has a commission form of government. The commissioners make all the decisions and commissioners are assigned day to day responsibilities over town departments. The mayor is in charge of administration, the vice mayor of finance and taxes, and the clerk/commissioner of the town clerk and all records. The deputy town clerk performs the everyday administrative functions and is the town's custodian of records.

Each commissioner has administrative responsibilities so that a particular department head works directly with the assigned commissioner. Mr. Levy, as town manager, is not involved unless the department head requests his assistance. Although Mr. Larson reports to him, Mr. Larson works with the commissioner assigned to public works, and Mr. Levy is brought in on an ancillary basis, if there are administrative issues to discuss.

He can only do what is authorized by code, which is to advise the commission. If the commissioners decide not to follow his advice, it is within their rights.

The town hired CAS as the town's consulting engineer and tasked the firm with creating a storm water drainage master plan. Mr. Levy was not involved with the hiring process and did not know how the process was conducted. He would have no reason to want to know because in a

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commission form of government “commissioners are almost sacrosanct.” If a contract was executed, the town commission approved it.

Mr. Levy could not recall Resolution Number 99-8-6, which appointed CAS the interim town engineer and directed him as the town administrator to “initiate the selection process for a contract Town Engineer pursuant to the provisions of Section 287.055, Florida Statutes.” He did not initiate the selection process as directed by the resolution as he did not feel it was a priority. He did not see any reason to change anything and no one directed him to do so. It was also probably a case of “out of sight out of mind.” The commission passes resolutions all the time, sometimes presenting different alternatives to what they already decided.

CAS was the town engineer by way of contract until 2015, when the town hired its current engineer. Mr. Larson, whom the town hired in 2000, was responsible for the contract. The vice mayor, who has been a Pembroke Park commissioner for about 26 years and was the commissioner assigned to public works, oversaw the contract as well.⁴⁶

The CCNA requires consultants to submit their qualifications. However, Mr. Levy neither had any involvement with the town’s CCNA solicitations nor was he involved in ensuring that Pembroke Park complied with CCNA requirements. He avoided getting involved in procurements so that no one would think he was trying to influence vendor selection. The town attorney advised the commission on the CCNA, and Mr. Larson was responsible for compliance with the statute. CAS advised Mr. Larson on the CCNA since he is not an engineer. Mr. Larson and the town engineer now both ensure Pembroke Park complies with the CCNA.

Mr. Levy did not know that all the CDBG communication from Broward County was addressed to him, asking, “Do you know how many letters I get each day?” While he was not involved in any CDBG activities, he ensured staff was aware of the CDBG requirements. Mr. Larson was the CDBG contract manager and worked with county staff when they visited the town. Mr. Larson reported the status of CDBG projects to Mr. Levy and the commission.

Mr. Levy was not involved in the 2016 RFP for engineering services conducted by the town engineer and Mr. Larson. The OIG’s investigation resulted in the initiation of this solicitation. The OIG’s questions on the length of CAS’s interim contract were discussed in both staff and commission meetings, and the commission decided to conduct a solicitation for a new contract.

Mr. Levy described the OIG investigation as a constructive exercise; having an outsider review the town’s policies is helpful. The town started making changes as a result of the investigation. For instance, a committee has been set up to review and update the town’s code. Mr. Levy saw value in conducting a solicitation and qualifying more than one consulting engineer firm. A new solicitation increases competition and could lead to better prices for the town. Different firms could also bring different skills the town had not anticipated. However, Mr. Levy did not see a

⁴⁶ While Mr. Levy identified the vice mayor as the commissioner assigned to public works, resolution 97-9-6 appointed a different commissioner to be in charge of the public works department. We searched for but could not find a more recent resolution that assigned public works to the vice mayor.

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problem with the town continuously using CAS because it developed the town's master plan. A new firm would have "a learning curve" and insist on doing things its own way. It is more efficient for the town to work with the people that developed the master plan than with a new firm every time.

2. Interviews of Todd Larson

Mr. Larson is the public works director for the town. He has been with the town since January 2000 and currently reports to the town manager, assistant town manager,⁴⁷ and the town commission. He procures all items for the department valued over \$500.

Mr. Larson explained that normal procurement write-ups are processed for purchases over \$500. The town is small; it has neither a purchasing agent nor a procurement manual. The directors for each department conduct the evaluation of proposals and make subsequent recommendations. Although the town's RFPs state that bidders' proposals will be reviewed by a review committee, the town does not have a selection review committee. He evaluates all bid responses for the public works department, ranks the vendors, and recommends a vendor for an award to the town attorney who reviews his work. After his review, the town attorney submits the recommendation and all supporting documents to the commission for award.

The town awarded CAS the RFP for the drainage project titled, "RFP for the Professional Engineering Design & Construction Oversight for FEMA Funds." For the past five years CAS has been the town engineer. CAS's duties included attending town staff meetings, performing preliminary traffic signage studies, and designing the current master plan for the town. Mr. Larson acknowledged that CAS had an advantage in RFPs, having designed the town's master plan at the town's request in 1999, which included that drainage project. Mr. Larson assured that "all of the bidders had the opportunity to contact [him] and acquire all of the necessary information to respond to the RFP." Mr. Larson explained that he solicited the drainage project through an RFP because the project was federally funded – a FEMA grant, which requires solicitation – funded 75 percent of the drainage project. Like FEMA grants, the federal government also requires a municipality to conduct a separate solicitation to procure engineering services on a CDBG grant.

CAS's legislative division located, researched, and applied for grants. CAS assisted the town in completing the grant applications and amendments for all of the projects in the master plan. CAS's master plan to address the town's drainage deficiency initially consisted of 23 projects. After it was approved by the commission, CAS's legislative division divided the master plan projects into smaller projects, which they thought was reasonable and fundable in order to coordinate the grant funding that they obtained for the town.

⁴⁷ In another interview, Mr. Larson indicated that he does not report to the assistant town manager.

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Once CAS completed the preliminary design and located grant funds for several projects within the master plan, Mr. Larson selected CAS as the designer for the final design based on an RFQ.⁴⁸ CAS worked in three capacities in the town: town engineer, project designer, and construction manager. In 2000, CAS established the rates it would bill the town for town engineer services. The rates were never competitively solicited or negotiated. CAS adjusted the rates on an annual basis to include a cost of living increase and used the same rate sheet for billing of all work it performed.

Mr. Larson did not believe that the town had a contract with CAS for engineering services. CAS billed the town monthly and utilized the rate sheet described earlier. When the town requested it, CAS provided a proposal which included what it thought was necessary and included the rates it created. If he agreed with the specifications and the cost, Mr. Larson accepted the proposal and submitted it to the commission for approval.

The town hired its town engineer in March 2015. Prior to becoming a full-time town employee, the town engineer was the contracted town engineer through CAS. The town engineer's father was the town's full-time town engineer before the town hired CAS as the town's contract town engineer. While he was town engineer, the town engineer's father outsourced some work to CAS, including drawing project designs. He retired thereafter.

Some time ago, CAS conducted two studies within the town and produced two plans, the storm water and the sanitary sewer master plans. CAS created a list called the drainage deficient area index (DDAI) during the creation of those master plans.⁴⁹ This list prioritized locations with repetitive flood loss and projects that met grant criteria. However, there is no project list that corresponds directly to the listing of the 23 locations on the DDAI – "We don't list them that way." In fact, the DDAI did not have "a lot to do with the two master plans."

Mr. Larson explained that, during his time with the town, he has conducted approximately half a dozen solicitations for professional engineering and construction services. He reviewed all proposals for the public works department. The bidders were instructed to submit proposals to the clerk's office. After the proposals were logged, they were forwarded to him for review.

Mr. Larson initiated the work for a location by searching for applicable grants. When he identified a grant, he generally discussed it with the commission and submitted an application if the commission approved. When the funding became available, he initiated the solicitation process for the location. According to Mr. Larson, CAS had nothing to do with the RFP process, although he used CAS's basic scope of work and design documents when generating the solicitation. When CAS created cost estimates for the project activities and supplies, he sometimes adjusted the cost estimates for inflation and used those estimates for the solicitation.

⁴⁸ While Mr. Larson used the term "RFQ" in this discussion, the context was clear that he was referring to an "RFP." Indeed, other than the July 2016 RFQ for civil engineering services issued after our office began its investigation, no RFQs were included in the records provided by the town.

⁴⁹ In another part of the interview, Mr. Larson stated that the town commission developed the priority list.

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Contradicting his earlier statement that he used CAS's work product in generating solicitations, Mr. Larson indicated that he did not involve CAS in drafting solicitation documents because he did not want CAS to have a conflict of interest. Although he did not post the design and cost estimate documents with the RFP document, prospective RFP respondents knew that those documents were available and could request them. If one prospective respondent requested the design and cost estimate documents, Mr. Larson made the documents available to all prospective respondents, including CAS. He did this to place all the respondents on as "close to an equal footing as possible." Of all the solicitations Mr. Larson conducted, CAS was the only awardee. Occasionally, CAS was the only respondent to a solicitation. Sometimes solicitations did not have any respondents at all.

In June 2016, the town engineer issued an RFQ in his solicitation for engineering services. This solicitation differed from the solicitations Mr. Larson had conducted. For the first time, the town used procedures and selection criteria stipulated in section 287.055, Florida Statutes, the CCNA. In his past solicitations, Mr. Larson wrote the scope of services and left it to others to review and approve. He did not recall anyone ever asking him to review the CCNA or to consider CCNA requirements when conducting solicitations. While Mr. Larson was familiar with the town's purchasing ordinance, he was not familiar with the CCNA stating, "I don't know what that even is." As far as knowledge of federal regulations, rules or guidelines applicable to the town as award grantees, Mr. Larson explained that he could not be expected to know all the statutes contained "in 15 million pages" although he tried his best to comply with relevant regulations.

Mr. Larson explained that sometimes the town only requested engineering proposals from CAS because "Craig A. Smith was already there" as town engineer. According to Mr. Larson, the town had an existing town engineer services agreement with the firm and CAS submitted proposals matching the commission's instructions. Mr. Larson understood that CAS had a consulting engineering services contract for storm water, wastewater and other services. However, CAS's consulting work was based on each project's scope of work, not on the original consulting services contract. While the town does not have an official contract manager, Mr. Larson kept the town manager abreast of project progress. Also, although Mr. Larson did not negotiate contracts, he notified the town manager if he saw an issue with the contract or prices.

Mr. Larson compared proposed engineering prices to the rates set by the federal government in order to determine whether they were reasonable. The federal government sets rates for engineering consulting services and the rates are expressed as a percentage of construction costs. The percentages are higher for smaller construction jobs and lower for big jobs. Mr. Larson can determine reasonable ranges for engineering costs and estimate project durations through his experience. Although he is not responsible for determining the reasonableness of proposed project costs, he conducts a preliminary review of each proposal, noting the percentage range of engineering costs before submitting the proposal to the town manager for approval. The town manager rarely questions or changes Mr. Larson's assessments before approving them for placement on the commission's meeting agendas.

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All town purchases above \$500 require commission approval. Mr. Larson has heard that the code also requires a purchase order to be issued for any purchase above \$500. Purchases of engineering services from CAS were mostly through contracts which, in his opinion, were purchase orders. Each proposal that CAS submitted ultimately became the actual contract following commission approval.

Mr. Larson has been a CDBG grant manager since about 2001. He managed Pembroke Park's CDBG contracts with Broward County and was responsible for Pembroke Park's compliance with CDBG requirements. He knew where to get answers if he had questions on any CDBG issue and submitted draft documents to the county for review prior to publication or contract execution.

Mr. Larson understood that the CDBG contract required him to comply with HUD rules but did not know if he had seen 24 C.F.R § 85.36 before. He conducted an RFQ for engineering services for the 40th year CDBG project "under local rules."⁵⁰ The town received only one proposal for the solicitation.⁵¹

Regardless of whether CAS was acting as the interim town engineer or as an engineering consultant, it still carried out the responsibilities of a town engineer. CAS did not write the RFQ solicitation documents for which it submitted proposals, although it might have known the solicitations' scope of work. CAS did not write the 40th Year CDBG project's RFQ for engineering services nor did it review the responses because it intended to submit a proposal. Mr. Larson conducted that solicitation.

3. Interviews of Georgina Rodriguez

Georgina Rodriguez said she had been the finance and budget director for the town since 2001 and that she reported to the assistant town manager and the town manager.

Her duties and responsibilities include overseeing the town's financial operations, preparing the town budget, submitting bills to the town commission and processing payments, and preparing for audits of the town's financial statements. To her knowledge, her department was also responsible for the purchasing function. To that end, she ensured that all funds were spent in an appropriate manner, meeting all state, federal, and local requirements, as stated on the town's website. She did not know whether or not the town had a written job description for her position.

The town does not have an internal policy or procedure manual or any written accounting or purchasing policies or procedures, other than what is in the code of ordinances. The code required town commission approval and the issuance of a purchase order before the procurement of goods and services over \$500. Ms. Rodriguez stated that her department did not include the purchase order information in the check request form that her department completed when processing an

⁵⁰ Again, while Mr. Larson used the term "RFQ", the context was clear that he was referring to an "RFP". Other than the July 2016 RFQ for civil engineering services issued after our office began its investigation, no RFQs were included in the records provided by the town.

⁵¹ The town's records actually showed that this particular RFP received two proposals.

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invoice for payment. To her knowledge, neither the town manager nor the commission required the information on the check request form when approving an invoice for payment.

When the town received an invoice from a contractor, the accounts payable clerk checked to see if the invoice was for a non-recurring expense, in which case the clerk completed the non-purchase order section of the check request form and sent the completed form, with the attached invoice, to the department head for review and approval. Each department head was required to review and approve payment of their contractors' invoices. After the department head approved the invoice, Ms. Rodriguez's department sent the two documents to the town manager, for his approval, before presenting it to the commission for final approval. Most of the time, the commission approved the invoice and the town made the payment without her having had to search for or locate the purchase order.

According to her, there was no identifiable distinction between those invoices for which she had searched and located the related purchase orders and ones for which she had not done any research at all. Department heads maintained and archived original purchase order documents, and finance maintained duplicates.

To her knowledge, no one at the town verified whether or not the department heads complied with the code requirement to issue commission-approved purchase orders to contractors. Her department relied on the department heads to verify the accuracy of invoice details. Other than a signature on the check request form denoting invoice approval, the department head was not expected to provide any supporting documentation to validate the invoice details. If either the clerk or Ms. Rodriguez had a question on an invoice, they called the department head for an explanation. She stated that she did not know what the "three-way match" was. According to her, the town did not do any three-way matching before making payments.

The town did not have a town engineer on staff until March 2015. Prior to that, the town had a contract for general engineering services with CAS. Mr. Larson managed the contract, which involved tracking project work schedules, reviewing and approving payment of CAS invoices, and archiving of records. Finance processed invoices for town projects and the town engineer's salary based on check requests submitted by the department heads and the assistant town manager. She was unable to determine if invoices submitted to finance were generated on a contract, as she processed requests for payments based on the project and assigned account numbers. While there is no manual, the finance and budget director created and used an informal, procedural checklist that included steps and procedures to process invoices. Per Ms. Rodriguez, the town solicited all projects over a certain value as described by ordinance and then the commission approved them.

Although she verified that there were supporting documents attached to the invoices, she relied heavily on the department heads, engineers, and consultants to verify that the invoices were accurate, the work was completed, and that the payment requests were justified.

Ms. Rodriguez stated that all capital improvement projects were competitively solicited unless there was an emergency. She described that Todd Larson, the public works director, and the

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contracted lobbyist for the town determined what projects were paid utilizing grants. The town received the monies after completion of the bidding process. Finance was involved once the project had been awarded, completed, and the invoices submitted.

The town's engineer was CAS, and CAS's staff performed the engineering function for the town. Finance prepared checks to pay CAS after it rendered its services and the town received an invoice. Ms. Rodriguez stated that CAS's scope of services was not in a contract or agreement but was listed on the invoices it submitted to finance. It was the department head who signed off on CAS's invoices for general services, ensuring that the bill was accurate and the work was complete. Prior to issuing payments to contractors or consultants, the public works director or department head signed off on the invoices and submitted the documents to finance. She submitted the documents to the commission for its approval.

When she was asked how the town verified the town engineer's rates, she said that the town engineer was not paid monthly but rather the town used a progress payment method that is in the CAS contract. She said that the commission should have approved the rates and engineering services scope of work.

After having been shown the DDAI, Ms. Rodriguez stated she was unaware that the eight projects generated from the town master plan by CAS were not competitively bid.

She was neither involved with any grant application activities nor in the grant project budgeting process. Her department only became involved with grants when it received an invoice from a grant contractor. She did not review grant application or grant contract documents. Mr. Larson was responsible for all grant applications, grant management, and presentation of grant updates to the commission. She could not name federal, state, or local requirements the town was expected to meet in disbursing its funds, other than for federal law enforcement grants for the sheriff's department.

When a new contract was executed or a grant application approved, the department head requested her to create a new project in the accounting system. She was responsible for assigning the last four digits of an accounting number, the project number, to a new project. She acknowledged inconsistencies and duplications in some invoices. For instance, some invoices with project number 3300 had "general engineering services" as the project description, while other invoices with the same project number, had "town engineer services" as the project description.

4. Interviews of the Town Engineer

The town engineer also serves as the town's assistant public works director. He was hired on March 23, 2015. Prior to being a town employee, CAS employed him as a project engineer. In February 2008, CAS assigned him to the town to serve as its contracted town engineer. He left CAS when the opportunity to work for the town opened up in 2015.

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In January 2008, while he was with CAS, his supervisor left CAS. His supervisor was "engineer of record" for the town. Sometime in February 2008, the CAS president called him into his office and told him that he (the now town engineer) was to start attending town commission meetings and be responsible for submitting the monthly engineer's reports to the commission.

At his first town commission meeting, he stood up to introduce himself as an engineer from CAS, and one of the commissioners asked him to introduce himself as "town engineer." A number of commissioners at the meeting spoke in support of his assignment as town engineer and also about his father who had retired from the town in 1999 after serving for twelve years as town engineer.

When he was asked to introduce himself as town engineer, he did not inquire as to what his duties and responsibilities as town engineer would be other than what the CAS president had told him. Attending town commission meetings and submitting monthly Engineer's Reports were the only two responsibilities added to his already existing responsibilities to the town. He continued working on the other projects he had worked on prior to the assignment. There was not much difference in the volume of project engineering work before and after he was assigned the town engineer role. Since that first town commission meeting, he used the title of town engineer in official communications.

When advised that the CAS senior vice president could not recall him using the title town engineer, he responded "News to me. Been so since 2009." Since that time, he had been "coming down to the town," attending commission meetings, and signing documents on CAS letterhead as town engineer. He had even sent emails, and some which he was copied on, which included his town engineer title.

His father, the town engineer prior to CAS's involvement, outsourced some town work to engineering consultants, including CAS. Between 1999 and 2016, CAS was the sole consulting engineer for the town. CAS completed the town's storm water and sanitary sewer master plans in early 2000 and created a DDAI list for the storm water master plan.

As the contracted town engineer, he was only involved in construction solicitations. Mr. Larson or other employees at CAS conducted solicitations for other projects. When conducting a solicitation, he was involved with design documents, technical specifications and cost estimates. Prospective bidders were required to pay for the solicitation documents.

If the bids were submitted to the town, the town sent him copies of the bids for evaluation. In his evaluation, he made sure that the bids included the documentation requested in the solicitation. He also made sure their cost estimates were reasonable. He then sent his bid comparison to the town commission along with his recommendations.

Last year, for the first time in more than 16 years, the town issued an RFQ pursuant to the CCNA. He managed the solicitation, which included writing the solicitation documents, establishing the evaluation committee, and facilitating meetings. The evaluation committee was comprised of Mr. Larson, a town building official, and himself. Seven engineering firms responded to the

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solicitation, and after reviewing the submitted responses, the evaluation committee recommended four firms for prequalification; Calvin, Giordano & Associates, Inc., Carnahan Proctor and Cross, Inc., CAS, and Keith and Associates, Inc.

For future engineering projects, the town will select a consultant to provide engineering services from these four firms. Pembroke Park will solicit proposals from just these four firms for grants which require RFP solicitations for engineering services. The town will establish an evaluation committee to review the proposals and choose a firm based on the stated selection criteria.

The town engineer believed the OIG's investigation may have prompted the town's shift from a single source contract to multiple contracts. Having a number of consulting firms on contract would be beneficial to level the playing field, add value, and possibly lead to cost savings. Competition among engineering firms also increases the chances of finding more qualified firms and enhances the quality of engineering work provided.

The town engineer was not familiar with the town's purchasing ordinance. Although he had "heard of" the CCNA, he did not know the "intricacy of its form." He also did not know any federal or state procurement statutes or regulations he was required to follow when selecting service providers.

5. Interview of the CAS President

The CAS president is also a partner in CAS. His duties as president include running CAS operations and making sure the firm's engineers perform their duties. He and the senior vice president share administrative duties, with the president serving clients in the north and the senior vice president serving clients in the south of CAS's service area.

CAS's relationship with the town started in the late 1980s when, following an RFP process, CAS was appointed the town's consulting engineer. The CAS president explained that, in July 1999, the then-staff town engineer retired, and the town needed a town engineer on an interim basis. It was his understanding that the town engaged CAS as the interim town engineer until it hired Mr. Larson.⁵² According to the CAS president, CAS was the town's consulting engineering but not the town engineer. He had no recollection of either CAS's proposal to provide interim town engineer services or the contract to do so. CAS never billed the town \$5,000 per month for town engineer services.⁵³ He was only aware of the 1999 agreement, when the town appointed CAS as consulting engineer. When advised that CAS's senior vice president had informed that after Craig Smith left the firm, he (the CAS president) began assigning employees to work as town engineer in Pembroke Park, the CAS president conceded that perhaps he did. At that time, he worked from a remote office and was more involved with municipal clients while the CAS senior vice president worked in the main office handling mostly private businesses.

⁵² Mr. Larson was hired in early 2000.

⁵³ The town's records showed that it paid CAS \$5,000 for "town engineer per contract" on at least one occasion. (Exhibit 9)

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In July 1999, Pembroke Park needed a town engineer on an interim basis after its town engineer retired and engaged CAS as interim town engineer until it hired public works director Todd Larson. Although Mr. Larson was not an engineer, he performed the same every day duties as the town engineer had performed, "only he didn't have a stamp for it." When the town required an engineer, Mr. Larson called CAS. The president gained this understanding based on the way the town and CAS worked together.

The CAS president explained that a consulting engineer and a town engineer performed separate functions. A consulting engineer was a consultant upon whom a client called whenever there was an engineering need. The consulting engineer advised clients on what could be done, on an as-needed basis. A town engineer performed more "in house, every day duties." Mr. Larson performed town engineer duties and his responsibilities included reviewing CAS's work and working with developers who had projects in the town. An engineering firm could work for a single municipality as both a consulting engineer and a town engineer, concurrently, if the municipality required both services.

The CAS president believed that CAS was the town's consulting engineer under a continuing contract. Continuing contract work was based on qualifications and, when the town required engineering services, it would request CAS to submit a proposal. If the proposal was satisfactory, the town issued a work order authorizing CAS to perform the work. According to the CAS president, the continuing contract had been renewed a number of times throughout the years. However, he could not recall ever reviewing the contract.

He was familiar with the CDBG program, as CAS has over 28 years of CDBG management experience. While in the past CAS managed and administered CDBG projects, it discontinued grant administration when it spun off the department administering grants. CAS provided the town with the engineering work required for CDBG applications, such as cost estimates, exhibits and sketches. As consulting engineer, CAS participated in the RFPs for the CDBG town projects.

CAS was the town's sole consulting engineer until a few months ago when, following a competitive solicitation process, the firm was awarded a new contract, along with four other engineering firms.

6. Interviews of the CAS Senior Vice President

The CAS senior vice president's duties include running the day to day operations of the company and working with clients on production issues. He was not aware that the town and CAS executed a contract for interim town engineer services on October 10, 1999, because "he was not the guy in charge" at that time. The town's current town engineer, a former CAS employee, was the town's project manager/engineer prior to the town hiring him. He reported to public works director Todd Larson and the town commission. Over time, he became the "point of contact" for the town. Another CAS employee had filled that role prior to the town's current town engineer. To the CAS senior vice president's knowledge, when the town's current town engineer was originally assigned

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the liaison role when he was a CAS employee, no one communicated to him CAS's or the town's expectations.

In a later interview, the CAS senior vice president reviewed CAS's July 16, 1999, proposal for town engineer services; the August 11, 1999, commission resolution appointing CAS as interim town engineer; and his own March 2015 response to a request for proposals that stated, "CAS is the Consulting Engineer for the Town of Pembroke Park and has one of its longest client relationships with the Town which began in 1987... CAS continues to provide overall Engineering Services for the Town and is assigned Town Engineer." At that point, the CAS senior vice president conceded that CAS was, indeed, the interim town engineer. The town had hired the firm to provide town engineer services because it did not have a staff engineer, and CAS provided the services on an as-needed basis.

The CAS senior vice president went on to explain that the positions of consultant engineer and town engineer were separate and different. The differences between the role of consultant engineer and that of town engineer depended on what function CAS was providing. As town engineer, CAS provided services for the items that were identified and as consultant engineer it provided the expertise for the projects the town had identified and wanted completed. At times, CAS was also selected to be project manager on construction projects.

Although CAS submitted a proposal for town engineer in July 1999 and assigned employees to work as town engineer until March 2015, the firm did not bill for town engineer services based on the July 1999 fixed fee for many years.

The CAS senior vice president explained that, for more than ten years, CAS has been the only firm providing professional engineering services for the town through a consulting engineer services contract.⁵⁴ That contract resulted from an RFQ process conducted by the town. After the contract award, whenever the town had an engineering project to undertake, it asked CAS to submit a proposal. Most times, CAS was the only engineering firm requested to submit a proposal for a project. These requests were made in writing but were also, at times, verbal requests by Mr. Larson. Sometimes, Mr. Larson pushed back on prices before accepting the proposal and presenting it to the town commission for approval. In one of his interviews, the CAS senior vice president also explained that the prior general engineering services contract could be regarded as one active ongoing contract – he believed that it depended on one's interpretation.

The town did not possess the certifications and licenses that CAS had. There was no oversight on most work performed by CAS. The town was only qualified to review design plans. Non-engineers can review these plans or any design documents. Prior to the town hiring the former CAS employee as its full-time town engineer, no one reviewed CAS' documents. Mr. Larson was overwhelmed with work, and he only reviewed the draft grant application documents for technical

⁵⁴ In another interview, the CAS senior vice president indicated that other companies also provided engineering services to the town, naming one engineering firm he could recall.

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sufficiency. No special certifications or qualifications were required to review grant application documents.

CAS wrote the town's storm water master plan a number of years ago. CAS updated part of the plan over time. CAS constantly had to re-prioritize projects within that plan. While CAS had been working to implement projects on the DDAI list featured in the master plan since 2000, he could not identify any locations on the list, remarking that CAS's work locations were "not going to match-up with [the DDAI]."

Whenever the town requested CAS to submit a proposal for a project, the firm did not make any formal presentation before town staff. Rather, the firm described to the staff the scope of the work and the cost. Town staff then presented the proposal before the commission. When the town approved the proposal, the town would sign the bottom of it, and that proposal became the contract for the project.

A few months ago, the town issued an RFQ for professional services. CAS submitted a proposal and was invited to make a presentation before town employees, including the town engineer and Mr. Larson. Following the vendor presentations, CAS was notified that it was prequalified for town projects. There are now four firms that have been qualified to perform engineering work for the town. The town will assign one firm from the list to undertake a project as funding becomes available. The assignment will be based on the project's requirements and the firm's qualifications. That firm will be asked to submit a proposal and cost for the project. In the meantime, CAS will continue to work as the town's consulting engineer, completing ongoing projects until the new contract is executed. The town had yet to execute a contract with any of the RFQ respondents.

CAS also provided the town with legislative assistance services until about four or five years ago. At one point, a number of different firms were providing this service to the town in addition to CAS. Sometimes CAS assisted the town with design, survey or other documents required for grant applications. CAS no longer provides this legislative assistance service in-house. The lobbyist that was assigned to the town left CAS and opened his own firm. The town executed a contract with that new firm. CAS also applied for some grants on behalf of the town, and also prepared the technical documents required as part of the application. The town lacked the technical expertise to prepare and submit FEMA grant applications.

If the source of a project's funds was external, such as with FEMA grants, the town was required to conduct a competitive solicitation. CAS submitted a complete breakdown of the costs of project activities including engineering designs, surveys, or related activities for the solicitation. CAS also performed the required detailed cost analyses. If the documents were approved, the town included them in the solicitation. These solicitations did not include vendor presentations or formal contract negotiations. The town mostly awarded its contracts to CAS. The town has never attempted to negotiate CAS's profit margin.

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In the senior vice president's view, CAS did not conduct the town's solicitations – the town did. However, CAS described the project's scope, answered the technical questions posed for the town, and evaluated the submitted vendor proposals. Sometimes during solicitations, prospective bidders obtained solicitation documents from CAS. When this happened, CAS charged them a fee to cover the cost of reproducing the engineering design and survey documents.

He also explained that CAS worked for the town as both a consulting engineer and town engineer for many years. It was common practice in the industry for one firm to be engaged by a municipality to work as both a consultant and a town engineer concurrently.

The CAS senior vice president did not believe there was a conflict between CAS's role as consultant engineer and as town engineer. As consultant and as town engineer, CAS was an agent of the town. If the same firm could not perform the two functions, there would be no one to do the work. He did not know if CAS had ever requested an exemption from the federal conflict of interest regulations.

7. Interview of the Mayor

The mayor was first elected to the town commission in 2003, and has been re-elected three times.

When she joined the commission in 2003, CAS was already working in Pembroke Park. Mr. Levy informed her that CAS was the town's contracted town engineer and had been providing services to the town since the 1990s. None of the town staff the mayor spoke to seemed to know much about the contract.

According to the mayor, before the current town engineer was hired, Mr. Larson wrote all bid specifications. Sometimes CAS was the only firm that responded to a solicitation. At times it was the only firm the town asked to submit a proposal for an engineering project. CAS was ranked first and selected in all solicitations for which it put in a bid.

When staff presented recommendations for contract awards before the commission, the mayor assumed staff had followed the correct procurement procedures. She did not try to verify whether staff had conducted the solicitations properly nor did she ask if there might be a conflict of interest between CAS's role as town engineer and its participation in the town's solicitations. She was not very experienced in proper procurement procedures at the time. In fact, she thought it was remarkable that CAS not only worked hard at solving the town's storm water problems, but also sought grant funds to finance engineering projects at no apparent cost to the town. Mr. Levy informed her that this was how the process worked.

According to the town's code of ordinances, commissioners have administrative and executive responsibilities as well as legislative duties. When the mayor first became a commissioner, she was assigned the deputy town clerk responsibilities. Now that she is mayor, she is in charge of administration. However, in actuality, the mayor has no administrative control over anything; Mr. Levy runs everything.

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The mayor recognized that the town has a number of issues but does not think commissioners are doing anything out of malice. Rather, the mayor believed that the commissioners merely ratify Mr. Levy's decisions. In commission meetings, a number of commissioners do not understand the issues discussed and thus rely on Mr. Levy.

Staff consistently produces supporting materials for agenda items just a few minutes before commission meetings are to start. This leaves commissioners with little or no time to read the documents and understand the issues scheduled for discussion. The mayor has repeatedly complained about this practice to no avail. Mr. Levy told the mayor that the distribution of supporting materials for the agenda just before the start of commission meetings was how things were supposed to be done. But the mayor observed that, even when staff provides materials, they sometimes withheld crucial information. For example, copies of contracts were often missing in back-up documentation.

Mr. Levy's contract does not stipulate his responsibilities as town manager. He used to not come to work on Thursdays because he had pension board meetings in Plantation where he was a city commissioner. Now, he does not show up on Mondays and does not use vacation time.

The mayor has often heard outsiders comment that it is difficult for a vendor to be awarded a contract in the town, as incumbent vendors routinely received awards. She has repeatedly complained to commissioners and staff about the poor quality of service from some of the town's vendors and has unsuccessfully tried several times to get the town to sign on new ones.

8. Interview of the Vice Mayor

The town's vice mayor was appointed as a commissioner in November 1990 and was elected to that post in March 1991. He has been re-elected every four years since then and has held various positions on the commission, including mayor, vice mayor and clerk-commissioner.

When the vice mayor first started in 1990, CAS was already working in Pembroke Park. The current town engineer's father was the town engineer and CAS was the consulting engineer. CAS informed the town commission that the town engineer was not performing his town engineer duties properly and, after Mr. Levy allowed him to "retire with dignity," the town appointed CAS to be the town engineer. The vice mayor did not inquire whether the town executed a contract with CAS for town engineer services. He was only interested in ensuring that CAS performed the required work correctly and that the town's drainage work continued.

The vice mayor did not recall any selection process to hire a permanent town engineer. He was not interested in knowing if a solicitation had been done or if procurement procedures were followed, as he trusted that everyone was doing their work properly. Town staff was required to keep the commission informed and the town attorney was also required to ensure that all procedures were conducted properly. Prior to each commission vote, the town attorney was supposed to ensure that each motion was legal.

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The vice mayor was aware that the town recently conducted RFQs for engineering services. RFQs allow consultants to demonstrate their past performance and enable the town to seek and retain qualified consultants. RFPs, on the other hand, allow the town to obtain better prices for services. Solicitations promote competition and, generally, competition leads to better value for the town.

The vice mayor associates the hiring of a permanent town engineer in March 2015 with the OIG investigation. The current town engineer was the CAS contracted town engineer assigned to the town for about six years before he became a town employee. After the OIG investigation began, Mr. Levy informed the commission that the town would save money by hiring a full-time town engineer instead of retaining CAS as a contract town engineer. Mr. Levy managed the hiring process.

Although the town's charter assigns duties to the commissioners, the lead commissioner on an assignment does not manage projects or consultants on a daily basis. When he oversaw the public works department, the vice mayor did not go to the department and tell Mr. Larson what to do. The vice mayor trusted that Mr. Larson would do his job correctly. He assumed Mr. Larson was following proper procedures when conducting solicitations or managing grants.

As the lead commissioner for public works, the vice mayor ensured that the town engineer kept the commission informed on all his activities and that, before any public works project was initiated, the town attorney and the commission approved it. Mr. Levy's job was to ensure that the project was appropriate for the town and to raise objections if something was not right.

When the vice mayor was the lead commissioner on drainage, he did not fully know CAS's role. The vice mayor did not know how engineering services were procured but knew that Mr. Larson always presented his recommendations to the full commission. The commission approved funding for all projects. The vice mayor's responsibility was to make sure that neither Mr. Larson nor CAS authorized any work in the field without first seeking commission approval. If the vice mayor heard of any issues in the field, he would place the matter on the agenda so the full commission could discuss it. He required Mr. Larson and CAS to ensure the commission understood the issue before the engineer could proceed.

The commission trusted Mr. Levy, the town attorney, and CAS to follow proper procedures when doing their work. The commission never asked the staff to prove that they were following those procedures. Only after the OIG investigation began did the vice mayor start to hear rumors that staff were not following proper procedures. When the town attorney informed him that there were issues with some of the town's procurements, the vice mayor placed the issue on the commission meeting agenda.

The commission recently formed a code of ordinance committee, comprising of the vice mayor and staff members whose departments were being reviewed. Further, the vice mayor initiated a review and re-write of the town's procurement code. Finally, the OIG investigation resulted in the town re-examining its procurement policy and procedures. The vice mayor offered to send a draft copy of the revised procurement ordinance to the OIG for review.

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RESPONSES TO THE PRELIMINARY REPORT AND OIG COMMENT

In accordance with Section 12.01(D)(2)(a) of the Charter of Broward County, preliminary copies of this report were provided to the implicated parties for their discretionary written responses. The OIG received a response from the town (through the mayor), the vice-mayor, Ms. Rodriguez, Mr. Larson, and Mr. Levy. They are attached and incorporated herein as Appendix C, D, E, F, and G, respectively. We appreciate receiving the responses, as well as the steps the town has taken to address issues identified by the OIG.

1. Response of the Town

In its response, the town acknowledges the serious nature of the findings in this report and assures that it never knowingly or intentionally endeavored to deviate from proper procurement procedures for professional engineering services. As grant providers repeatedly approved grant funding, the town assumed the procurement process was compliant with all applicable laws, rules, and regulations.

The town also explains that the commission was not directly involved with the procurement process. Instead, it relied on the experience and competency of the town manager, Robert Levy, who, as of January 3, 2018, is no longer with the town. The town notes that while it disagrees with certain assertions and representations in the report, it does not contest the report's overall findings as it would not be in the town's best interest and states that, "The Town unquestionably agrees that it can and must do better to ensure compliance with all operative statutory and procedural requirements" for engineering services procurement. It describes the steps it has taken to address the deficiencies found during the OIG's investigation, starting with the commission's overall direction to staff to reform the procurement process to be "more structured, transparent and competitive" and to implement the best practices identified in this report. To date, the town has selected a new consultant engineering firm through a CCNA compliant selection process⁵⁵ and has hired a full-time town engineer, a move that, according to the town, has already yielded measurably reduced engineering expenses. The town has also adopted a revised procurement ordinance. Finally, the town concludes its response with a description of how it intends to address the report's remaining recommendations.

2. Response of the Vice-Mayor

At the outset, the Vice-Mayor explains that the purpose of his response is to dispel any "misconception that he or other Town Commissioners are responsible for the administration of Town contracts" as Mr. Levy suggested. Instead, the Vice-Mayor continues, the town employs "professional staff, including several highly-paid and qualified senior managers and department heads to ensure the proper functioning of the Town..." The town manager, he

⁵⁵ According to the town, our report noted that the selection process for the new consultant engineering firm met the requirements of the CCNA. In fact, we did not investigate or pass on the validity of the selection process but rather observed that the process appeared to have been CCNA compliant.

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points out, was the most senior professional manager employed by the town to ensure the proper operation and administration of all town departments.

The Vice-Mayor also disputes the town manager's assertion that he (the Vice-Mayor) is assigned to the public works department and attaches a resolution showing that he is not the commissioner appointed to the public works department. Further, the Vice-Mayor explains that, contrary to the town manager's characterization, neither he nor the commissioner assigned to the public works department played a role in administering public works contracts. Instead, when requested by the commission, the Vice-Mayor met with staff to obtain information about the progress of projects, and he in turn provided the information he was able to gather to the commission.

3. Response of Georgina Rodriguez

In her response, Ms. Rodriguez explains that, to the extent the town paid CAS invoices without properly issued purchase orders, she interpreted each CAS contract as a blanket purchase order for the project. Any misinterpretation of the effect of the CAS contract was in error and not an attempt on her part to avoid the requirements of the town's procurement ordinance.

Further, Ms. Rodriguez takes issue with statements that she was involved in the selection of CAS as engineer for the various projects as she was not involved in the selection of engineering contractors or any contractors for that matter.⁵⁶

4. Response of Todd Larson

In his response, Mr. Larson explains that his position with the town was regarded as a support position for which there was neither a scope of authority nor training. He never believed that he had the authority to negotiate, approve, or otherwise commit the town to any of the contracts discussed in the report. Further, he never attempted to approve any town contract without explicit approval from the town manager, the commission, or both. In no instance did he make contractual decisions, make recommendations, or carry out any town decisions without relying on financial advice from the town manager or legal advice from the city attorney, as evidenced by communications between them. Accordingly, Mr. Larson takes issue with statements in the report suggesting that he had any decision-making authority.

Mr. Larson further advises that when he attempted to recommend the use of entities other than CAS or otherwise questioned the relationship between the town and CAS prior to starting his employment with the town, he was reminded (he does not say by whom) that he was not to exceed his authority and that his recommendations were unwelcome.

⁵⁶ The OIG did not allege that Ms. Rodriguez participated in the selection of any contractor or engaged in any procurement misconduct. Instead, this office found that Ms. Rodriguez committed gross mismanagement in failing to carry out the administrative duties that her department, the department of finance and budget, was responsible for.

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FINAL REPORT RE: MISCONDUCT AND GROSS MISMANAGEMENT
IN THE TOWN OF PEMBROKE PARK'S PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES

He also explains that, to the extent that he had any control over which entity the town selected for a contract, it was only when he was charged with ranking proposals for approval. Contrary to the report's suggestion, he did not always rank CAS first. However, as his rankings were merely proposals, he had no authority to select the vendor or otherwise influence the decision with respect to contracting.

Based on statements that the town manager and commissioners made to Mr. Larson, he believed that CAS had a contract with the town for engineering services that was general in nature.

According to Mr. Larson, records exist to buttress this and other assertions in his response, but he has been unable to obtain those records from the town despite his numerous public records requests.

Finally, he takes issue with the town manager's characterization of his (the town manager's) role with respect to Mr. Larson's position and the characterization of the city attorney's role, both of which he describes as "understated." Mr. Larson also committed to participating in the town's efforts to "improve itself" in response to the OIG report.

5. *Response of Robert Levy*

Mr. Levy prefaces his response by advising that, after 30 years of public service, he voluntarily retired from the town as of January 3, 2018. As he has always endeavored to comply with relevant authority, he understands the gravity of the findings in the report. While he acknowledges that "mistakes were made," he seeks to clarify what he believes to be inaccurate statements. To begin, Mr. Levy explains that, while the report observes that he appeared to be in control of the administration of the town, it was actually the mayor who was in charge of administration and that the commission limited his duties and responsibilities; for example, for the past few years, the commission appointed a lead commissioner for every major project, from whom staff received direction.

Further, Mr. Levy denies having any input into the procurement of professional engineering services. According to him, the commission never asked him about those matters; the public works director and the town engineer handled them. When Mr. Levy asked, the public works director and town engineer "emphatically" advised him that they were familiar with and adhering to applicable procurement laws. He also relied on the town attorney's review of all documents to ensure compliance with the relevant laws. The fact that various state and federal departments gave final approvals on projects they were funding reinforced his belief that the town followed relevant authority.

In addressing ancillary issues, Mr. Levy also explains that, although his duties included preparing the agenda for town meetings, the deputy town clerk actually prepared it. Although he missed town meetings while he was a councilman with the city of Plantation, he did so with the town's authorization. Further, while he can understand the confusion behind his lack of

LagomHR

Lake Overflowing Fact-Finding Report

01/22/2020

Yolanda Menegazza

MEMORANDUM

DATE: January 22, 2020

TO: Town Commission
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

CC: Newall Daughtery, Assistant Town Manager
Chris Ryan, Town Attorney

FROM: Yolanda Menegazzo, HR Consultant for Town of Pembroke Park
LagomHR, Inc.
1000 SW 57th Avenue, Suite 200
West Miami, Florida 33144

SUBJECT: Lakes Overflowing Factfinding Report

Background:

On January 7, 2020 at 11:00 am Commissioner Cohen and the former Town Manager called a meeting with me to request that I, Yolanda Menegazzo HR Consultant for Town of Pembroke Park, formally investigate the incident of the lakes overflowing on December 23rd, 2019.

The Town of Pembroke Park controls the water levels for two (2) lakes. The Town of Pembroke Park has multiple pump stations, one (1) emergency pump station, and multiple valves that are all part of a system allowing the Public Services Department to manage the levels of the lakes.

The valves are to remain permanently open in order to allow for the natural flow of water between the lakes, with the exception of when the pump stations are being cleaned. When the pump stations are cleaned, the valves must be shut. Shutting the valves allows for no water circulation between the lakes, and the Public Services Stormwater/Wastewater staff can then use the vac truck for cleaning excess garbage. Once the cleaning of the pump stations is complete, the valves must be opened immediately. If there is a lake that has a higher level than a connecting lake, the open valve allows for the natural flow of water from the higher level lake to the lower level lake, which then equalizes the two (2) lakes.

The pump stations as well as the emergency pump are programmed to automatically turn on when the lake levels reach two and a half (2.5) feet. The pumps then move the water out to the 195 pump station, at which point the water runs through Hollywood and then out to City of Dania Beach to the ocean. The pumps then turn off automatically when the lake levels reach two (2) feet. Half (½) a foot of water represents about 3.2 million gallons of water according to the calculations of the Public Services Director. These pumps, including the emergency pump, is

Page | 1

monitored and tested a minimum of three (3) times per week by the Public Services Stormwater/Wastewater team to ensure it is operational.

The pumps at the I95 station regularly handle a large amount of water not only collected from the Town of Pembroke Park, but also from neighboring municipalities. However, they may shut off occasionally in heavy rainfall and flooding situations.

The Public Services Director serves as the official Emergency Management Officer of the Town of Pembroke Park. The Public Services Department is responsible for preparing in the event of a storm to manage the lake levels of the Town in order to prevent flooding and erosion.

Incident Report and Findings:

According to the National Weather Service South Florida, specifically the Hollywood area, received approximately 8.8 inches of rainfall in the early morning of December 23rd, 2019.

The Town of Pembroke experienced heavy flooding in the lakes and surrounding areas as depicted in the images in the following pages. There were several Town of Pembroke Park residents that experienced damage to their properties and the items inside their property.

The following issues lead to the Town of Pembroke Park lakes overflowing:

1. The valve near the 24th Street pump station by the Bamboo Lakes Mobile Home Park was closed shut.

Closed valves are in violation of the Public Services Department proper protocol established by the Public Services Director. The only exception is during the cleaning of the pump station(s).

The valves were closed shut in August 2019 in order to clean the pump station located on 24th Street. The Stormwater/Wastewater Crew claim they were instructed by their immediate supervisor (Superintendent) to open all of the valves except for the valve closest to the pump station on 24th Street, for that specific valve to remain closed.

When questioning the Superintendent, he claims he never instructed the Stormwater/Wastewater crew to close the valves and he was aware that the valves must always remain open. He stated he has been in the Town of Pembroke Park for a very long time, he was well aware of the standard protocol, and he would never instruct his crew to leave the valve closed after the cleaning unless he was instructed to do so by the Public Services Director.

It is important to note that the Superintendent was on vacation from December 20th, 2019 through January 7th, 2020.

2. The Stormwater/Wastewater Crew were unaware of the standard protocol/procedure that all valves must remain open at all times with the exception of cleaning the pump stations.

I specifically asked the Stormwater/Wastewater Crew in the presence of the Public Services Director, "Are you aware that the lake valves must always remain open with the exception of closing them for cleaning the pump stations?"

The response of the Stormwater/Wastewater Crew was, "No, we always follow the directions of our immediate supervisor because we are aware that the Public Services Director manages the levels of the lake."

When I turned to the Public Services Director, he stated, "I assumed everyone was aware of the procedure that the valves must always remain open."

3. The Emergency Pump in Bamboo Lakes did not automatically turn on as programmed.

The Emergency Pump in Bamboo Lakes did not automatically turn on as programmed due to the fact that the permanent circuit board was being repaired by the manufacturer. A temporary circuit board was placed in the Emergency Pump Station one (1) week prior by the manufacturer in order to repair the permanent board. The temporary circuit board disables the automatic feature of the

Emergency Pump Station, and therefore, must be turned on manually should you wish for the station to be operational.

The Public Services Director claims he was unaware of the Emergency Pump Station circuit board being repaired. Therefore, there was no instruction provided to the Stormwater/Wastewater Crew to manually turn on the Emergency Pump.

This Emergency Pump was not manually started by the Public Services Department staff on December 22nd, 2019 in order to lower the lake levels as is standard practice and preparation in the event of a storm.

The Emergency Pump was and continues to be fully operational, but must be manually turned on during the repair process of the circuit board.

4. The I95 Pump Station shut down due to the heavy rainfall and flooding.

According to an article published by SunSentinel, the Broward County Director of Highway and Bridge Maintenance stated that the heavy rain overwhelmed the drainage system at several locations. "County roads have storm inlets that collect water. The water then travels through a system of storm drains to a treatment area before it empties into lakes or the Intracoastal Waterway. When there is so much water at once, the collection system gets overwhelmed." See SunSentinel article attached to this report for more information.

5. The two (2) small pumps in the Bamboo Lakes that are privately owned that pump water from the drains into the lakes are non-operational.

These two (2) small pumps in Bamboo Lakes are privately owned and have been non-operational for several years according to the Public Services Director.

6. The Carolina Pump Station Valve managing Lake Trinity was closed.

The Carolina Pump Valve being closed prevented approximately one (1) to two (2) inches of water from transferring from Bamboo Lakes into Lake Trinity. The first (1st) pump at Carolina turns on automatically at 2.5 feet of water and the second (2nd) pump turns on automatically at 2.7 feet. It stays on until the water levels drop to two (2) feet.

7. The Public Services Department failed to prepare for the storm on December 23, 2019.

The Public Services Director serves as the Emergency Management Officer for the Town of Pembroke Park. As such, this responsibility includes proactively monitoring weather conditions and instructing the Public Services Department on managing the lake levels.

The Public Services Director claims there were no warnings/advisories of the severe weather that affected the Town of Pembroke Park in the early morning of December 23, 2019. The Public Services Director claims he subscribes to the Emergency Operations Center for Broward County and the South Florida Water Management District alerts. The Stormwater/Wastewater Crew stated that they occasionally monitor the weather if by chance they see it while watching local news, but it is not reviewed proactively on a daily or weekly basis.

Upon reviewing past weather advisories, both national and local news advised of the storms that would affect the South Florida region in advance beginning on December 21st, 2019. Advisories from the National Weather Service and Local NBC6 are in the following pages.

In addition, there is essentially one (1) staff member responsible for proactively monitoring the weather, and there is no formal backup for the Public Services Director for this specific role.

8. The Town of Pembroke Park does not have a formal/written Emergency Management Plan, Preventative Maintenance Plan, or general policies and procedures for managing the lake levels.

9. There is a lack of supervision and communication in the Public Services Department.

Relevant Pictures:





Page | 7



News Advisories:

There were multiple news advisories listed by the National Weather Service as well as local news.

The following pages depict screenshots from the National Weather Service Twitter Account Alerts on Saturday, December 21st, 2019 and Sunday, December 22nd, 2019 advising of severe weather, storms, and heavy rain for the early morning of December 23rd, 2019 in South Florida, specifically identifying Broward in the cone of "Greatest Severe Weather Potential," "Heavy Rain Potential," and under a Tornado Watch.

The following pages also contain screenshots of a video weather advisory from Local NBC6 on Sunday, December 22nd, 2019 in the late evening stating of the storm impacts including heavy downpours and flooding.

Recommended Plan of Action:

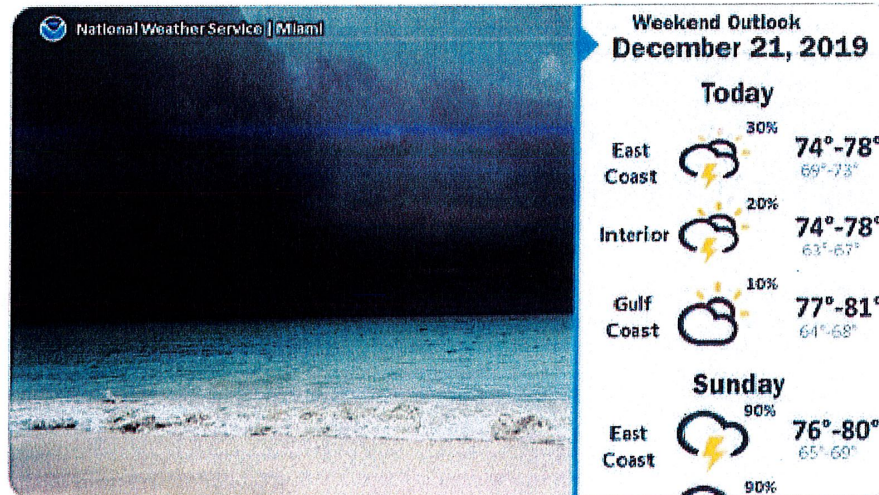
It is important to note that this report is not indicative of any specific employee lacking the skills and knowledge in performing their daily duties and responsibilities, especially those employees that carry long-tenured institutional knowledge of the Town of Pembroke Park history and operations. However, the Town of Pembroke Park's current culture is not adequate in managing the changes that are required in order to proactively prevent these situations from occurring in the future. The Town of Pembroke Park requires a great deal of structure, planning, and training in order to bring the Public Services Department to the highest level of operational efficiency. The existing Public Services Department administrative staff have failed to develop their management skills in the areas of project management, supervision of personnel, and long-term / short-term planning. In my professional opinion, the current team is not capable of handling the amount of changes necessary in the work that needs to be performed. The culture requires a drastic change as there are numerous vulnerabilities and areas of risk such as lack of written procedures and training as well as judgment failure. Again, this is not a personal attack on any specific employee, but instead an observation based on the information provided in this report and the failure to prevent the incident on December 23rd, 2019 from occurring, as the situation was preventable.

- 1. Establish a formal Emergency Management Plan with a Standard Operating Procedures (SOP) Manual that includes a Preventative Maintenance Plan for all Pumps/Valves/and Lake Monitoring Equipment and a Weather Monitoring Plan with multiple back-up personnel.**
- 2. Training for Public Services staff on established Emergency Management Plan.**
- 3. Public Services Department Personnel Change**



NWS Miami @NWSMiami · Dec 21, 2019

Dec 21 @ 6:30AM - Soggy weather is forecast across S. FL this weekend with the potential for strong to severe storms and hazardous weather conditions to develop on Sunday into Monday. Please stay weather-aware and keep up to date with the latest forecast information. #Flwx



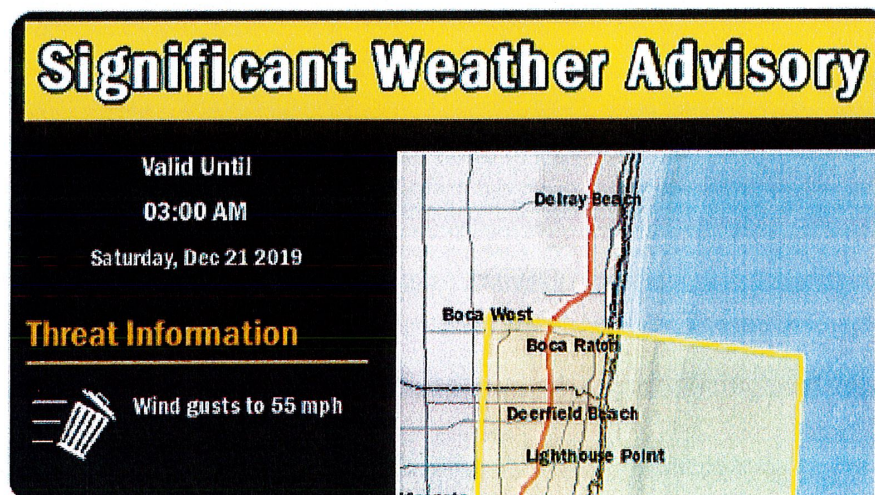
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22



NWS Miami @NWSMiami · Dec 21, 2019

2:42 AM EST 12/21/19 - Strong shower capable of producing funnel clouds approaching the east coastal areas of extreme NE Broward and Extreme SE Palm Beach County. #flwx



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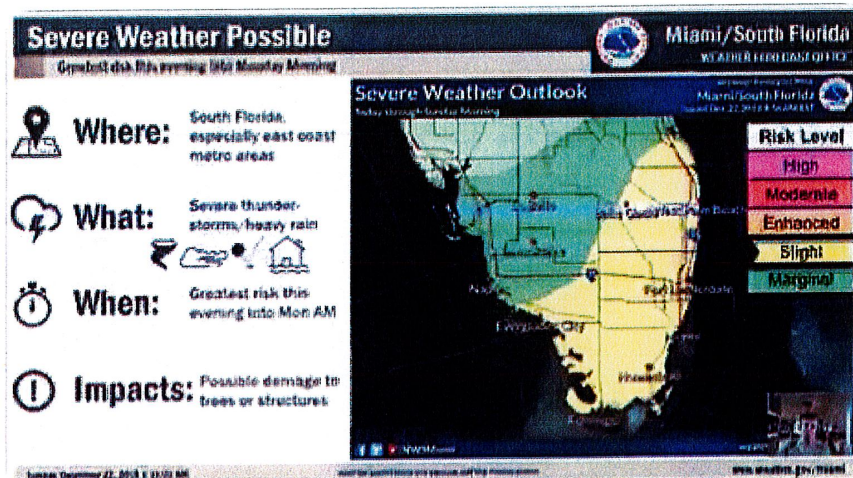
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NWS Miami @NWSMiami · Dec 22, 2019

Dec 22 @ 1115am - Video update on severe weather potential later today into tonight. #flwx



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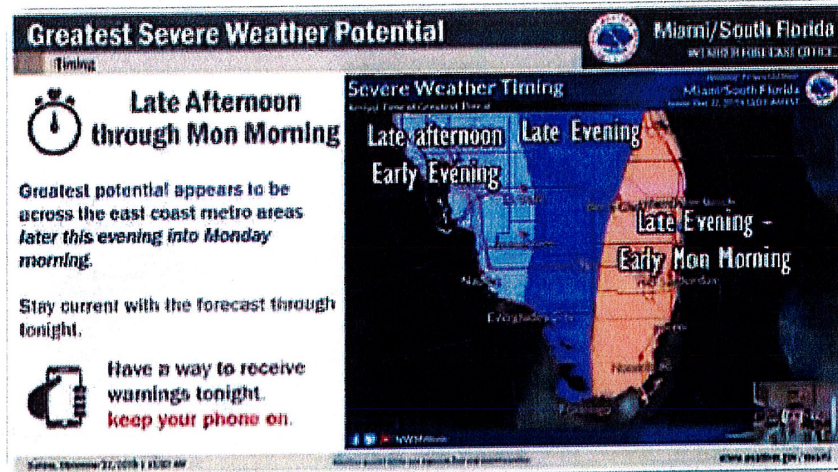
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NWS Miami @NWSMiami · Dec 22, 2019

Dec 22 @ 1115am - Video update on severe weather potential later today into tonight. #flwx



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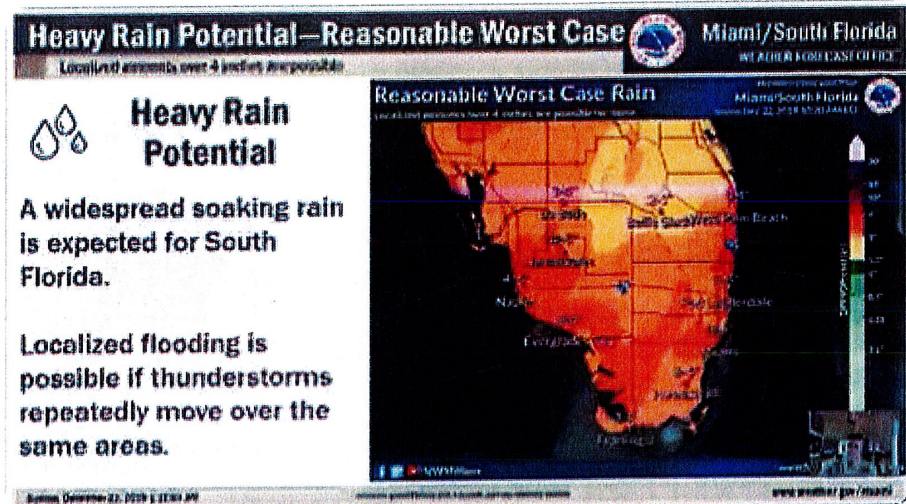
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NWS Miami @NWSMiami · Dec 22, 2019

Dec 22 @ 1115am - Video update on severe weather potential later today into tonight. #flwx



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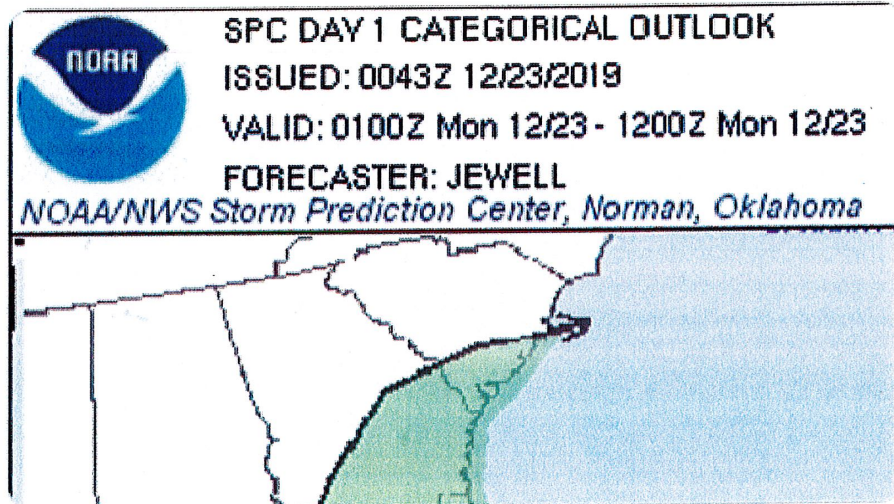
71





NWS Miami @NWSMiami · Dec 22, 2019

The Storm Prediction Center has placed most of South Florida under a Slight Risk for Severe Weather tonight. We recommend have your NOAA Weather Radio ready, and keep your mobile device handy in case warnings are issued for your location.



24

26





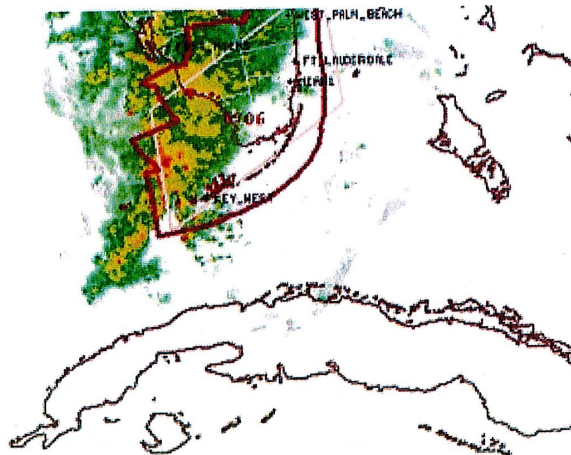
NWS Miami @NWSMiami · Dec 22, 2019

12/22 - A Tornado Watch has been issued for most of South Florida through 5 AM Monday morning. Please keep your phone on overnight and have multiple ways to receive warnings! #FLwx



NWS SPC @NWSSPC · Dec 22, 2019

7:47pm CST #SPC_Watch WW 706 TORNADO FL CW 230145Z - 231000Z,
#flwx #cwx, go.usa.gov/xpsCy



Tornado Watch # 706 - Valid from 845 PM until 500 AM EST

NOAA/NWS/Storm Prediction Center

Updated: 2019122300145 UTC



14



197



232



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SECTIONS

Lucky's Market closing all
but one Florida store



Watch out for falling
iguanas! Weather service
issues alert



A hit man shot a pregnant
woman dead. Her husband
set up the murder,...



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LOG IN

After a chilly night, South
Florida's temperature
should thaw out and

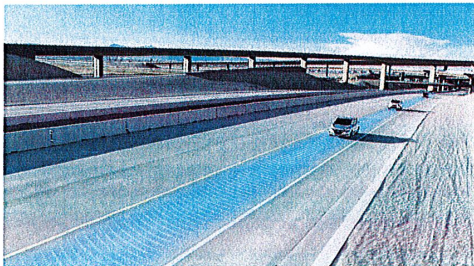
WEATHER FORECAST NEWS

Record rain swamps South Florida in waist-deep water

By DOUG PHILLIPS and EILEEN KELLEY
SOUTH FLORIDA SUN SENTINEL | DEC 23, 2019



⏮ This ad will end in 3 seconds



South Florida was swamped by heavy rains overnight that flooded streets and highways, stranded cars and closed the Fort Lauderdale airport.



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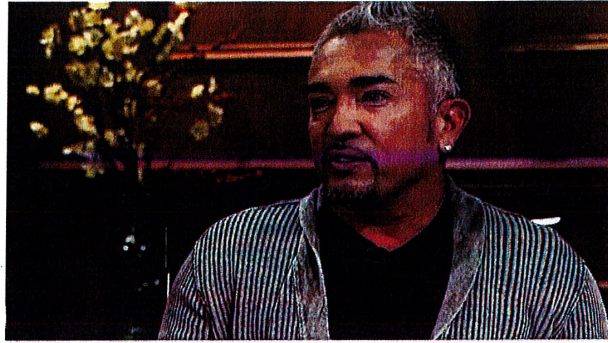
<https://www.sun-sentinel.com/news/weather/fl-ne-weatherweek-20191221-ybbqop7rvjfejsyrrtj2gaxxe-story.html>

1/9

Heavy rains Monday pulverized an almost 80-year-old record, dropping over 7 inches of rain in a few hours and topping the record by nearly 5½ inches.

The rare burst of storms around daybreak Monday flooded roads, submerged cars, stranded drivers and closed Fort Lauderdale-Hollywood International Airport for about three hours.

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Hardest hit were portions of Dania Beach, Hollywood and Hallandale Beach, where a National Weather Service observer noted unofficial rainfall of nearly 13 inches. Though most main roads were passable by mid morning, ankle to waist-high water persisted in some neighborhoods into Monday afternoon.

Emergency dispatchers for the Broward County Sheriff's Office took hundreds of flood-related calls, said Sgt. Don Pritchard. Hallandale Beach received 86 weather related calls for service. Twenty-three people called because they were stranded in submerged vehicles.

PAID POST

What Is This?

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2/9



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The Hallandale Beach Police Department was working with towing companies to remove cars on the roads as well as to reach those stranded in their cars. Several traffic engineers were out working to repair traffic signals.

No one was reported to be hurt, but motorists and homeowners across the region reported water damage.



A stalled out vehicle sits in a flooded Gulfstream Park parking lot in Hallandale as another truck drives by on Dec. 23, 2019. Some parts of Hallandale, Hollywood and Dania Beach took on 12 inches of rainfall which resulted in severe flooding. (Susan Stocker / South Florida Sun Sentinel)

1 / 30

The storms erupted after a low pressure system formed in the Gulf of Mexico and slowly moved north, causing multiple storms to

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<https://www.sun-sentinel.com/news/weather/fl-ne-weatherweek-20191221-ybbqop7rvjefjsyrtj2gaxxe-story.html>

3/9

Florida often gets storms when cold fronts march across portions of the country, but the amount of rain — 7.13 inches at 6 p.m. Monday at Fort Lauderdale's airport — is uncommon, said National Weather Service Meteorologist Chuck Caracozza.

Normal rainfall at the airport is 2.46 inches for the entire month of December. This year, rainfall totaled 9.39 inches by 6 p.m. Monday.

The previous record for the airport on Dec. 23 was 1.57 inches in 1940.

Advertisement



The National Weather Service reported 8.8 inches of rain in Hollywood but just over 3 inches at Miami International Airport and just under 2 inches at Palm Beach International Airport. Neither airport experienced significant travel delays, but Fort Lauderdale-Hollywood reported 123 flights delayed and six canceled about 8 a.m.

Greg Meyer has been with the Broward County Aviation Department for 13 years and he has never seen anything like it.

RELATED: Racehorses relocated as stalls underwater at Gulfstream Park »

The airport has closed in preparation of hurricanes, but the last time it even came close because of rain was May 23, 2003.

Even then — in the midst of a 100-year flood event — only two of the three runways were closed down due to flooding.

"Today was worse," Meyer said.

Some 1.8 million travelers are expected to pass through the airport from Dec. 18 through Jan. 2. About 126,000 people were expected to pass through on Monday.

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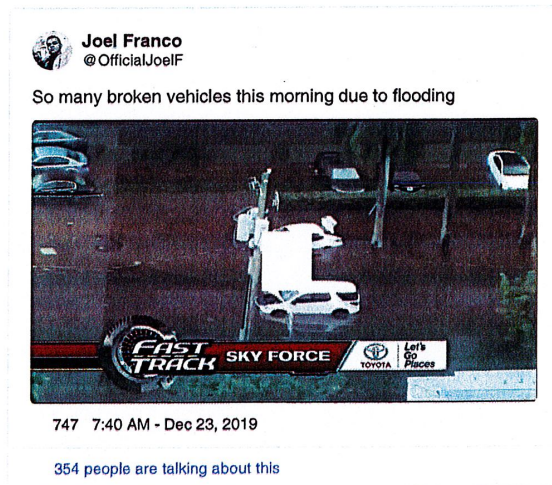
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Flooding affected at least 5 percent of the 1,200 lane miles of roads that Broward County owns or maintains, said Anh Ton, the county's director of highway and bridge maintenance.

Ton said the heavy rain overwhelmed the drainage system at several locations, including NW 27th Avenue near Sunrise Boulevard in Fort Lauderdale and Riverland Road in Fort Lauderdale and Andrews Avenue near Broward Boulevard, also in Fort Lauderdale.

"We've had 7 inches before, but that is spread out," Ton said.



County roads, Ton said, have storm inlets that collect water. The water then travels through a system of storm drains to a treatment area before it empties into lakes or the Intracoastal Waterway. When there is so much water at once, the collection system gets overwhelmed.

That's exactly what happened Monday.

Crews used pumps and vacuum trucks to lower the water level on the roads, "allowing for safe travel without closing any roads," Ton said.

By midday, Ton said he was not aware of any homes being flooded along county roads.

Fort Lauderdale's airport tweeted about 4 a.m. that the facility was closed because of severe rain and flash flooding. Well before the call to close the airport, social media was lighting up with posts about the conditions.



Wise move to stop and turn around! [twitter.com/r954kingrr/sta...](https://twitter.com/r954kingrr/status/122191221-ybbqop7rvjefjsyrrtj2gaxxe-story.html)

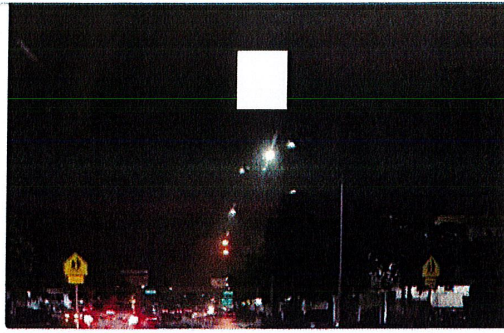
Rico Robinson @r954kingrr

Turn around, don't drown @JimCantore @DrRickKnabb Hollywood/ Hallandale FL area, east of I-95 exit.

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56 4:03 AM - Dec 23, 2019

22 people are talking about this

"The flooding is insane," someone heading there for a 2 a.m. pickup wrote. "Cars are stalled out and people are driving on sidewalks."

Flights were resuming about 6:30 a.m., but traffic heading to the airport was extremely heavy, and some airport services, such as shuttle buses, were continually disrupted, officials said.

In Terminal 2, Nikki Gavallas waited in a long line at the counter for Delta Airlines with her husband and two daughters, 3 and 14 months.

Breaking News Alerts Newsletter

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Our adventure this morning started really early. We were supposed to have a 7:30 flight to Atlanta that got delayed to 8:30 and we've been stuck in traffic trying to get to the airport," Gavallas said, while trying to take it all in stride.

"But it's OK, our kids are being great," she said.

LATEST WEATHER FORECAST

After a chilly night, South Florida's temperature should thaw out and rise (just like the iguanas)

Watch out for falling iguanas! Weather service issues alert

Much cooler weather heading for South Florida

By early Monday, most of the worst weather had moved east, off the coast.

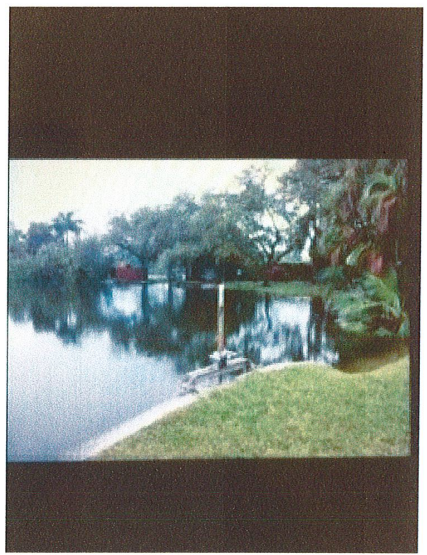
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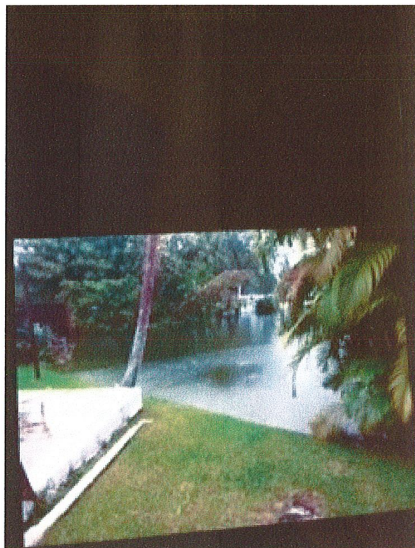
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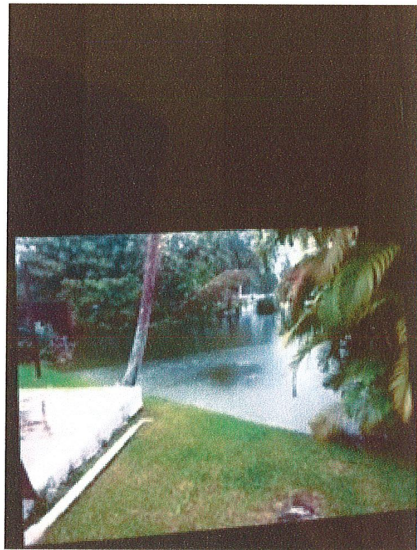
Photos: Bamboo Lakes Flooding 12/23/2019

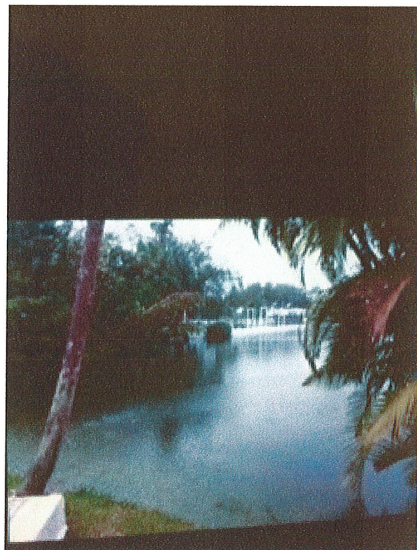
Commissioner Georgina Cohen

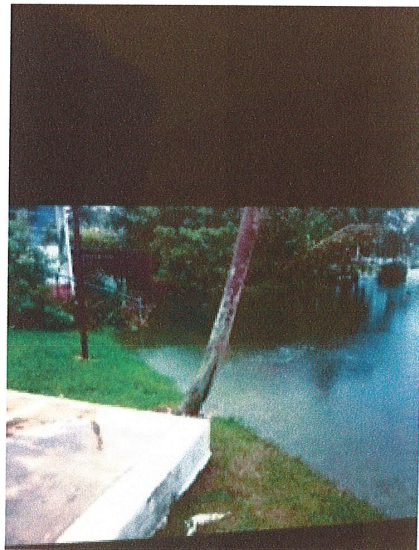


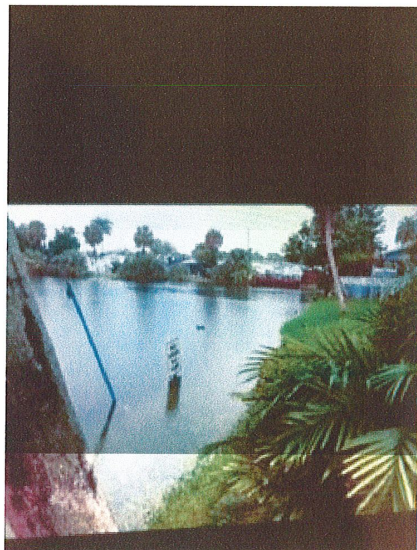


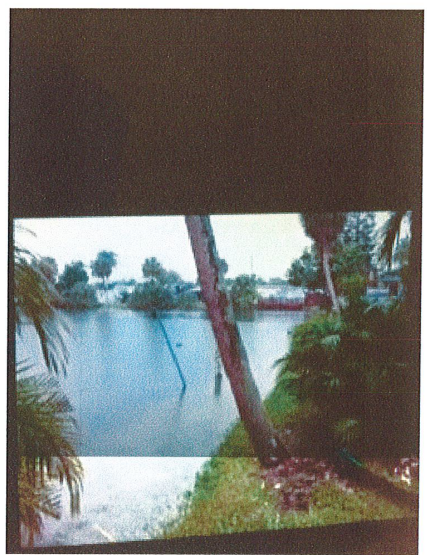


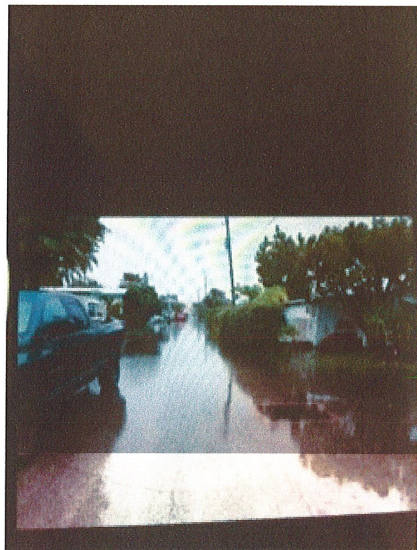






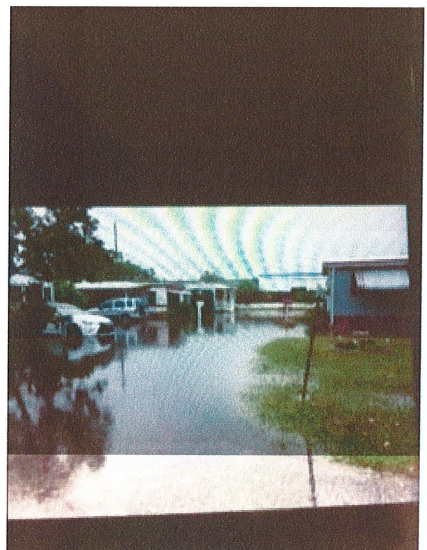


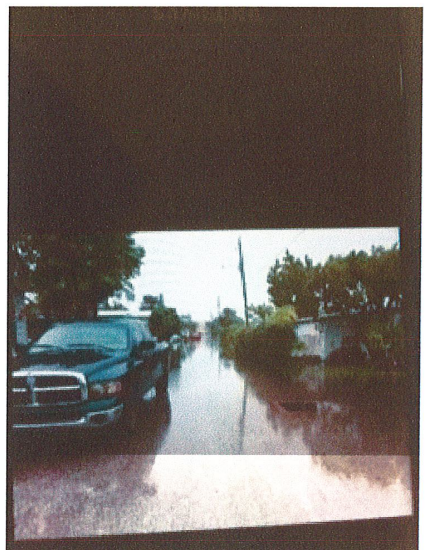


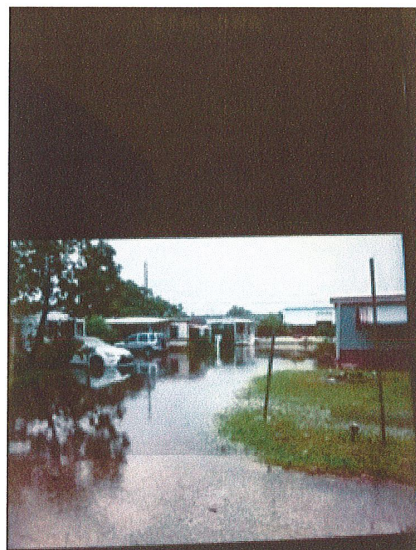


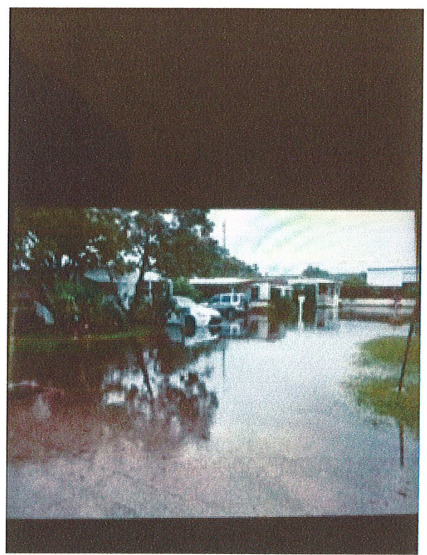


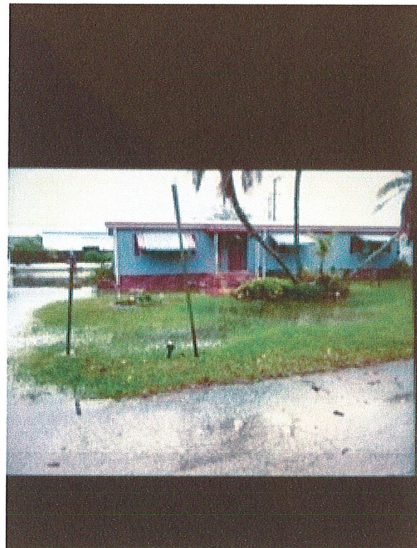


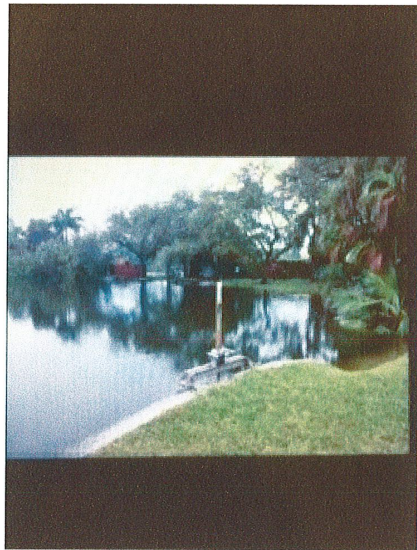












Text Communication

08/03/2019 thru 01/23/2020

Commissioner Georgina Cohen

Full Thread

Verizon

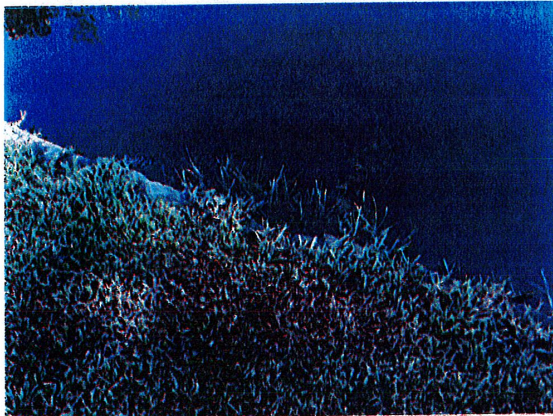
☐  Todd Larson  2 Georgina Cohen Sat Aug 03, 2019 9:36PM ET ▼
MESSAGE I called the box and the on call employee will check lake levels and verify running pumps. The Carolina station should be running.

☐  Georgina Cohen  2 Todd Larson Sat Aug 03, 2019 9:38PM ET ▼
MESSAGE Ok
Please make sure the pump gets on.
Thanks

☐  Georgina Cohen  2 Todd Larson Sun Aug 04, 2019 8:31AM ET ▼
MESSAGE Please put the bump on and lower the waters (the pump on walkway) went down a LITTLE, but not enough, need the pump on.
Will take more pictures.
Thank you for your attention to this problem. I will talk to you tomorrow (Monday) have a nice day!

Commissioner Cohen

☐  Georgina Cohen  2 Todd Larson Sun Aug 04, 2019 8:44AM ET ▼
MESSAGE



It's about 2 inches down from the top of seawall right now. If we get more rain today, we will be back above the seawall and cause erosion. I will try calling you. Thanks again Todd.
Commissioner Cohen

☐  Georgina Cohen  2 Todd Larson Sun Aug 04, 2019 10:11AM ET ▼
MESSAGE Just was watching the news(flooding threat in Broward later today) the pump on the walkway is now on. We need to keep a watch on this. I will keep you posted on my end.
Thanks for having the Gary put the pump on the walkway on. Will be in touch.
Thank you again

Commissioner Cohen

☐  Georgina Cohen  2 Todd Larson Sun Aug 04, 2019 2:24PM ET ▼
MESSAGE Weather here is terrible
rain is coming down in buckets. Thank God the pump is on! Will keep you posted.

☐  Georgina Cohen  2 Todd Larson Sun Aug 04, 2019 7:26PM ET ▼
MESSAGE Why is the pump off on the walkway??

☐  Georgina Cohen  2 Todd Larson Sun Aug 04, 2019 7:33PM ET ▼
MESSAGE The water level is still high the pump on the walkway is not on I don't know if it ran out of gas or what's going on please call me at your convenience

Georgina Cohen 2 Todd Larson Sun Aug 04, 2019 8:44AM ET



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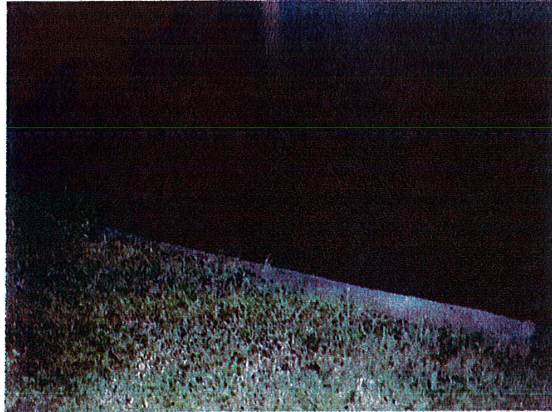
Georgina Cohen 2 Todd Larson Sun Aug 04, 2019 2:24PM ET
Weather here is terrible
rain is coming down in buckets. Thank God the pump is on! Will keep you posted.

Georgina Cohen 2 Todd Larson Sun Aug 04, 2019 7:26PM ET
Why is the pump off on the walkway??

Georgina Cohen 2 Todd Larson Sun Aug 04, 2019 7:33PM ET
The water level is still high the pump on the walkway is not on I don't know if it ran out of gas or what's going on please call me at your convenience

Georgina Cohen 2 Todd Larson Sun Aug 04, 2019 7:34PM ET
I did try calling you maybe you didn't hear your phone if you get my message please call me

Georgina Cohen 2 Todd Larson Sun Aug 04, 2019 8:26PM ET



MESSAGE

Georgina Cohen 2 Todd Larson

Sun Aug 04, 2019 8:27PM ET



MESSAGE

Georgina Cohen 2 Todd Larson
Tonight's pictures

Sun Aug 04, 2019 8:28PM ET



MESSAGE

Georgina Cohen 2 Todd Larson

Sun Aug 04, 2019 8:29PM ET



MESSAGE

Todd Larson 2 Georgina Cohen

Sun Aug 04, 2019 10:57PM ET



The lake is at about 2.5 feet. That is just about where the pumps start. Two pumps are pumping at Carolina and one at 24th St. The lake should continue to drop overnight.





Georgina Cohen 2 Todd Larson

Fri Aug 09, 2019 3:08PM ET

Todd again the water level is very high over the top of my Seawall please make sure the pump is on
Thanking you in advance please make sure this matter is taken care of ASAP



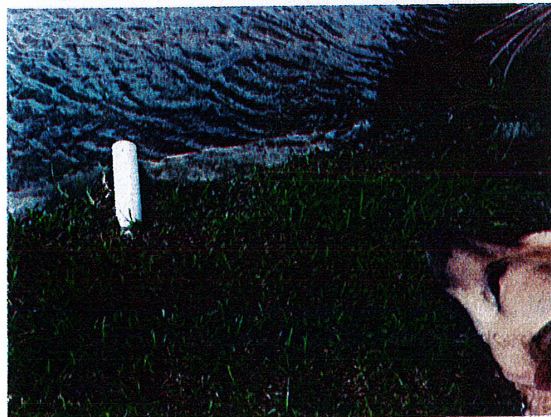
Georgina Cohen 2 Todd Larson

Fri Aug 09, 2019 3:09PM ET



Georgina Cohen 2 Todd Larson

Fri Aug 09, 2019 3:10PM ET



Todd Larson 2 Georgina Cohen

Fri Aug 09, 2019 3:34PM ET

I'll call you back.



Georgina Cohen 2 Todd Larson

Mon Aug 12, 2019 1:23PM ET

Can you please call me
The the water levels are high in the bamboo Lakes when we talked on Friday you said you were going to have the guys see if there was anything dead or leaves that might be causing the high waters in the Lake I hear the pump on the walkway but it doesn't seem like anything's going down please call me so I know what's going on you also said something about having electrician look at the electric on the walkway and Carolina Street please call me thank you looking forward to hearing from you



Georgina Cohen 2 Todd Larson

Mon Aug 12, 2019 9:25PM ET



Georgina Cohen 2 Todd Larson

Mon Aug 12, 2019 9:26PM ET ▼

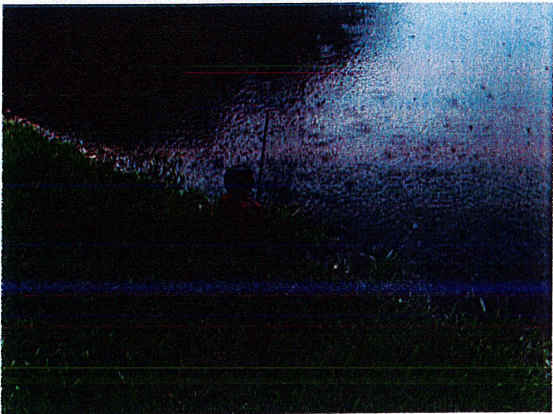
MESSAGE



Georgina Cohen 2 Todd Larson

Mon Aug 12, 2019 9:27PM ET ▼

MESSAGE



Georgina Cohen 2 Todd Larson

Mon Aug 12, 2019 9:28PM ET ▼

MESSAGE



- ☐  Georgina Cohen  Todd Larson Tue Aug 13, 2019 10:33AM ET 
MESSAGE Just wanted to let you know Todd that the water is still high it's over the seawall can you see to it please that this lake is lower before you leave to go to Orlando tomorrow we don't need problems with the OIG.

Thanking you in advance
Commissioner Cohen

I will send another picture
- ☐  Todd Larson  Georgina Cohen Sat Aug 31, 2019 8:31PM ET 
MESSAGE Just wanted to update you on the storm. 60% chance of tropical storm winds. 10 % hurricane force. No evacuations yet. No shelters yet.
- ☐  Georgina Cohen  Todd Larson Thu Jan 23, 2020 7:37AM ET 
MESSAGE Please make sure all pumps are functioning and that the lakes are being monitored
Rain forecast
- ☐  Todd Larson  Georgina Cohen Thu Jan 23, 2020 7:46AM ET 
MESSAGE Message received
- ☐  Georgina Cohen  Todd Larson Thu Jan 23, 2020 2:14PM ET 
MESSAGE Rain is coming down hard are the pumps on
- ☐  Todd Larson  Georgina Cohen Thu Jan 23, 2020 5:24PM ET 
MESSAGE Lakes are at minimum 2 ft level

Report Generated 2/14/2020 4:04 PM ET by Mark Pakula

Commission Workshop Minutes 08/12/2019

Commissioner Georgina Cohen

WORKSHOP COMMISSION MEETING TOWN OF PEMBROKE PARK
MONDAY, AUGUST 12, 2019 - 7:00 PM

AMENDED AGENDA
CALL TO ORDER: 7:33 PM
PLEDGE OF ALLEGIANCE
ROLL CALL

PRESENT:	MAYOR	ASHIRA MOHAMMED
	VICE MAYOR	HOWARD P. CLARK, JR.
	COMMISSIONER	REYNOLD DIEUVEILLE
	CLERK COMMISSIONER	GEORGINA COHEN
STAFF:	TOWN ATTORNEY	CHRISTOPHER J. RYAN
	TOWN ATTORNEY	ANDRE PARKE
	TOWN MANAGER	AGATHA MUSE-SALTERS
	ADMIN SERVICES DIRECTOR	NATASHA JOSEPH
	DIRECTOR OF PUBLIC WORKS	TODD LARSON
	BUDGET/FINANCE DIRECTOR	HARRY TAUBENFELD
	INFORMATION TECH DIRECTOR	MARK PAKULA
	INTERIM BUILDING OFFICIAL	MIGUEL NUNEZ
	BILLING CLERK	MICHELLE GROOMS
	ASSISTANT PUBLIC WORKS DIRECTOR	MARIAM JACQUES
	TOWN PLANNER	MICHAEL MILLER
	PUBLIC SAFETY OFFICER	CHIEF COKER
	FIRE SAFETY	CHIEF KANE
ABSENT:	CLERK COMMISSIONER	GEOFFREY JACOBS/ EXCUSED

1. DISCUSSION: Approval of Bills \$500.00- Finance Department

In response to questioning by Mayor Mohammad, Attorney Ryan stated that there has not been any change on the Progressive Waste Litigation. Attorney Ryan stated that a report was sent to them with what needed to be done with the rehabilitation of the building and also the storm water drainage; to date neither project has been completed. A letter was sent from Attorney **Hawkman** who is the Lead Council for the Town asking for an update. They responded stating that they are having it evaluated and will get it done. The court filed a "Motion to Dismiss" the matter in the event there is no progress. The discussion continued.

In response to questioning by Commissioner Cohen, Director of Public Director Todd Larson stated that the irrigation pump was replaced at the preserve.

2. DISCUSSION: Finance & Budget Update – Finance Department

Budget/Finance Director Harry Taubenfeld stated that in his review, he has nothing new to report other than the few accounts that have exceeded their budgeted amount. Mr. Taubenfeld stated that for revenue year end, it appears that the Town may be slightly short, around Two

Hundred Fifty Thousand dollars (\$250,000.00) to Three Hundred Thousand (\$300,000.00) in total revenue when discussing the general funds and enterprise funds. He continued to state that the savings on the expense side should offset any revenue short falls the Town may have come year end. In response to questioning from Mayor Mohammad, Mr. Taubenfeld stated that he's removed the Building Department out of the general fund which shows that there is a surplus of funds of Four hundred Thousand dollars (\$400,000.00) in revenue over expenses.

In responding to Mayor Mohammad, Administrative Services Director, Natasha Joseph stated that employee vacation buy backs are done every June and November, but this year they are running behind. Mayor Mohammad is authorizing employee vacation buy outs, Ms. Joseph stated that she will get with Ms. Price and get two (2) weeks' vacation information to the employees and have them sign. (Inaudible)

Budget/Finance Director Harry Taubenfeld stated that in preparing for next year's budget, he's requesting for budgeted events.

Mayor Mohammad suggested that she would like the commissioners to think about hosting their own events and market themselves with in their Districts, along with participating group commission events. Mayor Mohammad stated that she will bring this up for discussion again next week.

3. DISCUSSION: Broward Sheriff Office (BSO) Contract Issues- Vice Mayor-Lead Commissioner Clark/Lead Attorney Parke

Attorney Andre Parke provided an update of the Contract Issues and stated that he has been in communication with BOS regarding such; the only reply he received was that BOS is not a local Governmental entity covered under Chapter 164, therefore Conflict of Resolution was not needed. Attorney Parke requested to speak with them regarding all issues, no reply as of yet. The discussion continued

Currently there are two (2) issues. An unresolved dispute where the commission will need to make a determination as to how to move forward, this issue remains open. The second issue is the overcharge for services. The discussion continued.

4. DISCUSSION: Broward Sheriff Office (BSO) Contract - Vice Mayor-Lead Commissioner Clark/Lead Attorney Parke

Attorney Parke stated that there was an issue regarding the City of West Park Fire Service Contract. BSO indicated that they will no longer be paying fifty percent (50%) for their Fire Services, where it's been indicated from The Town that we will only be paying for forty percent

(40%), which is off of the empirical data. Vice Mayor Clark suggested passing the dispute on the agenda for August 26th, 2019. The discussion continued.

IT Director Mark Paulka stated that the Town has a Master Calendar that everyone can utilize. He indicated that there are two separate calendars one is for personal the other is the Master Calendar which is for the entire town. Mr. Paulka stated that there was a glitch in the system that was fixed and verified that it was running by checking everyone's computer. The discussion continued

Mayor Mohammad stated that she would like Mr. Paulka to schedule a group training this Wednesday and would like the program installed on each Commissioners phone. The discussion continued.

5. DISCUSSION: Information Technology Update- IT Director Paulka

a. Document Imaging Project

Information Technology Director Mark Paulka provided a brief history of the document imaging projects plan to scan all documents, and to eventually scan all documents for the public portal/ public document request directed by the Commission. Mr. Paulka stated that he's received three quotes between the price ranges of Sixty Thousand (\$60,000.00) Dollars to One Hundred Thousand (\$100,000.00)Dollars. In responding to Mr. Paulka question, Mayor Mohammed stated an RFP is needed.

b. Computer Software – Office 365

Information Technology Director Mark Paulka is requesting permission from the Commission to move forward with starting the migration from our old legacy servers to Office 365. He's started the design feature which would entail a mirrored server (Fault Tolerance), one server would be located in this building, and the other server will be up in the cloud. The discussion continued

In response to questioning by Mayor Mohammad, Mr. Paulka stated that he will get pricing regarding the Governmental (G3) or(G5) licenses for the Office 365 before the 26th of August. The discussion continued.

c. Website

Information Technology Director Mark Paulka stated that he and Commissioner Jacobs will be meeting with three (3) vendors on August 23rd from 9 A.M. to 1 P.M. to get an overview of the web designer's functionality. The discussion continued.

6. DISCUSSION: Building Department Update- Interim Building Official Nunez

Interim Building Official Miguel Nunez stated that the Administrative Staff are looking for avenues on how to reduce and stabilize our budget. One item that was proposed was to move from having an independent contractor to a part time inspector and plans examiner. Mr. Nunez stated that they have provided a draft ordinance to Public Services Director Todd Larson, about how to increase getting additional points on the (Community Rating System) CSR which will also assist in saving flood insurance for our residence. The discussion continued

Mr. Nunez stated that the proposed budget will be constantly reviewed the next three (3) years to monitor the proposed savings. The discussion continued.

7. DISCUSSION: Building Plan Review and Inspection Services-Public Service Director Larson

This was previously discussed on the other agenda

8. DISCUSSION: Business Tax Receipt and Billing Update- Business Tax/ Billing Clerk Grooms
8:22-8:49:08

- a. FY 17-18 Inactive Accounts
- b. Update on Public information Request
- c. Sign Variance Credit Balances
- d. Update Status of minutes
- e. Waiver Request- Just insurance Brokers
- f. Waiver Request – Lift masters

9. DISCUSSION: Code Enforcement Department Update – Chief Code Enforcement Officer Louis

Chief Code Enforcement Officer Louis gave a brief description of the different categories of Code Enforcement. Incidents are complaints or calls that are looked into or are working on the case, but no written notice of violation has been issued. New Code Cases are opened notice of violation for and pursuing through the Code Board for citation. Ongoing cases are opened notice of violations and are pursuing through the code board. Mr. Louis stated that for the month of July there are currently 6 (six) new cases and (3) three closed cases. The next Code Board hearing is August 22, 2019.

10. DISCUSSION: Parks Department Update – Parks' Supervisor McKine

No Discussion Held.

11. DISCUSSION: Public Safety – Chief Coker

Public Safety office Chief Coker provided an update as to how their department is getting ready for back to school on Wednesday. Chief Coker stated that her staff did a walk thru through the

schools to familiarize themselves with the layout of the school; they also created an operational plan which includes enforcing oncoming traffic to slow down while in school zones.

For the month of July, Chief Coker stated that there have been five hundred fifty eight (558) calls of service, thirty four (34) accident investigations and ninety (90) citations. In the mobile home parks, there have been a total of two (2) residential burglaries and overall for the Town, there have been a total of nine (9) incidents, four (4) car thefts, one (1) truck theft, one (1) business burglary and one (1) homicide. The discussion continued.

Chief Coker gave a brief description regarding Sheriff Gregory Tony's Initiatives which included the Marjory Stoneman Program Committee, school safety, Real Time Crime Center and an Eight Pack Leading Control Center. Chief Coker also indicated that there will be a new Training Facility being built in Fort Lauderdale. The discussion continued.

Chief Coker stated that there is a community awareness gathering called Drive Way Initiative on August 20, 2019 starting at 6:30 P.M. at Pembroke Park Apartments. The discussion continued.

12. DISCUSSION: Fire Safety – Chief Kane

Chief Kane stated that seventy one (71) kids from The Town of Pembroke Park attended the Summer Sizzle which was a one day Fire Safety Camp located in Coral Springs, FL.

Chief Kane said a few words of remembrance on the Memory of Captain Kerr for his nineteen (19) years of service to the Town of Pembroke Park. Commissioner Cohen suggested to Vice-Mayor Clark to do a proclamation for Captain Kerr, Vice Mayor Clark agreed.

Chief Kane will present his statistics at the Regular Meeting Monday August 26th.

13. DISCUSSION: Status of Town Projects- Vice-Mayor Clark/ Public Service Director Larson

- a. Florida Department of Transportation (FDOT)/Metropolitan Planning Organization Update- Vice mayor Clark/ Public Services Director Larson
- b. Metropolitan Planning Organization (MPO)

Vice Mayor Clark stated that the FDOT sent a letter to the Mayor and Commissioners thanking them for the proclamation that was presented.

Vice Mayor Clark stated that he and Director of Public Services Todd Larson will attend an MOP meeting on September 18, 2019 at 9:30 A.M. in which they will present all projects. Vice mayor Clark stated that he would like to connect all bicycle pass with the walking trails. The discussion continued.

Director of Public Services Todd Larson stated that a letter was received from the State of Florida regarding three (3) projects that was applied from HMGP, have been moved to Tier 1 which are being processed for funding. The three (3) projects are as follows;

Town Hall Hardening, this project will cover the windows, doors and the generator. The elevator upgrade was not approved. Mr. Larson stated that he is working on getting the paperwork completed for the questions asked.

John P Lyons Drainage – Mr. Larson stated that the pump station and the last section of the drain pipe. Mr. Larson is supplying additional information requested.

SW 25th St Drainage – Mr. Larson stated that this is located by the Behan Park down across Park Rd. where Lake Shore Mobile Home Park is. The will be upgrading the drainage size and a pump station.

Mr. Larson stated that between all three (3) projects there is about Two Million (\$2,000,000.00) Dollars in grant funding, and the rest will be taken from the drainage fund. Mr. Larson stated that he will request the additional funding out of next year's budget. Mr. Larson continued to state that it will take about two (2) weeks to have them review the responses and about two (2) to (3) months to receive a response with the final offer of the Grant. The discussion continued.

Vice Mayor Clark stated the importance of finishing the Master plan. He stated that he would like to go on record stating that people are being misconstrued; we do not have the capacity to hook up their water. These areas have been flooding for decades. Commissioner Cohen stated that the Town is not keeping up with the pumping of the lakes, water is over sea wall. In responding to Vice Mayor Clarks questioning, Public Service Director Todd Larson stated that the pumps are working correctly and once the grant projects are completed, this will assist with the flooding. Mr. Larson also stated that According to the permit, we are not allowed to pump until the water reaches 2.5 feet, but Mr. Larson will look into lowering the turn on level. The discussion continued

Commissioner Cohen stated for the record that this problem is causing erosion, we are losing a lot of land, and that the erosion on linear walkway. Commissioner Cohen stated for the record when Mr. Lyons was employed there were never any flooding problems. The discussion continued.

Vice Mayor Clark suggested that another engineer is needed. In response to questioning by Vice Mayor Clarke, Mayor Mohammad stated that there are contractors on contract that the Commissioners can reach out to. The discussion continued.

Mayor Mohammad made a comment about the pictures showing that something is wrong with the automation line. Attorney Ryan stated that all photographs need to be presented so that all of the public can be viewed for everyone can see so that we may comply with the Sunshine Laws. Note: all pictures were emailed to Administrative Services Director Natasha Joseph. The discussion continued.

In response to questioning by Mayor Mohammad, Mr. Larson stated that there is no drainage on 30th Ave., between Hallandale and the S Curve, the past the Piano place owner Mr. ** would not allow the drainage to be install, this needs to be added at a later date.

In response to questioning by Mayor Mohammad in regards to only three (3) lights from the Doctors Toy Store to the Hallandale Beach Blvd. are currently working . Mr. Larson stated that a batch of light bulbs were ordered, the electrician is installing them but hope to be done by the end of the month.

In response to questioning by Mayor Mohammad in regards to replenishing the free library, Mr. Larson stated he wasn't sure where to get them but Attorney Ryan suggested putting a General Notice on the website. The discussion continued.

Commissioner Cohen stated for the record that pictures of the Lake were sent to Mr. Larson.

14. DISCUSSION: Disaster Debris Removal and Disposal Service Bid Award – Public Services Director Larson

In response to questioning by Mayor Mohammad, Mr. Larson stated that Mariam sent the contracts to review to Attorney Ryan. Attorney Ryan stated that he has the Agreements and will follow up. The discussion continued.

15. DISCUSSION: Capital Improvement Plan Amendment- Vice-Mayor Clark/ Public Service Director Larson

Public Services Director Todd Larson stated that still waiting for any additions for Capital Projects. This also has to do with selection of projects needed for the Legislative Procreations but look at additional projects to include and update the Project list for the upcoming budget year. The discussion continued.

16. DISCUSSION: 2019 Healthy Community Champions Recognition Program – Vice Mayor Clark- Public Services Director Larson

Code Enforcer Jeffrey Louis stated that he and Public Service Director Todd Larson worked up the application with all the bullets and points, Mr. Louis still needs to get with the Town Planner Michael Miller to get the comprehension plan to add to the application. The discussion continued.

17. DISCUSSION: Legislative Update- Vice-Mayor Clark/ Attorney Sigerson

- a. Petitions
- b. Annexation

Vice Mayor Clark provided an update in regards to a meeting. Vice Mayor Clark stated that this is on the 3rd and final hearing in front of the Florida League of Cities. The discussion continued.

Mayor Mohammad stated that she would like to hold a Town hall meeting here at the end of the month.

18. DISCUSSION: International Promotions, business, Community Involvement- Vice Mayor Clark

- a. Special Recognition for: Coca Cola, Pembroke Park Church of Christ, Professional Firefighters Association, and Club Richelieu

Vice Mayor Clark stated that they are still moving forward Mr. Larson has the plaques and all that's needed is a date.

- b. Argo-Eco Center/ Community Garden/ Food Forest/ Grants

Vice Mayor Clark stated that we past a motion that we will apply for any and all funding which includes a legislative budget request. Vice mayor Clark also stated that he is still going to Atlanta to find out who their contacts are to make connections. Mayor Mohammad stated to Vice Mayor Clark to direct staff to look at all grants.

Administrative Services Director Natasha Joseph asked if a Resolution was needed. Further discussion continued regarding which project needed Resolution. Attorney Ryan stated that he will get with Connie regarding Resolutions. The discussion continued.

- c. Exercise and Playground Equipment

In response to questioning by Mayor Mohammad, Public Service Director Todd Larson stated that the two (2) pieces of the exercise equipment one being repair and once being in storage should have been installed or a PO should have been issued. The other three (3) or Four (4) pieces that are missing have been added to the proposed budget request and will follow up once the budget is in place. The discussion continued.

INFORMATIONAL

- d. Wellness Programs- Focal Point and Aging and Disability Resource Center (ADRC)

Vice Mayor Clark stated that this program is in effect, we just need to get the news out. (Inaudible) Mayor Mohammad suggested that she would like the Town to do our own Senior Walk and invite them to participate. The discussion continued.

- e. 2019 Winter Festival- Club Richelieu

Vice Mayor Clark stated that this winter he would like to see all the groups get together to get involved in Cultural Diversity. The discussion continued.

f. FITCE 2019

In response to questioning by Mayor Mohammad, Administrative Services Director Natasha Joseph stated that registration has been completed for the table for and for individuals. The discussion continued

g. Free Trade Zone- Building

Vice Mayor Clark stated that Barbara will set it all up.

h. Francophone/Francophile

Vice mayor Clark stated that staff did not notify Commission regarding this event in March. Vice Mayor Clark requested that Ms. Joseph investigate as to who received this email. The discussion continued.

19. DISCUSSION: Agriculture Education and promotion Facility Funding and 2019-20 Legislative Appropriations- Vice Major Clark/ Public Service Director Larson

No Discussion held.

20. DISCUSSION: Contracts- Mayor Mohammed/ Vice Mayor Clark/ Attorney Ryan

Attorney Ryan stated that the RFP's for a Town Attorney, Planner and Information technology were written. Town Manager Agatha Muse-Salters stated that she would like to put all three (3) contracts on hold until a complete analysis can be done and more information can be added. The discussion continued.

In response to questioning by Vice Mayor Clark, Director of Public Works stated that several employees did not want to work in the Community Forest. Mayor Mohammad stated that when this originally started a few years ago in 2013, the Commission Directive was that staff would not work in the Community garden to be maintained by the Community. Mayor Mohammed stated that if the money can be found in the budget, an additional person can be hired. The discussion continued.

Ms. Salters stated that she would like the opportunity to go over the Parks and Recreation staff with Mr. Larson and get back with the commission.

Commission Cohen suggested that the linear walkway needs to be walked, that the park is being neglected. The discussion continued.

In response to Vice Mayor Clarks questioning, Mayor Mohammed stated that they have the ability to hire, there is no need to bring this back on the agenda. The discussion continued.

21. DISCUSSION: Resurface Exterior of Town Hall – Mayor Mohammed

Mayor Mohammad suggested moving forward on updating City Hall and to go out for bid. Mayor Mohammad would like this to go out for a bid. In response to Mayor Mohammad's questioning, Mr. Larson stated that a RFP could go out as a design/build RFP or as a two (2) step bid, meaning design it, do the specs then build out the specs. His recommendation was to do it as a one (1) bid process. The discussion continued.

22. DISCUSSION: 2019 Mayors National Youth Summit Update – Mayor Mohammed

Mayor Mohammad stated that this item was not on the agenda therefore, it was not addressed.

23. DISCUSSION: Town Vehicles Policy – Mayor Mohammed

Mayor Mohamad stated that The Town needs to create a vehicle policy and to move forward with Omnitrax. In response to questioning by Mayor Mohammad, Attorney Ryan stated that they have been slow in responding, but there have been discussions, Attorney Ryan stated that he will let them know we have deadline to meet.

Director of Public Works Todd Larson stated that currently the State has a contract with Verizon that can provide the same services as Omnitrax. Mr. Larson has the information and will forward to Attorney Ryan. The discussion continued.

24. DISCUSSION: Alcoholic Beverage Sales Extended hours licenses – Annual Fees- Consultant Town planner Miller

Mr. Miller stated that the owner and operator of the Polo Club, located at 56th Avenue and Hallandale Beach Boulevard was unhappy with the outstanding fees for the Alcoholic Beverages Extended Hours Sales License due to the community. Currently there are two (2) businesses that have been granted the sale of alcoholic beverages sale extended hours licenses. One is being Scarlett's Cabaret which operated seven (7) days a week with a seating capacity of eight hundred (800) and the Polo Club which is operated two (2) days a week with a seating capacity of about one hundred (100), both establishments being charged the same for the annual fee. The discussion continued.

Mr. Miller is recommended the Commission consider having the annual fee adjusted due to size and hours of operation. Mayor Mohammad stated to be fair to businesses in our community, size of business and hours of operations can be adjusted. Mayor Mohammed stated to the Commission to email Mr. Miller with their recommendations.

25. DISCUSSION: Seneca Commerce Center (SCC)-Right-of-Way Encroachment Agreement-Consultant Town Planner Miller

Mr. Miller stated that Seneca built a buffer wall at the intersection of 40th Avenue and 25th Street. According to Mr. Miller there was additional right away dedicated with plaque but during inspection although, not noticeable, it was determined that a piece of the wall they built was at the intersection, within the public right away. When brought to their attention, Mr. Miller stated that the wall could be torn down and to build another wall on their property, but they are requesting an Encroachment Agreement. The discussion continued.

In response to Mayor Mohammad's questioning, an exact square footage could not be given, therefore, Mayor Mohammad requested to Mr. Miller to obtain the market value of encroaching along with an evaluation. The discussion continued.

26. DISCUSSION: Sign Code Analysis – Consultant Town Planner Miller

Mr. Miller provided a follow up regarding the Sign Code regarding gas stations. Mr. Miller stated that in his opinion, the current sign ordinance needs an overall update. The discussion continued.

Mr. Miller also referenced to strip lighting at gas stations. Mr. Miller stated that the Town of Pembroke Park does not allow strip lighting around canopies or an outline in a window. Colors are acceptable. The discussion continued.

Vice Mayor Clark suggested that the Commission would like to see lightbulbs and the direction was to create the ordinance to allow similar lighting as Miramar or Hallandale. The discussion continued.

27. DISCUSSION: Koinonia Worship Center Expansion Project – Consultant Town planner Miller

Mr. Miller gave a history on the Koinonia Worship Center which is the old complex on Hallandale Beach Blvd.. About two (2) years ago, to expand their facility, they purchased the vacant lot south behind Swifties laundromat on 48th Avenue.

Due to the eighty (80) foot dedicated right away on 48th Ave., Koininia Worship do not want to dedicate the eighty (80) right away and are requesting a waiver from the local government or for us to petition to change the traffic ways plan. Public Works Director Todd Larson stated that the request is being opposed because it prevents the side walk to being the standard width across, currently the side walk is narrow and has power pull, isn't ADA compliant. The discussion continued.

28. DISCUSSION: Surplus and Salvage Equipment – Deputy Town Clerk Joseph

Administrative Services Director Natasha Joseph stated that there are computers and equipment to have salvaged from 2002 to current; these items are of no value to the Town and need to be disposed of. The hard drives have already been taken out therefore they can be taken to Bark or disposed of. Ms. Joseph is seeking approval from the Town to have this computers removed from the premises.

In response to Vice Mayor Clark, Attorney Ryan stated that the Amendment to the procurement code provides a section that approves getting rid of surplus items as long as the Commission approves the list, which will be brought to next week's agenda, it's acceptable.

Public Works Director Todd Larson wanted to address the Commissioners regarding Moil Station. He stated that, this discussion was pulled from the Agenda, due to the fact that their attorney could not attend; therefore they wanted to have the Moil Signage brought back up at the regular meeting. Mr. Larson stated that he recommend approval in accordance with plan review because this is the same plans that were approved with the last Moil Station.

29. DISCUSSION: Florida Department of Transportation Revised Fiscal year 2019-2020 Work Order for Street Lighting and maintenance – Public Service Director Larson

Attorney Ryan stated that this needs to be brought by resolution.

30. DISCUSSION: Recognition for Streets, Roads, and Parks for Assisting in the Argo-Eco Garden – Vice Mayor Clark/ Public Service Director Larson

(Inaudible) Vice Mayor Clark is requesting certificates for their outstanding work at the garden.

31. DISCUSSION: Execution of the CDBG 45th Year (Preserve Park ADA Prefab Restroom Building) – Public Services Director Larson

Mr. Larson stated that we've been awarded for funding for the rest room on the east side of the park. In response to questioning by Mayor Mohammad, Mr. Larson stated that he will get pricing. (inaudible) The discussion continued.

32. DISCUSSION: Recommendation for Added Units- ITB 19-03 CDBG 44thYear Preserve Tot lot Playground- Public Services Director Larson

Mr. Larson took proposal from the different pieces of equipment the Commission preferred, and checked with them as to what could be added. Mr. Larson stated that due to the limited space and issues with fall heights, they recommended adding additional crawl through tunnels to the project which revised the total. The discussion continued.

In response to being questioned by Attorney Ryan, Mr. Larson stated that these changes were approved.

33. DISCUSSION: Execution of First Amendment to 44th Year CDBG Agreement Preserve Tot lot Playground- Attorney Ryan/ Public Services Director Larson

Mr. Larson stated that a three (3) month extension was given to ensure this project is completed within the allotted time frame.

COMMISSIONERS COMMENTS:

Commissioner Cohen welcomed to The Town the newly appointed Town and Assistant Town Manager. She also reiterated to keep the linear walkway cleaned.

Vice Mayor Clark stated that he would like Mr. Larson to join him to his trip to the Food Garden in Atlanta, GA. Attorney Ryan stated to add this item to the Agenda so the Commissioners can an informed decision on Mr. Larson going to Atlanta, GA. The discussion continued.

Mayor Mohammad stated that there were two (2) Proclamations request for a seventy (70th) and One Hundred (100th) Birthday. Mayor Mohamad asked if there was any way a proclamation can be held without bringing to the Commission. In response to questioning by Mayor Mohammad, Attorney Ryan stated that it should be put on the Consent Agenda, so there is an Official Act of Commission. The discussion continued.

TOWN MANAGER/ PERSONNEL COMMENTS:

In response to questioning by Administrative Services Director, Natasha Joseph, Attorney Ryan stated that two (2) additional I Pads can be purchased under the Agreement as long as the terms are the same.

In response to questioning by Vice Mayor Clark, Town Manager Salters stated that the RFP for a Town Attorney was put on hold because complete analysis needs to be rewritten to avoid any conflict of interest. The discussion continued.

PUBLIC COMMENTS:

None.

Since there was no further business, ***** made a motion to adjourn the meeting. The motion was carried unanimously by voice vote and the meeting was adjourned at 10:43 P.M.

Howard P. Clark Sr. Linear Walkway

10/31/2019

Commissioner Georgina Cohen





