



Town of Pembroke Park

Agenda

SPECIAL COMMISSION MEETING

Monday, May 4, 2020 @ 6:00 PM

Virtual Meeting

Page

1. VIRTUAL MEETING INSTRUCTION

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, May 4, 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): 1 877 309 2073

United States: +1 (312) 757-3129

Access Code: 245-251-317

During the meeting you can submit a text or leave a message 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 two hours prior to the meeting by email to the Interim Deputy Clerk at townclerk@townofpembrokepark.com.

All comments submitted by email that, if read orally, are limited to three minutes or less and 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. FINANCE DEPARTMENT
 - 7.a. Bills over \$500 - Assistant Finance Director Taubenfeld 6
[Bills \\$500 May 4th, 2020](#)
8. ADOPTION OF MINUTES
 - 8.a. Minutes - Interim Deputy Clerk Martell 7 - 14
April 8, 2020 Workshop Meeting
April 16, 2020 Executive Meeting

[04 16 2020 Executive Virtual Meeting](#)
[04 08 2020 MINUTES Workshop 3](#)
9. POLICY AND PROCEDURES DISCUSSION
 - 9.a. Personnel Manual - Mayor/Commissioners and HR Director Menegazzo 15 - 68
[PersonnelPoliciesManual Redline DRAFT](#)
10. REPORTS OF COMMITTEES AND CITY STAFF
NONE
11. ORDINANCES
 - 11.a. Floodplain Ordinance - Interim Building Official Nunez, Town Attorney Ryan 69 - 81
ORDINANCE NO. 2020-004
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATING TO CHAPTER 10, FLOOD PREVENTION AND PROTECTION; AMENDING SECTION 10-75, DEFINITIONS AND SCOPE; AMENDING SECTION 10-81, SPECIFIC METHODS OF CONSTRUCTION AND REQUIREMENTS; AMENDING SECTION 10-99, GENERAL ELEVATION REQUIREMENT; AMENDING SECTION 10-100, ELEVATION REQUIREMENT FOR EXISTING MANUFACTURED HOME PARKS AND SUBDIVISIONS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-004 Floodplain Revision](#)
12. RESOLUTIONS
 - 12.a. Technology System - IT Director Pakula, Town Attorney Ryan 82 - 87

RESOLUTION NO. 2020-049
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH INSIGHT PUBLIC SECTOR, INC; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID

AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 2020-050

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH FLAGLER TECHNOLOGIES, LLC FOR MICROSOFT OFFICE 365 EXCHANGE ONLINE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 2020-051

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH FLAGLER TECHNOLOGIES, LLC; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

[2020-049 Insight Security System](#)

[2020-050 Flagler 365 annual fees](#)

[2020-051 Flagler 365 license and implementation](#)

- 12.b. Engineering Contract - Keith and Associates - Vice Mayor Clark, Town Attorney Ryan

88 - 91

RESOLUTION NO. 2020-052

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE FIRST AMENDMENT TO AGREEMENT WITH KEITH & ASSOCIATES, INC.; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID FIRST AMENDMENT FOR AND ON BEHALF OF TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

[2020-052 RESO Keith and Asso Contract EXTENSION](#)

[2020-052 Contract Keith and Asso](#)

- 12.c. Copier Contract - Assistant Finance Director Taubenfeld

92 - 99

RESOLUTION NO. 2020-053

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH DELTA BUSINESS SOLUTIONS TO PURCHASE PHOTOCOPIERS AND MAINTENANCE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-053 Delta Business Copier](#)

[Copier Purchase Customer Agreement](#)

[Copier purchase terms](#)

[Copiers Maintenance Agreements](#)

[Copier Maintenance terms](#)

[Copier invoice](#)

- 12.d. Motor Vehicle Transfer - Clerk Commission Jacobs, Town Attorney Ryan 100 - 101

RESOLUTION NO. 2020-054

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING INTERDEPARTMENTAL TRANSFER OF A MOTOR VEHICLE; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-054 Vehicle Transfer](#)

13. DISCUSSION/MOTION

- 13.a. Professional Engineering Services Renewal - CCNA - Vice Mayor Clark, Town Attorney Ryan 102 - 114

Drainage and Roadway Proposal

Grant Projects

Sanitary Sewer

[Keith and Associate Proposal](#)

- 13.b. Letter to JAG-C - Mayor Mohammed, Town Attorney Ryan 115

[JAG letter 04 30 2020](#)

- 13.c. Possible Selection of Town Manager - HR Director Menegazzo

- 13.d. Public Works Director Position - Town Attorney Ryan 116 - 117

RESOLUTION NO. 2020-055

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, TERMINATING THE EMPLOYMENT OF PUBLIC SERVICES DIRECTOR TODD LARSON; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 2020-056

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ACCEPTING THE RESIGNATION OF PUBLIC SERVICES DIRECTOR TODD LARSON; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

[2020-055 Larson Termination](#)

[2020-056 Larson Resignation](#)

14. ASSISTANT TOWN MANAGER COMMENTS

15. ATTORNEY COMMENTS

16. DEPUTY CLERK COMMENTS

- 16.a. Future meeting discussion 118
2020 Calendar

[Calendar](#)

17. COMMISSIONER COMMENTS

18. ANNOUNCEMENTS

19. 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
Bills over \$500
May 4, 2020 Monday

PAYMENTS				
Invoice#	Vendor	Service/Product	Dept.	Amount
OnTownCreditCard	Amazon	(2) Weather Resistant Wall Mounted Enclosed Bulletin Boards for Town Hall (Paid on Town Credit Card)	NonDept	\$ 795.97
211000	Brinkley Morgan	Matters Regarding the Progressive Waste Litigation Through March 31, 2020	Legal	\$ 5,551.70
2020-0786.3.exp	CAS Governmental Services LLC	2020-2021 Legislative Session on March 1st-6th, 2020 and March 8th-15th, 2020	Legislative	\$ 1,801.48
04222020FMIT#0469	Florida Municipal Trust	B-2 General Liability/ Storage Tank Liability June 14, 2020 Thru June 13, 2021	Sewer/Storm	\$ 865.00
4390	Hollywood Janitorial Supply	100 ct. Face Masks (Covid-19)	NonDept	\$ 540.75
17-8038	Kelly's Janitorial Services	Deep Cleaning At Town Hall (Covid-19)	NonDept	\$ 800.00
2148	Network Techs	To Create A Webpage for Information Regarding Covid-19/ Maintain Declaration Information So That It Is Current	NonDept	\$ 948.75
2151	Network Techs	Setup Staff, Commissioner and Vendors for GoToMeeting Software/ Setup GoToMeeting to Live Stream Commission Meetings/ Setup Staff to Use Payclock (Covid-19)	NonDept	\$ 2,000.00
1154319935	Occupational Health Centers of the Southwest/ Concentra	Hepatitis B and TDaP Vaccines for Employees Training in the Stormwater Dept.	Stormwater	\$ 733.00
03312020Playmore	Playmore West Inc.	44th Year CDBG Tot Lot Playground/ Work Completed	Parks	\$ 61,720.00
	Sachs Sax & Caplan	Professional Services in Regards to the BSO Litigation #13965-00003 (Billed Through March 1st-March 31st, 2020)	Legal	\$ 1,875.10
OnTownCreditCard	Splashtop	(12) One Year Subscriptions for Staff to Work Remotely from Home Due to Coronavirus (Paid on Town Credit Card)	NonDept	\$ 653.40
3444713626	Staples	HP 641A Cyan, Magenta and Yellow Toner for Clerks Office	Admin	\$ 1,100.36
M189182	Waste Management Recycle America	Net Balance Due for Recycling for March 2020	NonDept	\$ 766.04
Total:				\$73,803.88

Purchase Orders				
305419	Jan-Pro of South Florida	Sanitizing of Town Hall and Preserve Park Building/ Covid-19 Pandemic (EMERGENCY)	NonDept	\$ 1,823.16
305420	Grant Printing	Vendor Labels, Alarm Registration Labels, Void Paper, Etc. For Business Tax (Not To Exceed)	Admin	\$ 1,500.00
305421	Kelly's Janitorial Services	Strip and Wax Vinyl Flooring at Town Hall on Floors 1, 2 and 3	NonDept	\$ 1,388.00
305423	MWI Corporation	Control Panel with Harness for Pump at Bamboo Mobile Home Park (EMERGENCY)	Stormwater	\$ 1,978.00
305424	Auto Repair Center of Hollywood	New Radiator, Thermostat, Drive Tensioner with Belt and Idler Pulley for Truck #22 (EMERGENCY)	Roads	\$ 746.54
Total:				\$7,435.70

Grand Total:	\$81,239.58
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TOWN OF PEMBROKE PARK

3152 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 Fax (954)966-5186

VIRTUAL SPECIAL COMMISSION MEETING MINUTES Thursday, April 16th, 2020 at 5:30 PM

Mayor Ashira Mohammed
Vice Mayor Howard Clark
Clerk Commissioner Geoffrey Jacobs
Commissioner Georgina A. Cohen
Commissioner Reynold Dieuville

Assistant Town Manager Newall Daughtrey
Town Attorney Chris Ryan
Interim Deputy Clerk Marlen D Martell

INSTRUCTIONS TO ATTEND VIRTUAL SPECIAL COMMISSION MEETING

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).

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): 1 877 568 4106

United States: +1 (571) 317-3129

Access Code: 404-335-877

During the meeting you can submit a text 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.

1

ROLL CALL OF THE CITY OFFICIALS AND STAFF:

The meeting was called to order at 5:42 pm by Mayor Ashira Mohammed. Present at the meeting were Mayor Ashira Mohammed; Vice Mayor Howard P. Clark; Clerk Commissioner Jacobs; Commissioner Georgina A. Cohen and Commissioner Reynold Dieuveille. Staff in attendance: Christopher Ryan, Town Attorney; Newall Daughtrey, Assistant Town Manager and Marlen D. Martell, Interim Deputy Clerk; Emily Scott, Court Reporter.

CALL TO ORDER by Mayor Mohammed at 5:42 pm.

PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA:

None

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

No Public Comments

EXECUTIVE SESSION PRESENTATION

This portion of the meeting is closed to the public. The purpose of this meeting is for the Town Commission to discuss a proposed Security System Plan.

**TOWN OF PEMBROKE PARK
NOTICE OF CLOSED-DOOR SESSION**

Under the provisions of section 286.0113, Florida Statutes relating to security of public buildings, security systems and records; records and all meetings relating directly to or that would reveal such systems or information are confidential and exempt from sections 119.07(1) and 286.011, Florida Statutes and other laws and rules requiring public access or disclosure. The meeting will be attended by: Mayor Ashira Mohammed, Vice Mayor Howard P. Clark, Clerk Commissioner Geoffrey Jacobs, Commissioner Georgina A. Cohen, Commissioner Dieuveille, Assistant Town Manager Newall Daughtrey, Town Attorney Christopher Ryan, Interim Deputy Clerk Marlen D. Martell and Information Technology Director Mark Pakula.

The virtual special meeting of the Town Commission will be recessed for closed door session. At the conclusion of the closed door session, the virtual special meeting of the Town Commission will be reconvened.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Town Commission of the Town of Pembroke Park is a true and correct copy of said Notice and that I posted said Notice on the bulletin boards in Town Hall, a place convenient and readily accessible to the general public, and said Notice was posted on the Town website on April 13, 2020.

Marlen D. Martell, Interim Deputy Clerk

Presentation regarding Security System - Information Technology Director Pakula

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

No public comment

ADJOURNMENT

With no further items for discussion, meeting adjourned at 5:57 pm. Clerk Commissioner Jacobs motioned for adjournment, seconded by Commissioner Dieuveille. **MOTION PASSED 5-0.**

Commission approved on: _____

ATTEST:

(SEAL)

Ashira Mohammed, Mayor

Marlen Martell, Interim Deputy Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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 (td)

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
Workshop Commission Meeting
Commission Chambers
3152 SW 52 Avenue
Pembroke Park, FL 33023
Wednesday, April 8, 2020
7:00 PM

Mayor Ashira Mohammed
Vice Mayor Howard Clark
Clerk Commissioner Geoffrey Jacobs
Commissioner Georgina A. Cohen
Commissioner Reynold Dieuville

Assistant Town Manager Newall Daughtrey
Town Attorney Chris Ryan
Public Services Director Todd Larson
Interim Deputy Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

INSTRUCTIONS TO ATTEND VIRTUAL SPECIAL COMMISSION MEETING

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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](tel:18668994679)

United States: [+1 \(224\) 501-3316](tel:+12245013316)

Access Code: 407-300-861

During the meeting you can submit a text at (954) 275-7467

1

Town of Pembroke Park
Workshop Commission Meeting
April 8,, 2020

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.

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 7:39 pm by Vice Mayor Clark. Present at the meeting were Vice Mayor Clark; Mayor Ashira Mohammed; Clerk Commissioner Jacobs; Commissioner Cohen and Commissioner Reynold Dieuville.

Additional staff in attendance were: Town Assistant Manager Newall Daughtrey, Town Attorney Christopher Ryan; Interim Town Clerk Marlen D. Martell; Administrative Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Commissioners Joy Brown; IT Director Mark Pakula; Public Service Director Todd Larson; Interim Building Official Miguel Nunez; Building Manager Lucie Manzerolle, Administrative Assistant to the Town Manager Dierdre Davis;

CALL TO ORDER by Vice Mayor Clark at 7:39 pm.

PLEDGE OF ALLEGIANCE: led by Vice Mayor and Commissioners.

PRESENTATIONS- PROCLAMATIONS

REPORTS OF COMMITTEES AND CITY STAFF:

Lobbyist Report Update - Vice Mayor Clark

Broward Sheriff's Office - Captain Coker Report was submitted

Fire Department - Chief Kane - NONE

Crisis Communication - Brian Andrews Crisis Communication Consultant – INTRODUCED himself to the Commissioners, Formal direction to be given next week for one on one with Mr. Andrews.

Town of Pembroke Park Website Page - Mark Pakula, IT Director PLACE ON CONSENT AGENDA with recommendations from Commission Dieuville and Vice Mayor Clark.

Building Department - Miguel Nunez, Interim Building Official – Monthly report submitted

Business Tax Receipt and Billing Update - Michelle Grooms, BTR/Billing Administrator
Waiver Request - V & L Debt Relief and Services, Inc. – PLACE ON CONSENT

Waiver Request - Point of Grace – PLACE ON CONSENT

2

Code Enforcement - Jeffrey Louis, Code Enforcement Officer – Report submitted

Finance Department - Harry Taubenfeld, Assistant Finance Director Finance REVISED Bills \$500 April 8th Meeting ALREADY WAS APPROVED AT THE SPECIAL MEETING AT 6:00 PM ON APRIL 8TH

Public Services Division - Todd Larson, Public Services Director
Golf Cart Price Increase CONSENT NOT TO EXCEED \$4,500.00
PS software system ITEM TABLED

Clerk commissioner Jacobs asked Mr. Larson about the letter he was asked to provide and policies/procedures. Mr. Larson stated that he did not have the information.

ORDINANCES:

Chris Ryan, Town Attorney - Attorney Ryan stated that Ordinances will be scheduled when meetings return back to normal

DISCUSSION:

Smoke Free Town - Mayor Mohammed FORWARD TO NEXT MEETING

Personnel Policy and Procedures - Mayor Mohammed FORWARD TO NEXT MEETING

Proclamation Protocol - Mayor Mohammed FORWARD TO NEXT

Public Private Partnership (P3) - Mayor Mohammed TABLED FOR A FUTURE MEETING

Agreement with FDOT for diversion of flood water from Hollywood pump station to C-9 - Vice Mayor Clark DIRECTIVE for Town Attorney to produce document

Canopy extension at Food Garden - Vice Mayor Clark DIRECTIVE Mr. Larson to get quote

Annual Service Contract Review - Vice Mayor Clark FORWARD TO NEXT MEETING

Asphalt Seal Coating of parking lot at Ryan Park and Town Hall - Vice Mayor Clark
DIRECTIVE place on budget for next year

Agenda Item Updates - Vice Mayor Clark

Mr. Larson to provide updated grants list for the next meeting

1. Lobbyist Reports /Annexation, etc...
2. MPO/FDOT/FEMA HMGP grants
3. Agro-Eco Gardens & Centers

Town Attorney explained the CCNA process regarding the Mayors concern to move forward with Sewer System resolution.

Discussion Professional Services for Police Department - Clerk Commissioner Jacobs
FORWARD TO NEXT MEETING

Discussion Gray car registration - Clerk Commissioner Jacobs
DIRECTIVE Town Attorney to work with Clerk Commissioner

Update Public Services Director Flooding Back-up - Commissioner Cohen/ Attorney Ryan
FORWARD TO NEXT MEETING

Parks and Recreation Department - Park Supervisor McKine FORWARD TO NEXT MEETING

Public Information - Financial resource Information for residents

ADJOURNMENT:

With no further items for discuss, meeting adjourned at 12:05pm. Mayor Mohammed motioned for adjournment, seconded by Clerk Commissioner Jacobs, MOTION PASSED 5-0.

NEXT WORKSHOP TOWN COMMISSION MEETING is scheduled for Thursday April 22, 2020.

Commission approved on: _____

ATTEST:

(SEAL)

Ashira Mohammed, Mayor

Marlen D. Martell, Interim Deputy Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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

4

Town of Pembroke Park
Workshop Commission Meeting
April 8,, 2020

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.



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

TABLE OF CONTENTS

INTRODUCTION	1
Purpose	1
Scope.....	1
Severability.....	1
Distribution and Revisions	2
Disclaimer.....	2
General Employment Policies	3
Equal Employment Opportunity (EEO).....	3
Title VII of the Civil Rights Act of 1964	3
The Pregnancy Discrimination Act.....	3
The Equal Pay Act of 1963 (EPA)	3
The Age Discrimination in Employment Act of 1967 (ADEA)	3
Title I of the Americans with Disabilities Act of 1990 (ADA)	4
Sections 102 and 103 of the Civil Rights Act of 1991	4
Sections 501 and 505 of the Rehabilitation Act of 1973	4
The Genetic Information Nondiscrimination Act of 2008 (GINA).....	4
Harassment and Discrimination	4
Employer Liability for Harassment	5
Sexual Harassment.....	6
Drugs and Alcohol Policy.....	7
Fair Labor Standards Act (FLSA)	8
Veterans' Preference	8
Medical Examinations	8
Workplace Violence	8
Safety and Right to Know	9
TERMS OF EMPLOYMENT.....	10
Personnel Files	10
Hiring of New Employees.....	10
Hiring of Former Employees	10
Nepotism/Employment of Relatives	11
Employment Status	11
Probationary Employee.....	11
Full-time employees.....	12
Part-time employees.....	12
Seasonal or temporary employees.....	12
Exempt or Non-Exempt	12
Changes in Employment Status.....	12
Transfers.....	12
Promotions:.....	12
Demotions:	12
Temporary Re-Assignments:	13
Work Hours	13



Personnel Manual

Time Clocks.....	13
On Call , Stand by Status & Call in/Call Back.....	13
Call Back	14
Standby/On Call.....	14
Meal Breaks and Rest Periods	14
Adverse Weather Conditions	15
Work Cancellation	15
Town-Sponsored Events.....	15
Classification and Compensation	15
Classification Plan.....	15
Wages.....	16
Pay Periods and Direct Deposit	18
Payment for Accumulated Leave	18
Travel Reimbursement and Advances.....	18
Professional & Service Memberships.....	19
Educational Assistance and Training Policy.....	19
Conference and Seminar Policy.....	19
Benefits	19
Continuation of Benefits (Cobra)	20
Unemployment Compensation	20
Workers Compensation Policy:	20
Social Security	20
Paid and Unpaid Leave.....	20
Holidays.....	21
Vacation/Annual Leave	21
Sick Leave	22
Jury Duty.....	25
Bereavement/Funeral Leave	25
Family and Medical Leave	26
Military Leave.....	28
Unpaid leave/Leave Without Pay	28
Separation from Employment.....	29
Voluntary Termination	29
Discharge/Involuntary Termination	29
Layoff and Recall	30
Impact on Benefits	30
Exit Interview.....	30
Return of Property	30
Disciplinary Action.....	30
Causes for Demotion, Suspension or Dismissal.....	31
Employee Procedural Rights	32
Involuntary Termination and Procedural Rights	32
Right of appeal	33
Grievance Procedures	33



Personnel Manual

WORK RULES AND CODE OF CONDUCT	34
Code of Ethics.....	35
Florida Code of ethics for Public Officers and Employees.....	35
Pembroke Park Employee Code of Ethics.....	35
Freedom of Information Act and Public Records Act.....	38
Public Records.....	39
Personal Conduct	39
Outside Employment Guidelines.....	39
Political Activity and Voting Time.....	40
Political Activity and General Solicitation	41
Customer Service	41
Public Statement/Press Calls.....	42
The Work Place and Town Resources	42
Appearance	42
Use of Town Resources	42
Employee Identification	43
Key Dispersal	43
Uniforms and Safety Attire.....	44
Personal Articles in the Workplace & Search of Property.....	44
Personal Workspace & Displays	44
Smoke-Free Workplace and Smokeless Tobacco Use	44
Care of Equipment	45
Vehicle Usage	45
Credit Cards.....	45
Use of Communication Systems.....	46
Computer, Internet and E-Mail Policy.....	46
General Computer Policies.....	46
Internet Use	46
E-mail Use.....	47
Website	47
DEFINITION OF TERMS	48



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.



Personnel Policy Manual

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)–e~~Enduring the offensive conduct becomes a condition of continued employment, or



Personnel Policy Manual

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



Personnel Policy Manual

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



Personnel Policy Manual

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



Personnel Policy Manual

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



Personnel Policy Manual

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.



Personnel Policy Manual

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



Personnel Policy Manual

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~~ ~~aw~~ ~~ill~~ ~~ing~~ 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.



Personnel Policy Manual

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



Personnel Policy Manual

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



Personnel Policy Manual

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.



Personnel Policy Manual

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



Personnel Policy Manual

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



Personnel Policy Manual

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



Personnel Policy Manual

- 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



Personnel Policy Manual

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



Personnel Policy Manual

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.



Personnel Policy Manual

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



Personnel Policy Manual

Number of Months of Continuous Employment	Hours Accrued Each Week		Number of Hours Per Year	Nothing
0 to 48	1.539	1.538	80.00	Nothing
48 to 120	2.308	2.307	120.00	Nothing
120 or more	3.077	Nothing	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 ~~b~~he 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 ~~h~~be denied when department operations ~~are~~ hindered due to staff scheduling, workload assignments or a legitimate emergency exists.

Upon reasonable notice to the employee a department head may require an employee to use annual leave.

Accumulation of Annual Leave Credits

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



Personnel Policy Manual

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



Personnel Policy Manual

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



Personnel Policy Manual

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.



Personnel Policy Manual

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.



Personnel Policy Manual

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



Personnel Policy Manual

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.



Personnel Policy Manual

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



Personnel Policy Manual

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.



Personnel Policy Manual

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;



Personnel Policy Manual

- 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



Personnel Policy Manual

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



Personnel Policy Manual

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,



Personnel Policy Manual

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



Personnel Policy Manual

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



Personnel Policy Manual

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



Personnel Policy Manual

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.

ORDINANCE NO. 2020-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATING TO CHAPTER 10, FLOOD PREVENTION AND PROTECTION; AMENDING SECTION 10-75, DEFINITIONS AND SCOPE; AMENDING SECTION 10-81, SPECIFIC METHODS OF CONSTRUCTION AND REQUIREMENTS; AMENDING SECTION 10-99, GENERAL ELEVATION REQUIREMENT; AMENDING SECTION 10-100, ELEVATION REQUIREMENT FOR EXISTING MANUFACTURED HOME PARKS AND SUBDIVISIONS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park was accepted for participation in the National Flood Insurance Program on May 1, 1979, and the Town currently meets the requirements of Title 44, Code of Federal Regulations, Sections 59 and 60, necessary for participation in the National Flood Insurance Program; and

WHEREAS, the Town staff recommends that the Town amend the current Code of Ordinances to clarify and establish the minimum elevation requirements related to mobile homes in compliance with the National Flood Insurance Program Community Rating System; and

WHEREAS, the Town Commission has conducted the public hearings required by Section 166.041, Florida Statutes, to allow interested persons an opportunity to comment on the proposed amendments to the Flood Prevention and Protection Ordinance; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to amend the Flood Prevention and Protection Ordinance as set forth herein.

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

Section 1: That the foregoing recitals are incorporated herein by reference and made a part hereof.

Section 2: That Section 10-75, of the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 10-75. Definitions and Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes

of this ordinance, have the meanings shown in this section:

- A.** Alteration of a watercourse – A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.
- B.** Appeal – A request for a review of the Floodplain Administrator’s interpretation of any provision of this ordinance or a request for a variance.
- C.** ASCE 24 – A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.
- D.** Base flood – A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the “1-percent-annual chance flood.”
- E.** Base flood elevation – The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]
- ~~Crown of Road – The elevation of the highest surface of existing street pavement within the right-of-way abutting the property relative to the National Geodetic Vertical Datum (NGVD) or North America Vertical Datum (NAVD) or otherwise approved by the Town Public Works Director.~~
- F.** Basement – The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]
- G.** Critical facility - A facility for which even a slight chance of flooding, inundation, or impact from a hazard event might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire, city halls and emergency response installations, and installations that produce, use, or store hazardous materials or hazardous waste.

H. Crown of Road - The elevation of the highest surface of existing street pavement within the right-of-way abutting the property relative to the National Geodetic Vertical Datum (NGVD) or North America Vertical Datum (NAVD) or otherwise approved by the Town Public Works Director.

I. Design flood – The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

(a) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(b) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

J. Design flood elevation – The elevation of the “design flood,” including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 1612.2.]

K. Development - Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

L. Encroachment – The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

M. Existing building and existing structure – Any buildings and structures for which the “start of construction” commenced before May 1, 1979. [Also defined in FBC, B, Section 1612.2.]

N. Existing manufactured home park or subdivision – A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured

homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before May 1, 1979.

- Q.** Expansion to an existing manufactured home park or subdivision – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- P.** Federal Emergency Management Agency (FEMA) – The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.
- Q.** Flood or flooding – A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]
- (a) The overflow of inland or tidal waters.
 - (b) The unusual and rapid accumulation or runoff of surface waters from any source.
- R.** Flood damage-resistant materials – Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]
- Flood hazard area – The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]
- (a) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
 - (b) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.
- S.** Flood Insurance Rate Map (FIRM) – The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]
- T.** Flood Insurance Study (FIS) – The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and

Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

- U. Floodplain Administrator – The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).
- V. Floodplain development permit or approval – An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.
- W. Floodway – The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 1612.2.]
- X. Floodway encroachment analysis – An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.
- Y. Florida Building Code – The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.
- Z. Functionally dependent use – A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.
- AA. Highest adjacent grade – The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.
- BB. Historic structure – Any structure that is determined eligible for the exception to the flood

hazard area requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings.

CC. Letter of Map Change (LOMC) – An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

DD. (a) Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

EE. (b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

FE. (c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

GG. (d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

HH. Light-duty truck – As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
 - (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
 - (c) Available with special features enabling off-street or off-highway operation and use.
- II.** Lowest floor – The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]
- JJ.** Manufactured home – A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]
- KK.** Manufactured home park or subdivision – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- LL.** Market value – The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.
- MM.** New construction – For the purposes of administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after May 1, 1979 and includes any subsequent

improvements to such structures.

NN. New manufactured home park or subdivision – A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 1, 1979.

OO. Park trailer – A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in Section 320.01, Florida Statutes]

PP. Recreational vehicle – A vehicle, including a park trailer, which is: [see in Section 320.01, Florida Statutes]

- (a) Built on a single chassis;
- (b) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

QQ. Special flood hazard area – An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in ~~FBC~~ **1.13C**, B Section 1612.2.]

RR. Start of construction - The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

SS. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

TT. Substantial damage – Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

UU. Substantial improvement – Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

- (a) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (b) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

VV. Variance – A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ordinance or the Florida Building Code.

WW. Watercourse – A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.”

Section 3: That Section 10-81, of the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 10-81. Specific methods of construction and requirements.

XX. Pursuant to Broward County Administrative Provisions for the Florida Building Code, the following specific methods of construction, requirements, and limitations apply to enclosed areas below elevated buildings in special flood hazard areas:

- (a) Access shall be the minimum necessary to allow for only parking of vehicles (garage door), limited storage of maintenance equipment in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator).
- (b) The interior portion shall not be temperature controlled, partitioned, or finished into separate rooms.

YY. *Buildings and structures* located, in whole or in part, in a flood hazard area:

- (a) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building Section 3109 and Section 1612* or *Florida Building Code, Residential Section R322*.
- (b) Minor structures and non-habitable major structures ~~as defined in section 161.54, F.S.~~, shall be designed and constructed to comply with the intent and applicable provisions of the Floodplain Regulations and ASCE 24.
- (c) *Specific methods of construction and requirements.* Pursuant to Broward County Administrative Provisions for the *Florida Building Code*, the following specific methods of construction and requirements apply in all areas of the city:

ZZ. Minimum elevation (regardless of the area).

- (a) Residential buildings. New construction and substantial improvement of residential buildings shall have the lowest floor, including basement, elevated to or above the base flood elevation, plus one foot or at least 18 inches above the highest point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.
- (b) Nonresidential buildings. New construction and substantial improvement of nonresidential buildings shall have the lowest floor, including basement, elevated or dry flood-proofed to or above the elevation required in the *Florida Building Code, Building* or at least six inches above the highest point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.
- (c) Critical facilities buildings. New construction and substantial improvement of critical facilities buildings shall have the lowest floor, including basement, elevated or dry flood-proofed to or above the base flood elevation plus two feet, or the 500-year flood elevation, or at least 24 inches above the highest point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.

Section 4: That Section 10-99, of the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 10-99. General elevation requirement.

Unless subject to the requirements of Section 10-100 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or the bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 20 inches in height above grade, whichever is greater.” Or as per section 10-100.

Section 5: That Section 10-100, of the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 10-100. Elevation requirement for certain new or existing manufactured home parks and subdivisions.

Manufactured homes that are not subject to Section 10-99 of this ordinance, including

manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

(a) Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322.2-(Zone A) (all SFHA); ASCE-24; or

(b) ~~Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 20 inches in height above grade.~~

(c) ~~(b) In Flood hazard Areas (B, C and X) the bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 20 inches in height above grade.”~~ In flood hazard areas not defined in section 10-75 (QQ), the bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 20 inches in height above grade.

Section 6: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 8: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 9: That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading the ____ day of March, 2020.

PASSED AND ADOPTED on Second Reading the __ day of _____, 2020.

Town of Pembroke Park
Ordinance No. _____

ASHIRA A. MOHAMMED
Mayor-Commissioner

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

VOTE

ASHIRA MOHAMMED

HOWARD P. CLARK, JR.

GEORGINA COHEN

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

L:\Town of Pembroke Park\Ordinances\FY 2019 - 2020\19-12\Flood\Ordinance No. ____ FN 23165E.docx

RESOLUTION NO. 2020-049

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH INSIGHT PUBLIC SECTOR, INC; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town information technology consultant has informed the Town Commission that it is necessary to upgrade the Town's computer system; and

WHEREAS, the information technology consultant has obtained proposals from three software providers in compliance with the procurement requirements of the Town's Code of Ordinances for the computer system upgrade; and

WHEREAS, the information technology consultant recommends that the Town select Insight Public Sector, Inc. to provide the required computer system upgrade; and

WHEREAS, it is necessary for the parties to enter into a written agreement setting forth the terms and conditions for the computer system upgrade.

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

Section 1: That the Town of Pembroke Park is authorized to make and enter into an Agreement with Insight Public Sector, Inc. for computer system upgrade in the amount of \$19,183.81 for a three year term.

Section 2: That upon approval of the Agreement by the Town staff, the Mayor is hereby authorized and directed to execute and deliver said Agreement for and on behalf of the Town of Pembroke Park.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the

same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of May, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

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RESOLUTION NO. 2020-050

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH FLAGLER TECHNOLOGIES, LLC FOR MICROSOFT OFFICE 365 EXCHANGE ONLINE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town information technology consultant has informed the Town Commission that it is necessary to upgrade the current Town computer server to Microsoft Office 365 Exchange Online to be compatible with Town computer software upgrades and to increase the efficiency of the Town computer system; and

WHEREAS, the information technology consultant has solicited proposals from three different computer service providers in compliance with the procurement requirements of the Town's Code of Ordinances to provide the Microsoft Office 365 Exchange Online computer system; and

WHEREAS, the information technology consultant has reviewed the proposals received by the Town and recommends that the Town repurchase the Microsoft Office 365 Exchange Online from Flagler Technologies, LLC in the amount of \$14,504.44 for a period of one year; and

WHEREAS, it is necessary for the parties to enter into a written agreement setting forth the terms and conditions for the Microsoft Office 365 Exchange Online annual subscription.

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

Section 1: That the Town of Pembroke Park is authorized to make and enter into an

Town of Pembroke Park
Resolution No. 2020-050

Agreement with Flagler Technologies, LLC to provide Microsoft Office 365 Online to the Town for an amount not to exceed \$17,000.00 for the annual subscription.

Section 2: That upon approval of the Agreement by the Town staff, the Mayor is authorized to execute and deliver said Agreement for and on behalf of the Town.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of May, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

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RESOLUTION NO. 2020-051

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH FLAGLER TECHNOLOGIES, LLC; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town information technology consultant has informed the Town Commission that it is necessary to upgrade the current Town computer server to Microsoft Office 365 Exchange Online to be compatible with Town computer software upgrades and to increase the efficiency of the Town computer system; and

WHEREAS, the information technology consultant has solicited proposals from three different computer service providers in compliance with the procurement requirements of the Town's Code of Ordinances to provide infrastructure consulting services to assist with the planning, design, deployment and migration of Town computer users from the current computer system to Microsoft Office 365 Exchange Online; and

WHEREAS, the information technology consultant has reviewed the proposals received by the Town and recommends that the Town retain Flagler Technologies, LLC to provide the services required for the transfer of the Town's computer data from the current server to Microsoft Office 365 Exchange Online; and

WHEREAS, it is necessary for the parties to enter into a written agreement setting forth the terms and conditions for the services to be provided and payment for said services.

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

Section 1: That the Town of Pembroke Park is authorized to make and enter into an

Town of Pembroke Park
Resolution No. 2020-051

Agreement with Flagler Technologies, LLC with the planning, designing, deployment and migration of Town computer users from the current server to Microsoft Office 365 Exchange in an amount not to exceed \$7,000.00.

Section 2: That upon approval of the Agreement by the Town staff, the Mayor is authorized to execute and deliver said Agreement for and on behalf of the Town.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of May, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

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RESOLUTION NO. 2020-052

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE FIRST AMENDMENT TO AGREEMENT WITH KEITH & ASSOCIATES, INC.; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID FIRST AMENDEMENT FOR AND ON BEHALF OF TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town entered into an Agreement ("Agreement") for Civil Engineering Consultant Services with Keith & Associates, Inc. on April 13, 2017 for an initial term of three years; and

WHEREAS, the Agreement provides for renewal of the Agreement for up to two consecutive one-year periods subject to approval by the parties; and

WHEREAS, the Town desires to extend the Agreement for a period of one year and Keith & Associates, Inc. has agreed to the requested extension; and

WHEREAS, the price for services for the additional one year term will remain the same as provided for in the initial Agreement; and

WHEREAS, it is necessary for the parties to enter into an amendment to the Agreement setting forth the extension of the Agreement.

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

Section 1: That the Town is authorized and directed to enter into the First Amendment to the Agreement with Keith & Associates, Inc., said First Amendment being on file with the Town Clerk and by reference made a part hereof.

Section 2: That the Mayor is hereby authorized and directed to execute and deliver said First Amendment for and on behalf of the Town.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect upon its passage and adoption.

PASSED AND ADOPTED this 4th day of May, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

FIRST AMENDMENT TO AGREEMENT DATED APRIL 13, 2017

FIRST PARTY: KEITH & ASSOCIATES, INC.

SECOND PARTY: TOWN OF PEMBROKE PARK

The parties hereby agree to modify the terms and provisions of the aforesaid Agreement (Contract) as follows, to-wit:

1. All the terms and conditions of the Contract not specifically amended by the terms of this Amendment shall remain in full force and effect between the parties. All defined terms used herein shall have the same meaning as set forth in the Contract unless the context herein requires otherwise. In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Contract, this Amendment shall control to the extent of such conflict or ambiguity.

2. The parties agree to extend the term of the Contract for the period of one (1) year from April 14, 2020 through April 13, 2021.

3. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWN CLERK, 954-966-4600, townclerk@townofpembrokepark.com, 3150 SW 52 Avenue, Pembroke Park, FL 33023.

First party agrees to comply with public records laws, specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the

contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. A faxed copy of this Amendment shall have the same force and effect as the original.

5. This Amendment, together with the Contract, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Amendment may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties.

KEITH & ASSOCIATES, INC.

TOWN OF PEMBROKE PARK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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RESOLUTION NO. 2020-053

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH DELTA BUSINESS SOLUTIONS TO PURCHASE PHOTOCOPIERS AND MAINTENANCE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Town staff has determined it is necessary to replace several photocopiers used by Town administrative staff in Town Hall; and

WHEREAS, Town staff has reviewed proposals from various business machine vendors, and recommends that the Town select the proposal submitted by Delta Business Solutions to provide the photocopiers and a Maintenance Agreement for the Town; and

WHEREAS, Delta Business Solutions has an existing contract with the State of Florida Department of Management Services related to photocopiers for government agencies under State Master Agreement Number 140595, and Town may acquire the photocopiers and Maintenance Agreement pursuant to the terms of the State contract as authorized in Section 2-126, Pembroke Park Code of Ordinances; and

WHEREAS, Town staff recommends that the Town purchase the required photocopiers and Maintenance Agreement from Delta Business Solutions pursuant to terms of their contract with the State of Florida Department of Management Services.

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

Section 1: That the Town is authorized to make and enter into an Agreement with Delta Business Solutions for photocopiers and Maintenance Agreement under the same terms

Town of Pembroke Park
Resolution No. 2020-053

and conditions as the agreement between Delta Business Solutions and the State of Florida Department of Management Services, said Agreement being on file with the Town Clerk and by reference made a part hereby.

Section 2: That upon approval of the Agreement by Town staff, the Mayor is authorized and directed to execute said Agreement for and on behalf of the Town.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of May, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

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CUSTOMER AGREEMENT



M/A ☐ Y ☐ N	SALES REP NAME Michael Dempsey	DATE 4/27/2020	E
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ACCOUNT: ☐ NEW ☒ EXISTING		INSTALL DATE	INSTALL METER
BILL TO:	ACCT #	SHIP TO:	ACCT#
COMPANY	Pembroke Park, Town of	COMPANY	
CONTACT	Harry Taubenfeld	CONTACT	SAME
ADDRESS	3150 SW 52nd Ave	ADDRESS	
CITY	Pembroke Park	CITY	
PH	954-966-4600	STATE	FL
ZIP	33023	STATE	ZIP

EQUIPMENT

QTY	PROD CODE	MODEL NO	DESCRIPTION	SERIAL NO	ID#	UNIT PRICE	EXTENDED PRICE
6		1 iR3525i	imageRUNNER ADVANCE C3525i III			\$ 2,636.10	\$ 15,816.60
5		2	Inner Finisher-K1			\$ 577.80	\$ 2,889.00
2		3	Cabinet Type-R			\$ 72.90	\$ 145.80
4		4	Cassette Feeding Unit-AP1			\$ 596.70	\$ 2,386.80
5		5	Super G3 FAX Board-AZ1			\$ 440.10	\$ 2,200.50
		6					
		7					
		8					
		9					
		10					

NASPO/State of Florida contract number: 44000000-NASPO-19-ACS
State master agreement number: 140595

REPLACEMENT X NET ADD X 3	CANCEL M/A YES ☐ NO ☐	☐ LEASE ☐ RENTAL Total No. of Months _____ Monthly Payments of \$_____, plus applicable taxes. Advance payment(s) of first and last ___ N/A ___ months. Total amount of advance \$_____. PAYOFF Amount \$_____ Good Until ____/____/_____ Payable to _____ Account No. _____	SUB TOTAL \$ 23,438.70 DELIVERY N/A TAX N/A FREIGHT N/A TOTAL \$ 23,438.70
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SUPPLIES

QTY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE

TERMS OF CONTRACT: THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER, OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES.	SUB TOTAL	
	TAX	
	FREIGHT	
	TOTAL	

COMMENTS:

ACCEPTANCE: THIS AGREEMENT IS NOT VALID
UNLESS SIGNED BY AUTHORIZED MANAGER OF
COPY CORP INC.

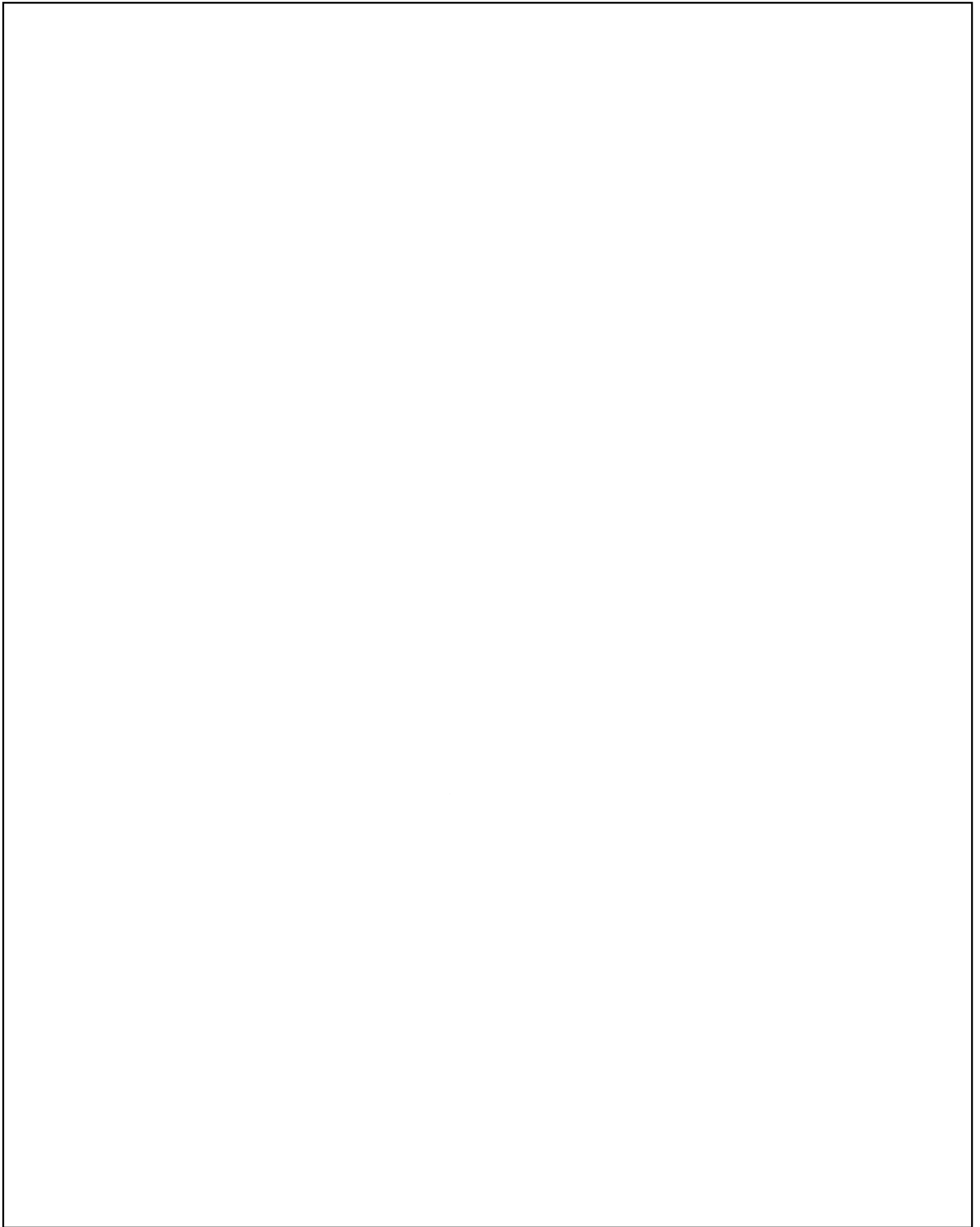
MANAGER APPROVAL

AUTHORIZED CUSTOMER SIGNATURE

PRINTED AUTHORIZED CUSTOMER NAME

DELIVERY ACCEPTANCE SIGNATURE

DATE



TERMS AND CONDITIONS OF TRANSACTION

Customer hereby agrees to the following terms and conditions:

This order shall become binding once approved and accepted by an authorized representative of Delta Business Solutions or Omni Business Solutions at its home office and may not be cancelled or altered after acceptance without Company's consent.

All right, title and interest in the equipment or supplies described on the front page shall remain the property of the Company until paid in full. Any default under this Agreement,

as outlined below, shall result in Company's right to declare the entire sum remaining unpaid to be immediately due and payable. Thereafter, with or without legal process and using such force as may be necessary in accordance with the laws of the State of Florida, the Company may enter upon the premises where such equipment or supplies, or any part thereof, may be located and repossess the same. Thereafter, the Company shall hold such equipment or supplies absolutely free from all claim of the Customer, and retain all payments made by the Customer as reasonable rental of said equipment and for the use, wear and tear thereof, or as much as may be permitted by law. The customer waives, so far as is consistent with public policy, the benefits of any statutes of the state that may conflict with the conditions of this provision, or with any causes of action which may arise hereunder.

The Company shall have a right to declare default under this Agreement if: the Customer fails to pay the agreed net purchase price under the terms and conditions outlined on the front page hereof; a receiver is appointed for the customer or the customer shall make an assignment for the benefit of creditors; a petition in bankruptcy shall be filed by or against the Customer; or the Customer breaches any material aspect of this Agreement

All invoices are due and payable on the date of delivery. Customer agrees to pay interest at the rate of 1 1/2% per month on any amount not paid on the

The Customer shall provide a suitable place of installation suitable for operation of the equipment sold hereunder and shall protect the equipment from electrical fluctuation.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER. THE COMPANY WILL ONLY BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE WHEN CAUSED SOLELY BY THE COMPANY'S NEGLIGENCE.

The Customer shall pay the Company all costs and expenses, including reasonable attorney's fees, the fees of the collection agencies, and other expenses such as telephone and telegraph charges, incurred by the Company in enforcing any of the terms, conditions, or provisions hereof. Florida law shall govern any dispute, and venue shall be in Brevard County.

This is a binding Agreement, and not a transaction on approval or trial basis. The Agreement shall constitute the entire agreement between the Company and any purchaser of equipment hereunder. Customer's leasing or renting equipment from the Company or from a third-party leasing company shall also be bound by the terms of a Lease Agreement or Rental Agreement, which shall be submitted to customer hereafter for his or her signature and the two Agreements shall constitute the entire understanding of the parties and shall be read in pari material. These Agreements supersede all other written or oral communications between the parties. THE COMPANY IS SPECIFICALLY NOT BOUND BY ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY ITS EMPLOYEES OR SALES PERSONS TO THE CUSTOMER WHICH DO NOT APPEAR HERE IN WRITING AND HEREBY DISCLAIMS AND DISAVOWS SAME UNLESS HEREAFTER AGREED TO IN WRITING BY THE COMPANY.

X _____

MAINTENANCE AGREEMENT



M/A ☐ Y ☐ N		SALES REP NAME Michael Dempsey		DATE 4/27/2020		E	
ACCOUNT: ☐ NEW ☒ EXISTING		INSTALL DATE		INSTALL METER			
BILL TO:		ACCT #		SHIP TO:		ACCT#	
COMPANY Pembroke Park, Town of				COMPANY			
CONTACT Harry Taubenfeld				CONTACT Same			
ADDRESS 3150 SW 52nd Ave				ADDRESS			
CITY Pembroke Park				CITY			
PHONE: 954-966-4600		STATE: FL		ZIP: 33023		STATE ZIP	
EQUIPMENT							
QTY	PROD CODE	MODEL NO	DESCRIPTION	SERIAL NO	ID#	PLAN TYPE	BEG METER
6		1) iR3525i	imageRUNNER ADVANCE C3525i III				
5		2	Inner Finisher-K1				
2		3	Cabinet Type-R				
4		4	Cassette Feeding Unit-AP1				
5		5	Super G3 FAX Board-AZ1				
		6					
		7					
		8					
		9					
		10					
REPLACEMENT X		CANCEL M/A					
NET ADD X		YES ☐ NO ☐				CUSTOMER P.O. NO.	

MAINTENANCE AGREEMENT COPIER PLAN TYPES

PLANS	
A	Covers parts, labor, drums black and color toner (excludes paper staples and silicone oil).
B	Covers parts, labor, drums only (excludes paper, toner, staples, starters and silicone oil).
C	Covers parts and labor only (excludes drums, paper, toner)
D	Covers parts and labor for non-copier equipment (excludes supplies)
E	Refer to separate contract for connectivity and software services
F	Excluded, not covered under any service program

COMMENTS

Meters Reconciled Quarterly
Plan "A"

PERFORMANCE GUARANTEES

Equipment Guarantee - The equipment specified above is conditionally warranted by Copy Corp. for as long as the above described company shall own the machine provided that it is covered by a Copy Corp. maintenance agreement support program and the parts for the equipment are available from the manufacturer, the warranty shall cover the plan indicated and is subject to the terms and conditions on the reverse side.

Emergency Response Time Guarantee - We guarantee to respond to an emergency call within 2 to 4 hours (depending on the type of the of the equipment, see back for specifics). This guarantee is applicable during normal business hours.

Replacement Guarantee - If the equipment specified above is covered by Copy Corp's maintenance agreement and becomes unrepairable within 36 months from the date of the agreement, we will replace it with a piece of similar or like equipment at no additional charge.

Loaner Protection Plan - If we are unable to repair your equipment covered under this maintenance agreement within 24 business hours of our arrival, we will provide a loaner for your use at no additional cost.

TERM OF CONTRACT - THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER, OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES.

Billing Terms:

Color

B&W

Equipment Line No.	1	1		I have review Copy Corp. Maintenance Agreement Programs and DO NOT want to participate at this time:
Is covered by plan:	A	A		Customer Signature: _____
at a Base Rate of:	\$226.65	\$97.50	\$	x _____
To be billed (interval):	Monthly	Monthly		AUTHORIZED CUSTOMER SIGNATURE
and includes allowable copies of:	5000	15000		_____
Excess copies at a per copy price of:	0.04533	0.0065	\$	PRINTED AUTHORIZED CUSTOMER NAME

ACCEPTANCE: THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY AN AUTHORIZED MANAGER OF COPY CORP. _____

MANAGER APPROVAL

TERMS AND CONDITIONS OF CONTRACT

By signing the reverse side, Customer and Delta Business Solutions or Omni Business Solutions (the Company) agree to the following terms and conditions:

The Company provides emergency service response time within four hours. Generally, our service response time is two to four hours, but the period from the time you call for emergency service until the time a technician arrives at your office will not exceed four hours during normal business hours (8:00 a.m. to 5 p.m., Monday through Friday, except holidays.)

The Company will replace, without charge, parts, which have been broken or worn through normal use, and are necessary for equipment servicing and maintenance adjustments. New remanufactured or refurbished parts will be used as replacement parts at the Company's sole discretion. All or replaced parts will become the property of the Company. Consumable items including but not limited to drums, platen rollers, print wheels, software, floppy disks, supplies, ribbons, prom's, staples, cartridges, webs, fuser oil, copy paper, waste toner containers, toner and ink, optional color developer units, or panels and covers are excluded. The Company shall provide a temporary replacement for any irreparable copier in the Customer's office.

This agreement shall not apply to repairs made necessary due to defective supplies, accident, abuse, misuse, neglect, operator error, theft, vandalism, unsuitable electrical power lines, substandard paper and supplies (i.e., below the standard offered by the Company), fire, water or other casualty or repairs made necessary by service performed by personnel other than those of the Company. The Company shall not be responsible for equipment performance or parts & circuit boards affected or damaged by defective telephone lines, power failures, surges, or power spikes except for those units connected to a Company approved surge protector. Company will not be responsible for damages caused by acts of god.

Customer will:

I. Provide suitable electrical service, acceptable access to equipment and maintain proper environments.

II. Promptly notify the Company of any malfunction with the equipment and usage until such problem or malfunction is corrected.

III. Use the equipment for only the use for which it is designed.

IV. Provide a "key operator" who will perform basic assignments, and responsibilities as described and instructed by the Company. Preventative maintenance inspections may be performed in conjunction with emergency calls at the Company's discretion.

V. Provide a true and accurate meter reading at prescribed intervals and in any reasonable manner requested by the Company. If the Company does not receive the current monthly copy count, the current monthly charge will be based on average monthly usage, subject to adjustment upon receipt of an accurate, current copy reading.

VI. Customer agrees to pay shipping and handling for the delivery of consumables.

The term of this agreement will be for one year with renewal of such terms as set forth in the paragraph below.

Provided the Customer is otherwise in compliance with every aspect of this agreement, the Customer and the Company have the right to renew this agreement for four (4) successive terms from the original date of this Agreement or to terminate same without penalty by giving written notice thirty (30) days prior to the annual anniversary date of the contract. Thereafter, the Company will extend this Agreement if the Customer allows an in-shop refurbishing of the equipment at the end of the 5th year of continuous service hereunder. The Company warrants that the cost of refurbishing shall not exceed twenty-five percent (25%) of the cost of a then new similar unit. The Company, in its discretion, shall have the option to substitute a reconditioned machine of similar make and model for the equipment at a cost no greater than twenty-five percent (25%) of the cost of a then new similar unit. Unless Customer cancels as required, this Agreement will automatically be renewed for an additional one-year term.

All of the Company invoices are billable in advance, and are due within ten (10) days of receipt. Late payment will accrue interest of 1 1/2% per month. If Customer does not Pay within the required period, the Company in its discretion, may: (1) Finish service only on C.O.D. "per call" basis calculated at the then current rate, and/or declare the Customer in default, consider this Agreement cancelled by the Customer and proceed according to the provision of default below.

In the event of Customer's default or upon his election to cancel this Agreement prior to the end of a term, Customer promises to the Company the following amounts as reasonable liquidated damages (and not a penalty) for branch hereof:

(a) During the first six (6) months of the initial period, six additional average monthly charges

(b) At any time thereafter, three times Customer's average monthly charges.

Contracts that are paid annually shall be divided by 12, to obtain an average monthly charge.

This agreement cannot be honored if the equipment is moved out of the Company's normal servicing area. In the event of such relocations, Customer agrees that this contract shall be deemed terminated by Customer and Customer agrees to pay liquidated damages upon such termination in accordance with the formula set forth above.

Future prices and terms are subject to change without notice.

The payment under this Agreement shall be increased by an equal amount to any applicable tax now or hereafter assessed, levied or imposed by Federal State, or local authority.

Title to all supplies furnished, including consumable parts such as the drum, remains with the Company until said completely consumed. Upon termination of Agreement such supplies may not be further utilized in the copy making process, and the Company shall retain the right to receive such supplies or invoice Customer for the unused portion.

Customer agrees toner/ink will be used exclusively in contracted equipment listed on reverse side. Customer further agrees if toner/ink usage is deemed excessive

Customer agrees to pay for excessive toner/ink at the Company's current published price.

Customer agrees to indemnify and hold harmless against all loss, cost and/or liability for injury to any persons or damage to property arising out of Customer's possession and use for the supplies or equipment hereunder. The Company shall not be liable for any special, indirect, or consequential damage whatsoever, not for any loss, damage or delay from cause beyond the Company's reasonable control.

Customer shall pay all of the Company's cost in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against Customer, including reasonable attorney's fees, whether or not suit be brought.

This is a binding contract, and contains the entire agreement of the parties, and supersedes all other written or oral communications. The Company is specifically not bound by any oral or written representation, which does not appear in writing herein made by its representative.

This Agreement extends only to the original Customer and is non-transferable.

This Agreement will become binding only upon acceptance by the Company as evidenced by the signature of an authorized officer of the Company.

X_____



3351 Commerce Parkway
Miramar, FL 33025
(954) 885-0102 • Fax: (954) 364-1062

www.vrsdelta.com



2870 Harper Road
Melbourne, FL 32904
(321) 676-6336 • Fax: (321) 676-6360

www.vrs-omni.com

INVOICE

Invoice Number: E09155

Invoice Date: 03/17/2020

Account Number: DE0484

Balance Due: \$23,438.70

Bill To: PEMBROKE PARK, TOWN OF
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023

Ship To: PEMBROKE PARK, TOWN OF
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023

Sales Order No	P. O. Number	Ship Method	Payment Terms				Payment Due		
		OUR TRUCK					ON RECEIPT		
Remarks							Sales Person		
PEPPM COOPERATIVE PURCHASING CONTRACT PEPPM 2019_ CANON PRODUCT LINE							MICHAEL DEMPSEY		
Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
IR3525i III	IR ADVANCE C3525i III		6.00	6.00	0.00	EACH	\$ 2,636.10		\$ 15,816.60
	INNER FINISHER-K1		5.00	5.00	0.00	EACH	\$ 577.80		
	CABINET TYPE-R		2.00	2.00	0.00	EACH	\$ 72.90		\$ 145.80
	CASSETTE FEED UNIT-AP1		4.00	4.00	0.00	EACH	\$ 596.70		\$ 2,386.80
	SUPER G3 FAX BOARD-AZ1		5.00	5.00	0.00	EACH	\$ 440.10		\$ 2,200.50

PLEASE REMIT PAYMENT TO:

DELTA\OMNI BUSINESS SOLUTIONS
2870 HARPER ROAD
MELBOURNE, FL 32904

Subtotal	\$23,438.70
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$0.00
Invoice Total	\$23,438.70
Balance Due	\$23,438.70

RESOLUTION NO. 2020-054

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING INTERDEPARTMENTAL TRANSFER OF A MOTOR VEHICLE; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to transfer a motor vehicle from the Building Department to the Administrative Department.

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

Section 1: That the Town Commission authorizes and directs the transfer of the 2014 Ford automobile, Vehicle Identification Number 1FAHP2E86EG102951, from the Building Department to the Administrative Department.

Section 2: The Town staff is directed to undertake all matters necessary for the transfer of the motor vehicle.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of May, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

Town of Pembroke Park
Resolution No. 2020-054

GEOFFREY JACOBS
Clerk-Commissioner

L:\Mollie\Chris\Town of Pembroke Park\Resolutions\2020\DRAFT Resolution No. 2020- FN24609E.docx

AGENDA ITEM REPORT



To: Town Manager
Subject: Keith & Associates 09630.M8 SW 30th Av Stormwater Project Proposal - Work Authorization #8 4-14-2020
Meeting: DRAFT SPECIAL COMMISSION MEETING - May 04 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

Town was directed to request a proposal from Keith & Associates for the SW 30th Avenue drainage improvement. See proposal

FINANCIAL IMPACT:

\$188,000

RECOMMENDATION:

Resolution to proceed with the project

ATTACHMENTS:

[09630.M8 SW 30th Av Stormwater Project Proposal - Work Authorization #8 4-14-2020](#)



April 3, 2020

Todd Larson
Town Engineer / Public Works Director
Town of Pembroke Park
3150 SW 82nd Avenue
Pembroke Park, FL 33023
Phone: (954) 966-4600 x212
TLarson@townofpembrokepark.com

RE: Wok Authorization #8

Project Name: SW 30th Avenue Stormwater Improvement Project
Project Location: SW 30th Avenue between Hallandale Beach Boulevard & Pembroke Road
Our Project/Proposal Number: 09630.M8

Dear Mr. Larson:

In accordance with your request and pursuant to our Master Agreement to provide Professional General Engineering Consulting Services to the Town of Pembroke Park, as provided by Town's Agreement dated April 13, 2017, this agreement between Keith & Associates, Inc. dba KEITH ("CONSULTANT"), and the Town of Pembroke Park ("CLIENT") for civil engineering consultant services is submitted for your consideration and approval. All the terms and conditions of the Master Agreement apply to this Work Authorization

PROJECT UNDERSTANDING

The CLIENT has requested that KEITH provide professional services associated with stormwater improvements project of SW 30th Avenue between Hallandale Beach Boulevard and Pembroke Road. The project will consist of a stormwater structures, pipes and exfiltration trenches. The preferred route will be selected by the CLIENT after the route study report has been completed by KEITH.

This professional service shall include surveying, analysis of the existing drainage conditions, design, permitting for the proposed drainage improvements, coordination with Florida Department of Transportation (FDOT) District 4 (D-4) for the anticipated stormwater system problems along the Hallandale Beach Blvd Interstate 95 (I-95) exit ramp and coordination with South Florida Regional Transportation Authority (SFRTA) to clear, grub and regrade the existing swale along the easterly CSX railroad right of way (ROW).

SW 30th Avenue - from Hallandale Beach Boulevard to approximately 1,600 ft north along SW 30th Ave. It is anticipated that the new stormwater system will consist of stormwater structures, pipes, exfiltration trenches and a connection to the existing drainage ditch east of SW 30th Avenue along I-95.

Corporate Office
301 E Atlantic Blvd
Pompano Beach
FL 33060
954.788.3400

Miami-Dade County
5805 Blue Lagoon Drive
Suite 218
Miami, FL 33126
305.667.5474

Broward County
2312 S Andrews Ave
Fort Lauderdale
FL 33316
954.788.3400

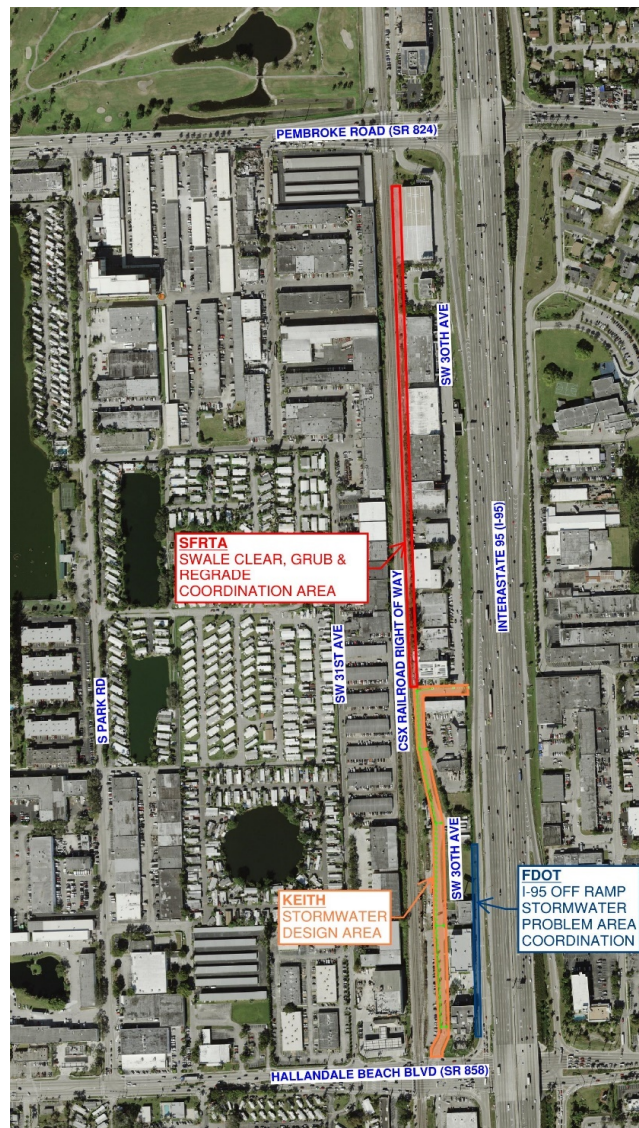
Palm Beach County
120 N Federal Hwy
Suite 208
Lake Worth, FL 33460
561.469.0992

Orange County
2948 E. Livingston St
Suite 100
Orlando, FL 32803
954.788.3400

Hallandale Beach Blvd I-95 South exit ramp – from I-95 to Hallandale Beach Blvd (approx. 1,600 ft.). It is anticipated that KEITH will be required to coordinate with FDOT D-4 the anticipated stormwater system problems generated by the I-95 Hallandale Beach Blvd exit ramp.

CSX railroad ROW – from Hallandale Beach Blvd to Pembroke Road (approx. 4,200 ft.). It is anticipated that KEITH will be required to coordinate with SFRTA the clearing, grubbing, regrading and maintenance of the existing swale along the easterly CSX railroad ROW.

Project Areas – Site Map



APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

Implementation Phase – The process of activating a decision or plan.



PROJECT SCOPE

KEITH services included for this project

☒ Survey

- ☐ ALTA/NSPS
- ☒ Topography
- ☐ Boundary
- ☐ Tree
- ☐ Sketch and Description
- ☐ Construction Layout
- ☐ Construction As-Built
- ☐ Other _____

☒ SUE

- ☒ Horizontal Designation
- ☒ Location Services
- ☐ Utility Mapping
- ☐ Records Research
- ☐ Other _____

☐ Planning Services

- ☐ Due Diligence
- ☐ Platting
- ☐ Rezoning
- ☐ Conditional Use Permit
- ☐ Right of Way Vacation
- ☐ Site Plan Processing and Coordination
- ☐ Other _____

☒ Civil Engineering Services

- ☒ Paving, Grading and Drainage
- ☐ Water Distribution and Sanitary Sewer
- ☒ Storm Water Prevention
- ☒ Other Permitting
- ☒ Other FDOT & SFRTA Coordination

☐ Transportation Engineering Services

- ☐ Major Roadway
- ☐ Minor Roadway
- ☐ Drainage
- ☐ Maintenance of Traffic Plans
- ☐ Quality Control
- ☐ Other _____

☐ Traffic Engineering Services

- ☐ Traffic Impact Study
- ☐ Traffic Impact Statement
- ☐ Parking Study
- ☐ Pavement Marking and Signage
- ☐ Signalization
- ☐ Roadway Lighting
- ☐ Other _____

☐ Landscape Architecture Services

- ☐ Hardscape and Paving
- ☐ Fine Grading
- ☐ Landscape
- ☐ Irrigation
- ☐ Site Lighting
- ☐ Pools or Water Features
- ☐ Specialty Features
- ☐ Other _____

☒ Construction/Program Management Services

- ☐ Permitting
- ☒ Bidding Assistance
- ☒ Construction Observation
- ☒ Construction Certification
- ☐ Other _____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.



DESCRIPTION OF SERVICES AND DELIVERABLES

SURVEY SERVICES

Task 101 Topographic Survey

KEITH shall prepare a Topographic Survey of the area outlined in orange in the exhibit above. Survey shall extend from right-of-way line to right-of-way line. Survey shall show surface improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. Trees shall be noted by common name and trunk diameter. Storm and Sanitary structures shall be noted with invert elevation, diameter, material and direction. Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations shall be shown at an interval of approximately 50 feet, including intermediate changes in grade.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

KEITH will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. CONSULTANT is to provide professional services associated with designation and location of existing subsurface utilities. KEITH shall designate all known tone able and non-tone able utilities (within the limits of the yellow highlighted KEITH- Stormwater Design Area) Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Task 201 Horizontal Designation Services

KEITH will horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by CLIENT). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This task does not include identifying gravity systems, service laterals, irrigation, or overhead facilities unless specifically requested by the CLIENT and included in the scope of services. The limits of SW 30th Avenue will include the full right of way of SW 30th Avenue in the yellow highlighted area.

Task 202 Location Services

KEITH will perform up to twenty (20) test holes at specific sites requested by the design engineer. A budget for 5 pervious and 15 impervious locations has been included. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing coordinates, depth of cover, type, size and material if applicable.



CIVIL ENGINEERING SERVICES

Task 401 Preliminary Engineering / Schematic Design (SD)

Preliminary Civil Engineering Design Plans

KEITH shall research existing available records for the project and prepare preliminary civil engineering plans for the infrastructure improvements to support the processing of the site plan layout for the Project. The preliminary civil engineering plans shall be prepared in accordance with the CLIENT and regulatory agency requirements and will include Paving, Grading and Drainage adjustments and services.

The preliminary engineering plan shall include available existing utility information collected from various sources (Government Agencies, Utility providers etc.). This preliminary utility information will be relied upon by KEITH in the preliminary design phase. Final design will require additional survey and Subsurface Utility investigation to verify the preliminary information supplied to or obtained by KEITH. KEITH will utilize a topographic survey and site plan supplied by the CLIENT, either as identified elsewhere in this agreement or from the CLIENT's other Consultant / Surveyor, as a base for the preliminary civil plans.

Preliminary drainage calculations shall be prepared based performed to address the impacts of the proposed development relating to the requirements of the site plan submission. One preliminary engineering plan will be prepared based on the supplied site plan design.

KEITH shall attend one (1) coordination meeting with the Town to review the schematic design, and integration of the design with existing conditions (including utilities/trees/etc.) and environmental impacts of the project.

Engineering Processing, Coordination and Meetings with Government Agencies / Permit Authorities

KEITH shall coordinate, prepare for and attend meetings with Government Agencies, including project orientation meetings for base-line design agreements, review with Town Public Works, Engineering, and Utility representatives. Also, coordinate with applicable State, and County Agencies required for final permit submittals.

Deliverables

1. Preliminary Design Plans
2. Preliminary Drainage Calculations as required
3. Preliminary Opinion of Probable Construction Cost – For above referenced Design Elements
4. Meetings and Team Coordination – During the specified duration in the project schedule, the KEITH team will attend all required meetings and coordination. It is assumed all meetings will be in South Florida.



Task 402 Construction Documents (CD) - Final Engineering

Paving, Grading, and Drainage Plans

KEITH shall prepare on-site paving, grading, and drainage construction plans, to support the proposed development, that meet the requirements of the jurisdictional regulatory agencies. Calculations shall be performed to address the impacts of the proposed development relating to the requirements for permit agency submittal. The stormwater management system will address water quality treatment and water quantity storage to meet the requirements of the jurisdictional agencies. It is anticipated that the proposed drainage system will consist of a series of catch basins, pipes, swales, and/or dry retention areas. Exfiltration trenches may be proposed for water quality treatment. Typical sections and standard paving and drainage details and notes for the construction of the paving, grading, and drainage system are included. Soils percolation tests to satisfy regulatory agency requirements will be performed by others as required.

No offsite improvements beyond a direct drainage connection to the immediately adjacent drainage infrastructure are anticipated and as such not included in this Agreement. Fees for these services will be submitted to CLIENT as additional services under a contract addendum if required.

Pavement Marking & Signing Plans

The CONSULTANT shall prepare a signing and pavement marking plan for the project that meets the requirements of the regulatory agencies. This plan shall include standard details and notes.

Erosion Control Plans

KEITH shall prepare an Erosion Control Plan for the project that meets the requirements of the regulatory agencies and for the Contractor's use in preparing and processing the required Stormwater Pollution Prevention Plan (SWPPP), in compliance with the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)" through FDEP. The Erosion Control Plan(s) shall include standard details and notes to meet the requirements of the regulatory agencies.

Deliverables

1. Construction Documents (60% and Final Construction Documents) for above referenced Plans
2. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets or a separate documents for inclusion in the Contract Document Specification book.)
3. Drainage Calculations as required
4. Opinion of Cost – For above referenced Design Elements
5. Meetings and Team Coordination – During the specified duration in the project schedule, the KEITH team will attend all required meetings and coordination. It is assumed all meetings will be in South Florida.



Task 403 Engineering Permitting

KEITH shall attend required pre-application meetings with agencies having jurisdiction over the facilities designed by KEITH, and prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:

Development Review

- Town Floodplain Management

Paving, Grading, and Drainage System

- Broward County Environmental Protection and Growth Management Department (BCEPGMD) – Stormwater
- Florida Department of Environmental Protection (FDEP) – Stormwater ERP
- Florida Department of Environmental Protection (FDEP) – NPDES/SWPPP
- Town Public Works and Engineering Division

Pavement Markings and Signage

- County Traffic Engineering Division
- Town Public Works and Engineering

If additional permits are required, KEITH shall process them and the fees for these additional services will be submitted to CLIENT as additional services under a contract addendum if required.

Deliverables

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.

Task 404 FDOT & SFRTA Coordination

FDOT Coordination

KEITH and the Town cooperatively shall coordinate with the FDOT to resolve the I-95 Hallandale Beach Blvd. southbound exit-ramp anticipated stormwater drainage problem. The CLIENT is anticipating that run-off rainwater from the exit ramp to flow into the private property along said ramp

SFRTA Coordination

KEITH and the Town cooperatively shall coordinate with the SFRTA to resume the maintenance of the easterly swale along the CSX right of way. The swale needs to be cleared, grubbed and regraded.

Deliverables

1. Coordination Documents and correspondence with the above mentioned agencies

Task 405 Bidding Assistance Services (TBD)

Bidding assistance services – not included at this time



CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 801 Construction Observation (TBD)

KEITH shall provide construction observation services in order to ensure the integrity of the design intent, and certify to the Town of Pembroke Park and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included in this task are described as follows:

Shop Drawings: KEITH shall review shop drawings, samples and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH shall also determine the acceptability, subject to TOWN approval, of substitute materials and equipment proposed by contractors.

Periodic Site Visits and Construction Observation: KEITH shall visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. KEITH shall coordinate and attend one (1) Pre-construction Meetings. This task includes construction observation services for an anticipated construction period of eight (8) months. These services will be invoiced on a time and material basis in accordance with our Professional Service Fee schedule (attached).

As-builts Review: KEITH will review the record drawings (as-builts) to ensure substantial conformance to the approved plans. KEITH will only review and reject any particular as-built set a maximum of two (2) times, any additional review will be considered additional services. The contractor will be expected to have the as-builts revised in accordance with all comments.

Final Inspections: KEITH shall participate, with the TOWN's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete, and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Upon notice from the TOWN, participate in a final inspection together with TOWN and contractor representatives to assure that all "Punch List" items are completed and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed.

Final Certification: KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and the TOWN.

Note: It is the contractor's responsibility to coordinate through KEITH the scheduling of testing. KEITH shall represent the TOWN in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

The construction observation and certification for the civil work is an anticipated construction period for the site work of eight (8) months

We anticipate the following items requiring as-built certification:

- Paving Grading and Drainage System



Note: Construction-related surveying (stakeout, as-builts, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.

SCHEDULE

SURVEY SERVICES

Task 101 Topographic Survey 30 Days

SUE SERVICES

Task 201 Horizontal Designation Services 30 Days

Task 202 Location Services 45 Days

CIVIL ENGINEERING SERVICES

Task 401 Preliminary Engineering / Schematic Design (SD) 30 Days

Task 402 Construction Documents (CD) - Final Engineering 45 Days

Task 403 Engineering Permitting 120 Days

Task 404 FDOT & SFRTA Coordination 90 Days

Task 405 Bidding Assistance Services 30 Days

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 801 Construction Observation 240 Days

COMPENSATION

SURVEY SERVICES

Task 101 Topographic Survey \$16,500 (Lump Sum)

SUE SERVICES

Task 201 Horizontal Designation Services \$7,000 (Lump Sum)

Task 202 Location Services \$12,000 (Lump Sum)

CIVIL ENGINEERING SERVICES

Task 401 Preliminary Engineering / Schematic Design (SD) \$45,000 (Hourly NTE)

Task 402 Construction Documents (CD) - Final Engineering \$70,000 (Hourly NTE)

Task 403 Engineering Permitting \$19,500 (Hourly NTE)

Task 404 FDOT & SFRTA Coordination \$18,000 (Hourly NTE)

Task 405 Bidding Assistance Services TBD

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 801 Construction Observation TBD

Total Fee \$188,000 + reimbursables

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT

KEITH

Alex Lazowick

President

DATED: _____

As to CLIENT

Todd Larson, Town Director of Public Works

Town of Pembroke Park

Signature: _____

Print Name: _____

Title: _____

DATED: _____



**EXHIBIT A
 PROFESSIONAL SERVICE FEE SCHEDULE**

	Hourly Rate
01 Administrative Assistant	\$50.00
11 Technician	\$80.00
15 Senior Technician	\$90.00
30 Associate Planner	\$90.00
32 Senior Planner (AICP)	\$125.00
33 Landscape Designer	\$80.00
34 Senior Landscape Designer	\$100.00
35 Landscape Architect (RLA)	\$125.00
36 ISA Certified Arborist	\$125.00
40 Senior Traffic Engineer (PE)	\$160.00
50 Project Engineer	\$100.00
51 Senior Project Engineer	\$115.00
52 Professional Engineer (PE)	\$125.00
53 Field Representative	\$75.00
54 Sr Field Representative	\$90.00
60 Project Manager	\$125.00
61 Senior Project Manager	\$160.00
70 Principal	\$190.00
72 Expert Witness Testimony	\$250.00
75 Model Specialist	\$100.00
76 BIM/CIM Modeler	\$150.00
77 GIS Specialist	\$100.00
78 Project Surveyor	\$95.00
79 Senior Project Surveyor.	\$110.00
80 Professional Surveyor & Mapper (PSM)	\$120.00
81 Survey Party (2) Person	\$110.00
82 Survey Party (3) Person	\$130.00
83 Survey Laser Scanning	\$250.00
90 Utility Crew Supervisor	\$80.00
91 Utility Technician	\$70.00
92 Utility Project Manager	\$100.00
93 Utility Project Engineer	\$130.00
95 Utility Coordinator	\$120.00
96 Utility Designating/GPR	\$200.00
97 Vacuum Excavation Test Hole (Pervious Surface)	\$350.00/Each
98 Vacuum Excavation Test Hole (Impervious Surface)	\$440.00/Each

Effective 7/1/2017



EXHIBIT B

<u>Direct Expenses</u>	<u>Cost per Unit</u>
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11"x 17"	\$ 2.00
c) 24"x 36"	\$18.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 2.00
Display Boards	
Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00
3 Ring Binders 1"	\$ 1.00
Dividers (Tabs) Set of 10	\$ 0.80
Acco/GBC Binding	\$ 1.50
Facsimiles	\$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1st Class	Current US Postal rate
Mileage:	\$ 0.54 / mile

Any other expenses will be billed at cost plus 10% carrying charge.

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 7/1/17





TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE PEMBROKE PARK, FLORIDA 33023 BROWARD (954) 966-4600 FAX (954) 966-5186

**Ashira A.
Mohammed
Mayor**

May 4, 2020

**Howard P.
Clark, Jr.
Vice Mayor**

Ms. Rona Kay Cradit
Administrator
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

**Geoffrey
Jacobs
Clerk-
Commissioner**

Dear Ms. Cradit:

**Georgina
Cohen
Commissioner**

In compliance with State of Florida *Rule 11D-9*, F.A.C., the Town of Pembroke Park approves the distribution of \$395,109 of Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant-Countywide (JAG-C) Program funds for the following projects in Broward County:

**Reynold
Dieuveille
Commissioner**

**Newall
Daughtrey
Assistant Town
Manager**

**Christopher J.
Ryan
Town Attorney**

Subgrantee/ Implementing Agency	Title of Project/Provider Agency	Amount
Broward County/ Community Partnerships Division	ProjectRISE/HANDY, Inc. Employability skills training and related services for youth with behavioral health issues that impact their ability to function socially, academically/vocationally, and/or emotionally, and/or also adjudicated dependent and have current Department of Juvenile Justice involvement.	\$ 361,683.00
Broward County/ Community Partnerships Division	Planning, Evaluation, Technology and Improvements/ Community Partnerships Division	\$ 33,426.00
Total Subgrantees: 2	Total Amount	\$395,109.00

Sincerely,

Typed Name of Chief Official

Typed Title

RESOLUTION NO. 2020-055

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, TERMINATING THE EMPLOYMENT OF PUBLIC SERVICES DIRECTOR TODD LARSON; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission has determined it is in the best interest of the Town to terminate the employment of Public Services Director Todd Larson effective immediately.

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

Section 1: That the Town Commission does hereby terminate the employment of Public Services Director Todd Larson with the Town of Pembroke Park effective immediately.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of May, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

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RESOLUTION NO. 2020-056

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ACCEPTING THE RESIGNATION OF PUBLIC SERVICES DIRECTOR TODD LARSON; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Todd Larson has submitted his notice of resignation from his position as Public Services Director effective 60 days from today's date.

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

Section 1: That the Town Commission hereby accepts the resignation of Public Services Director Todd Larson from his employment with the Town effective 60 days from the date of this resolution.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of May, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

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○ - Regular Commission Meetings
 □ - Workshop Commission meetings

2020 Calendar

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11
12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18
19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28	19	20	21	22	23	24	25
26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31					26	27	28	29	30		

May							June							July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
31																					30						

September							October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
6	7	8	9	10	11	12	4	5	6	7	8	9	10	1	2	3	4	5	6	7	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	8	9	10	11	12	13	14	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31		