

**WORKSHIOP MEETING
BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
WEDNESDAY, NOVEMBER 30, 2022 – UPON ADJOURNMENT OF SPECIAL MEETING
AGENDA**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPEARANCES AND PRESENTATIONS

None

OLD BUSINESS

1. Garbage Prices
2. Employee Manual
3. Meeting Process
4. SMS Push Notifications

NEW BUSINESS

1. Locate Services Agreement
2. Meeting Videos Available to the Public

MISCELLANEOUS

Regular Meeting – Wednesday, December 13, 2022 - 6:00 p.m.

Workshop Meeting – Wednesday, December 28, 2022 – 6:00 p.m.

ADJOURNMENT

“Persons are advised that, if they decide to appeal any decisions made at this meeting, they will need a record of the proceedings, and, for such purpose, they 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.”

“The Town maintains a tape recorder for all public hearings. In the event that you wish to appeal a decision, the tape may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.”

Town Administrator

From: Deputy Clerk
Sent: Wednesday, August 31, 2022 9:53 AM
To: Town Administrator
Subject: FW: Waste Connections Rate Adjustments for 2022

From: Ian Boyle <ian.boyle@wasteconnections.com>
Sent: Wednesday, August 31, 2022 9:44 AM
To: Deputy Clerk <depclerk@redshoresfl.com>
Cc: William Krimmel <william.krimmel@wasteconnections.com>
Subject: RE: Waste Connections Rate Adjustments for 2022

Tracy,

Hope this email finds you well. I am just following up on this email as September fast approaches. This year is going fast.

Please call or email if you have any questions.

Ian Boyle
Waste Connections of Florida, Inc
(813) 352-9156
ian.boyle@wasteconnections.com

From: Ian Boyle
Sent: Monday, August 1, 2022 5:03 PM
To: depclerk@redshoresfl.com
Cc: William Krimmel <william.krimmel@wasteconnections.com>
Subject: Waste Connections Rate Adjustments for 2022

Tracy,

Hope this email finds you well.

Sorry for the delay in getting you this information.

I talked to Bill and our Controller, and we are looking at 2.8% increase to cover our new disposal increase on 10/1/22. This increase will occur on 10/1/23 and 10/1/24 as well. See attached for the approved County resolution for your review and your files.

As for the CPI increase, we are capped at 5%, which we will have to apply to our contract as well effective 10/1/22. Please know the current CPI is over 8%.

This would make the total rate adjustment 7.8% effective 10/1/22

Please do not hesitate to call or email if you have any questions.



Solid Waste

August 30, 2022

Dear Solid Waste Customer,

On June 21, 2022, the Board of County Commissioners (BCC) approved Resolution 22-48 (excerpted below), which set the following increases for disposal of municipal solid waste, commercial waste, and yard waste:

The fee for Approved Solid Waste be increased from the current rate of \$44.70 per ton to:

1. *\$47.75 per ton effective October 1, 2022*
2. *\$51.00 per ton effective October 1, 2023*
3. *\$54.50 per ton effective October 1, 2024.*

Disposal Rate Increase: Effective October 1, 2022, the disposal rate is \$47.75 per ton.

Fee Changes: The following changes will take effect October 1, 2022, when the Department of Solid Waste's budget receives final approval from the BCC on September 22, 2022:

1. Increase of the Out-of-County Waste Surcharge to \$47.75 per ton in addition to the per ton rate of \$47.75.
2. Addition of a Personal Protective Equipment (PPE) Kit fee of \$20 per kit.

No Fee Change:

1. Tire Fee remains \$125 per ton.
2. Special Handling Service Fee remains \$110 per load in addition to per ton rate.
3. Contractor Surcharge Fee remains \$100 per load in addition to the per ton rate.
4. Christmas Tree Disposal Fee remains \$3 per load for up to five Christmas trees.
5. Passenger Vehicle Flat Rate Fee remains \$4.
6. Unmodified Pickup Trucks and Vans Flat Rate Fee remains \$11.
7. Radio Frequency (RFID) Window Sticker cost remains \$18.

3095 114th Avenue North
St. Petersburg, FL 33716
Phone (727) 464-7500
V/TDD (727) 464-4062
www.pinellascounty.org

Redington Shores Residential & Commercial Pricing Effective 10/1/22 to 9/30/23

Customer Name	Can Size	Quantity	Freq	10/1/22 Adjusted Pricing
Residential Accounts				
Commercial Site	N/A	945	2SW-1Rec	\$ 17,302.95
Circle K	3YD	1	2x	\$ 19,027.06
Marker 5 Condo	2YD	1	3x	\$ 196.58
Friendly Tavern	6YD	1	4x	\$ 233.51
7-11 Store	6YD	1	3x	\$ 503.74
Olsen Apartments	2YD	1	2x	\$ 381.62
Portside Condo	3YD	1	3x	\$ 158.85
Shore Mariner Condo	4YD	3	3x	\$ 288.97
San Remo Condo	2YD	4	3x	\$ 1,056.30
Gulf Mariner	2YD	3	3x	\$ 934.03
Pinellas County Park	4YD	1	3x	\$ 700.52
Lighthouse Pointe	2YD	3	3x	\$ 352.10
Sunset Reef Condo	3YD	2	3x	\$ 700.52
Redington Towers #2	4YD	1	3x	\$ 577.95
Redington Towers #2	2YD	2	3x	\$ 352.10
Redington Towers #3	2YD	2	3x	\$ 467.02
Redington Towers #3	4YD	1	3x	\$ 467.02
Redington Towers #1	2YD	1	2x	\$ 352.10
Redington Towers #1	4YD	1	2x	\$ 158.85
Monterey Condo Apts	2YD	1	1x	\$ 227.15
On the Beach Condo	4YD	1	3x	\$ 79.43
The Shores Condo	2YD	1	2x	\$ 158.85
Kenney's Korner	4YD	1	2x	\$ 158.85
Sea Oats Condo	4YD	2	3x	\$ 704.20
Sea Oats Condo	4YD	1	3x	\$ 352.10
Anglers Cove Condo	2YD	7	4x	\$ 2,157.64
Anglers Cove Condo	2YD	2	4x	\$ 616.47
Club Redington Condo	2YD	1	3x	\$ 233.51
Tyrone John	2YD	1	1x	\$ 79.43
Tyrone John	6YD	1	1x	\$ 79.43
Beach Pizza Plus	4YD	1	3x	\$ 381.62
Siesta Motel/Corinne Bishop	2YD	1	1x	\$ 352.10
The Bayside Plaza	4YD	1	3x	\$ 79.43
La Vistana	2YD	3	2x	\$ 476.55
La Bahia Redington Shores	3YD	1	2x	\$ 196.58

Las Palmas Condo Assn	2YD	1	2x	\$	158.85
Las Palmas Condo Assn	3YD	1	2x	\$	196.58
Las Flores Condo Assn.	2YD	1	2x	\$	158.85
Las Flores Condo Assn.	3YD	1	2x	\$	158.85
Las Brisas Condo Assn	2YD	1	2x	\$	196.58
Las Brisas Condo Assn	3YD	1	2x	\$	158.85
Pirates Seafood	4YD	1	2x	\$	196.58
Sea Breeze Island Grill	8YD	1	2x	\$	227.15
MI Casa	.45YD	2	4x	\$	582.53
La Vistana B	2YD	1	1x	\$	39.71
Resident	2YD	1	2x	\$	158.85
Hotel Sol	4YD	1	3x	\$	233.51
Gypsy Souls Coffee House	2YD	1	4x	\$	464.77
Town Maintenance Garage	4YD	1	1x	\$	79.43
Mike Guju	4YD	1	1x	\$	113.58
Broke N Board	2YD	1	1x	\$	113.58
Wine Knot	2YD	1	4x	\$	296.37
Coco Wood Grill Trash	4YD	1	2x	\$	152.74
		1	1x	\$	227.16



Town of
Redington Shores

Town of Redington Shores Personnel Policy Manual

Adopted October 2022

GENERAL STATEMENT OF TOWN'S EMPLOYMENT POLICY

Excellence in government public service is attained, in part, through personnel systems that reflect merit principles and sound administrative management. It is the intent of the Redington Shores Town Commission that its Personnel Policy Manual provide firm and clear direction to its employees.

Furthermore, it is the intent of the Commission that no unlawful discrimination will exist in the application and administration of any Redington Shores policy, practice, rule or regulation.

The Town Administrator is charged with ensuring that the provisions of this Policy are implemented and made known to the employees of Redington Shores.

This Personnel Policy Manual is not and shall not be considered an employment contract with any person. Nothing herein is intended to create an employment contract between the Town and any person for the purposes of employment, promotions, or for the providing of any benefit.

The provisions contained within this Manual are and shall be considered as part of the terms and conditions of employment of all employees of the Town and should thus be adhered to by all Town employees. The Town Commission reserves the right to establish, modify, or make exceptions to these rules when necessary. Any question concerning the interpretation or application of these rules shall be referred to the Administrator for resolution.

Employment with the Town is at-will. Unless the Town has otherwise explicitly agreed by contract, either you or the Town may terminate your employment at any time, and for any or no reason. To the extent the Town's personnel forms or procedures use words such as 'provisional', 'probationary', or 'regular' employee, the use of such words shall have no interpretation which is contrary to Town employees' at-will status. The Town neither guarantees employment nor offers tenure.

Redington Shores endeavors to include a comprehensive overview of the rules and policies governing employment with the Town within this Personnel Policy Manual. However, there may from time to time be additional personnel rules, procedures or policies issued by the Commission. The Administrator or a particular Administrator may also issue additional administrative rules so long as such additional rules do not conflict with the provisions in this Manual. All such additional rules shall be in writing and constitute a part of an employee's terms of employment.

If a direct and irreconcilable conflict exists between policies and procedures included in this Manual and any current labor agreement to which the Town is a party, the terms and conditions of the labor agreement shall take precedence for employees in classifications covered by the labor agreement, whether the rights and benefits are greater or less than those provided in this Manual.

Equal Employment Opportunity

It is the continuing policy of the Redington Shores Town Commission to promote the concepts of equal employment opportunity in its employment function, and to comply with all federal, state and local laws, rules and regulations pertaining to fair employment practices.

1. All employees and applicants for employment will be treated fairly with respect to all terms and conditions of employment regardless of race, color, religion, national origin, ancestry, sex, age, marital status, genetic profile, or any physical or mental disability which does not preclude the performance of the employee's essential job functions with or without reasonable accommodation(s).
2. All personnel opportunities and decisions related to employment, promotions, transfers, reclassifications, compensation, benefits, performance ratings, training courses and programs, layoffs, returns from layoff, terminations, and all other aspects of employment with the Town will be in accordance with the principles of the merit system, which afford equal opportunity by imposing only valid requirements.
3. The Redington Shores Commission reaffirms its commitment to equal employment opportunity through open and non-exclusive advertisements of job openings, promotion opportunities, as well as through all other constitutional efforts at affirmative action.
4. Employees who allege that they have been unlawfully discriminated against or treated unfairly in the application or employment process must follow the steps outlined in this Personnel Policy on Illegal Harassment or Discrimination. Non-employee applicants and applicants for temporary employment alleging unlawful discrimination must submit their complain in writing to the Town Administrator, who will conduct an investigation in accordance with the applicable portions of this Policy.

Civility and Customer Service

The Town of Redington Shores holds its employees to a high standard of professional behavior. Employees of the Town are expected to be solution-oriented, team focused, and possess excellent customer service skills. Employees are expected to maintain professional decorum at all times, both on and off duty.

Town employees not only serve visitors and residents, but are customers of one another. Employees are expected to be highly self-disciplined, to respect the personal boundaries of co-workers, to discourage intrusive and overbearing behavior, and to produce quality work in a positive, productive, and mature manner. Professional courtesy among employees is of the highest value. The ethical imperative is that no single employee is of more value than another.

Employment Rules and Procedures

1. In the interest of hiring "best qualified and available" candidates to meet Town employment requirements, and to avoid favoritism in hiring practices, the Town Administrator is responsible for ensuring that all interested applicants have an equal opportunity to apply for Town employment.
2. Notices of open positions will be published interdepartmentally and/or publicly according to the department's request and concurrence of the Administrator. Notwithstanding the foregoing, where the Administrator or other official with delegated hiring authority determines that a particular candidate is fully qualified for a position (for instance where an intern or employee in acting status has been working successfully in the position for some time), that candidate may be offered the position without the need to post the position. However, to prevent undue favoritism or nepotism and ensure a diverse, well qualified work force, this exception must be used only on approval of the Administrator, and should not be regularly used in place of posting opportunities and allowing candidates to apply.
3. Applicants for Town employment apply for employment in the form and manner, including electronic application submission, as the Town designates. Applicants who make initial contact with an individual Town department or official, and applications/resumes received by other Town departments or officials, shall be directed to the Administrator to complete the standard application process.
4. Applications are accepted for announced openings during the published advertising period. If no advertising period is established, the position shall be open until filled.
5. The Town Commission is authorized to make the offer of employment to all persons selected to fill positions established by the Town Charter (Administrator, attorney, Clerk). Other vacancies shall be hired by the Administrator as provided for in Town Code § 1-20.
6. Once a position has been filled, the position is closed. Should an opening for the same position come open again within ninety days after first being filled, the Town may make an offer to the next most qualified candidate from among the original applications. Alternatively, or if the vacancy arises more than sixty days later, the position will, absent an exception approved by the Administrator, be re-advertised and new applications sought.
7. Current employees chosen for interview for other Town jobs will be allowed to interview during work hours if necessary. The Town will work with the employee to make reasonable adjustments to the employee's schedule to permit the interview. If the interview takes place during the employee's scheduled work hours, the time will not be paid, and employees should use available vacation leave for such purposes. All other interviews are unpaid.
8. The Administrator may establish eligibility registers for positions as required by turnover frequency or other recruitment issues. Positions that are identified by departments or the Administrator as being vacant on a regular basis or having certain recruitment needs, may have an eligibility register of qualified applicants established.

9. No employee may begin activities associated with working for the Town, including engaging in post-offer screening activities, until the candidate signs, electronically or otherwise, a conditional offer of employment. No term or condition of employment not consistent with this Policy Manual, including matters of pay, bonuses, moving expenses, or other similar matters, shall be effective unless included within a conditional offer of employment.
10. The Administrator is authorized to adopt such forms and procedures as are deemed necessary to effectively implement these employment policies and to conduct such pre-employment screening as may be either legally or administratively required, including background and reference checks and physical or psychological examinations related to job functions. For any position requiring a pre-employment, post-offer examination, it shall be job-related, and given uniformly to all candidates conditionally offered the position. Candidates must meet/satisfy any established screening requirements and any candidate who fails to do so may be denied employment. In addition to the foregoing, for any Town position requiring interaction with law enforcement personnel, records or other matters, access to secure facilities, or otherwise required to pass background standards promulgated by a regulating agency with jurisdiction over such records, personnel or facilities, employees holding such positions must be able to pass the relevant standards and their inability to do so will disqualify them from continued employment.
11. All volunteers are not Town employees for any purpose. However, pursuant to Florida Statutes § 440.02, volunteers are eligible for certain worker compensation benefits for municipal volunteers. Therefore, Town volunteers must comply with all related Town accident or injury reporting procedures.
12. Employment of persons under 18 years of age in either regular or temporary positions shall be subject to and in accordance with applicable child labor laws.
13. To ensure compliance with the Affordable Care Act, when an employee formerly eligible for health benefits leaves the Town's employ for any reason, he/she shall be ineligible for re-hire until the former employee has been separated from the Town for a minimum of thirteen (13) weeks. Additionally, except for any seasonal OPS staff, all persons employed in temporary/OPS positions who are not offered health care coverage shall not be scheduled or permitted to work more than 27 hours per week.
14. Interns.
 - a. The Town may from time to time provide internship opportunities for students to experience work in Town government that is relevant to their educational goals and objectives or personal career interests, and to non-students seeking to experience working in a Town position.
 - b. Recruitment of interns shall be conducted through the Town's regular recruiting procedures, outlined in this section, unless otherwise approved by the Administrator.

- c. Interns shall not be recruited to fill regularly authorized position vacancies or displace regular employees. Interns are considered temporary employees and are not eligible for benefits provided regular employees. Intern appointments shall not exceed 12 months.
 - d. For a student to be eligible for employment as an intern, an individual must be a student in good standing, enrolled in or on school-approved break from an accredited secondary or post-secondary school, junior college, college or university, or a vocational-technical school.
 - e. Student Interns are required to notify the employing Town department of any change in their academic or disciplinary standing at the institution.
 - f. Interns will be paid at the minimum pay rate of assigned pay grades. A departure from the minimum pay rate may be approved by the Administrator.
 - g. Persons who may be students but who wish to volunteer with the Town outside of any academic program must complete a Volunteer Service Agreement as provided by the Town Attorney.
 - h. Students who are present in the workplace and who are not performing any services for the Town, nor participating in any related academic program, are considered to be "job shadowing" and are not considered to be volunteers, or employees, of the Town. Any persons who are "job shadowing" must be approved by the Administrator in advance, must not perform any work for the Town, and must be under the supervision of an employee-mentor.
 - i. Students who are present in the workplace and who may perform work for the Town but who are not compensated shall meet the requirements of the federal Department of Labor concerning the acceptance of work by student interns. Interns who are not students must be compensated at least the prevailing minimum wage for work performed for the Town.
 - j. The Administrator is responsible for the development, coordination and promotion of intern recruitment activities and is responsible for ensuring that all interested persons have an equal opportunity to apply and be considered for internship opportunities.
 - k. Notwithstanding the foregoing, the Town may, from time to time, enter into agreements with educational institutions whereby student interns will be identified, assigned and compensated pursuant to the terms of such agreements.
15. Where staffing needs dictate, a Town employee may be allowed to be employed in more than one position, at different pay rates. Such secondary employment must meet the following criteria:

- a. Only temporary OPS, part-time positions, which are considered to be occasional or sporadic (in accordance with 29 C.F.R., Section 553.30), will be eligible.
- b. The employee's decision to work in a different capacity must be made freely and without coercion, implicit or explicit, by the employer.
- c. The rate of pay for secondary employment positions, including the overtime rate, shall be calculated pursuant to FLSA regulations regarding secondary employment.
- d. The joint position must be in a different capacity, i. e., it must not fall within the same general occupational category as the employee's primary government employment.

16. Employment of Relatives (Nepotism)

- a. Employment shall be in compliance with Florida Statutes § 112.3135 regarding "*Restriction on employment of relatives*." Pursuant to this section, a public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in which the official is serving or over which the official exercises jurisdiction or control any relative of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a position if such appointment, employment, promotion, or advancement has been advocated by a public official, serving in or exercising jurisdiction or control over a Town department or office, who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by a Town board of which a relative of the individual is a member.
- b. Relative, for purposes of this section only, shall 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; but shall not include any other relatives who become related by law or marriage not specifically listed above.
- c. For purposes of this section only, public official, hereinafter referred to as "official," shall include, but not be limited to, the Administrator, Commissioners, Town Clerk, and any other managerial Town employee who is authorized to make employment-related recommendations or decisions, whether the official is elected, contracted, appointed, or employed.
- d. It is the Town's policy to prohibit an official from having direct supervision over any employee who is a relative of the official, as more fully set forth in Paragraph a. It is also the Town's policy to prohibit an official from having direct supervision over any employee to whom the official is engaged or is otherwise involved in a current romantic relationship.

- e. Direct supervision shall include any situation in which the official would be in a position to make decisions concerning the terms and conditions of the person's employment with the Town including decisions about hiring, promotion, transfer, reclassification, compensation, benefits, work assignments, performance evaluations, training courses and programs, layoffs, return from layoff, termination, and all other tangible aspects of employment.

17. Disqualification and Re-Employment

- a. An employee who has been terminated from Town employment for violation of any conduct or performance rule or standard, or who resigns after being notified of the Town's intent to terminate, is ineligible for re-employment for two years from the date of such resignation or termination.
- b. An employee terminated due to a positive drug/alcohol test, a refusal to test, or other violations of the Town's drug-free workplace policy; or who voluntarily resigns within two weeks of a positive result in a test for drug use; or when an employee serves notice of resignation immediately upon notification of being selected for such test, is ineligible for re-employment for a period of two years after such termination or resignation. Additionally, a former employee who owes the Town money for drug testing or treatment which was the responsibility of the employee to pay shall be ineligible for re-employment until all funds owed are paid.
- c. An employee who voluntarily resigns without giving a two-week notice or is separated from employment for absence without leave (job abandonment) is ineligible for re-employment for a period of one year. In circumstances where the Administrator determines that a non-eligible former employee will meet a critical need of the Town which cannot be filled by normal recruitment efforts, the Administrator has the authority to waive this waiting period.

- 18. An employee's anniversary date shall be the date the employee begins employment.

Personnel Files

1. The Town's official records of present and past employees' personnel files are maintained by the Town Clerk, which shall be the custodian of these records.
2. The Administrator is authorized to develop, revise and issue all forms related to personnel matters. Therefore, absent specific authorization from the Administrator to the contrary, Town departments may not promulgate or make use of any customized or unauthorized personnel forms, including unique leave requests, time records or employee evaluations.
3. Public Records requests for personnel files made to the Town must be transferred to the Town Clerk for a coordinated response. The Clerk shall be responsible for reviewing files to identify any information which has been designated by law as confidential or exempt from public records disclosure. The Clerk, with advice of the Town Attorney as needed, will assert any applicable public records exemptions for such records.

NOTE: Employees holding certain positions are entitled under Florida law to request that certain personally-identifying information such as home addresses, not be released by other governmental agencies which may be in possession of this information. It is the responsibility of each applicant for and employee holding such a position to make these requests to other governmental agencies.

4. The official personnel record shall contain at least the following documents regarding the employee:
 - a. The employee's initial and any subsequent employment/transfer/promotion applications; I-9 form; interview forms; oath of employment; employment contract (if applicable); acknowledgments of receipt of benefits (to include secondary employment approval forms); conditional offer forms; retirement enrollment forms (when applicable); and other related documents required by law or Town policy to be included.
 - b. The employee's performance evaluation forms and any written responses thereto;
 - c. All official personnel actions, such as promotions, transfers, and pay increases;
 - d. Official disciplinary notices and warning or counseling forms issued to the employee;
 - e. Signature forms demonstrating an employee's taking of the statutory oath and the receipt of this Policy Manual and other Town policies;
 - f. Records demonstrating attendance at Town training sessions.
 - g. Any separation surveys provided by a departing employee.

5. The personnel file may also contain the following items, at the discretion of the Administrator:
 - a. Correspondence from citizens, co-workers, etc., concerning the employee's performance of his or her job or contribution to the community (excepting documents which are found to be fraudulent, false, or which are required by law to be separately maintained);
 - b. Records regarding an employee's education or professional credentials;
 - c. Such other records as the Administrator may deem appropriate for inclusion or which are not prohibited from inclusion by law.
6. The Administrator shall also ensure that separate and secured files are also kept and maintained for current and former employees which contain medical records or medical claim records exempt under Florida Statutes § 112.08, the results of drug tests (excepting discipline notices confirming a positive result was received), medical documents provided in support of sick leave requests, reports of a healthcare provider discussing specific health conditions or status associated with a fitness-for-duty exam, medical records provided in support of a request for accommodation of a disability under the ADA, and medical records received in the course of administering a worker compensation claim.
7. Notwithstanding the foregoing, the Administrator is entitled to review medical records of applicants and current employees when he or she has the business need to do so. Such instances include reviewing an employee's defense against a disciplinary action where the employee cites a medical reason for the conduct or performance, reviewing requests for sick leave including decisions as to whether an absence is covered by any applicable leave law, reviewing requests for accommodation under the ADA or determining whether the applicant or employee presents a danger to him/herself or others due to a medical condition. The Town Attorney or other attorneys representing the Town in any employment claim or suit are also authorized to examine such records to the extent the claim or suit places the medical condition of the applicant or employee at issue.
8. In the event a Town official examines records which include information otherwise confidential or exempt from public disclosure under law, such official must exercise care and discretion so as not to further communicate any such information to Commissioners, subordinates, or an employee's co-workers unless there is a valid legal reason to do so. Town officials in doubt as to their duties in such circumstances are encouraged to seek advice from the Town Attorney.
9. The Administrator, in conjunction with the Town Clerk, is responsible for ensuring records are controlled, maintained, disposed of, and that requests for copies are processed, in accordance with the Public Records Act and the rules of the Florida Division of Archives, History and Records Management. To that end, the Town Clerk is authorized to develop such additional administrative procedures and forms so as to accomplish this responsibility.

10. While managerial personnel responsible for drafting performance evaluations may, to assist them in drafting evaluations, maintain separate notes on positive/negative conduct or performance during the evaluation period, including notes on verbal counseling events, such records are public records and, if specifically referenced in an evaluation or discipline notice, must be provided to the employee on request.
11. Personnel files are public records subject to review under Florida Statutes § 119.07, subject to any applicable exemption(s). Official employee personnel files may be reviewed at Town Hall during normal business hours. The records custodian, or designee, will assist and supervise during the review. Documents cannot be removed or rearranged within the official personnel file during review.
12. Requests concerning past or present employee personnel information should be referred to the Administrator who will respond to inquiries from agencies and the general public regarding disclosure of official personnel data.
13. In accordance with the Florida Public Records Act, copies of personnel files may be made and furnished to requesters upon payment of the statutory fees. Money collected is remitted to the Town's general fund. Employees are not charged for single copies made from their official personnel files. However, they shall be charged the established rate for additional copies. The Town Clerk is responsible for reviewing a personnel file prior to production or copying to ensure all material that is confidential or exempt from public records disclosure has been covered. If the Clerk's file is at issue, the review will be conducted by the Town Administrator.
14. Official personnel files must be retained for a length of time determined by the State of Florida Bureau of Archives and Records Management. This period is currently twenty-five (25) years following the employee's effective date of separation from Town employment. Because of the permanency of such records, the Administrator must carefully review documents to determine their necessity before requesting entry of non-mandatory records into the official personnel file. The Administrator is authorized to develop administrative procedures concerning the proper storage of, and access to, records, including medical files, of current or former employees.

Work Week; Hours of Work; Compensation

1. Due to the variety of services provided by the Town to its residents, certain employees may be required to work varying days and hours. The Administrator schedules work hours that are necessary and beneficial for the efficient operation of the Town. It is the responsibility of the Administrator to manage overtime within budgetary constraints. Pursuant to 29 C.F.R. § 553.23, by accepting employment with the Town, all overtime-eligible employees agree that the Town may elect to provide compensatory time in lieu of payment of overtime work in cash pursuant to its compensatory time policies. Employees may also be required, at the discretion of the Town, to use compensatory time in lieu of vacation pay when requesting vacation time off.
2. Non-Exempt Employees
 - a. For purposes of this Policy, all employees not considered exempt will be considered non-exempt, and therefore subject to the minimum wage and maximum hour provisions of the Fair Labor Standards Act (FLSA). Non-exempt employees are eligible to earn overtime or compensatory time at one and one-half (1 ½) times their hourly rate.
 - b. Whenever a non-exempt employee becomes promoted or reclassified to an FLSA-exempt position, the employee shall have any accrued compensatory time paid to him/her at their rate of pay of the non-exempt position they held immediately prior to their promotion.
3. Exempt Employees:
 - a. For purposes of this Policy, exempt employees are expected to work whatever hours are necessary to accomplish assigned duties and responsibilities. However, it is recognized that because exempt employees are often required to work irregular and/or extended hours, it is appropriate that they be provided a certain latitude in occasionally being away from their place of work during normal work hours. It is the responsibility of the Administrator to determine if exempt employee absences are inappropriate.
 - b. Exempt employees are not eligible to be awarded compensatory time.
 - c. The final determination as to which Town positions are to be classified as Fair Labor Standards Act overtime exempt will be made by the Administrator, with appropriate advice from the Town Attorney.
4. Allocation of Work Hours, Workweek and Work Period:
 - a. The workweek starts at 12:00 a.m. on Saturday and ends at midnight the following Friday. The normal full-time work schedule includes forty (40) hours during the workweek. These hours should not be construed as either a fixed minimum or maximum. Work hours that exceed a normal workweek may be required. Except as

provided herein or as determined by the Commission or the Administrator, normal Town Hall business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

- b. Lunch periods – Bona fide meal periods (employee is completely relieved from duty for the purpose of eating regular meals) are not work time and are unpaid. The time scheduling and length of lunch periods are coordinated between the employee and the supervisor, according to that Town operating unit's needs. (Note: There is no federal or State of Florida law requiring meal breaks in industries or offices, with the exception that minors 17 years of age or younger shall not be permitted to work for more than 4 hours continuously without at least 30 minutes for a meal period.)
- c. Break (rest periods) – Breaks (usually not more than 15 minutes each) may be permitted by supervisors when the work requirements allow them, and must be allowed for nursing mothers to express milk for up to one year after birth. Break periods are considered to be rest periods and must fall within working hours (work is performed immediately preceding and following the break period) and may not be accumulated for additional time away from work. (Note: There is no federal or State of Florida law requiring rest periods, but if they are offered, they must be counted as hours worked.)
- d. Flextime is the generic term for flexible scheduling programs – work schedules that permit flexible starting and quitting times within limits set by the Administrator. Flextime requires employees to work a standard number of hours within a given time period (usually forty (40) hours during a five-day work week). The Town Administrator has the option to authorize the use flextime if it is determined that doing so can better meet the unique needs of a given Town operational unit. However, no Town operating unit or supervisory employee may permit use of flextime until the Administrator approves a flex time use procedure which, upon approval, will be published to the employees in that unit, and which will be uniformly applied within that unit.
- e. Work-at-Home Program – Given the Town's limited number of employees, and the fact that the Town's employees directly serve residents and customers in person on a daily basis, the Town does not recognize a Town-wide work-at-home program. There may be times when certain projects could be performed by employees who are at home due to extenuating circumstances. Any such projects must be authorized by the Administrator prior to work being done. If a project is approved to be completed at home, the project must be familiar to the employee concerned and have definite parameters for measuring time necessary to perform the work. Town equipment is not to be used outside the regular workplace, unless authorized by the Administrator. All time worked at home must be reported.
- f. Medical Attention – In accordance with 29 C.F.R., § 785.43, time spent by an employee in waiting for and receiving non-elective medical attention on the premises or at the direction of the employer during the employee's normal working hours on days when he or she is working constitutes hours worked except for worker compensation visits.

- g. Furlough – Notwithstanding any other provision of these policies to the contrary, where the Commission or Administrator determines that current budgetary conditions require a reduction in the overall hours employees work in order to remain within the authorized budget, the operational hours of any one or more office, service or function of the Town may be reduced for one or more weeks, days or hours, either consecutively or sporadically. Such periods of reduction may be either by complete closure or operation with a less than full staff as deemed necessary. Employees working within such offices, services or functions will be placed on unpaid furlough during such periods, and hours spent on furlough shall not count as hours worked for any purpose. Pursuant to 29 C.F.R. § 541.710(b), the Administrator is authorized to deduct hours spent on any furlough from any employee being compensated on a salary basis if budgetary constraints require the deduction.
- h. Electronic Timekeeping – In recognition of the limitations which may be inherent in any electronic timekeeping systems the Town may now or in the future use, including limitations on the delineation of actual lunch or break schedules, non-exempt employees who are unable to enter the actual chronological times for such events shall not be subject to discipline for falsifying records. FLSA non-exempt employees must, however, ensure that their actual hours worked each day are truthfully and accurately recorded in any such system to ensure proper payment of wages due, including overtime pay.

5. Pay Eligibility

a. Extra Hours

The necessity to work extra hours is made at the discretion of the Administrator. It is important that the Administrator ensure that extra hours are distributed equitably among employees in the same job class qualified to perform the work, while giving consideration to the personal wishes of employees involved. However, it is ultimately the Administrator's decision to designate who will perform the extra hours.

For overtime control purposes, overtime-eligible employees are prohibited from coming to work early and leaving late for purposes of conducting work, or working through lunch periods or bringing work home, unless specifically authorized by the Administrator in advance. The Administrator shall monitor the workplace to ensure that employees who are not scheduled to be working do not remain in the workplace. Nothing herein is intended to prevent an employee from remaining in a Town building during a meal period. However, during such period, the employee is not expected to, and is prohibited from, performing work of any kind (including answering phones or reviewing emails) for the Town.

An employee shall be required to work overtime when assigned unless excused by the Administrator. An employee who refuses to work overtime when assigned will be subject to disciplinary action for said refusal. An employee scheduled to work overtime who fails to fulfill the assignment for reported medical reasons will, at the Town's discretion, be required to substantiate the medical absence with a doctor's note or similar proof.

Overtime or compensatory time shall be documented by such paper or electronic time off request process as the Town may currently use. However, if this is not feasible, a schedule of work hours or other form of written documentation should be available to support the designation of overtime or compensatory time.

All hours worked over forty (40) in a workweek are considered overtime and are compensated by overtime pay or compensatory time as agreed or understood before the work in excess of forty (40) in a workweek is performed. Absent emergency circumstances, overtime must be approved in advance by the Administrator.

When a non-exempt employee is designated as "acting" in an open exempt position (such as acting Town Clerk or acting Town Administrator due to such official's separation), the employee shall be compensated during this acting status as an FLSA exempt employee and shall therefore not be eligible for overtime or compensatory time.

However, when a non-exempt employee is only temporarily fulfilling the duties normally associated with an exempt position (such as to cover for a vacationing Town Clerk) in addition to her/his normal duties, the employee shall continue to be paid her/his normal rate of pay, and shall be eligible for overtime and compensatory time, as may normally be applicable.

For purposes of this Policy, exempt employees are paid on a salaried basis and are expected to work the hours necessary to accomplish assigned duties and responsibilities. Paid extra hours are only to be considered under the terms of an approved performance bonus plan compliant with Florida Statutes § 215.425(3).

- b. Compensatory (Comp.) Time. Time off in place of overtime is called compensatory (comp.) time.

Non-exempt employees scheduled for extra hours of work designated as comp. time are credited at the rate of one and one-half (1 ½) hours for each hour worked. Used comp. time (reflected on an employee's timecard) is deducted from the compensatory time accrual account hour for hour and does not count as hours worked.

Employees may be required to utilize compensatory time in lieu of leave time at the discretion of the Administrator.

Non-exempt employees are prohibited from accumulating comp. time balances in excess of one-hundred forty (140) hours. Such employees who perform work and are not eligible for the accumulation of additional comp time shall be compensated by regular or overtime pay as the case may be. By accepting and continuing employment with the Town, employees consent to be paid comp. time in lieu of overtime pay at the discretion of management.

Comp. time hours shall be paid out when an employee is promoted or reclassified to an FLSA-exempt position, or when an employee separates (voluntarily or involuntarily) from Town service.

An employee who has accrued compensatory time, and requests use of the time, must be permitted to use the time off within a reasonable period after making the request, if it does not unduly disrupt the operations of the agency (29 U.S.C., § 207 (O)(5)). Comp. time cannot be used in lieu of sick leave if sick leave balances are available.

6. On-Call Status

An employee required to remain on-call (on Town premises or so close that he/she cannot use the time effectively for personal purposes) is considered to be working in an on-call status. On-call hours are designated as work hours for the workweek and count towards overtime. On-call hours for non-exempt employees are eligible for overtime and compensatory time.

On-call employees must always be reachable by a pre-designated means of communication and able to arrive at the work location within the time established by the Administrator or designee. As employees are compensated for on-call assignments, they must refrain from drinking alcohol, taking medications or engaging in any other conduct which would prevent being ready for duty. Further, if they are unavailable when called in, they will be subject to disciplinary action and will not be paid any on-call pay for that assigned period. On-call assignments should be distributed equitably among qualified employees, consistent with operational needs.

Exempt employees are ineligible for on-call status.

7. Standby Status

Employees who are not otherwise informed that they have been scheduled to work and who are placed on standby status (instructed to be available but otherwise able to use the time effectively for personal purposes) may remain at home, or they may leave word how (cell phone, etc.) and where they can be reached, but they must do one or the other. These employees receive straight time pay (compensatory time not allowed) for hours designated as standby assignment, with maximum accruable hours of three (3) in a 24-hour period. Standby hours must be outside the scheduled (regular or modified-schedule) workday, and may not be assigned to or worked by employees who do not work their regularly-scheduled shift immediately prior to standby assignment, or who are unable to respond, due to illness. Employees who receive advanced notice of a requirement to report for duty, even where such work is to be performed outside of a regular schedule, are not eligible for standby pay. Since assigned standby hours can vary according to circumstances, the following standby pay rules shall apply:

- Less than five (5) hours of standby status is ineligible for standby pay
- One (1) hour of straight time pay for 5 up to 9 hours of standby status

- One and one-half (1.5) hours of straight pay for 9 up to 12 hours of standby status
- Two (2) hours of straight pay for 12 up to 16 hours of standby status
- Two and one half (2.5) hours straight pay for 16 up to 20 hours of standby status
- Three (3) hours of straight pay for 20 up to 24 hours of standby status

If employees on standby status are required to report for duty, they are paid for hours worked, with a minimum of two (2) hours for the first "call out" regardless of time spent responding. Thereafter, employees shall only be paid for the actual hours worked on subsequent "call outs" during the standby period. Call-out hours count as hours worked towards overtime.

Employees placed on standby assignments must always be reachable by a pre-designated means of communication and able to arrive at the work location within the time established by the Administrator. As employees are compensated for standby assignments, they must refrain from drinking, taking medications or engaging in any other conduct which would prevent being ready for duty. Further, if they are unavailable when called in, they will be subject to disciplinary action and will not be paid any standby pay for that assigned period.

Exempt employees are ineligible for standby pay.

8. Payroll Records

The Town's work time records or timecards are designed to meet the record-keeping requirements of the FLSA. The Administrator is responsible for ensuring a record of work schedules for non-exempt employees is maintained.

Exempt Employees: Due to their exempt, salaried status, and the expectation that they are often required to work irregular and extended hours while having the latitude of occasionally being away from their workplace during normal work hours, exempt employees complete payroll records but do not have to complete a daily record of time worked. For payroll accounting purposes, such employees will need to record absences charged to employee benefit accounts (i. e., sick, vacation, holiday, etc.). Exempt employees are not required to create records of time worked unless absences are charged to their accrued leave accounts.

Non-Exempt Employees: All hours (paid, unpaid or charged to accrual accounts) must be recorded in the Town's paper or electronic time and attendance system daily for the non-exempt employee's scheduled work periods. Pay, including overtime pay, is calculated for each workweek, and paid (if overtime pay) or credited (if comp. time) to employees on the Town's chosen weekly or bi-weekly pay period. Non-exempt employees are required to sign their time records, either physically or, where provided, via electronic means.

9. Compensation During Emergency

Emergency Conditions: When the Town Commission formally declares a state of emergency, Town employees who hold positions designated to perform essential services

during the actual emergency declaration period shall report to work when required. The Administrator may also require employees who perform essential services to work during actual or impending extreme emergency situations or conditions (weather, hazard, etc.), not declared as a "state of emergency."

Pay for Work During Declared Emergency: During a declared emergency, Town offices and operations may close. Employees who are not directed to work in any capacity during such closure must not report for duty during such periods. Employees are not authorized to designate themselves as essential or to perform work of any kind for the Town during a closure of Town offices and operations, unless expressly directed to work by the Administrator.

For all employees in positions classified as FLSA exempt, such employees will receive no additional compensation for any hours worked during any declared emergency. FLSA non-exempt employees shall receive compensatory time at 1.5 times their regular hourly rate of pay for any hours worked during any declared emergency regardless of what non-emergency hours he or she may have worked during any given work week and regardless of what specific work assignment such employee is given during the emergency period.

Non-FLSA exempt employees shall not be compensated for any time off during such periods. FLSA exempt employees shall be paid their established salaries except that if they are not directed to perform any work during the entire work week, such employees shall not receive their salaries for that week.

Employees who are not compensated due to a closure during a declared emergency may, at their discretion, use any available vacation or compensatory leave to accommodate otherwise unpaid periods. Employees may not use sick leave for such periods unless they demonstrate through medical documentation to the Administrator's satisfaction that they were medically unable to perform their duties during the period in question.

In the event a Town holiday falls on a day where the Town is closed due to an emergency condition, compensation of the holiday for employees not required to report for duty shall be as provided for in this policy with respect to holiday compensation. Employees required to work on a holiday during a declared emergency shall be entitled to take the equivalent unpaid time off with no reduction in leave balance once the declared emergency ends and the leave may be scheduled with the Administrator.

All employees with pre-approved leave requests covering the declared emergency period, regardless of leave type, are subject to having such leave cancelled and to being recalled to duty during the emergency period. The Administrator shall make every effort to accommodate pressing conditions, and ill employees, when determining which employees to call back from leave.

Failure to Report for Duty When Assigned: Any employee required to report for duty during an emergency condition who fails or refuses to report and/or to perform duties as directed will be subject to termination from employment. Failure to monitor on-call or

stand-by phone numbers and respond to calls will constitute a failure to report. The only exception to this policy will be for employees physically or medically unable to report or perform as ordered. For medical conditions, the Town will require after-the-fact medical verification of medical conditions, and reserves the right to require second opinion examinations. Employees claiming a physical inability to report when required are not permitted to cite a mere fear of travel during the emergency condition, or a general concern for not staying with family. Employees, particularly those designated as being critical responders during emergency conditions, have a responsibility to plan ahead for the safety and welfare of their families and the securing of their property so that they will have the ability to report when called. Only extraordinary incidents of inability to report wholly beyond the employee's ability to control will be excused. The Administrator is considered a critical responder. Other employees will see such designation in their written job descriptions.

10. FLSA Compliance

It is the Town's policy to comply with applicable wage and hour laws and regulations. Accordingly, the Town intends that deductions be made from your pay only in circumstances permitted by the Fair Labor Standards Act and the U.S. Department of Labor's rules governing the salary basis for pay for exempt employees. The improper pay deductions specified in 29 C.F.R. §541.602(a) may not be made from the pay of employees subject to the salary basis test.

If you have any questions or concerns about your salaried status, or you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately raise the matter with the Administrator. If you have raised a concern and it is not resolved within ten (10) business days, or if, for any reason, you are uncomfortable discussing the matter with the Administrator, you must submit your question or concern to the Mayor Commissioner or Town Attorney for review and response.

To ensure the Town understands your question or concern and is able to conduct a proper review, any such question or concern which seeks the payment of wages allegedly owed must be made in written form. Any such question or concern must, at a minimum, include the employee's name, a brief description of the facts related to the question or concern, and any prior response the employee may have been given by any Town official. The pay period(s) at issue should also be identified. If you are unable due to disability to submit your concern in writing, the Administrator will assist you in formalizing your question or concern, which you will then be asked to review and sign to ensure its accuracy.

The Town is committed to investigating and resolving all compensation disputes as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any question or concern will be responded to within a reasonable time given all the facts and circumstances. If a review of the matter reveals you were subjected to an improper deduction from pay, you will be reimbursed and the Town will take whatever action it deems necessary to ensure compliance with overtime rules and the salary basis test in the future.

11. Reclassifications and Reorganizations

Market factors, evolving priorities, evolutions in equipment and materials, employee input, grant funding, or changing organizational needs may cause a particular position classification within the Town to become subject to change. The Town continually evaluates these factors against classified positions accordingly and at times determines, where the position is not wholly eliminated, to re-classify and/or reassign one or a group of positions to better serve the needs of the Town and its citizens. Such reclassifications/reassignments can be minor or significant, and may result in enhancing one or more positions and related duties and requirements, or decreasing duties and requirements. Such reclassifications/reorganizations are solely within the discretion of the Town and no employee possesses any right or expectation to hold or keep any one position or set of duties.

12. Performance Pay

In addition to any general wage adjustment that the Town Commission may from time to time adopt, the Commission may by separate resolution adopt a compensation program which includes variable wage increases linked to job performance. Such program may distinguish between exempt professional and managerial classifications, and full and part time hourly compensated employees. As to hourly employees, any such program shall be based upon quantifiable measures of performance and shall be designed and administered to ensure discrimination, favoritism or inconsistent application of eligibility criteria do not occur. In addition, pursuant to Florida Statutes § 215.425(3), the Town Commission may from time to time adopt, by resolution, a performance bonus plan based on work performance which describes the performance standards and evaluation process by which such awards are to be given. Any such plan must be noticed to all employees prior to implementation. Nothing herein shall be interpreted as creating any requirement to develop or budget funds for pay for performance or bonus programs or policies, nor as creating an entitlement on the part of any employee to receive same.

Holidays and Benefits

1. Paid holidays are established by the Town Commission prior to the beginning of every calendar year. If a paid holiday falls within a scheduled sick or vacation day, the holiday is not counted as a sick or vacation day.
2. In addition to its sick and vacation leave allowances, the Town strives to offer its full-time employees a comprehensive and generous array of health, life, dental, accidental death and dismemberment, and long-term disability insurance options at favorable premium and deductible levels. The Town also strives to provide employee assistance programs, and facilitates retirement benefit programs and a worker's compensation program. The Town also encourages employee wellness by striving to offer wellness and fitness membership options.
3. Due to the evolving nature of the employee benefits landscape, for details on the Town's most current benefits package and insurance options, employees and job applicants should consult with the Town's Administrator.

Leaves of Absence

1. Vacation Leave

- a. Full-time employees who fill established positions earn Vacation Leave credits. For health and well-being purposes, employees are encouraged to use their vacation leave each year and the Administrator shall strive to ensure employees are given that opportunity. Scheduling preference (where such decisions become required such as traditional holiday seasonal request increases) will be made by the Administrator based upon the operational needs and efficiencies of the relevant operating unit of the Town, seniority, timing of the request, and any other factors which the Administrator deems appropriate.
- b. Vacation accrual begins on the first day of full-time employment. Vacation is accrued according to the schedule in this Policy. Vacation can be used after it is earned in no less than ½ hour increments. Accruals are tracked by the calendar year. If an employee has a vacation leave balance at the end of the employee's anniversary date, the employee may carry forward up to ten days to the next year. All other accrued but unused vacation hours will be forfeited on that date.
- c. Employees earn vacation leave according to the following:
 - (1) Date of hire through the first year's anniversary date: 0.77 hours per work week (40.04 hours of vacation annually).
 - (2) Start of the second anniversary year through the fifth year of employment anniversary date: 1.54 hours per work week (80.08 hours of vacation annually).
 - (3) Start of the sixth anniversary year through the eleventh year employment anniversary date: 2.31 hours per week (120.12 hours of vacation annually).
 - (4) Start of the twelfth anniversary year through thirty years: 3.1 hours per work week (161.20 hours of vacation annually).
 - (5) Start of the 31st year and up: 3.85 hours per work week (200.20 hours of vacation annually).
 - (6) When hours worked and paid are less than the scheduled hours, the vacation hours accrued will be calculated on a pro-rata basis.
- d. Vacation leave for non-exempt employees (which should generally be scheduled no less than three (3) workdays in advance), regardless of whether such leave is used for actual vacation or other purposes such as court appearance, etc., will not be counted as hours worked towards overtime.

- e. Vacation leave will not be earned during an unpaid leave of absence. Each employee shall not earn paid annual vacation leave for any time worked over the standard forty-hour workweek or during periods when that employee is in an unpaid status, such as being on leave of absence without pay, on suspension without pay, or on unpaid administrative leave.
- f. Employees may not begin using vacation leave until after having worked six months. Approved vacation leave will be paid in accordance with the number of hours regularly scheduled to work that day. Employees taking less than a full workday shall be paid vacation hour for hour in no less than ½ hour increments.
- g. An employee who, upon separation from employment, has given proper notice and is in good standing with the Town, and who does not resign while presently under an investigation for misconduct, will be paid for accrued but unused vacation time, at the employee's current hourly rate.
- h. Employees are not permitted to schedule or use more than three weeks of compensatory or vacation time in advance of their planned resignation or retirement from Town employment.
- i. Employees shall forfeit all vacation payouts under this section if employment terminates because the employee:
 - (1) Has been found guilty in a court of competent jurisdiction of committing, aiding, or abetting any embezzlement or theft from the employee's employer or bribery in connection with the employment; or
 - (2) Has been terminated by reason of the employee having admitted to committing, aiding, or abetting an embezzlement or theft from his or her employer or by reason of bribery; or
 - (3) Prior to termination or retirement, is found guilty of, or adjudged by a court of competent jurisdiction to have violated any state law against strikes by public employees; or
 - (4) Was terminated for the commission of any felony with the intent to defraud the public or a public agency of the right to receive the faithful performance of his or her duty as a public officer or employee, realizes or obtains, or attempts to realize or obtain, a profit, gain, or advantage for himself or herself or for some other person through the use or attempted use of the power, rights, privileges, duties, or position of his or her public office or employment position.
 - (5) The forfeiture of leave payout pursuant to this policy is supplemental to any other forfeiture requirements related to public officers or employees provided by law.

- (6) Forfeiture shall also occur where the employee resigns from employment after having been charged by the Town or other law enforcement authority with any of the above acts but prior to having been terminated.
 - j. Use of vacation leave credits cannot be authorized prior to the time they are earned and credited. Vacation leave hours are used only with approval from the Administrator.
 - k. If an employee becomes sick/injured during approved vacation leave, the leave hours may be converted to sick leave only if the time record has not been processed by payroll.
 - l. Sick Leave accruals cannot be used or paid out as vacation leave.
 - m. Notwithstanding any provision of this Policy referring to "anniversary date" or "calendar year," accruals of leave balances shall be governed by the Town's adopted payroll tracking system, and may be calculated by the payroll calendar year used by that system.
 - n. Deferred Retirement Option Program (DROP). An employee who elects to participate in the FRS's DROP programs as described in Florida Statutes § 121.091(13), will be subject to the following provisions:
 - (1) Upon entering the DROP program, an employee may opt to be paid for all or any part of unused accrued vacation up to the cap amount set forth above.
 - (2) A DROP employee in the retirement/pension plan will not be eligible for payment of unused sick time entering the program, but will be eligible at full retirement from the Town (the end of the DROP period).
2. Sick Leave
- a. Full-time employees earn sick leave credits as of the first day of work. From the date of hire through the first year of employment anniversary date, the employee accrues sick leave at 0.77 hours per week (40.04 hours sick leave annually). From the beginning of the second year of employment forward, the employee accrues sick leave at 1.54 hours per week (80.08 hours sick leave annually). Sick leave credits earned will be prorated in the event non-exempt employees work more or less than 40 hours in a work week. Employees shall not earn sick leave credit for any time worked over the standard forty-hour workweek or during periods when the employee is in a non-paid status.
 - b. An employee may not use sick leave prior to having worked for the Town for at least six months. Employees using sick leave are paid at the hourly rate in effect at the time the approved sick leave is taken.
 - c. Sick leave must be taken in no less than ½ hour increments.

- d. In the discretion of the Administrator, the Town may require an employee to provide documentation from the employee's doctor confirming the employee's medical need to be absent. Such documentation may be requested where, for instance, the employee appears to have developed a pattern of using sick leave where no actual illness is apparent, or calling in sick on Mondays or Fridays, or for similar reasons. Sick leave pay may be denied to any employee who fails to provide requested medical documentation. Any medical documentation submitted by an employee to support a sick leave request will be kept in the employee's separate medical file and treated as confidential to the full extent allowed by Florida's public records laws. Sick leave use which is later proven to be false (such as using sick leave to take vacation) will subject the employee to discipline.
- e. Sick leave earned during any pay period is credited to the employee on the last day of that pay period. In the case of employment termination, it is credited on the last day the employee is on the payroll.
- f. Sick leave requests shall be submitted to the Administrator for review and approval. Use of sick leave credits cannot be authorized prior to being earned and credited, and sick leave can only be used with approval from the Administrator.
- g. Sick leave hours are charged to an employee's sick leave account. If accumulated sick leave is exhausted but the employee remains unable to report due to illness or injury, the employee may use vacation and compensatory time to cover the remainder of the absence.
- h. Sick leave is provided by the Town for an employee's personal illness, injury, or exposure to a contagious disease which could endanger other employees. For purposes of this Policy, personal illness includes complications in pregnancy, miscarriage, childbirth, and recovery from these. Sick leave may also be used during an employee's non-emergency healthcare provider (physician, dentist, etc.) appointment where such appointment could not be scheduled during non-work hours. Sick leave is not available for use due to the illness or injury of someone who is not the employee. If an employee desires time off to care for or assist someone else who is sick or injured, the employee may request vacation or comp time use. Note: Medical Attention - In accordance with 29 C.F.R., § 785.43, time spent by an employee in waiting for and receiving non-elective medical attention (with the exception of worker compensation-related visits) on the premises or at the direction of the employer during the employee's normal working hours on days when he or she is working constitutes hours worked.
- i. The employee has the responsibility of notifying the Administrator when sick leave absence is necessary. This notification should be given prior to the absence, if possible, or as soon as possible on the first day of absence. Upon request, an employee may be permitted to use sick leave credits if the following procedures are followed:
 - (1) Prior to authorizing an employee to use sick leave credits, the Administrator may require the employee to certify that the absence is for reasons outlined in this Policy.

- (2) After three (3) consecutive workdays (regardless of number of scheduled hours in any workday) of sick leave absence, the employee shall be required to provide medical documentation from her or his doctor before being authorized to use additional sick leave credits unless deemed unnecessary by the Administrator based upon facts already known which confirm the need for the sick leave use.
 - (3) Employees on extended sick leave may be required to report periodically as to their anticipated return to full duty date.
 - (4) Employees using sick leave may be required by the Town to convalesce at a specific location, such as a health care facility or at home where deemed necessary by the Administrator to prevent abuse of sick leave.
 - (5) Upon returning to work following a long-term illness or injury, an employee may be required to provide medical certification from her or his doctor showing she/he is safely able to perform the essential functions of her/his job with or without reasonable accommodation.
 - (6) An employee who refuses to comply with the above-stated requirements is not eligible to use sick leave credits. Any unapproved absence from work will be considered unauthorized and may subject the employee to disciplinary action.
- j. Light Duty. An employee who provides written documentation from her/his doctor indicating that the employee is unable to perform her/his regular job duties due to an accident, illness, or medically related reason may, with the approval of the Administrator, be placed on light duty status or assigned to perform other temporary duties which will not be prohibited by the condition during recuperation, within the following guidelines:
- (1) The employee's hourly rate of pay remains the same.
 - (2) If requested by the Town, the employee submits to a physical examination by a medical doctor (selected and paid for by the Town) prior to approval (or continuation) of the temporary status. Failure to comply could result in denial of use of further sick leave.
 - (3) The temporary light duty status may be approved by the Administrator for a period not to exceed three (3) consecutive months.
 - (4) Requests to remain in the temporary status in excess of the three-month period must be authorized by the Administrator. Such requests will only be considered under exceptional circumstances.
 - (5) Approval of temporary light duty is in the sole discretion of the Town and is conditioned upon the availability of budgeted payroll funds to pay the employee

and/or temporary workers at the same time, the disruption which may be caused to other workers in the workplace, the operational needs of the Town, and the availability of actual, bona fide light duty work to be done. The Town will not create light duty work where none actually exists.

- (6) With documentation from a doctor stating the employee may return to regular, unrestricted, full duty status, the employee will resume his/her regular position.
- (7) When approved to return to regular, unrestricted, full duty status, failure by the employee to do so could result in termination of employment.
- (8) Approval of temporary light duty does not signify the Town's agreement that the employee is a qualified individual with a disability under the Americans with Disabilities Act ("ADA") or the Rehabilitation Act, or abrogate any defense that the Town may have under these or similar civil rights laws.
- k. Employees who are determined to be unable to perform the essential functions of their job may request a reasonable accommodation under the ADA if such accommodation would then allow the employee to perform her or his essential job functions. Since light duty does not allow the employee to perform all of her or his essential duties, light duty is not a reasonable accommodation.
- l. Payment of Unused Sick Leave. Upon retirement, resignation or position elimination, and where an employee separates in good standing and having provided at least two weeks notice, an employee will be paid all accrued unused sick leave earned through the last day of actual work as follows:
 - 1. Date of hire through the second anniversary of the employee's hire date: Not eligible for payout.
 - 2. Start of the third year of employment through the sixth anniversary of the employee's date of hire: 20% of accrued sick leave not to exceed 200 hours.
 - 3. Start of the seventh year of employment through the nineteenth anniversary of the employee's hire date: 30% of accrued sick leave not to exceed 240 hours.
 - 4. Start of the twentieth year and beyond: 40% of accrued sick leave not to exceed 400 hours.

The unused hours shall be paid at the employee's rate of pay as of the employee's retirement date.

- m. Employees shall forfeit all sick leave payouts under this subsection if employment terminates because the employee:

- (1) Has been found guilty in a court of competent jurisdiction of committing, aiding, or abetting any embezzlement or theft from the employee's employer or bribery in connection with the employment; or
 - (2) Has been terminated by reason of the employee having admitted to committing, aiding, or abetting an embezzlement or theft from his or her employer or by reason of bribery; or
 - (3) Is adjudged by a court of competent jurisdiction to have violated any state law against strikes by public employees; or
 - (4) Has been found guilty by a court of competent jurisdiction of violating any state law prohibiting strikes by public employees; or
 - (5) Was terminated for having committed any felony with the intent to defraud the public or a public agency of the right to receive the faithful performance of his or her duty as a public officer or employee, realizes or obtains, or attempts to realize or obtain, a profit, gain, or advantage for himself or herself or for some other person through the use or attempted use of the power, rights, privileges, duties, or position of his or her public office or employment position.
 - (6) The forfeiture of leave payout pursuant to this policy is supplemental to any other forfeiture requirements related to public officers or employees provided by law.
 - (7) Forfeiture shall also occur where the employee resigns from employment after having been charged by the Town or other law enforcement authority with any of the above acts but prior to having been terminated.
- n. Notwithstanding any provision of this Policy referring to "calendar year," accruals of leave balances shall be governed by the Town's adopted payroll tracking system, and may be calculated by the payroll calendar year used by that system.

3. Bereavement Leave

- a. Paid leave may be authorized for full time employees who have worked for the Town for at least six months who have a death in their immediate families according to the following provisions:
- (1) Bereavement leave may be authorized (excluding holidays if scheduled to work the holiday) for up to 3 scheduled workdays.
 - (2) Bereavement leave is separate and distinct from other types of leave and is not chargeable to any accrued leave balance (i.e., sick, vacation, etc.). Bereavement leave does not count as hours worked towards overtime.

(3) In the event a family death occurs during an employee's approved sick, vacation or compensatory time leave, the time missed due to the death may be designated as bereavement leave, if eligible. The actual leave account charged (i. e., sick, vacation, etc.) can be adjusted through a request to the Administrator.

(4) Bereavement leave is paid in accordance with scheduled workdays.

b. **Definition of Immediate Family.** For the purpose of administering this type of leave, "Immediate Family" is defined as the following persons, as related by blood or law to the employee and/or the employee's spouse: spouse, child, step-child, foster child, grandchild, parent, step-parent, grand or great grandparent, step-grand or step-great grandparent, brother, sister, half-brother, half-sister, step-brother, step-sister, or legal guardian. The definition also includes an individual for whom the employee or the employee's spouse is the legal guardian, and any other family member of the employee or of the employee's spouse who was a full-time resident in the employee's household immediately preceding the death.

c. **Proof of Purpose of Leave.** Validation of the request is left to the discretion of the Administrator.

4. Military Leave

a. For purposes of interpreting this Section, the general term "Military Leave" includes both Military Leave, as provided for in subsection (1) below, and Military Call, as provided for in subsection (2) below.

(1) **Military Leave:** In accordance with Chapter 115, Florida Statutes, Town employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or a member of the National Guard, shall, upon presentation of a copy of the employee's official orders, be granted military leave on all days during which the employee is ordered to active duty or inactive duty for training. Such employees shall not be required to work or use accrued personal leave on any day during which they are engaged in training under official orders. Whether continuous or intermittent, such leave with pay may not exceed 240 working hours (30 days) in any one annual period beginning January 1 and ending December 31. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character, including assignments under applicable FEMA or USERRA regulations, shall be without pay unless required by federal law.

(2) **Military Call:** Town employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard, who are ordered to active military duty shall, upon presentation of a copy of the employee's official orders, be granted military leave beginning with the day ordered to duty and ending up to 31 days after the date of release from the military service or from hospitalization continuing after discharge. The first thirty (30) calendar

days of such leave shall be with full pay. (Note: Employees would only be compensated for scheduled workdays during this 30-day period.)

- b. Scheduled workdays for which Military Leave is taken under the rules outlined in subsections a(1) and a(2) above will be compensated as Military Leave or Military Call (as applicable) and will not count towards overtime.
- c. Employees requesting Military Leave shall furnish the Administrator with competent orders from the appropriate military command as valid evidence of such duty status. These orders shall be kept in the employee's departmental personnel file. Since "competent orders" are not always defined or consistent, the Administrator may consult with the Town Attorney for guidance.
- d. Any absence in excess of the limits set in subsections a(1) and a(2) above may, upon request by the employee and approval by the appropriate supervisor, be covered by accrued vacation leave or accrued comp. time. If not requested by the employee or approved by the Administrator as vacation or comp. time, such absences in excess of the limits shall be approved as military leave without pay. However, such leave shall be without loss of seniority or time in service. Should any portion of the leave be paid leave, the employee shall be entitled to accumulate all benefits granted under paid leave status.
- e. Town employees called to active military service will not be discharged, reprimanded, or in any other way penalized because of their absence due to such service. The employee's position may be filled by another employee with substitute or temporary status. Upon separation from the military service, the employee shall be eligible to return to the former position held or a different position in the same class in the same geographic location.
- f. Veteran's Leave: A Town employee filling a regular established position and who has been rated by the United States Department of Veterans Affairs or its predecessors to have incurred a service-connected disability and has been scheduled by the United States Department of Veterans Affairs to be examined or treated for the disability, shall be granted veteran's leave for such reexamination or treatment without loss of pay or benefits. The maximum veteran's leave authorized for this purpose shall not exceed six (6) calendar days in any one annual period beginning January 1 and ending December 31. Hours used are not counted as hours worked toward overtime.
- g. Issues of military leave not addressed in this policy shall be resolved as provided for state employees in applicable provisions of the Florida Administrative Code, Florida Statutes, and federal law.

4. Jury Leave

- a. Whenever an employee (full-time, part-time or temporary OPS) is called for jury duty, upon presentation of the summons to his/her supervisor, the employee will be excused from scheduled workdays and will receive Jury Leave pay for hours actually performing such duty, but not exceeding their scheduled work hours. The employee will not be compensated

by the Town for Jury Leave on unscheduled workdays unless the employee requests to substitute a night or weekend shift or portion thereof immediately preceding or following jury duty. The employee keeps any jury fees received.

- b. Paid Jury Leave hours are considered as hours worked for all compensation purposes including calculating hours worked towards overtime. The Town does not reimburse an employee for meals, lodging, travel, or any other expenses incurred as a juror.
- c. Employees are required to report to work if excused from jury duty during their regular working hours. However, if their scheduled shift has been filled or they are not otherwise needed to complete the shift, they may, with supervisory approval, charge the balance of their scheduled work hours to their vacation or compensatory time leave accounts, or take the time off without pay, but only to the extent they are not able to make up regularly-scheduled hours by means of flex time assignment.
- d. An employee called to jury duty shall promptly notify his or her Administrator and provide a copy of the court summons so that arrangements may be made in advance for his or her absence from work. Where so requested by an employee's Administrator, an employee will provide the head with a statement of actual days spent on jury duty service (such as by memo or e mail) before compensation is approved. Where the Clerk of Court engages in "day prior call in" programs (where unseated jurors call a number to determine whether their presence will be needed the next day), employees who discover their presence at the courthouse will not be required the following day (but who have not yet been released from duty) shall report to work on that day unless otherwise ordered by the Court. Once an employee is released from duty, he or she shall inform the department and report to work.
- e. An employee called to jury duty while on vacation leave shall be allowed jury duty pay for that time served in court which corresponds to his or her regular workday. Such employee shall have his or her vacation leave hours restored provided satisfactory evidence of the time served on jury duty is presented to the department. In the event a holiday occurs during the period an employee is serving on jury duty, he or she shall receive holiday pay for the holiday rather than jury duty pay.
- f. Employees who have a normal work schedule outside the regular business day (night or weekend shifts) who are summoned for jury duty during the business day immediately following the scheduled shift shall, if they request, be permitted to be excused from their scheduled work shift (or portion thereof) immediately prior to the jury duty day, in order to rest or otherwise prepare for their jury service. However, such excused period shall not exceed 8 hours and, where an employee requests to be excused from work for a portion or all a scheduled shift, the employee shall not be compensated for the shift or portion thereof, not actually worked (unless vacation leave is used) but shall only be compensated for jury duty equal to the number of shift hours missed performing such duty. Notwithstanding the general requirement for employees to report to duty should they not be required to spend an entire day of jury duty service, night/weekend shift employees who serve any portion of a day for jury duty without taking time off their regular shift shall be paid for the entire shift, not to exceed the number of work hours scheduled.

5. Witness Leave

- a. An employee appearing as a witness for the Town in a court case or administrative proceeding within the boundaries of Pinellas County, in which the Town is a party, including depositions, post-termination proceedings, mediation or arbitration proceedings, or who is subpoenaed as a witness in a court case or administrative proceeding in which the employee's testimony is related to official Town business, is considered to be on duty during such appearance (not including travel time), even during off-duty hours. The employee must remit to the Town any witness fee received in connection with such appearance. In the event the litigation is in a forum outside Pinellas County, and the employee attends as a witness for Redington Shores, he/she shall be entitled to per diem expenses in accordance with Florida Statutes § 112.061. However, in the event the litigation is in a forum outside Pinellas County, and the employee is subpoenaed by a party other than Redington Shores, the employee may keep any reimbursement of travel expenses, and he/she shall not be entitled to reimbursement of per diem expenses from the Town.
- b. An employee who voluntarily appears at a court or administrative proceeding, as defined above, on behalf of a party litigating against the Town shall be ineligible for witness leave pay by the Town for any time spent at such proceeding and must attribute such time to appropriate available leave balances or take leave without pay.
- c. An employee who becomes a party in or is appearing as a witness in any case other than those described in Paragraph a. is considered to be off-duty and must attribute such time to appropriate available leave balances or take leave without pay. Under such circumstances, the employee is entitled to keep any witness fee received.

6. Leave Related to Disability

a. Workers' Compensation

- (1) An employee who suffers accidental injury arising out of work performed in the course and scope of Town employment may qualify for benefits during periods in which the employee is unable to work, as provided in the Workers Compensation Law, F.S. Chapter 440. Any employee who has suffered an injury or illness while at work is required to report that injury or illness on an appropriate Town form as soon as possible. Supervisors who are aware of such illness/injury are required to provide the appropriate form to the employee, to compel the employee to complete it, and to promptly report the incident to the Administrator.
- (2) An employee receiving workers' compensation wage benefits may, at the employee's election, use available leave balances, in accordance with the relevant leave provisions in this Policy Manual to supplement those benefits. The supplemental payments plus workers' compensation benefits cannot exceed the employee's regular salary. Time

spent by an employee accessing treatment for a workers' compensation covered injury does not count as hours worked toward overtime.

- (3) An employee who is released to light duty by the workers compensation primary care provider may, at the discretion of the Administrator, be assigned to perform other than his/her regular duties during recuperation. An employee who refuses to accept a light duty assignment will be ineligible for other disability leave, may lose workers compensation benefits, and will be subject to disciplinary action for refusal to perform work assigned.
 - (4) An employee who refuses to return to work after being released to unrestricted full duty by the workers' compensation primary care provider will be subject to discipline, including discharge, or may be deemed to have abandoned his/her job and resigned.
 - (5) Nothing in this sub-section (a) eliminates or reduces an employee's rights under Florida law, to appeal workers' compensation decisions, nor should it be read as guaranteeing light duty work. Where no bona fide light duty work is available within the employee's assigned work unit, the employee may be required to remain out of the workplace until the employee's physician certifies she/he is able to return to full duty. While no employee will be retaliated against for having submitted a claim for benefits and will give every opportunity for employees to recover from work-related injuries, the Town reserves its right under law to terminate any employee for the inability to perform the essential functions of his or her job where the needs of the Town so require.
- b. Short-Term Disability Leave/Reasonable Accommodations/Fitness for Duty Exam
- (1) All employees of the Town are expected to be able to perform the essential functions of the positions they hold. At times, a physical or mental impairment may cause an employee to become unable to perform one or more job functions. In such circumstance, it will be the responsibility of the Administrator to work with the employee to identify reasonable accommodations which will permit the employee to perform all essential job functions. This process may take more than one try depending on the specific facts of the case. Though the employee's input on accommodations should be given weight, an employee is not entitled to demand a particular accommodation if the Town wishes to provide a different accommodation, so long as the accommodation will permit the employee to perform his or her essential job functions. The Administrator, with appropriate advice from the Town Attorney, should be consulted where any questions arise over the identification of accommodations.
 - (2) Where the Administrator, through appropriate medical documentation or written representations from the employee, becomes aware that an employee is unable to perform the functions of his/her job due to illness or injury, she/he will explore with the employee any workplace accommodations which may permit the employee to perform the affected job functions. In conjunction with this accommodation search, or in instances where the facts reveal that an accommodation is not possible or legally unreasonable, the Town may require the employee to submit to a fitness for duty

medical examination by a physician named and paid for by the Town. The Town's inquiry will be limited to whether the employee is able to perform job-related functions and if not, the probable duration of the disability and expected return to full duty. If the medical examination confirms that the employee is unable to perform the essential functions of his/her job with or without reasonable accommodation, the employee may request to use any short-term disability policy the employee may have obtained for up to thirty (30) calendar days. The granting of such request is at the discretion of the Administrator. NOTE: Outside of a worker compensation claim or a Town-paid fitness for duty examination, Town staff should NOT be directly communicating with healthcare providers of employees. Instead, all such communication will be made through the employee to the provider in writing.

- (3) If the Administrator approves the use of short-term disability insurance leave, then, at the outset of such leave, the Administrator will inform the employee in writing of the maximum duration of the leave and that, at the conclusion of that time period, the employee is expected to return to unrestricted full duty work, if he/she is able to perform the essential functions of the job with or without reasonable accommodation.
- (4) The granting, denying, or administration of short-term disability leave under this rule relates only to the ability to remain on the Town's payroll as an employee while accessing a short-term disability leave insurance benefits and does not constitute, and is in no way related to, any paid leave policy of the Town.
- (5) An employee authorized to be on short-term disability leave must be paid from the insurance policy first. If absence is authorized beyond those benefits, then sick leave hours are to be used next. If sick leave is exhausted, the employee may request use of any available vacation or compensatory time. If the employee uses all such leave or does not have enough leave to cover the duration of the disability leave period, the employee may request to be placed on leave without pay for the balance of the short-term disability leave period. Such period is at the sole discretion of the Administrator.
- (6) If, at the conclusion of any short-term disability leave period granted, the employee is still unable to perform the essential functions of his/her job with or without reasonable accommodation, the following options are available:
 - (A) The Administrator may require the employee to submit to another medical examination. If the examination reveals that the employee is able to perform the essential functions of the job with or without reasonable accommodation, the employee must return to work or face discharge, or be deemed to have abandoned his/her position and resigned.
 - (B) The employee may request an extension of short-term disability leave for another thirty (30) calendar day period not to exceed a total of three (3) consecutive months. The Administrator may require the employee to produce medical certification indicating that he/she remains unable to perform the essential functions of the job

during these periods. Such requests may be granted under exceptional circumstances, depending on the operational needs of the department.

(C) The Administrator may accept the employee's voluntary written resignation for reason of inability to perform assigned duties.

(D) The employee may be non-disciplinarily separated for inability to perform.

(7) While under short-term disability leave without pay, it is the employee's responsibility to pay any group health and life insurance premiums that are normally paid by the employee. Such monthly premiums must be paid by the employee prior to the effective month of coverage; otherwise, coverage may terminate.

7. Domestic Violence Leave

- a. Pursuant to Florida Statutes § 741.313, an employee who has been employed for 3 or more months is permitted to request up to 3 working days of paid or unpaid leave during any rolling 12-month period if the employee, or a family or household member of the employee is the victim of domestic violence, where such leave is taken to:
 - (1) Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
 - (2) Obtain medical or mental health care for the employee or family or household member to address injuries resulting from an act of domestic violence;
 - (3) Make the employee's home secure from the perpetrator of domestic violence or to seek new housing to escape the perpetrator; or
 - (4) Seek legal assistance or attend court proceedings arising from an act of domestic violence.
- b. Domestic violence leave shall be coded as paid vacation or sick leave (depending on whether the reason for taking the leave is to seek medical treatment or not) to the extent the employee has sufficient balances in his or her relevant leave account. Otherwise, the leave shall be coded as no pay.
- c. Except in cases of imminent danger to the health or safety of the employee or family or household member, an employee seeking domestic violence leave must provide appropriate advanced notice of the leave request, and may be required to produce sufficient documentation to support the requested leave. To the extent an employee provides personal identifying information related to a request for domestic violence leave, such information shall be maintained by the Town as confidential and exempt from public records disclosure, pursuant to Florida Statutes § 741.313(4)(c)(2).

- d. Employees who feel they are not being granted domestic violence leave should contact the Administrator to determine eligibility and obtain a suitable resolution to the matter.

8. Leaves of Absence Without Pay

- a. Leaves of absence without pay will only be allowed upon depletion of applicable accrued leave balances. The exception to this would be an employee who requests a leave of absence without pay to supplement military leave.
- b. The decision to grant leaves of absence without pay is a matter of administrative discretion and must be approved by the Administrator.
- c. Leaves of absence without pay may be approved up to a maximum of three (3) months.
- d. While under a leave of absence without pay, any group health and life insurance premiums that are normally paid by the employee must continue to be paid by the employee. Applicable monthly premiums must be paid by the employee prior to the effective month of coverage; otherwise, coverage will be canceled at the beginning of the delinquent period.

9. Leaves of Absence Related to Judicial Proceedings

- a. If an employee is arrested for, and/or charged with, an alleged violation of a federal or State law, county or municipal ordinance, or an order of a court, and/or becomes incarcerated for such reason, the Administrator shall investigate as necessary for the purpose of determining whether to take disciplinary action and/or whether to place the employee on judicial leave of absence pending judicial proceedings. The decision to place an employee on leave of absence is discretionary with the Administrator. Any decision to place an employee on judicial leave shall be final and not subject to appeal through any grievance process.
- b. While in some cases the Town may elect to await the outcome of judicial proceedings prior to discipline action, the Town reserves the right to make its own determination regarding the facts of the case and whether its personnel rules were violated, regardless of the outcome of any criminal proceedings.
- c. An employee not incarcerated while awaiting disposition of a charge may be permitted to work if it is determined by the Administrator that allowing the employee to work will not adversely impact Town operations or citizen good will, or jeopardize the well-being of other employees or citizens.
- d. Judicial Leave is not a right but an option which may be exercised in the sole discretion of the Town and shall be unpaid. However, an employee must use all vacation leave prior to any unpaid period. Nothing herein should be interpreted as preventing the Town from proceeding to terminate or otherwise discipline an employee at any time after a charge or arrest where the Town possesses adequate information upon which to base its decision.

Non-Disciplinary Separations from Employment

1. Job Abandonment.

Any Town employee absent from his/her position of employment without approval of the Administrator for a period of two (2) consecutive workdays/shifts is considered to have resigned without notice. Leaving an after-hours message, or sending a text or email during an unauthorized absence will not constitute approval. Rather, the employee must make actual contact with the Administrator, inform that official as to why the absence is occurring (arrest, emergency medical issue, etc.), and obtain approval for the duration of the absence.

2. Resignation

- a. Resignation is the separation of an employee from Town employment through submission of a written or verbal notice of intent to resign. An employee's resignation shall be deemed as accepted by the Town the moment it is tendered regardless of any stated effective date, and no supervisor has the authority to reject or permit an employee to rescind a resignation without the express prior authorization of the Administrator.
- b. An employee who wants to leave Town employment in good standing must notify the Administrator at least two (2) weeks prior to leaving. The Administrator may allow the employee, under extenuating circumstances, to give less than two (2) weeks' notice and still resign in good standing. In the event the Administrator determines that it would be in the Town's best interest to deem a resignation notice an immediate resignation or shorten the resigning employee's notice, he/she may do so.
- c. Upon an employee's resignation notice, any interest in continued employment ceases.
- d. Employees who resign from Town employment without two (2) weeks' notice (unless otherwise approved by the Administrator), may not be recommended for rehire, nor be eligible for re-employment, with the Town for one (1) year following their date of termination unless approved by the Town Administrator.
- e. Town employees separating from Town employment may be requested to complete an employee separation survey to provide the Town with input the employee may have about his/her employment experience at the Town. Completion of any such survey will be voluntary and have no impact on a departing employee's benefits.
- f. An employee who takes any step to run for a Town Commission seat, including opening a campaign account for that purpose, filing qualifying paperwork with the Supervisor of Elections, or conducting a press conference or issuing a press release confirming his or her candidacy, shall be deemed to have resigned his or her position with the Town as of the close of business of the date any of these actions are first taken. Nothing herein shall be read or interpreted as preventing an employee from standing for election for any other elective public office or applying for appointment to any appointive public office.

3. Retirement

- a. None of the provisions of this Policy can be construed or interpreted to alter or impair the Town's retirement plan.
- b. There is no mandatory retirement age for employees of the Town unless otherwise provided by Florida Statute or a pension plan provision. Continued employment is determined by the employee's ability to perform satisfactorily in the job classification assigned.
- c. Employee assistance and retirement information is available from the Florida Retirement System (FRS) as needed. Employees are urged to contact the Administrator at least ninety (90) days in advance of the anticipated retirement date to allow time to process any retirement benefit forms required by FRS.
- d. Employees who have retired from Town employment may be re-hired by the Town in any position and under such terms and conditions as the Town may offer, consistent with policies or procedures applicable at the time of application, but subject to FRS regulations.

4. Death

- a. Separation is effective on the date the death occurs.
- b. All compensation due the employee at separation is paid to the beneficiary, surviving spouse, or to the estate of the employee, as determined by law or by executed forms in the employee's official personnel file. The Town will not be able to release final compensation to a surviving spouse or relative just upon request, and proof of the legal right to receive the payment (to the satisfaction of the Town Attorney), may be requested.

5. Layoff

- a. It is the intent of the Town Commission to provide stable employment to Town employees. However, there may be occasions which necessitate a reduction in the Town work force.
- b. A reduction of work force may be instituted in cases of bona fide budget reduction, lack of work, lack of funds, privatization of functions, program or grant discontinuation, technological replacement, or any other significant organizational change or condition of serious financial distress that may occur. When such conditions exist, the Administrator may proceed to lay off an employee or employees. To the extent a reduction in force is necessitated by the Administrator's proposed budget, layoff decisions shall be consistent with the programs, services or operations to be reduced or eliminated by such budget.
- c. A reduction in work force may be made by work site assignment and/or specific function performed and/or unique skills or qualifications held and/or by general job classification and/or by pay grade within the affected Town operating unit. Layoffs which are targeted solely at reduction of salary costs must fairly target the foregoing employee classifications

in a roughly uniform way so as not to cause the layoff of a more senior worker where a more junior employee performing the exact same duties and working at the same location is earning more.

- d. The duties previously performed by a laid-off employee may be reassigned to other employees already working in positions in appropriate job classifications.

e. Layoff Priority

- (1) In the event of layoff, primary consideration will be on the factors set out in Section c above. Thereafter, the order of layoff shall begin with temporary then probationary employees. The next order of layoff shall begin with the employee who has the least seniority.
 - (2) Seniority shall be determined by Town-wide continuous service. Rules of continuous service shall be observed in deciding the date of last hire for the purpose of seniority determination.
 - (3) If two or more individuals should have the same hire date for determining seniority, the employee with the most disciplinary and/or counseling notices shall be laid off first.
 - (4) In accordance with prevailing veteran laws, including Chapter 295, Florida Statutes, certain veterans and spouses of certain veterans may be eligible for preference in retention when layoffs are necessitated. The Administrator shall review layoff proposals to ensure compliance with such laws.
- f. Town employees who are scheduled for layoff shall not have "bumping rights" to other positions in the Town. However, where the Town is able to forecast a layoff in advance, the Town may establish a time period wherein employees subject to a pending layoff will be permitted to apply for other open positions. During this period, such employees shall, when being interviewed, receive preference in hiring where they are at least equally qualified with outside candidates. Nothing herein, however, is intended to require the hiring of any such employee by the Town where another candidate is clearly more qualified for the position.
 - g. Employees scheduled for layoff may, if offered by the Town, elect to accept transfer to vacant Town positions for which they are qualified. Such transfer offers may be made at the discretion of the Town and must be accepted by the employee within 3 days of receipt of the written offer. The employee's pay rate would be adjusted in accordance with prevailing Town policy for any other Town employee changing positions within the Town. Employees who accept a transfer offer under this paragraph shall not be further entitled to any reinstatement to their prior position.
 - h. Employees on layoff status with no offer of transfer, may for a period of twelve (12) months from the date of layoff apply and receive preference in interviewing for any job for which they are minimally qualified.

- i. The Administrator shall ensure the Town's health plan administrator is made aware of any layoffs to ensure proper COBRA notices are provided.
- j. Reinstatement
 - (1) Laid-off employees, who have not accepted an offer of transfer to a different Town position, have priority for reinstatement, according to seniority, in jobs within their classifications at the time of separation for twelve (12) months following the effective date of layoff. Laid-off employees reinstated to those classifications within the twelve (12) month period shall have their previous dates of hire restored (including vacation and sick leave accrual rates and any unpaid sick leave balances in effect at the time of layoff). However, recalled employees may not be offered the rate of pay they had prior to their layoff, where fiscal conditions require a reduced rate for the position. At the end of the twelve (12) month period, all laid-off employees' rights associated with reinstatement are concluded. The Town offers reinstatement to laid-off employees by certified mail to the last known address. (Note: It is the laid-off employee's responsibility to keep the Town notified of any change of address, if he/she is interested in reinstatement.)
 - (2) Reinstatement is offered to laid-off employees provided they are qualified (medical certification may be required) to perform the essential duties of the job, and are in compliance with current pre-employment requirements including the Town's drug free workplace program. A laid-off employee who is temporarily unable to accept an offer of reinstatement due to medical certification may request a delay in starting work, not to exceed thirty (30) calendar days.
 - (3) The return-to-work date for a laid-off employee, who is qualified to return to work and compliant with all pre-employment requirements, is determined by the Town's requirements, but the employee must be available for work no later than two (2) weeks following notice or his/her seniority will be forfeited and he/she is no longer considered eligible for reinstatement under the layoff procedures.
 - (4) If the employee fails to report to work within three (3) business days after receipt of the certified notice or if the employee does not meet all current pre-employment requirements, his/her seniority is forfeited, and he/she is no longer considered eligible for reinstatement under the layoff procedures.
- k. Employees who are scheduled for layoff do not have the right to submit appeals or complaints regarding layoff actions, except for reasons of alleged violation of these policies and procedures governing such reduction of work force, or for alleged acts of illegal discrimination. The Administrator may elect to offer separation agreements to employees subject to layoff using available budgeted wage funds. Such agreements should be developed or reviewed by the Town Attorney prior to being offered.

1. Employees who are scheduled for layoff should contact their health insurance provider to discuss their medical coverage and other health benefits.
 - m. The Administrator shall make all reasonable efforts to provide outplacement assistance and services to laid-off employees to the extent Town resources allow.
6. Disability Separation/Reasonable Accommodation
- a. All employees of the Town are expected to be able to perform the essential functions of the positions they hold. At times, a physical or mental impairment may cause an employee to become unable to perform one or more job functions. In such circumstance, it will be the responsibility of the Administrator to work with the employee to identify reasonable accommodations which will permit the employee to perform all essential job functions.
 - b. Though the employee's input on accommodations should be given weight, an employee is not entitled to demand a particular accommodation if the department wishes to provide a different accommodation, so long as the accommodation will permit the employee to perform his or her job functions.
 - c. An employee may be terminated when he/she is unable to perform the essential functions of the job because of a physical or mental impairment, and where no reasonable accommodation has been identified or such an accommodation is rejected. Separations based on the employee's inability to perform the essential functions of the job under the provisions of this section will not be considered disciplinary terminations.
 - d. If the inability to perform the job occurs due to an on-the-job injury, the employee should be given a reasonable opportunity to reach maximum medical improvement (MMI) as stated by the Workers' Compensation doctor before being separated unless such inability has existed for more than 12 weeks in the immediate prior 12-month period. The point in time at which an employee is considered for separation for an illness or off-duty injury will be dependent upon the operational needs of the Town in conjunction with the availability of a definitive recovery prognosis. Nothing herein prohibits discharge for inability to perform duties, regardless of the source of illness or injury, where the continued non-performance of essential job functions by the employee results in a substantial hardship for the Town's operations.

Disciplinary Actions and Discharges

Since employment with the Town is at-will, employees may be discharged for any or no reason. However, the Town wishes to provide employees with information on what standards will apply to their work with the Town, and information on the Town's disciplinary philosophy.

1. General Provisions

- a. The level of discipline an employee will receive for a given offense varies in each case depending on the employee's past work and discipline record, seniority and the severity of the offense.
- b. Employees may be disciplined by written notice alone (with or without other conditions), suspension, probation, demotion, discharge or combinations of these for an action or failure to act which adversely affects job performance or the efficient operation of the Town or the employee's work unit. It is the intent of the Town that employees succeed within their own work units. Therefore, transferring of unsuccessful employees from one operational area to another is a disfavored practice, and will not generally be used to address employee performance or misconduct issues.
- c. In lieu of formal disciplinary action, the Town Administrator may elect to offer and enter into a last chance agreement or voluntary separation agreement with an employee. The Town Attorney shall assist in the drafting and review of any such agreements.

2. Performance and Conduct Rules

While Town employees may be disciplined or discharged for any or no reason, the following are examples of performance and conduct standards employees are expected to avoid violating:

- a. Incompetency or inefficiency in the performance of assigned duties.
- b. Possession, use, sale, purchase, or attempt to sell or purchase, any illegal controlled substance, on or off duty; misuse of prescription drugs while on duty.
- c. Consumption or possession of any alcoholic beverage on duty or while operating or riding in or on Town vehicles or equipment or immediately prior to driving a Town vehicle or operating Town equipment.
- d. Reporting to work, or working with, the presence of alcohol or illegal drugs in one's body; or failure to inform supervisor of use of prescription or non-prescription medication which may affect the employee's ability to safely and effectively perform job functions, or otherwise reporting to work while either mentally or physically unfit to perform duty.
- e. Refusal to submit to drug or alcohol testing as provided for in this policy or as may be required by law; attempting to contaminate test specimens or otherwise interfering with drug or alcohol testing procedures.

- f. Insubordination including refusing to perform work when assigned, or to comply with written or verbal instructions of the supervisory force, including the use of abusive or threatening language or behavior directed toward a supervisor.
- g. Refusal to fully and truthfully cooperate in an investigation conducted by or at the direction of the Town or to testify at any hearing or proceeding when directed to do so.
- h. Interference with the work of another employee.
- i. Conducting personal business during duty hours.
- j. Unexcused absenteeism or tardiness, including failure to report to duty at any reasonable time.
- k. Political campaigning in writing, orally, or by telephone while on the job or during work hours.
- l. Carelessness or negligence in handling or control of Town property or the improper appropriation of Town property.
- m. Willful or negligent failure to follow safety rules or procedures.
- n. Discourteous, insulting, abusive, or inflammatory language or conduct toward any person, which disrupts the workplace or serves to offend any citizen, vendor or other person with whom the employee comes into contact during the performance of duties.
- o. Inability to perform the essential functions of the employee's position with or without reasonable accommodation, including the inability to maintain regular attendance.
- p. Failure to comply with ethical requirements in law or these Policies, including the acceptance of a gift under circumstances from which it could reasonably be inferred that the giver expects preferred treatment in a Town-related matter.
- q. On or off the job conduct which adversely affects the ability of the employee to perform his/her duties or the ability of another employee to perform his/her duties. This includes conduct that adversely affects the efficient operation of the Town or its work units.
- r. Lying, falsifying an official document including employment applications, medical examination forms, accident records, insurance records, leave or payroll records, purchase orders, or any other dishonesty connected with the employee's job or the operation of the Town.
- s. Unlawful or unauthorized possession, use, or threat of use, of a deadly weapon, including a firearm, ammunition, explosive device, illegal knife, or other weapon, while on duty, on Town property, or in a Town vehicle.

- t. Horseplay, fighting, unsafe conduct, or other disorderly misconduct, while on duty or on Town property.
- u. Violation of a Town rule, procedure, order or regulation, any statute or ordinance related to Town employment, or any provision of this Policy.
- v. Unlawful or improper conduct, either on or off the job, which would tend to affect the employee's relationship to his or her job, his or her fellow workers, or the Town's reputation or goodwill in the community.
- w. Engaging in discriminatory or harassing behavior of a verbal or physical nature which includes, but is not limited to, slurs, epithets, jokes, negative stereotyping, or other acts that relate to race, religion, gender, national origin, marital status, age or disability; or any display or written or graphic material such as photographs or cartoons that denigrates or shows hostility or aversion toward any individual or group because of same; as prohibited by the Town's EEO/AA Policy.
- x. Violation of Florida Statute § 447.505, prohibiting public employees from participating in any strike against a public employer.
- y. Conviction or guilt of a felony or a misdemeanor of the first or second degree as defined by Florida statutes or federal criminal law, without regard to or status of any criminal proceeding, or any violation of a county or municipal ordinance involving moral turpitude, while either on or off the job.
- z. Failure to obtain and maintain, or suspension or revocation, of a state, federal or other license/certificate required or essential to the performance of the employee's job, and failure to inform the Town of such suspension or revocation of license/certification.
- aa. The loss, suspension, or revocation of a driver's license when driving duties and/or possession of a valid driver's license are requirements for the employee's job.
- bb. Use of Town vehicles for other than Town business, or the failure to use seat belts while driving or riding in Town vehicles, or any other violation of the policies on the use of vehicles for Town business.
- cc. Failure to notify the Administrator or employee's Administrator of any criminal arrest, charge or conviction within three (3) business days of such arrest, charge or conviction.
- dd. Operating, using, or possessing tools, equipment or machines to which the employee has not been assigned, or performing other than assigned work.
- ee. Productivity or workmanship not up to required standards of performance.

- ff. Failure to properly wear a complete Town uniform as provided by the employee's department, or to display proper Town identification as required by Town rules.
- gg. Taking more than specified time for meals and rest periods.
- hh. Habitual failure to properly and timely complete record of time worked.
- ii. Knowingly making any unauthorized marks or amendments to time records of oneself or of another, or requesting or soliciting another employee to make such marks or amendments.
- jj. Failure to obtain and keep current the required authorization for outside employment.
- kk. Failure to pay just debts due, including debts to the Town, or failure to make reasonable provision for the future payment of such debts, thereby causing operational disruption to the Town or its employees or agents.
- ll. Failure to report immediately to the Administrator the loss of a Town identification card or access keys.
- mm. Knowingly permitting another person to use a Town identification or access card, or using another person's identification or access card, or altering a Town identification or access card.
- nn. Failure to keep the Administrator notified of current address and telephone number.
- oo. Unauthorized posting or removal of any matter on or from any Town website, social media site, bulletin boards or other Town property.
- pp. Provoking or instigating a fight, or actively participating in a fight during the workday, including breaks and meal periods, or at any time while on Town property.
- qq. Sleeping during work hours.
- rr. Unauthorized distribution of written or printed matter of any description on Town premises.
- ss. Failure to report to the Town Administrator or Town Clerk a request for information, or receipt of a subpoena from an attorney, law firm, or court of law in connection with Town related litigation.
- tt. Unauthorized vending, soliciting or collecting contributions at any time on Town premises.
- uu. Failure to comply with the Town's computer and internet use policies.

- vv. Disregarding job duties by loafing or neglecting work during working hours or stopping work, wasting time, or loitering, or temporarily leaving assigned work area during working hours without permission.
- ww. Failure to follow leave request procedures or giving false information to access leave.
- xx. Being absent without permission or leave.
- yy. Deliberately misusing, destroying, damaging, or causing to be destroyed or damaged, any Town property or property of a co-worker, Town contractor or citizen.
- zz. Making false claims or misrepresentations in an attempt to obtain accident benefits, workers' compensation benefits, health insurance payments, or other benefits.
- aaa. Knowingly harboring without proper treatment, a communicable disease, which may endanger the health of other employees.
- bbb. Concerted curtailment or restriction of production or interference with work in or about the Town's workstations including, but not limited to, instigating, leading or participating in any walkout, sit-down, stand-in, slowdown, sick-out, refusal to return to work at the assigned time for the scheduled shift, or participation in a strike or any concerted activity against the Town as defined in Florida Statutes.
- ccc. Threatening, intimidating, coercing or interfering with fellow employees, supervision or the public at any time, including the use of abusive, foul or obscene language.
- ddd. Failure to report a work-related accident, illness or injury to the Administrator.
- eee. Theft or misappropriation of Town funds or other assets.

3. Violence and Weapons

- a. Under Florida Statutes § 790.06, the carrying or possession of concealed weapons, even with a concealed carry permit, is prohibited for all Town employees while on duty, except for authorized law enforcement personnel. Under Florida Statutes § 790.053, openly carrying any firearm or electric weapon or device is illegal.
- b. Possession, use, or threat of use of weapons, including all firearms and explosive devices, is not permitted in the workplace, on Town property, or in Town vehicles, unless such possession or actions are necessary and an approved requirement of the job. Notwithstanding the foregoing, pursuant to Florida Statutes § 790.251, an employee may keep a legally owned firearm in her or his private vehicle on Town property when such firearm is lawfully possessed and locked inside or locked to that vehicle.

- c. Violence, bullying, intimidation, harassment, or the threat of violence by any employee is unacceptable behavior and will subject the employee to serious disciplinary action, including termination of employment. Bullying is defined as repeated harassment resulting in maltreatment of one employee to another. The Town will cooperate with the appropriate law enforcement agency to prosecute any person who commits violent acts against employees or Town officials, or threatens any kind of violence towards employees or Town officials.

4. Drugs and Alcohol

- a. The Town has zero tolerance for abuse of alcohol and/or drugs in the workplace. The Town provides testing and treatment programs to ensure prevention of substance abuse. Employees with job classifications which are covered by Florida Department of Transportation (FDOT) regulations are subject to random drug and alcohol testing.
- b. The Administrator may use discretion in requiring drug or alcohol testing if a Town employee is injured on the job or appears impaired by alcohol or drug abuse. Although the Town has adopted a drug-free workplace policy, there must be "reasonable suspicion" that drug or alcohol abuse contributed to the accident or inability to perform.

5. Name Clearing Hearings

- a. When an employee is discharged, and where the employee believes that his or her file contains stigmatizing information connected with the discharge, or where a Town official publishes information post-termination and connected with the discharge, and which information the employee believes is stigmatizing, the employee may, within ten (10) calendar days of receiving notice of the publishing of the post-termination information, request a hearing for the sole purpose of responding to the information considered to be stigmatizing.
- b. In the event such request is made, the Town will appoint a hearing officer to conduct a name-clearing hearing, and shall provide the discharged employee an opportunity to clear his/her name as related to the alleged stigmatizing information.
- c. Upon hearing from the former employee and any relevant Town witnesses, a hearing officer appointed by the Administrator may recommend to the Administrator that a demonstrably false or incomplete statement or conclusion in a file be supplemented with the former employee's side, that the Town issue a retraction or clarification of a demonstrably false or incomplete statement to the public, or some other measure requested by the former employee so as to eliminate or reduce the alleged unwarranted stigma. The hearing officer may also decide to make no recommendation if one is not warranted. The mere confirmation that the former employee had been discharged, the fulfillment of a public records request for documents related to the discharge, or the former employee's disagreement with a discharge decision, will not be proper foundations for a name-clearing hearing. Such a hearing shall not entitle the employee to any relief from discharge.

6. General Statement on Conduct and Performance Correction

- a. For corrective action taken against an employee who has violated Town policy, the range of corrective action includes a verbal warning to a formal performance improvement program (PIP) which may include an unpaid suspension from employment. Corrective action will continue until the violation or infraction is corrected.
- b. Each employee's past record, tenure, position held, and other factors will be considered on a case-by-case basis when determining how the employee's misconduct or performance problems are addressed within the correction and disciplinary realm. However, in general, the Town believes in the concept of progressive discipline. Therefore, the steps in corrective action will usually be:
 - (1) verbal counseling/warning
 - (2) written counseling/warning
 - (3) written disciplinary notice (which will find a violation has occurred and may impose a period of suspension or demotion)
 - (4) written disciplinary notice informing the employee of her or his termination.

In addition to these progressive discipline steps, the Town Administrator may also develop a performance improvement plan providing for measures which are calculated to bring the employee's conduct or performance back in line with the Town's conduct rules and required levels of job performance. An employee's failure to successfully complete a performance improvement plan may result in termination.

Employee Complaint Procedure

1. Definitions

- a. Complaint - a written statement made by an employee concerning any non-disciplinary, work-related problem. The statement must state the details of the complaint, and be signed and dated by the employee.
- b. Immediate Supervisor - the person in the chain of command to whom an employee directly reports and under whose direct supervision the employee performs his/her job.
- c. Regular Employee or Employee - (for purposes of this Section) - a person employed by the Town who is not working in a temporary status.
- d. Occurrence - an event that caused the complaint or an incident which the employee, through the exercise of reasonable care, should have known about.

2. General Provisions

a. Purpose

The purpose of the Complaint Procedure is to establish a process for resolving employee work-related problems and grievances at the lowest administrative level possible and to ensure the fair, expeditious and orderly resolution same. The Complaint Procedure shall NOT be used to appeal evaluations or discipline, nor to address allegations of illegal harassment or discrimination. Complaints regarding such matters must be processed under the Illegal Discrimination or Harassment provisions of this Policy.

b. Coverage

- (1) The Employee Complaint Procedure is applicable to all regular employees.
- (2) Employees, including probationary and temporary employees, who wish to lodge a complaint concerning illegal discrimination must utilize the formal procedures established as to Illegal Discrimination and Harassment set forth in this Policy Manual.

c. Time Limits

- (1) The time limits set forth in this Procedure are strictly adhered to unless waived by both parties concerned or the Administrator.
- (2) Failure on the part of the Town to comply with the time limits enables the employee to proceed to the next step.
- (3) If an employee fails to comply with the time limits, his or her problem shall be deemed resolved, and any pending complaint shall be dismissed.

d. Responsibilities of the Administrator

The Administrator is responsible for ensuring that employee complaints are promptly considered and that each employee is made aware of this procedure.

e. Available Complaint Procedures. Employees have the following procedures available to them:

- (1) Opportunity to file a complaint with Administrator.
- (2) Opportunity for informal resolution of the complaint. An effort will be made within the affected Town operational unit to resolve the problem informally, with the help of Administrator as necessary.
- (3) Opportunity to bring witnesses and documentary evidence at any step in this procedure.
- (4) Opportunity to have copies of relevant records or documents provided by the records custodian when such records or documents are kept by or for the Town in the ordinary course of business.

f. Procedural Steps

The following steps are available to employees for the orderly and expeditious processing of non-disciplinary, work-related problems or complaints.

1. STEP I: Immediate Supervisor

- a. When an employee has a work-related complaint, the employee should consult with his/her immediate supervisor within ten (10) calendar days of the occurrence. Employees are encouraged to work in good faith with their respective supervisors for speedy resolutions of their problems or concerns.
- b. If a satisfactory resolution is not reached within two (2) of the supervisor's working days following the employee's initial consultation with the supervisor, the employee has two (2) additional workdays to put the problem in writing and to present it to his/her supervisor.
- c. The supervisor has two (2) working days (supervisor's working days) from the day the employee presented the written complaint to give the employee a written decision.

2. STEP II: Administrator

The Town Administrator or his/her designee will consider the complaint. Upon request, the complaining employee may explain his/her position in writing and/or in a meeting with the

Administrator or designee. After considering all the available information, including any recommendation by a designee, the Administrator will make a final determination within fifteen (15) calendar days after receipt of written submission, meeting with employee, or receipt of designee's report, whichever is last occurring.

Illegal Discrimination or Harassment

1. Policy

- a. Redington Shores is committed to providing workplaces that are non-discriminatory and afford equal treatment to all. The Town will not condone or tolerate illegal discriminatory behavior. This specifically includes sexual harassment and any other type of harassment or discriminatory conduct based on race, color, national origin, religion, sex, marital status, age, citizenship or disability (protected classes).
- b. Employees shall not engage in conduct which violates this policy at any time during working hours, or on Town premises while off duty, or while off duty and interacting with fellow employees (including interactions on social media).
- c. All administrative and supervisory personnel are expected to abide by the Town's commitment to equal opportunity and treatment under the law and to ensure that this policy is fully implemented and enforced.
- d. Due to the severity of illegal discriminatory conduct, and the legal questions which are often involved in investigating such conduct, the procedures in this policy shall be used in investigating and dealing with illegal discrimination complaints.

2. Definitions

- a. Illegal harassment or discriminatory conduct can be any verbal or physical conduct that belittles or otherwise shows hostility or aversion toward an individual or group based upon that individual's or group's race, color, religion, gender (including sexual orientation or transgender status), national origin, marital status, age, citizenship or disability, and that for a reasonable person:
 - (5) has the effect of creating an intimidating, hostile, or offensive work environment;
or
 - (6) has the effect of unreasonably interfering with an individual's work performance;
or
 - (7) otherwise adversely affects an individual's terms and conditions of employment.
- b. Examples of illegal harassment include, but are not limited to, epithets, slurs, jokes, negative stereotyping, or other acts which are threatening, intimidating, or hostile in nature, that relate to a protected class, or any display of written or graphic material such as photographs or cartoons that belittles or shows hostility or aversion toward an individual or group because of the same.

- c. Sexual harassment is generally defined as abusive treatment of an employee by the employer or by a person or persons under the employer's control, which would not occur but for the person's sex, when:
 - (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 - (2) submission to such conduct by an individual is used as the basis for employment decisions affecting the individual; or
 - (3) such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive work environment.
- d. Examples of conduct which may constitute sexual harassment may include, but are not limited to, the following:
 - (1) unwelcome sexual advances, flirtations, or propositions
 - (2) actual or implied demands for sexual favors in exchange for favorable treatment or continued employment
 - (3) unwelcome jokes or remarks of a sexually oriented nature
 - (4) verbal abuse of a sexual nature
 - (5) unwelcome commentary about an individual's body, sexual prowess, attractiveness, or sexual deficiency
 - (6) any display in the workplace of sexually suggestive objects, pictures, posters, or reading material
 - (7) a coerced sexual act or assault
 - (8) uninvited physical contact of a sexual nature such as pinching, grabbing, patting, or brushing against another person
 - (9) uninvited leering, whistling, or gestures of a sexual nature

3. Procedure

- a. Any employee or applicant who believes that he or she is being or has been illegally discriminated or retaliated against or harassed must file a timely written complaint with the Administrator. To the extent the Town maintains an official form for the purpose of filing a charge under this section, such form must be used and all questions therein responded to fully.

- b. If the complaint is against the Town Administrator, the employee shall report the complaint to the Mayor-Commissioner or the Town Attorney.
- c. Supervisors must not initiate investigations on their own. Rather, they are responsible for immediately bringing any allegation or concern related to potential cases of illegal discrimination or harassment to the attention of the Town Administrator (or Mayor/Town Attorney if the complaint is against the Administrator).
- d. The Administrator will be responsible for evaluating all complaints under this policy, obtaining advice of the Town Attorney as needed, and making the determination on whether an internal investigation is warranted. In cases where such an investigation is determined to be warranted, the Administrator will designate an appropriately qualified person or persons from outside the employee's operational area who shall be responsible for conducting a prompt, thorough and objective investigation.
- e. Employees questioned during the course of an investigation are obligated to cooperate in a full and honest manner. No employee shall face any form of reprisal for making a complaint or for his or her cooperation with an internal investigation. Employees who either refuse to cooperate in an internal investigation, or who intentionally give false information at any point within an investigation, shall be subject to disciplinary action.
- f. Once an internal investigation has been concluded, the Administrator will review the investigator's written report. The Administrator will determine the remedial action to be taken, if any is required. A final written report containing final findings and the actions taken will be generated at the conclusion of the investigation and review, with a copy provided to the complainant. Individuals against whom allegations were raised will likewise be entitled to receive a copy of the final report upon request.
- g. Once an investigation has been concluded, it shall be the responsibility of the Administrator (or designee of the Commission if the complaint is against the Administrator) to implement the remedial actions which have been found to be necessary and appropriate. The Administrator shall be responsible for monitoring the workplace situation, and should be contacted by the complainant or other affected parties if they at any point feel that either retaliation is taking place, or the illegal behavior is continuing.
- h. This internal complaint and investigation process does not preclude an aggrieved employee from filing a complaint with the United States Equal Employment Opportunity Commission and/or the Florida Commission on Human Relations. However, failing to first utilize this internal procedure may under the law result in the loss of important legal rights.

Employee Ethics

1. **Officer and Employee Ethics:** Town officers and employees are required to conduct the affairs of the Town in an ethical manner in accordance with the Code of Ethics for Public Officers and Employees (Florida Statutes 112.311 - 112.326), including, but not limited to, the following:
 - a. Duties and obligations will be discharged in a manner that reflects credibility upon the Town. Conduct that gives the appearance that decisions and actions are motivated by personal relationships or for personal gain do not meet the standards of conduct for employees under the Policy.
 - b. In conducting the affairs of the Town, no employee shall seek or assure a favorable decision or service by any person or entity, public or private, through acceptance of gifts, loans, favors, or any other form of unethical or unlawful conduct.
 - c. Employees shall not be employed or accept employment with any business entity or agency or engage in a professional activity which might result in a conflict of interest or cause/require the employee to disclose confidential information acquired as a result of his/her official capacity with the Town. Approval of secondary employment shall be obtained from the Administrator.
 - d. No Town officer or employee shall solicit or accept anything of value to the recipient such as a gift (including Christmas gift), favor, loan, reward, promise of future employment, preferred service, benefit, or concession that would reasonably tend to improperly influence the officer or employee in the discharge of his or her official duties or give the appearance of improperly influencing the officer or employee.
 - e. No Town officer or employee shall disclose/use information not available to members of the general public and gained by reason of his or her official position for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.
 - f. No Town officer or employee shall transact, or solicit to transact any business in his or her official capacity with any business entity of which the officer or employee, or his or her spouse or child is an officer, director, agent, or member, or in which the officer or employee or his/her spouse or child owns a financial interest, or otherwise has any material interest therein. No Town officer or employee, acting in a private capacity, shall transact or solicit to transact any business with the Town, or with any of its subdivisions or agencies.
 - g. No Town officer or employee shall have personal investments in any business which would, in the opinion of the Town, reasonably create a conflict between his or her private interests and the Town's interest.

- h. No Town officer or employee or his or her spouse or minor child shall, at any time, accept any compensation, payment or thing of value when he or she knows, or with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer or employee was expected to participate in his or her official capacity.
 - i. No Town officer or employee shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or is doing business with the Town, or any part of the Town of which he or she is an officer or employee. Nor shall any Town officer or employee have or hold any employment or contractual relationship which will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties, or that would impede the full and faithful discharge of his or her public duties.
 - j. Violations of the Code of Ethics for Public Officers and Employees are violations of State law and can result in fines, removal from employment, and criminal conviction; as well as in discipline including discharge from Town employment.
- 2. Certain Town public officers and employees, including "Local Officers," "Procurement Employees," "Legislative Analysts," and those who are required by law to file either limited financial disclosure forms (Form 1), or full financial disclosure forms (Form 6), are under more stringent requirements, especially with regard to the acceptance of gifts and honoraria. These individuals may request additional guidance as to their ethical obligations from the Town Attorney.
 - 3. Town employees are encouraged to seek guidance from the Administrator if there is any question whatsoever about the propriety of any contemplated action prior to such action being undertaken. A copy of the statutory Code of Ethics may be obtained online or by contacting the Town Clerk. Employees may also request, with the approval of the Administrator, a formal opinion from the Florida Commission on Ethics in Tallahassee. Such requests shall be directed to the Town Attorney, who shall formulate the request and be the point of contact with the Commission.
 - 4. Procedures Upon Offering of Group Gift – From time to time, including during holidays, Town crews or individual employees may receive or be offered gifts including gift certificates, baskets, tickets, food, or other items of value, from developers, vendors, contractors, lobbyists and other persons who conduct, have conducted, or seek to conduct business with Redington Shores. In such instances, such gifts or offers should be reported to the Administrator so that the gift or offer may be evaluated under the applicable ethics laws. In cases where it is determined that a gift or offer may not be accepted, the gift will be returned or offer declined. Nothing herein, however, prevents any person from presenting a gift to the Town, which gift may be accepted on behalf of the Town by the Administrator or Town Commission and used at the Town's sole direction.

5. While Town employees may, given their positions, attend meetings and provide information, no current employee of Redington Shores may serve as a member of any Redington Shores board, commission, task force or other body, nor hold any other office of Town government, including advisory bodies. Nothing herein shall be interpreted as preventing employees from holding any office of any other governmental entity, or from serving on the board of directors of any corporation, so long as no other ethical conflict prevents such service.
6. Employees who may wish to disclose information concerning alleged violations of law or gross mismanagement, malfeasance, waste of public funds or neglect of duty by a Town agent, official or contractor must follow the Town's Whistle-Blower procedures.

Electronic Communication and Social Media

1. Employees are prohibited from using Town owned devices (computers, tablets, smart phones) for personal use.
2. For those employees of the Town who have been provided with computers, tablets, or smart phones that enable them to send and receive electronic mail (email) and access the Internet to assist in the performance of their job duties, the employees are to use these systems for appropriate purposes related to their job duties.
3. The Internet may not be accessed at any time to gamble or engage in other illegal activities or to view, display, store, download, transmit, or receive any material that is fraudulent, harassing, sexually explicit, profane, obscene, defamatory, or otherwise unlawful, including offensive material concerning gender, race, color, national origin, religion, age, disability or other characteristic protected by law, regardless of intent.
4. It is the employee's responsibility to make every effort to protect the Town's technology resources available to him or her. Each employee is responsible for the use and security of assigned Town computers and passwords.
5. Town employees must adhere to the following technology use rules in order to protect the Town's technology assets and systems/data security:
 - Never write passwords down or share with another individual
 - **PASSWORDS SHOULD NEVER BE SAVED IN MEMORY!** Do not store your password on your computer
 - When leaving the desk, an employee must log out or use a password-locked screensaver to obscure the normal display the monitor. This prevents a logged-in system from being accessed by unauthorized individuals, protects you from an email being sent "from you" without your knowledge, protects the information stored on your computer, and also hides the work currently being done from passers-by
 - When not in use, keep removable storage media and paper documents containing information that should be protected from disclosure in a secure place
 - Report suspected computer security incidents such as viruses, unauthorized disclosure or inappropriate use to the Administrator or Town Clerk
 - When reviewing emails, if you do not know who the sender of the email is, or the email does not seem to be regarding legitimate Town business, to not click on any embedded links. **CLICKING ON EMBEDDED LINKS MAY ALLOW THE TOWN'S SOFTWARE AND DATA SYSTEMS TO BE HIJACKED FOR RANSOM**
6. The Town may, from time to time, elect to utilize one or more social media platforms. Town employees who are not authorized by the Administrator to use such social media platforms are not allowed to publish or comment as a representative of the Town via any

Town-established social media account. All uses of social media shall follow the same ethical standards that Town employees must otherwise follow.

7. Employees are expressly forbidden to misuse any social media access privileges in any way, including:
 - a. Using social media accounts for unlawful activities, including violations of copyright law, or for activities that are malicious or have the effect of harassing other users;
 - b. Misrepresenting the Town's programs or policies in their communications;
 - c. Publishing confidential information. Examples of confidential information may include unpublished details about projects, private customer data, protected health information, unreleased bid or financial information, private personnel information and other sensitive or classified information. Determination of confidential-natured content is the responsibility of the site topic administrator and their department director.

Outside Secondary Employment, Employee Private Businesses

1. No Town employee shall work in any enterprise or business, including self-employment, accept outside employment, or render services for private interests, whether paid or unpaid, non-profit or profit, when the employment or service conflicts with the employee's official duties. Nor shall such work create an appearance of conflict or impair independent judgment or action in the performance of the duties of a Town employee.
2. Newly-hired or current employees wishing to engage in, or continue in any enterprise, business, outside employment, or to render services for private interests, paid or unpaid, non-profit or profit, must first submit to the Administrator a written request for outside employment. The Administrator will make an assessment of the request to ascertain whether the proposed nature and/or schedule of the outside employment will or likely will negatively impact the employee's Town job performance, or if the employment or activity is inconsistent, incompatible, or conflicts with the employee's duties and responsibilities, or may tend to be so. The Administrator will then either grant or deny the request. Employees who fail to file a request prior to engaging in outside employment activity may be subject to disciplinary action up to and/or including dismissal. Newly hired employees must declare and seek approval of supplemental employment or other outside business at the time of hiring.
3. The proposed employment shall not be with a business or agency subject to the regulation of, or that is doing business with, the department of the employee, except if expressly permitted by state law.
4. The proposed employment cannot require the employee to disclose or use information gained in his/her official Town position that is not available to the public.
5. Changes in secondary employment or outside business must be reported promptly to the Administrator, who will determine whether further approval is required.
6. Permission to engage in secondary employment and outside business may be denied or withdrawn at any time if the Administrator determines, in his or her sole discretion, that such activities are interfering with, or may be expected to interfere with, the employee's production, efficiency, duties or responsibilities, or when it causes discredit or is in conflict with Town interests.
7. Any outside employment or business described above is secondary to the requirements of regular Town employment. It must not interfere with or impede the availability of an employee to perform his/her duties and responsibilities. Every employee granted approval under this rule must agree to respond immediately to any call to duty by the Town whenever the Administrator determines his/her services are necessary.
8. The Administrator must be notified immediately, but no later than the employee's next scheduled working day, of injuries sustained during outside employment. Employees sustaining injuries are ineligible to receive workers compensation benefits from the Town.

Sick leave benefits are allowed based on injury or illness arising from outside employment only if the outside employment has been approved under this policy and only to the extent the employee is not eligible to be otherwise compensated for absences caused by the injury or illness.

9. No Town personnel, equipment, facilities, vehicles, or other property may be used by employees while engaged in outside employment, enterprise or business.
10. No employee shall perform work for private individuals or other governmental departments/agencies as a part of his/her Town employment except when the work is part of contract arrangements, mutual aid agreements, or interlocal agreements entered by the Town Commission.
11. No employee of Redington Shores shall have financial interests in the profits of contracts, services or other work performed by or for the Town. Nor shall a Town employee personally profit, directly or indirectly, from any contract, purchase, sale or service between the Town and any person or business. Any employee who violates this rule is guilty of misconduct and subject to immediate dismissal.

Employee Political Activity

1. No person shall be appointed to, demoted, or dismissed from any Town position, or in any way favored or discriminated against with respect to employment with Redington Shores, because of political opinion or affiliations.
2. No person shall use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure for any person an appointment or advantage in appointment to a position in the service of the Town, or an increase in pay or other advantage in employment in any such position, for the purpose of influencing the vote or political action of any person, or for any other political consideration.
3. As an individual, each employee retains all rights and obligations of citizenship provided in the Constitution and laws of the State of Florida and the Constitution and laws of the United States of America. However, no employee of the Town shall:
 - a. Take any active part in a political campaign while on duty or within any period of time during which they are expected to perform services for which they receive compensation from the Town. This will include making or distributing flyers, hand cards, or other campaign or political items in the workplace; or making use of any Town equipment, service or facility in furtherance of any campaign or political purpose.
 - b. Use the authority of their position to secure support for or oppose any candidate, party or issue in an election or affect the results thereof.
 - c. Use any promise or reward or threat of loss to encourage or coerce any employee to support or contribute to any political issue, candidate or party.
 - d. Display on their person (while on duty), Town vehicles or in their workplace, any button, sign, decal or other symbol of support for any elected official, political party, issue or candidate for public office.
 - e. Appear in any print, television, radio or other form of advertisement for any elected official, political party, issue or candidate while wearing a Redington Shores uniform, or while identifying oneself as an employee of Redington Shores.

Nothing herein shall be interpreted as prohibiting a Town employee from using Town resources related to state or local referendum or initiative to the extent authorized by Florida Statute § 106.113 where that employee's duties permit or require such work, and where the Redington Shores Commission has adopted a policy or position concerning the matter.

4. An employee who takes any step to run for a Redington Shores Commission seat, including opening a campaign account for that purpose, filing qualifying paperwork with the Supervisor of Elections, or conducting a press conference or issuing a press release confirming his or her candidacy, shall be deemed to have resigned his or her position with

Redington Shores as of the close of business of the date any of these actions are first taken. Nothing herein shall be read or interpreted as preventing an employee from standing for election for any other elective public office or applying for appointment to any appointive public office.

5. An employee elected to public office other than as a Redington Shores Commissioner shall resign from Town employment if the elected position presents any conflict of interest or interference with the employee's Town job. The Administrator may grant written permission to remain in the Town job, if no such conflict or interference exists. For purposes of this section, a conflict of interest will be determined in the sole discretion of the Administrator regardless of any other determination.
6. Any person who violates any provision of this section shall be subject to disciplinary action, including discharge. However, nothing herein shall be construed to prohibit an employee's right to file a complaint of workplace discrimination or harassment, to raise a concern regarding workplace safety, to report to appropriate authorities the misuse or theft of Town assets, or to engage in casual workplace discussions on social or political topics, so long as such discussions do not, in the judgment of management, interfere with the orderly, peaceful, and efficient performance of assigned duties or with the valid exercise of authority of management. Employees having questions concerning political activities or the interpretation of this policy should consult the Administrator.

Professional Development

1. The Town supports career advancement and enrichment by encouraging employees to participate in courses, seminars, and examinations for which they may qualify, the purpose of which is to reach a compatibility level between personal growth and development and improvement of Town service. Copies of all certifications, certificates of completion, continuing education units earned, or diplomas related documents will be filed in the employee's personnel file. If the educational venue is paid by Town funds, the ensuing paperwork verifying attendance and completion must be mailed or electronically transferred to the Town. Reimbursement for and time off to attend a course, seminar, or exam must be approved by the employee's supervisor before the date of the course, seminar, or examination. The attendance at a course, seminar, or examination for which the Town will be paying for registration, travel, or other expenses shall be subject to adequate funds being available in the Town budget.
2. In accordance with 29 C.F.R. § 785.27, attendance at lectures, meetings, training programs and similar activities need not be counted and, consequently, shall not be counted as working time if the following four criteria are met:
 - a. Attendance is outside of the employee's regular working hours;
 - b. Attendance is in fact voluntary;
 - c. The course, lecture, or meeting is not directly related to the employee's job; and
 - d. The employee does not perform any productive work during such attendance.
3. Attendance at training workshops/seminars is permissible during working hours with prior department approval. All employees who attend education or training classes during normal working hours are directed to mark their timecards with the appropriate code as enacted by the Town's payroll system.
4. An employee may not use any Town personnel, equipment or supplies as part of the course or program of instruction. Nor may an employee work on projects or homework, or attend a tuition-reimbursed course during assigned working hours, unless such time is covered by approved vacation or compensatory time leave, or leave without pay.

Town and Personal Vehicle Use

1. When it is necessary to allow an employee to carry out assigned job duties, an employee may be required to operate and control Town-owned vehicles, or to operate a personally owned vehicle for Town business. When possessing a Town-owned vehicle for such a reason, employees may only use it during the course and scope of their assigned employment duties, and under no circumstances is the vehicle to be used for personal business or pleasure, whether during duty hours or not. However, employees may make workday deviations to use restrooms or take meal/comfort breaks.
2. An employee driving a Town vehicle, or a personal vehicle for Town business, must have in his or her possession a valid Florida driver's license with any required endorsements or classifications.
3. Town vehicles will not be used to transport anyone other than Town employees unless the person(s) to be transported are directly involved in the provision of Town-related services or otherwise involved in Town government operations.
4. In normal circumstances, Town owned vehicles are to be driven over the most direct route. Any out of Pinellas County travel must be pre-approved by the employee's director unless emergency circumstances prevent prior approval.
5. No employee shall operate a Town vehicle or personal vehicle on Town business when any physical or mental impairment causes the employee to be unable to drive. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication or being under the influence of illegal drugs or alcohol.
6. Vehicles driven on Town business must be driven in accordance with all applicable traffic and parking laws, including applicable speed limits. Seat belts must be used by vehicle occupants at all times. Each employee shall be personally responsible for any fines or penalties incurred as a result of driving or parking violations while operating a Town vehicle.
7. Any accident involving a Town-owned vehicle which results in property damage and/or personal injury will be reported without delay to the operator's immediate supervisor, regardless of whether such accident occurs during or after regular duty hours, as well as to the law enforcement agency with jurisdiction over the accident scene.
8. The Town does not normally authorize take-home vehicles. In the event the Town may assign a Town vehicle to an employee for use to and from work, the employee shall be responsible for the personal tax liability for the value of this use. No other Town employee is authorized to take Town vehicles home. Any request for a special exception must be submitted in writing to the Administrator.

9. Town vehicles must be maintained in good working order at all times. An employee who observes an apparent safety or equipment defect regarding vehicle equipment should report it to a supervisor immediately and if the vehicle is unsafe, it shall not be driven further. Employees who have been assigned a take home vehicle shall store the vehicle in a safe, secure area at the employee's residence, keep it locked, and shall take all reasonable measures to prevent damage to the vehicle.
10. When Town vehicles are not in use, they shall be parked in a designated Town parking lot.
11. Employees are on notice that they should avoid bringing valuable personal items into Town vehicles. The Town will not be responsible for the loss or theft of any personal items from Town vehicles, and Town vehicles may be inspected or searched at any time at the Town's election.
12. Employees who are assigned a Town vehicle, or who are using their personal vehicle while on Town business, must refrain from speaking on cellular phones while driving the vehicle unless the employee makes use of a "hands-free" device. Employees not using hands-free devices must bring their vehicles to a full stop in a safe location prior to using a cellular phone. Employees shall not text or type on smart phones while driving.
13. Employees shall not smoke, vape, or use smokeless tobacco within any Town vehicle.
14. No Town employee shall order, authorize or permit any non-Town employee, including contractors and temporary workers, to operate any Town vehicle, including cars, trucks, earth-moving equipment, airplanes, all-terrain vehicles, and boats, unless same is absolutely required to respond to an extreme emergency or imminent threat to life or safety and no Town employee is available to operate the vehicle.
15. If an employee is assigned a take-home vehicle, the employee may not use the Town-owned vehicle to engage in personal business while commuting to/from work, including shopping trips, stopping at dry cleaners (other than to pick up or drop off Town uniforms), or picking up or dropping off school children.
16. By law, the Town may not be required to cover injuries or damages resulting from use of vehicles by its employees unless such use was in the course and scope of employment. Employees are therefore warned that failure to limit use of Town vehicles to such purposes may result in personal financial liability for any such damage or injury to the employee or third persons. To the extent the Administrator determines appropriate, employees being granted use of Town vehicles or being instructed to use personal vehicles to conduct Town business may be required to execute acknowledgement forms concerning issues of liability.
17. Authorization given to an employee to use a Town-owned vehicle, whether take home, daily assignment, pool or otherwise, is not and shall not be construed as being a guaranteed benefit or entitled form of compensation to the employee. Vehicles are assigned based on operational needs and budgetary limitations and the Town may remove, reassign, or decommission any of its vehicles at any time within its discretion.

Travel Time

1. Ordinary home to work travel is not considered "hours worked" or compensable time. (This includes travel time to and from home for employees assigned a take-home Town vehicle.)

2. **Exempt Employees**

Travel time and/or attendance at a meeting, seminar, conference, etc. (voluntary or requested by the Town) is compensable only when it occurs during regular working hours during the regularly scheduled workweek.

3. **Non-Exempt Employees**

- a. Travel time and/or attendance at a meeting, seminar, conference, etc., which is for the Town's benefit and at the employer's request is compensable, regardless if it occurs within or outside regular working hours. These hours count as hours worked towards overtime.
- b. Travel time and/or attendance at a meeting, seminar, conference, etc., which is voluntary and not required by the employer, will be compensated only during regular scheduled working hours during the regularly scheduled workweek.

Work Attire, Uniforms

The Administrator is authorized to adopt reasonable standards of personal dress, appearance and hygiene during working hours. Personal appearance should be evaluated based upon the type of work, the work environment, and the amount of public contact required by the job. Designated uniforms or work clothes shall be worn as required by Town policy.

1. If the Town provides an employee a uniform, the employee shall be required to wear such uniform as a condition of employment.
2. Employees required to wear uniforms shall only wear the uniforms while on duty or commuting. Wearing uniforms at any other time is strictly prohibited.
3. Uniforms are Town property and must be returned to the Town upon separation or transfer to a position which does not require use of the uniform.
4. It is the responsibility of the employee to ensure that their uniforms are properly maintained and laundered.
5. Employees may be subject to disciplinary action, up to and/or including dismissal, for violation of any of the above.

Miscellaneous Policies

1. Area-Specific Rules

Though Redington Shores attempts, where possible, to maintain uniform rules generally applicable to all Town employees, unique needs in specific Town operational units may call for customized rules. Therefore, the Administrator may promulgate and implement additional rules unique to a given operational unit based upon operational needs and requirements as a supplement to this Policy Manual. Such rules, when issued, shall be applicable to employees of that unit as though they were published herein.

2. Expense Reimbursement

Expense reimbursement is authorized for approved travel and attendance at conferences and educational seminars. If authorized, an employee may utilize a Town-owned vehicle to travel to a conference or training. If an employee elects to travel to a conference or seminar using her or his personal vehicle, the Town will reimburse funds paid for gasoline used (based on vehicle mileage and the distance between Town Hall and the event location). However, the Town will not reimburse for any additional mileage expenses.

Employees must secure supervisory approval for all reimbursable expenses in advance of incurring those expenses. Other instances of legitimate reimbursement will be reviewed on a case-by-case basis provided the request for reimbursement is made before expenses are incurred. Documentation for all reimbursable expenses must be submitted in a timely fashion to the Treasurer for processing and appropriate budgetary assignment. Expense reimbursement shall be governed by Florida Statutes § 112.061.

3. Personal Cell Phone Use

An employee's cell phone records related to Town business shall be subject to access for the Town's compliance with public records laws. An employee shall not maintain an expectation of privacy for cell phone records if the employee's personal cell phone (including text messaging) is used for Town business. The employee's cell phone records shall also be subject to production in the case of disciplinary proceedings.

4. Town Property and Supplies

- a. Employees are expected to take proper care in the handling and use of all Town equipment and property. Employees are not to remove Town property from the premises without authorization by the Administrator with the exception of those items that have been authorized for use off the premises such as cellular phones, pagers, laptop computers, etc.

- b. Employees are not permitted to "recycle," "scavenge" or take for personal use any used or excess supplies, tools or equipment, including construction materials and office supplies, absent a published Town policy on re-use or recycling of such materials.
- c. Upon request or separation from employment, employees shall return all Town property to the Town. By accepting employment with the Town, employees agree that the replacement cost for all property damaged, lost or not returned may be deducted from the employee's paycheck without need to file any further legal action against the employee, except to the extent a deduction would reduce pay to an hourly rate below the prevailing minimum wage.

5. Town Communications Equipment

All Town equipment, including electronic communications systems such as e mail and voice mail, is the property of the Town and is subject to monitoring at any time, with or without further notice, at the sole discretion of management. All Town employees are required to comply with the terms of the Town's computer and internet use policies, to the extent such are adopted by the Administrator or the Town Commission.

6. Address and Telephone Number

Each employee shall provide the Town with a current physical address, telephone number, and contact information. The employee shall also provide and maintain a current name and telephone number of an emergency contact. The Administrator must be informed of any change in the above-required data in a timely manner.

7. Statements by Town Employees to Attorneys, Law Firms, or Others Concerning Employees or Town Business

Town employees may from time to time be requested or subpoenaed to make a statement to an investigator, an attorney, or a law firm. These statements may be concerned with an actual or contemplated legal action against the Town. Employees are not generally authorized to make representations to anyone regarding Town business. Therefore, should any employee receive either a request to make a statement or be subpoenaed regarding Town business, the employee shall discuss the matter with the Administrator and, prior to making any oral or written statements, the matter should be reviewed with the Town Attorney. Nothing herein should be interpreted as preventing an employee from speaking with his or her own legal counsel regarding personal legal matters, nor from speaking with a representative of a labor association concerning any grievance, mutual aid or concerted activity as protected by Florida Statutes § 447.301.

8. Media Relations, Requests for Interviews

- a. The Town's official positions and policies are set and communicated to the public by the elected Commissioners and, in certain circumstances such as litigation or administrative matters, the Town Administrator or Town Attorney.

- b. However, other Town employees may from time to time be asked by various media outlets to provide comments or interviews concerning the Town's policies, operations, or other such matters. To ensure that the Town's official positions on matters related to the business of the Town are communicated to the media in a consistent and informed way, any employee who receives a media request to be interviewed or to provide comments concerning Town business shall refer the matter to the Administrator, who will determine the appropriate response. Unless first authorized by the Commission or Administrator, employees shall refrain from providing comments or being interviewed regarding Town business or policy.

9. Recording Workplace Communications Prohibited

Chapter 934, Florida Statutes, prohibits interception of wire or oral communications by electronic, mechanical or other device without the consent of all parties involved. Recordings related to Town business are also public records subject to being retained and inspected. Employees are therefore prohibited from recording any conversations between individuals, whether fellow employees, subordinates or citizens, with or without the permission of all parties, except as otherwise provided by law, as part of an official Town broadcast production, as may be authorized by a criminal investigation conducted by law enforcement, or as is authorized by Town policies regarding Town-owned phones, faxes, radios and computers.

10. Loss of or Failure to Obtain Professional Certification or License

- a. Where an employee's position with the Town requires any specific certification, license or other credential, including driver's license, as a condition of holding that position, the employee is required to obtain and maintain the certification, license or credential, and to provide written proof thereof upon request. An employee who loses or within the provided amount of time fails to obtain the required certification, license or credential for whatever reason, including suspension, revocation, or expiration, has a responsibility to immediately report this fact to the Administrator. Failure to provide timely notice will result in discipline up to termination.
- b. Upon timely notification by an employee that he or she has lost or failed to obtain the certification, license or credential, the Administrator shall have the following options:
 - (1) Make a reasonable effort to reassign the employee, on a temporary basis, to appropriate and available responsibilities not requiring the certification, license or credential, for a reasonable timeframe up to the subsequent exam/incident follow-up and results notification date to provide continuous employment during his or her efforts to attempt to acquire or obtain reinstatement.
 - (2) Allow him or her to use any available and applicable leave during the allotted timeframe while obtaining reinstatement.
 - (3) Place him or her on a temporary administrative leave of absence without pay not to exceed the allotted timeframe.

- c. An employee who fails to have his or her certification, license or credential reinstated, or to initially obtain same within the allotted period, may apply for and be considered on a competitive basis for any vacant Town position for which he or she is qualified. If the employee is not selected or does not apply for such position prior to expiration of the allotted timeframe, then he or she shall be non-disciplinarily separated for failure to obtain or maintain a necessary job qualification.

11. Searches on Town Property

- a. The Town seeks to provide a safe work environment for all its employees. To that end, the Town reserves the right whenever the Administrator has reasonable suspicion to believe an employee has brought on Town premises or work sites alcohol, illegal drugs or controlled substances, or any other illegal or prohibited item, weapon, or stolen property; or has misused Town equipment, to search Town property including, but not limited to work locations, desks, file or storage cabinets, computer files (including software, hardware, metadata, e mail, voice mail, and internet activity), lockers (locked or unlocked), Town vehicles and private vehicles parked on Town property or being used at the time of search for Town business, and all other Town equipment.
- b. On a case-by-case basis, employees may be requested to display personal property for visual inspection. Failure to comply with a search or visual inspection request from supervisory or security personnel will be grounds for discipline. Searches of an employee's personal property, such as purses or briefcases or lunch containers, will take place only in the employee's presence unless an emergency condition exists which would, if confirmed, endanger others or the employee him/herself. Employees who do not wish to subject personal items to possible inspection are strongly advised to leave such items at home.
- c. The Town will make every effort to honor the personal dignity of employees during any search but will take appropriate disciplinary action in cases where prohibited items or activities are uncovered, regardless of how such item(s) or activity has been discovered (accidentally or in the process of a search).

12. Employee Arrest or Charge

Employees must inform the Administrator, either verbally or in writing and either personally or via an attorney or family member, etc., within three (3) business days of their being criminally arrested, charged or convicted of any state or federal crime, including for violation of parole or probation. Failure to do so will result in disciplinary action.

13. Use of Tobacco and "e cigarettes"

Use of any e-cigarette or tobacco product is prohibited within Town owned/leased buildings, including bathrooms and doorways, except in areas specifically designated and designed for smoking. Employees desiring to use a tobacco product or e-cigarette must do so at least twenty feet from any Town facility entrance.

14. Town Bulletin Boards and Common Areas

The Town may from time to time establish and ordain certain display cases, bulletin boards, or the like for the purpose of posting authorized communications to employees and/or the public. The purpose of such bulletin boards or display cases is not to create a general speech area but is instead intended to effectively and efficiently communicate information to citizens and employees. Employees are thus prohibited from posting any item not approved by the Administrator in advance and not related to Town business or Town employment. Employees are likewise prohibited from removing any posted notice or item from a Town display case or bulletin board unless authorized, and from posting, or facilitating or authorizing anyone else to post any advertisement, notice, solicitation or any other printed materials in, on or along any common area of any Town building or facility. Common areas include, but are not limited to, break rooms, entryways, doors, hallways and parking facilities.

15. Communicable Diseases

The Town government desires to maintain a workplace free from preventable risks of communicable illness or disease. Therefore, all employees of the Town are required to properly treat any communicable disease which would present a danger to the health or safety of fellow employees. Employees should, in consultation with their health care providers, take appropriate precautions within the workplace to reduce any infection risks to co-workers. The Town does not seek to needlessly impose on the medical privacy of its employees and where a communicable disease or illness is adequately managed and treated, the employee need not disclose same to co-workers or the Town. However, should the employee desire the assistance of the Town in modifying working conditions to prevent risk of transmission, the Administrator should be consulted and any records generated concerning the medical condition will be treated as confidential as permitted by state and federal law.

16. Inventions and Intellectual Property

Any invention, method, program, publication or other form of intellectual property which is developed by a Town employee during work hours or using Town equipment or resources, is the property of the Town. Employees are prohibited from seeking to patent, trademark, service mark, copyright or otherwise register such intellectual property without the prior authorization of the Town Commission.

17. Letters of Reference

Though all employees have the right to express their personal opinions regarding another current or former co-worker, no employee below the rank of Administrator may write any letter of recommendation, commendation, etc., on Town letterhead without the express prior approval of the Administrator.

18. Funds Owed by Employees; Debt Collection Calls

Employees may on occasion become indebted to the Town. By accepting employment with the Town, employees acknowledge and consent to the Town's authority to retain or otherwise withhold portions of an employee's compensation to allow such funds to be recovered by the Town except to the extent the deduction would reduce regular pay to an hourly rate below the prevailing minimum wage, or as otherwise prohibited by law.

The Town does not authorize or permit the use of Town communication assets, including phones and email systems, to be used to make or receive messages related to debt collection efforts. Employees are not authorized to initiate, receive or forward such communications to any other person, and debt collectors violating this policy shall be subject to fines and penalties as provided for by federal and state debt collection practice laws.

COMPENSATORY TIME OFF AGREEMENT

In accordance with the Fair Labor Standards Act, the Town of Redington Shores has a policy of granting employees compensatory time off in lieu of compensation for hours worked in excess of 40 hours a week, or other permissible work schedules for law enforcement, firefighting, emergency management, seasonal and other employees. A copy of this policy has been provided to me. I understand that the compensatory time will be granted at time and one-half for all hours worked in excess of 40 hours per week or other permissible work schedules. I further understand that the compensatory time may be limited, preserved, used or cashed out consistent with the provisions of that policy and applicable law and regulations of the U.S Department of Labor.

Pursuant to 29 C.F.R. § 553.23, I knowingly agree to the provisions of time off as compensation for overtime worked as a condition of my employment and consent to the use of compensatory time in accordance with the policy. I further understand that in the event any portion of the policy is interpreted to conflict with the FLSA or its regulations, that the conflicting portion shall be struck and the remainder of the policy shall continue in full force and effect.

Employee Signature

Date

ACKNOWLEDGMENT OF RECEIPT

I acknowledge receipt of the Town of Redington Shores Employment Practices Handbook. I accept my responsibility to read and understand this handbook. I understand the topics discussed in this handbook represent the general policies of the Town of Redington Shores and that the Town may impose additional requirements, depending upon the nature of my position and the authority granted by the Town. I also acknowledge that this handbook is subject to change at any time and is not intended as an express or implied contract nor is it intended to create an entitlement to continuing employment.

Employee Name: _____ (Signature)

_____ (Print Name)

_____ (Date)

Pg 22- benefits- do we want to extend pro-rata benefits to part time employees in some manner? Eg- pro rated holiday or medicare stipend similar to elected class?

Pg 23 c.(4)- yar should be year

Pg 24 f. and pg 25 b. – do we want to allow for exceptions or a hard rule?

Pg 25 2.a – limit of accrual to 100 hrs? 200 hrs? payout at 20 or 25% of excess at year end, reducing to preset max?

Pg 25- do we want to create a mechanism for sick leave donation between employees in the event of a catastrophic illness/event?

Pg 26 h. does the commission want to allow use of sick leave for the care of dependents (those who live in same household) or care for parents during illness?

Pg 44 n. could be reasonably inferred to offend?

Pg 70-2 for uniformity, should we use IRS milage rates (I believe we currently do).

Pg 72-9 Florida statute 934- recordings public record-

Town of Orchid

Search

TOWN COUNCIL

Town Meetings; Procedures

Date, Time and Place of Regularly Scheduled Meetings

The regular monthly meeting of the Town Council is scheduled every first Wednesday of the month at 9:00 a.m. held at the Orchid Island Beach Club.

Parliamentary Procedures

In 2018, the Town Council via Resolution adopted its own simplified Parliamentary Procedures for its official meetings, as follows:

Principles

The following parliamentary procedure established for and by the Town of Orchid is built on a foundation supported by the following four pillars:

- **Establishing order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
- **Providing clarity.** Simple rules lead to wider understanding and participation, while complex rules create opacity and can foster a fear of participation in those who do not fully understand them.
- **User-friendliness.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.

Enforcing the will of the majority while protecting the rights of the minority. The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, it is the majority that rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Sunshine Law

The Town Council of the Town of Orchid and its Council-appointed Committees, hereinafter referred to simply as "Committees", are subject to Florida's Sunshine Law. No two members of the Council or a Committee may discuss town business outside of a properly noticed and public meeting at which there is a quorum and at which minutes are being taken. The Town Clerk is tasked with taking minutes of all meetings of the Town Council and any of its Committees, unless other arrangements are made.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum, which is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. A quorum is the number of members that equals half the total body plus one. If a body has fewer than the required number of members present for a quorum, it cannot legally transact business.

Even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs. When that occurs, the body loses its ability to transact business until and unless a quorum is reestablished. Although the Town of Orchid's Charter allows Councilmembers to teleconference into a meeting, the quorum of a meeting is established only with members who are physically present at the meeting.

Members of Committees are not permitted to teleconference into their meetings.

The Role of the Mayor and Committee Chair

While all members of the body should know and understand the rules of these parliamentary procedures, it is the Mayor/Chair of the body who is charged with applying the rules of conduct of the meeting and who should be well versed in those rules. It is up to the Mayor/Chair to ensure order at the meeting, to keep track of proper motion-making processes and to steward the discussion of items according to the agenda. The Mayor/Chair should allow each member of the body the opportunity to participate fully.

The Mayor/Chair must also guide public participation. To facilitate the understanding of the meeting by the public, it's important for the Mayor/Chair to be mindful of the following:

1. Tell the public what the body will be doing.
2. Keep the public informed while the body is doing it.
3. When the body has acted, tell the public what the body did.

In the absence of the Mayor/Chair, it is the Vice-Mayor/Vice-Chair who takes the responsibility of running the meeting. In the absence of the Mayor and Vice-Mayor/Chair and Vice-Chair, the body selects from its members a member to run the meeting.

Basic Format for Agenda Item Discussion

Meetings are governed by the agenda, which constitutes the roadmap for the meeting. Each agenda item should be handled by the Mayor/Chair in the following basic format:

First, the Mayor/Chair announces the agenda item and states the item's subject. The Mayor/Chair then explains the format that will be followed in handling the agenda item. If the item is an Ordinance or Resolution, then the next step is to ask the Town Clerk to read the title of the Ordinance or Resolution. In the case of an Ordinance, the Mayor/Chair should advise the members of the body and the public what reading (i.e. first, second, etc.) is being addressed.

Second, the Mayor/Chair invites the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Mayor/Chair him/herself, a member of the body, a staff member, or an outside expert charged with providing input on the agenda item.

Third, the Mayor/Chair asks members of the body if they have any clarifying questions of the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, if a public hearing is part of the agenda item's format, then the Mayor/Chair formally opens the public hearing for public input. If numerous members of the public indicate a desire to speak on the subject at hand, the Mayor/Chair may limit the time of public speakers to 3 minutes each per Resolution No. 2013-07. The Mayor/Chair asks each member of the public to first state his/her full name before making any comments. Members of the public should only address the Mayor/Chair; a back and forth between members of the body and the public should be avoided. Questions may be answered, but this is not required. At the conclusion of the public comments, the Mayor/Chair formally closes the public hearing. It may be necessary to continue a public hearing to another specific date, time and place; this may be handled with the guidance of the Town Attorney and the Mayor/Chair may wish to keep the public hearing open beyond the final comments for this reason.

Fifth, the Mayor/Chair asks members of the body and staff for any comments they may have, before calling for a motion.

Sixth, once a motion is made, the Mayor/Chair announces the name of the member of the body who made the motion. The Mayor/Chair may choose to make a motion him/herself if no other member makes a motion. If no motion is necessary, as may be the case with a discussion item for example, then the Mayor/Chair may invite discussion before moving to the next agenda item.

Seventh, the Mayor/Chair determines if any member of the body wishes to second the motion. The Mayor/Chair announces the name of the member of the body who seconded the motion. If the motion is not seconded, then the motion dies and the Mayor/Chair announces this.

Eighth, if the motion is made and seconded, the Mayor/Chair makes sure the motion is clear for the record.

Ninth, the Mayor/Chair invites discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the Mayor/Chair announces that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion may proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, it may be helpful to repeat the motion.

Tenth it is important that the Mayor/Chair knows whether a simple majority, a unanimous vote or a roll call vote is required for the motion to be successfully carried. The Town Attorney can offer guidance.

- If the motion requires a roll call vote, then the Mayor/Chair asks the Town Clerk to proceed with a roll call vote.
- If the motion does *not* require a roll call vote, the Mayor/Chair simply asks who is in favor of the motion and then who is not.

Eleventh, the Mayor/Chair announces the result of the vote - whether the motion carries or is defeated- and what action the body has taken. In announcing the result, the Mayor/Chair should include the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form:

"The motion carries by a vote of 3-2, with Councilmembers Smith and Jones dissenting. The motion allowing ... has passed."

or

"The motion carries unanimously. The motion requiring ... has passed."

To allow flexibility due to the vastly different agenda items that can come before a body, the Mayor/Chair is given leeway to adjust the above procedure as best suits the decision-making process. For instance, it may be beneficial for some of the discussion to take place before a motion is formulated. The Mayor/Chair must use this flexibility judiciously. Meetings that are run consistently are easier for the members of the body to participate in and are more transparent to members of the public.

Quasi-judicial hearings may have to be attended to in a slightly different manner as described above. The Town's legal counsel will ensure that the correct proceedings for such a hearing are made clear to and followed by those in attendance. [See more information below.]

Calling for a Motion

Motions are the vehicles for decision making by a body. It is best practice to have a motion before the body prior to commencing discussion of an agenda item; however, it may be favorable in some instances for the discussion to start before a motion is formulated. Either way, the Mayor/Chair usually initiates the motion in one of three ways:

1. Inviting the members of the body to make a motion, for example, "*A motion at this time would be in order,*" or "*Do I have a motion?*"
2. Suggesting a motion to the members of the body, "*A motion would be in order that we give a 10-day notice in the future for all our meetings.*"
3. Making the motion. The Mayor/Chair has every right as a member of the body to make a motion, but should normally do so only if the Mayor/Chair wishes to make a motion on an item and is convinced that no other member of the body is willing to step forward to do so at this particular time.

A motion in most cases should start with the words "move ... "

Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion: The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "*I move that we create a five-member committee to plan the annual fundraiser.*"

The motion to amend: If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "*I move that we amend the motion to have a 10-member committee.*" A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

A friendly amendment is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, "I want to suggest a friendly amendment to the motion." The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accept the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

The substitute motion: If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

If a member makes what that member calls a "motion to amend," but the Mayor/Chair determines that it is really a "substitute motion," then the Mayor/Chair's designation governs.

Multiple Motions before the Body

There can be up to three motions on the floor at the same time. The Mayor/Chair can reject a fourth motion until the body has dealt with the three on the floor. This rule has practical value; more than three motions on the floor is confusing and unwieldy.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote proceeds first on the last motion that is made. For example, assume the first motion is a basic motion to have a five-member committee to plan the annual fundraiser. "During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee to plan the annual fundraiser. " And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would proceed as follows:

First, the Mayor/Chair would deal with the third (the last) motion, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passed, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion, and the action on the agenda item would be completed on the passage of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion failed, the Mayor/Chair would then deal with the second (now the last) motion, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend passed, the Mayor/Chair then proceeds to consider the main motion (the first motion) as amended. If the motion to amend failed, the Mayor/Chair would then proceed to consider the main motion (the first motion) in its original format, not amended.

Third, the Mayor/Chair would now deal with the first motion. The original motion would either be in its original format (five-member committee), or if amended, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

Counting Votes

In regard to determining whether a motion passed or was defeated, these are the quick rules:

- Simple majority requires at least one vote more in favor than half of the body.
- Supermajority requires a majority plus one in favor.
- Unanimous requires all votes to be in favor.

In the event of a tie, the motion fails since an affirmative vote is required to pass any motion.

Simple Majority and Supermajority Votes

All motions require at least a simple majority, but there are a few exceptions where the criteria for passage of a motion are more stringent. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a supermajority to pass. Also, when selecting the millage rate for a new fiscal year, there are specific rules that dictate how high a millage rate can increase depending on the in-favor votes.

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the Mayor/Chair that it is time to move on and take action. Members of the body may use the following motions to guide or curtail debate.

Motion to limit debate. The most common form of this motion is to say, "I move the previous question" or "I move the question" or "I call the question". As a practical matter,

when a member makes such a motion, the Mayor/Chair can expedite matters by treating it as a "request" rather than as a formal motion. The Mayor/Chair can simply ask of the body, if any further discussion is of interest. If no one wishes to have further discussion, then the Mayor/Chair can go right to the motion for action.

However, if even one person wishes to discuss the pending motion further, then the Mayor/Chair should treat the request as a formal motion, and proceed by requesting a second and conducting a vote. The motion to limit debate requires a supermajority vote of the body. If the motion carries, the discussion ends and a vote on the open matter is taken.

Note: A motion to limit debate may include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body.

Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on hold. The motion can contain a specific time in which the item can come back; "I move we table this item until our next regular meeting," "I move we table this item to the end of this meeting," "I move we table this item until the expert can be present for the discussion". It requires only a simple majority vote.

Motion to reconsider. After a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made and passed. A motion to reconsider requires a simple majority vote to pass, but there are two special rules that apply only to the motion to reconsider:

1. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a supermajority, allow a motion to reconsider to be made at another time.)
2. A motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body - including a member who voted in the minority on the original motion - may second the motion).

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Abstention from Voting

There is a statutory requirement that the vote of all members of the Town Council and of its committees, who are present at a meeting at which an official decision, ruling, or other official act are to be taken or adopted, must be counted. No such member may abstain from voting unless there is, or appears to be, a possible conflict of interest. If such a conflict exists or appears to exist, then that member shall comply with the disclosure requirements of Florida law. If the official decision, ruling, or act occurs in the context of a quasi-judicial proceeding, a member may abstain from voting on such matter if the abstention is to assure a fair proceeding free from potential bias or prejudice. (See Chapter 286.012 Florida Statutes)

If a member of the body abstains from voting, he/ she is not counted in the total to determine the simple and/or two-third majority requirement; it is for the purposes of that particular vote as though the member is not present. He/she still counts toward the quorum for the meeting.

Withdrawing a Motion

During debate and discussion of a motion, the maker of the motion on the floor may interrupt a speaker to withdraw his or her motion. The motion is immediately deemed withdrawn, although the Mayor/Chair may ask if another member of the body would like to make the motion again. It will require another second to proceed to debate again.

Special Agenda Items

Roll Call. After a meeting is called to order by the Mayor/Chair, the Town Clerk takes a verbal roll call of all the members. Members must respond audibly to affirm their presence. The Town Clerk notes absences for the official minutes.

Additions, Deletions, Modifications. On the agenda of regular meetings, there is the opportunity for members of the body or staff to request the addition, deletion or modification of agenda items. Approval of requests may be handled via motion, consensus of the body or approval by the Mayor/Chair. New items ought only be discussion items and not action items, except if the item regards an emergency; discussion items may be recommended to be brought forward at the next meeting for action.

Public Participation. Members of the public have the opportunity early in a regular meeting to bring forward topics that they would like to speak on in front of the body that are not already on the agenda. Speakers are asked to submit a "speaker sheet" to the Town Clerk or Mayor/Chair in advance of the start of the meeting.

Proclamations. When the Town Council has a proclamation to attend to, the related item should be included early on the agenda (usually after the consent agenda and before council business). The Mayor invites the recipient of the proclamation to stand in front of the dais. He or the Town Clerk then reads the proclamation's body of text in its entirety to the recipient. It is preferable for the reader to stand during this reading. Once the proclamation has been read, the Mayor signs it on behalf of the Town Council, then the Town Clerk signs it to attest to the Mayor's signature. And the document is presented to the recipient.

Swearing in of a new Councilmember/Charter Officer. In the case of a new Councilmember or Town Manager, the Town Clerk, as an active notary public, invites him/her to stand and raise his/her right hand. She then takes the oath prescribed in the in the Town's Charter. If the new Charter Officer is the Town Clerk, then the Town Attorney takes the oath. Once the oath is complete, the Town Attorney or Town Clerk invites the new Councilmember/Charter Officer to take a seat at the dais.

Swearing in of Witnesses. During a quasi-judicial hearing, witnesses may need to be sworn in to tell the whole truth and nothing but the truth. The Town Clerk, as an active notary public, or the Town Attorney asks witnesses to stand for this swearing in, to raise the right hand and to repeat the oath after him/her.

Millage Rate. Before the millage rate for the upcoming fiscal year is determined by the Town Council, the rolled back rate must be announced. Once a millage rate is determined, then the percentage increase over the rolled back rate must be announced as well. Only then may the Resolution that sets the millage rate for the upcoming fiscal year be approved by motion and roll call vote.

Opening, Recessing and Adjourning the Meeting

Opening, recessing, and adjourning a meeting are functions of the Mayor/Chair. The Mayor/Chair opens and closes the meeting with a tap of the gavel and a verbal acknowledgement. If a recess is necessary, then the Mayor/Chair announces the recess verbally and includes the time at which the recess will end. The Mayor/Chair reconvenes the meeting verbally at the proposed time. No motion needs to be made, but the Mayor/Chair must be mindful of the wishes of the body in conducting these actions.

Courtesy and Decorum

These rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. This is best achieved when common courtesy and decorum are observed by all participating parties. The Mayor/Chair should always ensure that debate and

discussion of an agenda item focuses on the item and the policy in question, while also remaining open and free to all opinions. However, if a debate is too loud, too personal or too crude, the Mayor/Chair has the responsibility of intervening. If multiple members of the body are speaking at once, the Mayor/Chair should recognize one member first and then allow the second member to speak, and so on, to ensure all members have the opportunity to be heard and understood. Generally, a speaker should not be interrupted barring these few exceptions:

- Point of Privilege: Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear. A member may bring this to the attention at any time during a meeting without using the language "point of privilege".
- Point of Order: Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Mayor/Chair moved on to a vote on a motion that without allowing discussion or debate. A member may bring this to the attention of the Mayor/Chair at any time during a meeting without using the language "point of order".
- Call for orders of the day. This is simply another way of saying, "return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the Mayor/Chair discovers that this is the correct call, the Mayor/Chair simply reminds the body to return to the agenda item.

Scheduling, Canceling, Rescheduling a Meeting

The Town Council of the Town of Orchid meets once monthly for a regular meeting, except in the months of July and August, when the Town Council is permitted by the Charter to forego the regular monthly meeting.

The regular monthly meetings are held on the first Wednesday of every month. The meetings are scheduled to start at 9 a.m., but a different date and time may be selected if required by law or necessitated by other circumstances.

In September, the Town Council holds two regular meetings in order to adopt the tentative and final budgets. The dates for these meetings are set as part of the Truth-in-Millage process and deviate from the regular schedule the rest of the year.

Special called meetings may be scheduled as required in addition to the regular monthly meeting. These special called meetings shall be duly advertised and shall pertain only to the matter for which the meeting was called.

Committees do not have a regular scheduled meeting, but are called to meet as required. Their meetings are all special called meetings, unless a regularly scheduled meeting is part of the committees' creation.

The Town Clerk organizes each meeting's location and shall keep members of the Town Council and its Committees abreast of upcoming meeting details such as date, time and place in order to facilitate a quorum. Meetings may be canceled if no quorum can be achieved. Cancellations shall be announced on the Town's website.

Public Participation

In 2013, the Town Council adopted a Resolution regarding Public Input Procedures, which affords members of the public a reasonable opportunity to be heard on propositions presented for formal, official action at Town Council and other Town board and committee meetings in accordance with Section 286.0114, Florida Statutes, as follows:

1. Public Comments on Agenda Items. Agendas shall be ordered in a manner that allows public comments on agenda items at the beginning of each Town Council and other Town board and committee meeting prior to the Council, board or committee voting on a proposition that is on the agenda for formal official action, except as provided in Sections 2 and 3 of this Resolution.
2. Statutory Exceptions. As provided in Section 286.0114, Florida Statutes, public comment will not be required on the following propositions: a. Emergency items, meaning an official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with Section 286.0114, Florida Statutes, would cause an unreasonable delay in the ability of the Council, board or committee to act; b. Ministerial items, meaning an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations. Ministerial items also include motions or questions of parliamentary procedure that do not result in a final official action of an item before the Council; c. Quasi-judicial items.
3. Public Hearing Items. Public comments on public hearing agenda items will be taken at such time the item is presented and considered by the Council, board or committee unless otherwise permitted by the Council, board or committee at the beginning of the meeting or at such time the public hearing is continued.
4. Propositions Not on the Agenda. If a proposition is considered by the Town Council or other Town board or committee at a scheduled meeting, which is not listed on the agenda, and consideration shall constitute final official council, board or committee action, then the Mayor or presiding officer will offer the public an opportunity to speak to that item before the decision is

made. However, if final official council action on the proposition will occur at a subsequent council, board or committee meeting, the Mayor or presiding officer will offer the public an opportunity to speak to that item at the meeting at which the council, board or committee takes final official action on the proposition subject to the applicable provisions of this Resolution.

5. Town Council and other Town Board or Committee Workshops. The Town Council and other Town boards and committees hold workshops to consider certain items which are not ready for official action. The public is always welcome to attend, and is welcome to provide comments regarding workshop items to the Town Councilor Town board or committee and Staff outside a meeting. Typically workshops provide the Town Council and Town boards or committees an opportunity to discuss the topic of the workshop among themselves and with Town staff. Public comment will not be heard at workshops unless authorized by majority vote of the Town Councilor Town board or committee, but public comment on workshop items will be taken at the very next regular Town Councilor Town board or committee meeting following the workshop during the public comment portion of the meeting on that item.
6. Exempt Meetings. Public comments will not be taken at meetings that are exempt from the Sunshine Law and not open to the public including, but not limited to, attorney-client executive sessions and security meetings.
7. Designated Speaker Time Periods. Unless otherwise provided by a more specific Town Councilor Town board or committee rule, public comment shall be limited to three (3) minutes per speaker. The Town Council or Town board or committee may adjust this time period by majority vote in order to ensure the meeting is conducted in an orderly and efficient manner and all persons desiring to speak are afforded a reasonable opportunity to be heard.
8. Savings Clause. The failure of the Town Council, Town board or committee, or the Mayor or presiding officer to abide by the provisions of this Resolution shall not have any adverse effect on any final official action made by a majority vote of the Town Councilor Town board or committee.
9. Speaker Forms. The Town Clerk's office is authorized to prepare forms for an individual to use in order to inform the Town Council and other Town boards and committees of a desire to be heard; to indicate the individual's support, opposition, or neutrality on a proposition; and to indicate the individual's designation of a representative to speak for him or her or his or her group on a proposition if the individual so chooses.

Quasi-Judicial Hearings

On February 2, 2021, the Town Council adopted Resolution No. 2021-01 establishing a transparent and standard protocol for quasi-judicial hearings as follows:

The Town Council of the Town of Orchid recognizes the need to observe fundamental due process in the determination of all quasi-judicial matters. In furtherance of this obligation, the following Quasi-Judicial Procedures are to be adhered to in the conduct of such hearings.

- Swearing in of Witnesses. Any person presenting factual information to the Town Council, Board or Agency during the hearing shall be sworn in. The administration of the oath or affirmation shall be done by the Town Clerk on the record at the time the person comes to the podium or as a group before the hearing commences. If the Town Clerk is not available, the Town Attorney can administer the oath. Citizens wishing to merely express an opinion in favor or opposition to the matter at hand, and agents of the applicant (such as an attorney) merely advocating the applicant's position, need not be sworn in.
- Admissibility of Evidence. The Town Attorney, upon an objection raised or upon his or her own accord, shall determine if any evidence sought to be presented is inadmissible. This determination may be over-ruled by a majority of the Town Council or the Board or Agency upon a motion by any member thereof. Otherwise, the Mayor or Chair shall for the record receive any evidence presented and the same shall be maintained in the custody of the Town Clerk.
- Time Limitations. The traditional practices of the Mayor or Chair in presiding over the smooth conduct of the hearing, encouraging precise and relevant presentations, shall provide guidance as to limitations on the length of presentations and the redundancy of witnesses. However, as appropriate, the Town Council, Board or Agency by majority vote, may set limits on the length of presentations and the number of witnesses on a case-by-case basis.
- Competent Substantial Evidence. In deciding whether the application does or does not meet the standards, the Town Council, Board or Agency must base its decision on what is known as "competent substantial evidence". Substantial evidence is such evidence that a fact at issue can reasonably be inferred from. Competent evidence means legally sufficient evidence. Competent substantial evidence should be based in fact, be reliable and tend to prove a point such that a reasonable mind would accept it as sufficient to support the conclusion reached. Competent substantial evidence should not be speculative, hypothetical or conjecture. Instead, it must be relevant, material and within the purview of knowledge of the witness offering the evidence.
- The Applicability of the Law. Quasi-judicial proceedings involve the application of established standards, policy or laws to individual facts set forth in the application. For this reason, when deciding a quasi-judicial matter, the Town Council, Board or Agency is restrained to consider and apply the criteria set forth in the applicable Code section(s) at issue. For example, if the Town Council, Board or Agency are considering a variance, it is limited to applying

the competent substantial evidence to the factors outline in Section 82-6 of the Code or as amended.

- Due Process. A party to a Quasi-Judicial Hearing should be provided procedural due process, which consists of providing reasonable notice of the hearing; an opportunity to be heard at the hearing; present evidence at the hearing; and an opportunity to cross-examine witnesses.
- Ex-Parte Communication. At the time the Mayor or Chair opens the hearing, members of the Town Council, Board or Agency shall disclose ex-parte communications in accordance with law. An ex parte communication is any communication, oral or written, between members serving on the Town Council, Board or Agency and the public, other than those made on the record at the public hearing.
- Order of Presentation. After the Presiding Officer opens the hearing, the matter shall proceed in the following order:
 1. Presiding Officer opens hearing,
 2. Town Clerk or Town Attorney reads title of request,
 3. Councilmembers, Board Members, or Committee Members disclose ex-parte communications,
 4. Town Clerk swears in all who intend to provide testimony,
 5. Applicant makes presentation,
 6. Staff presents findings and analysis,
 7. Councilmembers, Board Members, or Committee Members ask questions of the applicant and staff,
 8. Presiding Officer opens the floor for anyone in favor of the request,
 9. Presiding Officer opens the floor for anyone opposing the request,
 10. Applicant provided opportunity to respond to issues raised by staff or public,
 11. Staff provided opportunity to summarize request if needed,
 12. Councilmember, Board Member, or Committee Member deliberation and questions,
 13. Presiding Officer calls for a motion, and
 14. Town Council, Board or Agency takes action.

Due to the evolving nature of this area of the law, these procedures shall be utilized in the conduct of hearing matters that are determined to be quasi-judicial under the laws of the State of Florida.

General Contact Information

Telephone: (772) 581-2770
Email: info@townoforchid.com

Town Hall Directory

Under Florida law, email addresses are public records. If you do not want your email address to be released in response to a public records request, do not send electronic mail to this entity, the Town Administration or its officials. Instead, contact this office by phone or in writing.

Upcoming Events

Town Council Regular Meeting

11/10/2022 - 10:00am

Town Council Regular Meeting

12/07/2022 - 9:00am

Town Council Calendar

[Home](#) | [Accessibility](#) | [Sitemap](#) | [Staff Login](#) |
7707 US Highway 1, Suite 11 Vero Beach, Florida 32967 | Phone: 772-581-2770

Guidelines for public comment at Town Board meetings

Neither the Open Meetings Law nor any other statute provides the public with the right to speak during meetings. However, since the Town Board encourages public participation, rules and procedures must be developed that are reasonable and that treat members of the public equally. To this end, the Board has adopted the following guidelines to ensure consistency and fairness.

- Each individual wishing to make public comment shall have a total of three minutes to present their comments. At that time, the meeting Chair will ask that comment be concluded. If more time is needed, the Board requests that written comments be submitted to the Clerk, where they will be entered into the public record.
- Individuals may speak extemporaneously or read prepared comments, however, individuals reading comments on behalf of another are still limited to one three-minute comment. For example: an individual may read comments from several different people, providing the combined length does not exceed the three-minute limit.
- Letters submitted as public comment for Public Hearings will be entered into the minutes.
- Public comment is an opportunity for the Board to hear public opinion, however, the Board shall not engage in dialogue during the public comment period. The Board may, at its discretion, choose to have a Board conversation regarding issues raised during the public comment period.

RESOLUTION ____-22

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON SHORES, FLORIDA, REPEALING RESOLUTION 08-21 (RULES OF PROCEDURE); REPEALING THE COMMISSION POLICY MANUAL ADOPTED MAY 13TH 2020; ADOPTING COMPREHENSIVE NEW TOWN COMMISSION RULES OF PROCEDURE; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 5(F) of the Town Charter provides that the Town's Board of Commissioners (the Commission) may determine its rules of procedure; and

WHEREAS, on May 13th 2020, the Commission adopted a document entitled Commission Policy Manual which set forth a variety of provisions regarding Town operations including the authority of the Mayor Commissioner and the roles of the Commission members; and

WHEREAS, the Commission Policy Manual was adopted prior to the Town's creation of a Town Administrator position; and

WHEREAS, the Commission Policy Manual has become outdated and no longer reflects the way in which the Commission members function and interact with the Town's daily administration; and

WHEREAS, the Commission also adopted Resolution 08-21 in the spring of 2021 setting forth certain procedural rules related to the setting of Commission meetings and workshops, and the conduct of Commission meetings; and

WHEREAS, certain provisions in Resolution 08-21, including the distribution of agenda materials and the timing of Commission workshops are not consistent with actual current Town practice as has been more recently decided by the Commission; and

WHEREAS, neither the Commission Policy Manual nor Resolution 08-21 set forth a detailed process for the Commission to follow during times when it is sitting in a quasi-judicial setting; and

WHEREAS, the Commission finds that the adoption of a new, more comprehensive policy document governing the Commission agenda and meeting process, and taking into account the administrative role of the Town Administrator, is necessary and desirable; and

WHEREAS, the Town Administrator and Town Attorney have offered their respective recommendations and input on the content of a new Commission Procedures Manual, which input and recommendations have been considered by the Commission and which are reflected in the Procedures Manual adopted pursuant to this Resolution; and

WHEREAS, the Commission finds that adoption of the attached Commission Procedures Manual is in the best interests of the Commission, the Town, and the Town's residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Redington Shores, Florida, that:

Section. 1. The May 13th 2020 Commission Policy Manual is hereby repealed in its entirety.

PROCEDURES MANUAL FOR THE REDINGTON
SHORES BOARD OF COMMISSIONERS AND TOWN
OFFICIALS

ADOPTED BY RESOLUTION ____-22

PROCEDURES FOR THE REDINGTON SHORES BOARD OF COMMISSIONERS' MEETINGS AND TOWN OPERATIONS

PREAMBLE AND STATEMENT OF INTENT

Consistent with the requirements of Chapters 166, 163 and 286, Florida Statutes, and other applicable law, the Redington Shores Board of Commissioners has adopted these rules (hereinafter, the Commission Procedures) to govern its meetings, hearings, and workshops, and to address the workflow of Town administrative officials. As to meetings of the Board of Commissioners, while encouraging appropriate public participation and an informal and civil atmosphere, the Board of Commissioners intends to maintain the structure and decorum required for the orderly, efficient, and professional conduct of its business.

1. APPLICABILITY.

These Commission Procedures shall govern the meetings, hearings, and workshops of the Redington Shores Board of Commissioners, and in accordance with Town Code § 5-6(b), to any subordinate boards, commissions or advisory committees created by the Commission. If any such subordinate bodies adopt their own additional procedures, such procedures shall not be materially inconsistent with these Procedures, and shall first be reviewed by the Town Attorney to ensure legality. These Procedures shall also be applicable to the Town Administrator and the administrative functions of the Town to the extent provided for herein.

2. OFFICIAL COMMISSION ACTION.

2.1 APPLICABILITY; MATTERS FOR BOARD CONSIDERATION. Any matters that relate to the Commission's duties, authority or powers under the Town Charter, Florida Statutes Chapter 166, or other applicable law, or which relate to the Town's property, legal or financial interests, or to the public health, safety or welfare of the Town and its residents, may be brought before the Commission for appropriate consideration or action.

2.2 DELEGATION OF AUTHORITY. The Town of Redington Shores acts through its Board of Commissioners and the authorized actions of its employees, agents, and legal representatives. To the extent permitted by law, the Commission may delegate its authority to perform action on behalf of the Town. In delegating authority, the Commission shall provide sufficient guidelines and expression of its objectives to enable efficient performance of the action for which the authority has been delegated.

2.3 DESIGNEES. Wherever these Commission Procedures delegate authority or responsibility to the Town Clerk (the Clerk) or the Town Administrator, such authority or responsibility is understood to extend to his or her respective designee.

presentations, the ability of Commissioners attending electronically to view via a video feed the same images seen by Commissioners physically attending.

3.3.4 It is generally expected that Commissioners will attend meetings in person whenever possible, and that Commissioners should not seek to attend remotely based solely on convenience. While electronic attendance is permitted where necessary, including when a Commissioner is incapacitated due to illness or injury or hindered by logistical circumstances from physically attending, a remotely-appearing Commissioner must otherwise be able to concentrate and give his/her attention to the business of the Commission

3.3.5 Given the importance of a Commissioner's ability to assess witness credibility, and to review documents, videos, photographs, and other exhibits admitted into evidence when the Commission is sitting in a quasi-judicial setting, Commissioners should make every effort to attend in person meetings at which a quasi-judicial matter is on the agenda.

3.4 VACANCY IN OFFICE.

3.4.1 Pursuant to § 13 of the Town Charter, should the Mayor-Commissioner become unable for any reason to discharge his or her duties and responsibilities, it shall be the duty and responsibility of the Vice Mayor-Commissioner to assume the duties and responsibilities of the Mayor-Commissioner until the Commission appoints a new Mayor-Commissioner.

3.4.2 Pursuant to § 5(D) of the Town Charter, in the event of a vacancy in the office of Commissioner, the remaining members of the Commission shall appoint a qualified registered voter of the Town to serve for such period as is set forth in the Charter.

3.5 APPOINTMENT OF COMMISSION MEMBERS TO OTHER BOARDS.

The Commission may appoint individual Commissioners to serve on any county, state or federal board, commission, committee or workgroup either when a Town appointment is required by law or interlocal agreement, or where the governmental entity at issue has invited the Town to appoint a representative, unless accepting such appointment would constitute dual office holding. While individual members of the Board of Commissioners may elect privately to serve on non-governmental boards or committees (such as non-profits or homeowner association boards), such service shall be a private matter, the Commission will not make such appointments, and the serving Commissioner's actions on such private boards or committees shall not constitute Town action for any purpose.

- 4.1.4 **Workshops.** The Commission may hold workshops from time to time for consideration of matters that are not ready for Commission action or for mere informational gathering purposes. No final vote or other approval action may be taken at workshops.
- 4.1.5 **Public Notice.** The Clerk shall provide public notice of all meetings and workshops in accordance with law. The minutes of all meetings shall include the Clerk's confirmation that the meetings were noticed as provided for by law.

4.2 CLOSED SESSIONS.

- 4.2.1 **Litigation Meetings.** The Town Attorney and other attorneys representing the Town may meet in private session with the Commission to discuss pending litigation to which the Town is a party before a court or administrative agency so long as such meetings are noticed, held and reported, and the records thereof preserved and made available to the public upon conclusion of the litigation in compliance with Florida Statutes § 286.011(8).
- 4.2.2 **Risk Management Meetings.** Portions of the Commission's meetings and proceedings that are conducted pursuant to the Town's risk management program and that relate solely to the evaluation of claims filed with the risk management program, or that relate solely to offers of compromise of such claims, may be held in private session, so long as such meetings or portions of meetings are held and a record thereof is preserved in compliance with Florida Statutes § 768.28(16). In accordance with Florida Statutes § 768.28(16)(d), the minutes of risk management meetings and other records thereof are exempt from public disclosure until termination of all litigation and settlement of all claims arising out of the same incident.
- 4.2.3 **Collective Bargaining Meetings.** As provided in Florida Statutes § 447.605, all discussions between the Commission and the Town Attorney relative to collective bargaining shall be closed and exempt from the provisions of Florida Statutes § 286.011.

4.3 PREPARATION OF AGENDA.

- 4.3.1 **Administrator and Clerk.** The Town Administrator shall confer with the Clerk prior to all scheduled Commission meetings and workshops to set an agenda. Once set, the Clerk shall prepare and publish the agenda, and assemble the accompanying agenda materials for posting on the Town website and distribution to Town officials. Commissioners must receive either electronic or paper copies of the agenda materials by noon on the Friday before all regular Commission meetings.

5. CONDUCT OF MEETINGS.

5.1 GENERALLY. On the day and at the hour set for each meeting, members of the Commission, the Clerk, the Administrator, and the Town Attorney shall be seated and the business of the Commission shall be taken up in accordance with the agenda advertised for the meeting. The Administrator, at his or her discretion and in light of the anticipated agenda items, may require that either the designated Town Planner or Town Building Official also be in attendance. The presiding officer may, with the assent of the Commission, take business out of order if she or he determines that such a change will expedite the business of the Commission, will accommodate a large group of residents present to address a particular item, will accommodate recognition of a public official present to make a presentation, or will otherwise be in the Town's best interest.

5.2 RULES OF DEBATE.

5.2.1 Questions Under Consideration. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except to adjourn, to recess, to end debate, to 'lay on the table' (i.e., to postpone indefinitely), to continue or defer to a date uncertain (i.e., to postpone until the occurrence of an independent event which will definitely occur at an unknown time), to continue or defer to a date certain, or to amend a motion currently on the floor. These types of motions shall have precedence in the order in which they are mentioned, and motions to adjourn, recess, or to end debate shall be decided without debate. Upon the request of the Town Administrator or Town Attorney, made prior to final action on any matter, that the matter be deferred or continued to a future Commission agenda, the Commission shall vote on whether to defer or continue the matter as requested prior to continuing to consider the matter.

5.2.2 Motions/Seconds by the Mayor-Commissioner. The Mayor-Commissioner may second any motion. As the presiding officer, the Mayor-Commissioner may not make any motion unless she/he relinquishes the gavel to the Vice Mayor-Commissioner. The Mayor-Commissioner shall not recover the gavel and resume presiding over the meeting until the motion is withdrawn or acted upon.

5.2.3 Discussion. Every Commissioner desiring to speak shall notify the presiding officer and, upon being recognized, shall confine him or herself to the question under debate. At her or his discretion, the presiding officer may allow two members to dialogue with each other to obtain information or clarification on an issue under discussion. Otherwise, all comments should be directed to the presiding officer.

5.2.4 Interruption. A Commissioner, once recognized, shall not be interrupted when speaking unless it is to call that Commissioner to order or as herein otherwise provided. If a Commissioner, while speaking, is called to order

cards available from the Town Clerk before the meeting. Cards are to be returned to the Town Clerk who will organize them by agenda matter and provide them to the presiding officer so each person desiring to speak can be called when the appropriate point during the meeting occurs. The presiding officer may, with the assent of the Commission, allow persons who did not fill out speaker cards to speak on a matter, but such persons will also be required to provide their name and address for the record. Persons refusing to provide their name and address will not be permitted to provide comments.

5.3.4 **Matters not on the agenda.** While Florida law does not require a matter to appear on a published agenda before it is acted on, the Commission always desires to provide notice to Town residents in advance of a vote. Therefore, as to matters not on the published agenda but which are added to the agenda at the meeting, the Commission will not ordinarily take action at the same meeting wherein a matter is first raised, but may direct that the item be placed on a future agenda. However, the Commission reserves the right to vote on matters added to the agenda where the matter is either minor in nature, addresses a matter of internal Town operations or staffing, or where a deadline (such as a grant application deadline) would not provide enough time for the item to wait to the next agenda.

5.3.5 **Public Forum not created.** Nothing in this section 5.3 is intended to create a general public forum for discussion, debate or comment on any matter an individual desires to discuss. Town Commission meetings occur so as to conduct the pending Town business and, to that end, must proceed as efficiently as possible.

5.3.6 **Right to Speak.** Pursuant to Florida Statutes § 286.0114, subject to the Commission's right to maintain orderly conduct and proper decorum, members of the public shall be given a reasonable opportunity during the decision-making process to be heard on a proposition before the Commission. However, the statute also provides that an invitation for comment need not be afforded where: (a) an official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, where providing for comments would cause an unreasonable delay in the ability of the Commission to act, (b) the act involves no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations, (c) the meeting is exempt from the Sunshine pursuant to law, or (d) the meeting is one in which the Commission is acting in a quasi-judicial capacity.

5.4 ORDERLY MEETINGS.

5.4.1 The presiding officer shall preside at the meetings and shall initially rule upon all procedural questions. In making a ruling, the presiding officer may consult with the Town Attorney, as parliamentarian, as to the applicable rules of order. The ruling of the presiding officer on a

"Public Hearing" - refers to a hearing where the public is both invited and entitled to be heard on a matter pending before the Commission, typically requiring an advertisement on the Town website or in a local newspaper of the matter to be considered. Some examples are hearings to consider adoption, repeal, or amendment of ordinances, or in some cases, resolutions.

"Quasi-Judicial Hearing" - refers to a type of public hearing in which the Commission is required to assume a more adjudicatory role, as distinguished from a legislative role. In quasi-judicial hearings, certain procedural requirements are imposed by law. The following types of public hearings shall be conducted as quasi-judicial hearings: individual parcel zoning atlas amendments; development agreements if accompanied by a quasi-judicial development application; developments of regional impacts ("DRI"); consideration of a general development plan or site plan application; an appeal to the Commission of an administrative determination if provided for by Town Code; and such other hearings as may be required by law to be treated as quasi-judicial.

"Applicant(s)" - means person(s) who has/have duly made formal application for Commission action or approval in a quasi-judicial context of an item affecting their legal or property rights.

"Proponent(s)" - in a quasi-judicial setting, means person(s) other than an applicant, who support an applicant's position; or, in other settings, means person(s) who favor adoption of an ordinance or resolution or an affirmative decision on a matter under consideration by the Commission.

"Opponent(s)" - in a quasi-judicial setting, means person(s) who oppose an applicant's position; or, in other settings means persons who oppose adoption of an ordinance or resolution or an affirmative decision on a matter under consideration by the Commission.

"Affected Persons" - means an applicant in a quasi-judicial hearing or an opponent or proponent whose interest and involvement in a public hearing matter is such that he or she would have legal standing under Florida law as a party in court or administrative litigation challenging Commission action in the matter.

- 5.5.2 **Conduct of Public Hearings (Non-Quasi-Judicial)**. Public hearings involving (a) non-quasi-judicial matter(s) shall ordinarily proceed in the following manner:

similar to: “Do you swear, or affirm, that the factual statements and factual representations which you are about to give or present before or to this Commission during this public hearing will be truthful and accurate?” Any person who knowingly makes a false statement or representation under oath or affirmation shall be subject to criminal and other sanctions as provided by law, in addition to any consequences provided for under the Commission Procedures or any Town ordinance.

- 5.5.3.2 Introduction by Attorney and Staff. The Town Attorney will provide a brief overview of the steps in the hearing. The Town staff will then introduce the quasi-judicial matter to the Commission so as to provide an overview of the proposed matter, and identify issues the Commission will be considering.
- 5.5.3.3 Ex Parte Communications. Commission members may enter into the record factual matters which are not already contained in the record, when such Commission members have personal knowledge pertaining to the physical characteristics of a site, its surroundings, or other communications relevant to the matter being heard.
- 5.5.3.4 Applicant's Presentation. After staff presentation, the applicant(s) shall be allowed to make a presentation to the Commission. The applicant has the burden of proving that the proposal is consistent with the comprehensive plan and complies with the standards for approval in the Land Development Code.
- 5.5.3.5 Staffs Presentation. After the applicant's(s') presentation, staff shall present the staffs report and recommendation.
- 5.5.3.6 Public Comment. After presentation by the applicant(s) and staff, the presiding officer shall open the public comment portion of the quasi-judicial hearing for the purpose of hearing persons who want to be heard on the item under consideration.

presiding officer, of the person(s) who make a presentation to the Commission. The presiding officer may allow the affected parties' question(s) to be posed during the presentation or may require the question(s) to await the conclusion of the presentation, in accordance with the above stated intent of the Commission.

5.5.4 Time Periods for Public Hearing Matters. The following time limits shall apply to presentations in public hearings:

- 5.5.4.1 an applicant in a quasi-judicial matter shall be entitled to a total of fifteen (15) minutes without interruption;
- 5.5.4.2 persons who have been authorized to represent an organization with five (5) or more members or a group of five (5) or more persons shall be entitled to speak ten (10) minutes without interruption;
- 5.5.4.3 all other persons shall be entitled to speak three (3) minutes each without interruption;
- 5.5.4.4 an applicant's rebuttal shall be limited to five (5) minutes, unless otherwise set by the presiding officer; and
- 5.5.4.5 pointing out factual errors shall be limited to one (1) minute, unless otherwise set by the presiding officer.

5.5.5 Other Procedural Guidelines.

- 5.5.5.1 Registration of Speakers. Persons who desire to make presentations at a public hearing shall, prior to the time at which the item is to be heard, register with the designated staff on the forms provided, and shall provide such information as required to organize the agenda and order of presentation. Five (5) or more persons associated together as Proponents or opponents of an item may be required to select a spokesperson.
- 5.5.5.2 Limit on Presentations. No person who has made a presentation for or against an item at a given meeting shall be allowed to make additional comments as of right except where due process requires it.
- 5.5.5.3 Authorization of Group Representatives. Before a person representing an organization or group speaks, that person shall state whom he or she represents and establish how he or she received authorization to speak on behalf of such organization or group of persons, which must include submission of a written authorization. In quasi-judicial hearing matters, anyone representing an organization

be available to speak on the date to which the public hearing is being continued. Such persons shall be allowed to make their comments at the then current meeting if there is a quorum; provided, however, that upon making their comments, such persons shall waive the right to repeat or make substantially the same presentation at any subsequent meeting on the same subject. This waiver shall not preclude such persons from making different presentations based on new information or from offering response to other persons' presentations, if otherwise allowable, at any subsequent meeting.

5.5.5.7.2 **REQUEST FOR A FULL COMMISSION.** Not more than one continuance of a public hearing shall be granted on the grounds of a desire to obtain attendance by the entire membership of the Commission. Once a request to continue has been granted on those grounds, further continuances may be granted only for other grounds and where good cause is shown.

5.5.5.8 **Termination of Presentations.** At any Commission proceeding, the presiding officer, unless overruled by a majority of the Commissioners present, may restrict or terminate presentations which in the presiding officer's judgment are irrelevant, frivolous, unduly repetitive, out of order, or in violation of these Commission Procedures.

5.5.5.9 **Written Comments.** Applicant(s) Proponent(s), and Opponent(s) of any matter under consideration by the Commission shall be entitled to submit timely written comments for consideration by the Commission. Relevant and admissible written comments submitted shall be considered and entered into the record of the meeting as provided elsewhere in the Commission Procedures. Written comments received by Commissioners regarding a matter that is the subject of a quasi-judicial public hearing shall be distributed to all Commissioners, the Town Planner and the Town Attorney and shall be made available for review by the applicant and the public in a project reading file maintained by the Town Planner (land use matters) and by the Town Clerk (for all other matters).

5.5.5.10 **Officials and Dignitaries.** Notwithstanding other provisions hereof, the presiding officer may allow any elected or appointed public official, or representative thereof, or other dignitary to appear and make presentations at any time with regard to matters under consideration.

- 5.5.6.5 Routine Reconsideration. When a question has been decided by the Commission, a Commissioner voting on the prevailing side may move for reconsideration of the question at the same meeting or the next regular meeting of the Commission. If the question was decided by a tie vote, any Commissioner may move for reconsideration of the question at the same meeting or at the next regular meeting of the Commission or at the next meeting of the Commission where a full Commission is present. In no event shall the motion to reconsider be made later than (30) days after a vote on a quasi-judicial matter.
- 5.5.6.6 Reconsideration Due to Vote Based on Mistake. Upon a finding by a majority of the Commission at any time that there is reason to believe that a vote of the Commission within the previous one year was based upon material mistake of fact or erroneous information, the matter may be brought up for reconsideration. Upon a finding by a majority of the Commission at any time that the material mistake of fact or erroneous information was intentionally caused or allowed by the person or entity in whose favor the previous vote was cast, the vote may be rescinded and all rights, duties, or liabilities thereunder modified or rendered null and void ab initio. Prior to rescinding such a vote, the Commission shall, where necessary to insure due process of law, grant notice and opportunity to be heard to all persons who would be affected by such action.
- 5.5.6.7 Corrections of Clerical Errors. Any Commissioner may move at any time for correction of clerical or typographical errors inadvertently included in any matter previously passed by the Commission.
- 5.5.6.8 Effect of Approvals and Denials of Motions. When a matter is brought forward to a vote based on a motion to approve it or approve it with modifications, and such motion fails, the status quo ante shall be maintained and the matter shall be considered to have been denied. A denial shall not preclude a subsequent motion to approve with different modifications at the same meeting. When a matter is brought to a vote based upon a motion to deny it, and said motion fails, the matter shall not be considered granted and shall be treated as if no action has been taken on the matter. Such a vote shall not preclude a subsequent motion at the same meeting to approve or approve with modifications.
- 5.5.6.9 Reconsideration of Item(s) on Consent Agenda. Where the Commission votes to reconsider one or more items that were previously approved on the consent agenda, the Commission may specify which item(s) shall be reconsidered and reconsider

The role of the Town Attorney includes routine handling of legal issues that are the subject of requests for legal services from the Commission or Town Administrator pertaining to Town business. Where requests for legal services come from someone other than the Administrator or a majority of the Commission (e.g., an individual Commissioner, the Town Clerk, the Town Planner, the Building Official, or the Code Enforcement Deputy), the Town Attorney will use the following guidelines in responding:

A. Town Commissioners are charter officers and are entitled to legal advice regarding issues related to the performance of their duties as Commissioners. Therefore, unless precluded by other considerations, a Town Commissioner is entitled to a complete response to a request for legal services regarding such issues without further Commission action.

B. The Town Attorney will follow normal legal/ethical principles in determining the priority to be given to work assignments, such as the approach of deadlines, the significance of the matter at issue, the consequences of delay in responding, etc. Other things being equal, requests from the Commission, Administrator, or Town Clerk acting at the behest or direction of the Commission or Administrator, shall have priority over other requests.

C. The Town Attorney's office will not undertake legal work on a project that entails an inordinate commitment of time or other resources in the absence of direction from the Commission or Administrator.

D. The Town Attorney's office will not undertake to draft an ordinance, resolution, or other formal expression of Town policy if, based on prior Commission discussion of the same or similar issues, there is reason to believe Commission majority does not support it. In such cases, the individual Commissioner seeking the drafting assistance may ask her or his Commission colleagues to approve of the drafting work which, if approved, will then be performed by the Town Attorney.

E. The Town Attorney does not review the propriety or legality of proposed future actions or inactions of a Commissioner in the absence of a request to do so from the involved Commissioner. Such review would only be confined to the Commissioner's actions as a Commissioner (for instance, taking a vote on an ordinance).

F. When legal service has been undertaken on a matter, whether or not pursuant to Commission request, and it appears that completion of the service may demand considerably more resources than anticipated at the outset of service, the Town Attorney shall request Commission direction on whether to continue the service.

G. The Town Attorney's office will not review past decisions of prior iterations of the Commission for legality in the absence of a request from a majority of the current Commission, unless there is reason to believe that the past decision could result in serious future loss or damage to the Commission or the Town, and that legal review could lead to corrective action that would prevent or mitigate the loss or damage.

H. The Town Attorney ordinarily will not undertake legal service regarding matters outside the scope of the Commission's powers and duties, (e.g., review of actions of federal,

MuniCode. Code Enforcement Deputies have the authorization to receive complaints of alleged code violations, to investigate alleged or suspected code violations, and to take all such enforcement actions as are provided for in Town Code and Florida law. No Town official, including elected officials, are authorized to order or direct a Code Enforcement Deputy to take, or not take, any particular action. Complaints of alleged violations received by Town officials, including potential violations observed by such officials themselves, shall be directed to the Town's Code Enforcement Deputies. While the Town Attorney is authorized to interface with the Sheriff's General Counsel as to how a given provision of Town Code is interpreted, and will work with the Code Enforcement Deputies in the development of individual case files in advance of Magistrate hearings, the Town Attorney does not provide legal advice to the Town's Code Enforcement Deputies.

Record Requests of Contracted Service Providers. From time to time, those companies or entities the Town contracts with to provide Town Planner services or Town Building Official services may directly receive public records requests or subpoenas for records of Town business. In such cases, the Town Planner or Building Official shall immediately provide a copy of such requests to the Town Clerk who, assisted as needed by the Town Attorney, will facilitate the response to the request to ensure all requirements of the Public Records Act are being followed.

7. CONFLICTS; USE OF OTHER RULES.

7.1 CONFLICT WITH LAWS. In any instance where a procedure established by this procedures manual violates or is in conflict with federal or state law, Town Code, or a final order of a court or administrative agency binding on the Town, the procedures established hereunder shall be inoperative to the extent of such conflict. If any portion of this procedures manual is finally held by a court of competent jurisdiction to be invalid, such portion shall be deemed severable from the remainder and, to the extent possible, the remainder shall be operative without the invalid portion.

7.2 ROBERT'S RULES OF ORDER. In all cases not covered by these Commission Procedures, the most current edition of Robert's Rules of Order shall be used as a general guide and may be followed by the presiding officer, unless the Commission overrules the presiding officer.

8. PUBLICATION.

Upon adoption of these Commission Procedures and any amendments to same, the Town Clerk shall cause same to be published on the Commission page of the Town's website, shall note on all future agendas that these Procedures may be reviewed on the Town website, and that persons attending Commission meetings will be expected to conduct themselves in accordance with the Procedures. Copies shall be provided by the Town Clerk via email as a PDF to all persons who request them. A copy shall be available for review by the public in Town Hall and at all meetings of the Commission.



McKIM & CREED

NOVEMBER 21, 2022

Jeff Shoobridge
Town Administrator
Town of Redington Shores
17425 Gulf Blvd
Redington Shores, FL 33708
Office: 727.397.5538
Fax: 727.392.9470
townadmin@redshoresfl.com

RE: TOWN OF REDINGTON SHORES SUNSHINE811 LOCATING 2022

DEAR MR. SHOOBRIDGE:

McKim & Creed is pleased to submit this proposal for subsurface utility Engineering (SUE) designation support services in response to Sunshine811 notices for the above referenced project.

OVERVIEW

McKim & Creed's SUE department a division of Geomatics has been asked by the City of Redington Shores to provide designation support services in response to Sunshine811 notices received within the service area of the city. We will provide the necessary locate technicians, computers, software, trucks and, equipment to complete the notices received from Redington Shores. The underground designation equipment used will include but is not limited to multi-frequency electromagnetic (EM) and ground penetrating radar (GPR) equipment. We will designate and respond to the Sunshine811 notices marking the city's force mains and gravity sewers in the project area as described by the Sunshine811 notices horizontally on the ground using the APWA marking standards with paint and flags.

OUR PROCESS

- We will install and use the "Utilitsphere Desktop Application" (Field Unit) to synchronize with the Sunshine811 Irthnet website and receive notices from the assigned Redington Shores username and password.
- Using a combination of standard electro-magnetic locating techniques and ground penetrating radar (GPR), we will confirm the existence of underground Redington Shores facilities within the requested area as defined by the Sunshine811 notice.
- We will provide a response for each ticket we are assigned and take pictures of our locates.
- We will upload our responses and pictures to the Sunshine811 Irthnet system using the Utilitsphere App (Field Unit).
- We will work closely with Redington Shores during the daily completion of notices keeping them aware of our progress.

ASSUMPTIONS

- Redington Shores will provide McKim & Creed a negotiated amount of Sunshine811 logins: username and password, associated with identifying the Redington Shores Sunshine811 Irthnet code in their system. These logins will be used for: receiving Sunshine811 notices, responding to the notices, uploading the pictures of completed locates, auditing our locators and Sunshine811 reports tracking our progress.

- Electronic Asbuilts or equivalent (microfiche, paper etc.) will be provided by Redington Shores.
- McKim & Creed will except no liability do to damages of Redington Shores facilities caused by employee error.

DELIVERABLES

Completed Sunshine811 notices, responses to Irthnet and uploaded pictures of Redington Shores facilities located.

OUR FEE

Our fee for designating Redington Shores facilities will be on a hourly bases using the rates below.

MCKIM & CREED SUNSHINE811 HOURLY TICKET RATE

1. Utility Designation (EM and GPR) Crew - \$180/HR
2. Administrative Assistant - \$75/HR
3. Utility Engineering Technician - \$90/HR
4. Project Accountant - \$130/HR
5. SUE SR Project Manager - \$150/HR
6. Utility Location (Vacuum Excavation) Crew - \$200 /HR
7. Utility Coordination - \$150/HR
8. Survey Crew - \$160/HR
9. PSM – 160/HR
10. CAD Operator - \$95/HR

GENERAL CONDITIONS

The following attachments will be deemed as part of this proposal and agreement:

- McKim & Creed General Conditions

If acceptable, please return one signed copy of this document for our files. Our receipt of the executed copy of this proposal will serve as our Notice to Proceed. This proposal is valid for 30 days from the date of the proposal. If the proposal is not accepted within 30 days, we reserve the right to revise or withdraw the proposal entirely at our discretion.

We appreciate the opportunity to provide this proposal to you and look forward to working on the project with you.

Sincerely,

Wayne A Guido SR
SR SUE Project Manager
McKIM & CREED, INC.

I hereby authorize McKim & Creed, INC. to proceed with the work described above.

CLIENT

BY: _____ DATE: _____

TITLE: _____

McKim & Creed, Inc.
Geomatics Division
General Conditions
(01/2011-2)

Billing and Payment. Invoices will be submitted by McKim & Creed, Inc. (the "Surveyor") to the Client monthly for services performed and expenses incurred pursuant to this Agreement. Payment of each such invoice will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

a) Interest. A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).

b) Suspension of Services. If the Client fails to make any payment due the Surveyor for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement or any other project(s) being performed by Surveyor for Client, the Surveyor may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Surveyor shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.

c) Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Surveyor shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Surveyor in connection therewith and, in addition, the reasonable value of the Surveyor's time and expenses spent in connection with such collection action, computed at the Surveyor's prevailing fee schedule and expense policies.

d) Termination Of Services. The failure of the Client to make payment to the Surveyor in accordance with the payment terms set forth herein, shall constitute a material breach of this Agreement and shall entitle the Surveyor, at its option, to terminate the Agreement. Any material breach of this Agreement by the Client shall, at the Surveyor's option and in its sole discretion, constitute a breach of and default under any and/or all other agreements between the Client and Surveyor.

Confidentiality. The Surveyor agrees to keep confidential and not to disclose to any person or entity, other than the Surveyor's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Surveyor or furnished to the Surveyor and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Surveyor from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Surveyor to defend itself from any suit or claim.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Surveyor pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Surveyor.

Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other

party, regardless of the nature of the fault or whether it was committed by the Client or the Surveyor, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Surveyor pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Surveyor shall not be withheld, postponed or made contingent on the financing, construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Surveyor's compensation for any reason.

Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Surveyor shall provide a final statement of charges due and will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Surveyor as a result of such termination. In the event the Surveyor's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Surveyor for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Surveyor, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

Liability. The Surveyor is protected by Workmen's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Surveyor agrees to compensate the Client for loss, damage, injury or liability arising directly and exclusively from the negligent acts or omissions of the Surveyor, its employees, agent, subcontractors and their employees and agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If the Client requires increased insurance coverage, the Surveyor will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense.

Limitation of Liability. In performing its professional services hereunder, the Surveyor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Surveyor's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT THE SURVEYOR HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE SURVEYOR EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph (Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Surveyor on account of any and all design defects, errors, omissions, and professional negligence shall be limited to \$50,000

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or the amount of Surveyor's fee for this project, whichever is greater. Under no circumstances shall the Surveyor be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability to \$50,000 or the amount of Surveyor's fee for this project is a specifically bargained-for provision of this agreement, reflected in Surveyor's fee. The Surveyor shall not be liable for errors in judgment or for any loss or damage, which occurs for any reason beyond the control of the Surveyor. No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence. The provisions of this paragraph and the previous paragraph (Liability) shall survive the termination of this Agreement.

Limitation of Liability for Construction Staking. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraphs (Liability), (Limitation of Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Surveyor on account of or related to construction staking shall be limited to \$_____, which amount shall be less than \$50,000 or the amount of Surveyor's fee, whichever is greater. The limitation of liability for construction staking is a specifically bargained-for provision of this agreement, reflected in Surveyor's fee.

Client initials

Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated against the Surveyor by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Surveyor, the Client shall reimburse the Surveyor for all of its reasonable attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the Surveyor's normal hourly billing rates, of the time devoted to the defense of such litigation by the Surveyor's employees.

Controlling Law. This Agreement is to be governed by the law of the State of North Carolina. The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of Wake, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue.

Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

Merger; Amendment. This Agreement constitutes the entire agreement between the Surveyor and the Client with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Surveyor and the Client.

Ownership Of Instruments Of Service. All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the Surveyor as instruments of service shall remain the property of the Surveyor. The

Surveyor shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to fees that are due or fees that may be due) without the prior written consent of the other party.

Archiving of Project Documentation. Surveyor shall maintain copies of printed project documentation for a period of three years from substantial completion of Surveyor's services. Surveyor shall maintain copies of all electronic media related to the project for a period of one year from substantial completion of Surveyor's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Surveyor's prevailing hourly rates at the time of the request, plus expenses.

Electronic Files. Because data stored on electronic media can deteriorate undetected or be modified without the Surveyor's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, Client will release, indemnify and save harmless the Surveyor from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Surveyor agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. Surveyor makes no warranties, express or implied, under this agreement or otherwise, in connection with the Surveyor's delivery of electronic files.

Certifications, Guarantees and Warranties. The Surveyor shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Surveyor's having to certify, guarantee or warrant the existence of conditions which the Surveyor cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Surveyor or the payment of any amounts due to the Surveyor in any way contingent upon the Surveyor's signing any such certification.

Corporate Protection. It is intended by the parties to this Agreement that the Surveyor's services in connection with the project shall not subject the Surveyor's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Surveyor, a North Carolina corporation, and not against any of the Surveyor's employees, shareholders, officers or directors.

Extension Of Protection. The Client agrees to extend any and all liability limitations and indemnification's provided by the Client to the Surveyor to those individuals and entities the Surveyor retains for performance of the services under this Agreement, including but not limited to the Surveyor's officers and employees and their heirs and assigns, as well as the Surveyor's sub-consultants and their officers, employees, heirs and assigns.

Job-Site Safety. Neither the professional activities of the Surveyor, nor the presence of the Surveyor or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and

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responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Surveyor and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Surveyor and the Surveyor's consultants shall be indemnified and shall be made an additional insured under the General Contractor's general liability insurance policy.

Scope of Services. Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of the Surveyor's services and the Surveyor assumes no responsibility to perform such services.

Severability And Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Surveyor shall survive the completion of the services hereunder and the termination of this Agreement.

Standard Of Care. Services provided by the Surveyor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area.

Suspension Of Services. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Surveyor shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, the Surveyor shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Surveyor may, at its option, terminate this Agreement upon giving notice in writing to the Client.

Unauthorized Changes To Documents. In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Surveyor, the Client recognizes that such changes and the results thereof are not the responsibility of the Surveyor. Therefore, the Client releases the Surveyor from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Surveyor harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

Compensation for Additional Services. The undertaking of the Surveyor to perform professional services under this Agreement extends only to those services specifically described herein. If upon the request of the Client, the Surveyor agrees to perform additional services hereunder, the Client and the Surveyor shall

negotiate and agree upon an additional fee to be paid to the Surveyor for completion of the agreed upon Additional Services. The Surveyor will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Surveyor.

Hourly Billing Rates. All services to be billed on an hourly basis under this agreement will be billed using the Surveyor's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.

Priority Over Form Agreements. The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which the Client may issue to Surveyor in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Surveyor for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

Indemnity. The Client shall and hereby agrees to indemnify and hold harmless the Surveyor from and against all losses, costs, damages, expenses and liability of whatever nature, including but not limited to reasonable attorney's fees, litigation and court costs, expert witness fees and expenses, amounts paid in settlement, amounts paid to discharge judgments, penalties, punitive damages, and interest, directly or indirectly resulting from, arising out of or related to one or more Claims, as hereinafter defined. The word "Claims" as used herein shall mean all claims (whether valid or not), lawsuits, causes of action, liens, investigations, administrative proceedings, and other legal actions and proceedings of whatsoever nature that directly or indirectly result from, arise out of or relate to this Agreement, the project which is the subject of this Agreement, and/or any other matter or transaction contemplated hereunder, including without limitation, any failure by the Client to adhere to or comply with any drawing, design, plans, specifications, recommendation or advice given or furnished by the Surveyor to the Client; provided however, that the foregoing shall not apply to any claim resulting primarily from the negligence of the Surveyor.

Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Default. The Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from the Surveyor on the due date or fails to make any other payment due to the Surveyor under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency,

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receivership, or other similar proceeding is commenced by or against the Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

Reliance on Data Provided by Others. Surveyor shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Surveyor shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client agrees to not hold Surveyor responsible for errors or omissions in Surveyor's work that are directly attributable to errors or incorrect data provided to Surveyor by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Surveyor resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

Surveyor Retaining Consultants. In the event that Surveyor is required by Client to retain other Consultants to perform necessary services related to the project, the Client agrees to defend, indemnify and hold the Surveyor harmless from and against all claims, losses, liabilities and damages arising out of the performance of services by such Consultants. In the event that Client suffers any financial loss or expense resulting from or alleged to result from the performance or the failed performance of any Consultant retained by Surveyor, the Client agrees to pursue recovery of and assert any claims based upon its losses, expenses and/or damages solely and directly against those Consultants. The Client agrees to waive any claims, losses, liabilities or damages against Surveyor arising out of the performance of such Consultants. In consideration of such indemnity and waiver, the Surveyor agrees to assign its rights and/or claims against those Consultants pursuant to the Consultants' agreements with the Surveyor to the Client.

Credit and Financial Obligations. Prior to commencement of the work, Surveyor may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. Surveyor may also require such information at any time during the performance of Surveyor's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or Surveyor identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Surveyor and Surveyor shall not be responsible for the cost of any delay occurring as a result of such a request.

Markup on Expenses. Unless specified otherwise in our proposal, all sub consultant costs and other project related costs incurred by Surveyor will be billed with a 15% markup. Company vehicle mileage and internal reproduction costs will be billed at the Surveyor's prevailing rate for those items. Personal vehicle mileage costs incurred on the project by employees of Surveyor will be billed at the prevailing IRS mileage rate in effect at the time of travel.

SUE Technical Standards. Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be

taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, Surveyor provides no guarantee of the location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond our control. Surveyor will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, Surveyor provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing Surveyor's SUE services does not relieve any party from their obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by Surveyor are not to be used for construction purposes.