

**TOWN OF OCEAN RIDGE
REVISED TOWN COMMISSION REGULAR MEETING
AGENDA**



**October 7, 2024 at 6:00 PM
Town Hall - Meeting Chambers**

TOWN COMMISSIONERS

Mayor Geoff Pugh
Vice Mayor Steve Coz
Commissioner Carolyn Cassidy
Commissioner David Hutchins
Commissioner Ainar Aijala Jr.

ADMINISTRATION

Town Administrator Lynne Ladner
Town Attorney Christy Goddeau
Town Clerk Kelly Avery
Chief of Police Scott McClure

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA

PRESENTATIONS & PROCLAMATIONS

1. Florida City Government Week 2024 Proclamation

ANNOUNCEMENTS

2. The meeting schedule for the next month is as follows: Regular Town Commission Meeting on Monday, November 4, 2024, at 6:00 PM; Community Standards Hearing on Wednesday, November 6, 2024, at 10:00 am; Planning & Zoning Meeting on Tuesday, October 15 at 9:00 am; Board of Adjustment Meeting on Wednesday, October 16 at 9:00 am; All meetings are held in the Commission Chambers at the Town Hall.
3. Town Hall will be closed Monday, October 14, 2024, in observance of the Columbus Day holiday.
4. The Annual Municipal Election will be held on March 11, 2025. There is one Town Commission seat open. Candidate filing dates run from November 4, 2024 at Noon through November 15, 2024 at Noon in the Town Clerk's Office. / La Elección Municipal Anual se llevará a cabo el 11 de marzo de 2025. Hay un puesto vacante en la Comisión Municipal. Las fechas de presentación de candidatos van desde el 4 de noviembre de 2024 al mediodía hasta el 15 de noviembre de 2024 al mediodía en la Oficina del Secretario Municipal.
5. The Town is hosting a blood drive event with One Blood on Friday, October 11th from 9:30 am – 3 pm and Saturday, October 12th from 10:00 am – 4 pm. The bus will be parked behind the Town Hall. All those who wish to donate blood can sign up through a link posted on the Town's website.

6. Residents who wish to sign up to receive important Town notifications and news through Civic Ready should sign up on the Town's website or call Town Hall for assistance.

PUBLIC COMMENT – (3-minute individual limit for items not on the agenda)

APPROVAL OF CONSENT AGENDA (Items that do not require discussion)

7. Adopt Minutes of the Special Town Commission Budget Workshop Meeting of September 9, 2024.
8. Adopt Minutes of the Regular Town Commission Meeting and First Budget Hearing of September 9, 2024.
9. Adopt Minutes of the Special Town Commission Final Budget Hearing Meeting of September 20, 2024.
10. Sept Revenue and Expenditures Report
11. Approve 2024-2027 Agreement between Town of Ocean Ridge, Florida and Palm Beach County Police Benevolent Association
12. Approval of Professional Services Agreement with TSE Consulting, LLC, for Lobbyist and Consulting Services.

REGULAR AGENDA ITEMS

13. Approval of the Motorola Notice to Proceed (Radio Purchase).
14. Consider adopting increased vacation time accruals for all employees equal to the accruals negotiated as part of the CBA.
15. Adopt updated Employee Handbook
16. Approval of Resolution No. 2024-14: A Resolution Of The Town Commission Of The Town Of Ocean Ridge, Florida, Appointing The Palm Beach County Canvassing Board As The Town Of Ocean Ridge Canvassing Board For The 2025 Municipal Election; And Providing For Repeal Of Conflicting Resolutions, Severability, And An Effective Date.
17. Approve FY 2024 and 2025 Audit engagement
18. Extension of the N Ocean Blvd Water Main Project to Include Installation of New Water Main on River Dr from N Ocean Blvd to Inlet Cay

STAFF & COMMITTEE REPORTS

19. Town Manager
20. Town Attorney
21. Police Chief

TOWN COMMISSIONER COMMENTS

ADJOURNMENT

TOWN OF OCEAN RIDGE
6450 NORTH OCEAN BOULEVARD
OCEAN RIDGE, FLORIDA 33435
www.oceanridgeflorida.com
(561) 732-2635 ♦ FAX (561) 734-7031

LYNNE LADNER
**TOWN MANAGER &
FINANCE DIRECTOR**

KELLY AVERY
TOWN CLERK



MAYOR
GEOFF PUGH

VICE MAYOR
STEVE COZ

COMMISSIONERS
CAROLYN CASSIDY
DAVID HUTCHINS
AINAR AIJALA JR.

FLORIDA CITY GOVERNMENT WEEK OCTOBER 21-27, 2024

WHEREAS, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, I, Geoff Pugh, as Mayor, and on behalf of the other Commissioners, do encourage all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week. The Town of Ocean Ridge encourages educational partnerships between city government and schools, as well as civic groups and other organizations.

In witness thereof, I have hereunto set my hand and caused the Seal of the Town of Ocean Ridge to be affixed on October 7, 2024.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

**SPECIAL TOWN COMMISSION BUDGET WORKSHOP MEETING MINUTES
SEPTEMBER 9, 2024**

CALL TO ORDER

The meeting was called to order by Mayor Pugh at 4:00 p.m.

ROLL CALL

Town Clerk Avery led the roll call, which was answered by the following:

Mayor Pugh	Present
Vice Mayor Coz	Present
Commissioner Aijala Jr.	Present
Commissioner Cassidy	Present
Commissioner Hutchins	Present

PLEDGE OF ALLEGIANCE

Mayor Pugh led the pledge of allegiance.

ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA

Commissioner Cassidy moved to approve the agenda; seconded by Commissioner Hutchins. Motion carried 5-0. (:46)

PUBLIC COMMENT - (3-minute individual limit)

Mayor Pugh opened the floor for public comment.

The following spoke: Christine de Haseth and Nick Arsali.

Mayor Pugh closed the floor for public comment.

WORKSHOP AGENDA ITEMS

1. Draft Budget Packet

Town Manager Ladner presented and reviewed the draft budget as provided in the packet. She explained the changes in the budget since the last budget workshop.

There was a discussion on revising the General Fund expenditures to reduce the amount of cash reserves. More discussion followed regarding eliminating the part-time administration position in the building department and reducing the amount allocated for special legal counsel.

The Commissioners agreed to eliminate the part-time position and reduce special legal counsel.

Mayor Pugh opened the floor for public comment. Hearing no comments, he closed the floor for public comment.

Commissioner Aijala moved to eliminate the part-time position in the building department and reduced the balance of the special legal counsel, reducing the budget for both items to the amount of \$59,999; seconded by Commissioner Hutchins. Motion carried 5-0. (21:55)

SPECIAL TOWN COMMISSION BUDGET WORKSHOP MEETING MINUTES

SEPTEMBER 9, 2024

Commissioner Cassidy mentioned that she attended the conference last year regarding our appropriation and was advised about not having a lobbyist. She was introduced to Candace Erics of TSE Consulting who put together a proposal.

Commissioner Aijala asked a question regarding associated expenses for next year's grant and Town Manager Ladner answered his question.

The Commission discussed setting the Final Budget Hearing. There was a consensus to schedule the Final Budget Hearing on September 17, 2024, at 6:00 p.m.

ADJOURNMENT

Meeting Adjourned at 4:32 p.m.

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Town Commission on October 7, 2024.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

**REGULAR TOWN COMMISSION MEETING MINUTES
SEPTEMBER 9, 2024**

CALL TO ORDER

The meeting was called to order by Mayor Pugh at 6:00 p.m.

ROLL CALL

Town Clerk Avery led the roll call, which was answered by the following:

Mayor Pugh	Present
Vice Mayor Coz	Present
Commissioner Aijala Jr.	Present
Commissioner Cassidy	Present
Commissioner Hutchins	Present

PLEDGE OF ALLEGIANCE

Mayor Pugh led the pledge of allegiance.

ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA

Town Manager Ladner requested that the Selection of Lobbyist be added to the consent agenda as item #9a.

Commissioner Cassidy moved to approve the agenda as amended; seconded by Vice Mayor Coz. Motion carried 5-0. (1:46)

PRESENTATIONS & PROCLAMATIONS

1. Palm Beach County School Board Member Erica Whitfield – State of Education Report

Town Clerk Avery introduced Palm Beach County School Board Member Erica Whitfield.

Ms. Whitfield gave an update on school grades, attendance, and the referendum sales tax.

The Commission asked questions regarding the number of schools, classroom size, sales tax fund, and yearly budget and she answered their questions. Ms. Whitfield advised that if they had any questions or concerns, to please contact her.

2. Chief McClure to Present Newly Promoted Lt. Chobin and Congratulate Ofc. Pilon.

Chief McClure presented and congratulated the newly promoted LT. Chobin, and he announced that Officer Ramirez was promoted to Sergeant. He also announced new Reserve Officer Curtis Kravel. Chief McClure commended Officer Pilon and awarded him the life-saving award for saving the life of an unconscious individual on July 30th.

**REGULAR TOWN COMMISSION MEETING MINUTES
SEPTEMBER 9, 2024**

ANNOUNCEMENTS

3. The meeting schedule for the next meeting is as follows: Special Town Commission Meeting for the Final Budget Hearing on Tuesday, September 17, 2024, at 6:00 pm; Regular Town Commission Meeting on Monday, October 7, 2024, at 6:00 pm; Community Standards Hearing on Tuesday, October 1, 2024, at 10:00 am; Planning & Zoning Meeting on Tuesday, September 17 at 9:00 am; Board of Adjustment Meeting has been canceled; All meetings are held in the Commission Chambers at the Town Hall.
4. The Annual Municipal Election will be held on March 11, 2025. There is one Town Commission seat open. Candidate filing dates run from November 4, 2024, at Noon through November 15, 2024, at Noon in the Town Clerk's Office. / La Elección Municipal Anual se llevará a cabo el 11 de marzo de 2025. Hay un puesto vacante en la Comisión Municipal. Las fechas de presentación de candidatos van desde el 4 de noviembre de 2024 al mediodía hasta el 15 de noviembre de 2024 al mediodía en la Oficina del Secretario Municipal.
5. Residents who wish to sign up to receive important Town notifications and news through Civic Ready should sign up on the Town's website or call Town Hall for assistance.

Town Clerk Avery read the announcements into the record.

Town Manager Ladner announced that FEMA is holding a Flood Map Outreach meeting at the Boynton Beach Police Department Community Room this Wednesday from 5:00 p.m. to 8:00 p.m.

PUBLIC COMMENT - (3-minute individual limit)

Mayor Pugh opened the floor for public comment.

The following spoke: Betty Bingham, Terry Brown, Victor Martel, Joe Belmonte, and Town Clerk Avery read a letter into the record from Melanie and Robert Rodriguez.

Mayor Pugh closed the floor for public comment.

APPROVAL OF CONSENT AGENDA

6. Adopt Minutes of the Special Town Commission Meeting and Budget Workshop of July 25, 2024.
7. Adopt Minutes of the Special Town Commission Budget Workshop Meeting of August 5, 2024.
8. Adopt Minutes of the Regular Town Commission Meeting of August 5, 2024.
9. July Revenue and Expenditure Report
- 9a. Selection of Lobbyist (**ADDED TO AGENDA**)

Vice Mayor Coz moved to approve the Consent Agenda as amended; seconded by Commissioner Cassidy. Motion carried 5-0. (39:02)

**REGULAR TOWN COMMISSION MEETING MINUTES
SEPTEMBER 9, 2024
PUBLIC HEARING ON THE FY25 BUDGET**

10. a. Presentation of the Tentative Budget & Proposed Millage Rate for FY 2024/2025

Town Manager Ladner presented and reviewed the budget as provided in the packet.

b. Announce the Town of Ocean Ridge Computed Millage Rate is Higher Than the Rolled Back Rate of 4.9271 by 10 %. The millage to be levied is 5.400.

Town Manager Ladner announced that the computed millage rate was higher than the rolled-back rate of 4.9271 by 10% and that the millage rate to be levied is 5.400.

c. Public Comment & Comments from Commissioners

Mayor Pugh opened the floor for public comment. The following spoke: Nick Arsali, Eva Asner, and Terry Brown. Mayor Pugh closed the floor for public comment.

d. Resolution No. 2024-08: Adoption of Tentative Millage Rate for Fiscal Year 2024/2025

Town Clerk Avery read the resolution by title into the record.

Mayor Pugh opened the floor for public comment and there were no comments. Mayor Pugh closed the floor for public comment.

Vice Mayor Coz moved to approve Resolution 2024-08: Adoption of Tentative Budget for Fiscal Year 2024/2025; seconded by Commissioner Aijala. Motion carried 5-0. (47:23)

(Town Clerk's Note: Resolution passed at 6:47 p.m.)

e. Resolution No. 2024-09: Adoption of Tentative Budget for Fiscal Year 2024/2025

Town Clerk Avery read the resolution by title into the record.

Mayor Pugh opened the floor for public comment and there were no comments. Mayor Pugh closed the floor for public comment.

Vice Mayor Coz moved to approve Resolution 2024-09: Adoption of Tentative Budget for Fiscal Year 2024/2025; seconded by Commissioner Cassidy. Motion carried 5-0. (48:04)

(Town Clerk's Note: Resolution passed at 6:48 p.m.)

f. Announce the second/final hearing on the FY 2024/2025 Budget will be held at 6:00 p.m. on Monday, September 23, 2024.

Mayor Pugh announced the final hearing date for the 2024/2025 Budget on Tuesday, September 17, 2024.

**REGULAR TOWN COMMISSION MEETING MINUTES
SEPTEMBER 9, 2024**

Mayor Pugh closed the Public Budget Hearing.

REGULAR AGENDA ITEMS

11. Discussion of the Appointment of Two Planning & Zoning Commission Positions

Town Manager Ladner explained the item.

There was a discussion on moving one alternate member up to the full-member position and advertising the two positions.

Mayor Pugh opened the floor for public comment. Hearing none, he closed the floor for public comment.

Commissioner Hutchins moved to move Alternate Member Sigety up to the full member position of the Planning & Zoning Commission; seconded by Commissioner Cassidy. Motion carried 5-0. (50:49)

The Commission decided that they would appoint two new Alternate Members at the November regular meeting.

12. Approval of Planning & Zoning Development Order for 21 Hudson Ave.

Harry Rauch, owner of the property, requested a six-month extension for his Development Order expiring in November.

Commissioner Cassidy noted that his property has been listed since June as “shovel ready with approved site plans”. The Commission had concerns about plans changing and may not meet FEMA requirements.

Town Attorney Goddeau provided background information on the item. She stated that the Development Order was for eighteen (18) months and could be extended an additional six (6) months with Commission approval.

Mayor Pugh opened the floor for public comment. Hearing none, he closed the floor for public comment.

Vice Mayor Coz moved to move to deny the 6-month extension request for 21 Hudson Avenue; seconded by Commissioner Cassidy. Motion carried 5-0. (1:00)

13. Resolution 2024-10: Resolution of the Town Commission of the Town of Ocean Ridge, of Palm Beach County, Florida, Adopting Budget Amendments For the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024, Providing for an Effective Date

Mayor Pugh read the Resolution into the record by title only.

REGULAR TOWN COMMISSION MEETING MINUTES

SEPTEMBER 9, 2024

Town Manager Ladner explained the item.

Mayor Pugh opened the floor for public comment. Hearing none, he closed the floor for public comment.

Commissioner Cassidy moved to move to adopt Resolution 2024-10 Avenue; seconded by Vice Mayor Coz. Motion carried 5-0. (1:02)

STAFF & COMMITTEE REPORTS

14. Town Manager

Town Manager Ladner read her report into the record. She announced that she was having surgery and would be working remotely starting September 23 through the first week in October.

15. Town Attorney

Town Attorney Goddeau provided a response to Commissioner Hutchins regarding new developments saying they could voluntarily make contributions to the School District, but it is not a requirement.

16. Police Chief

Chief McClure advised that his report was included in the meeting packet. He announced that October 26, 2024, is National Prescription Drug Take Back Day. He also mentioned that phone and internet frauds have increased, please notify the Police Department if you suspect something suspicious.

Commissioner Cassidy mentioned that her friend was a victim of a fraud and she commended Sergeant Emeri and Officer Pilon for their professionalism and assistance.

ADJOURNMENT

Meeting Adjourned at 7:11 p.m.

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Town Commission on October 7, 2024.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

**SPECIAL TOWN COMMISSION MEETING MINUTES
SEPTEMBER 20, 2024**

CALL TO ORDER

The meeting was called to order by Vice Mayor Coz at 5:01 p.m.

ROLL CALL

Town Clerk Avery led the roll call, which was answered by the following:

Mayor Pugh	Present	
Vice Mayor Coz	Present	
Commissioner Aijala	Present	(Via Phone)
Commissioner Cassidy	Present	
Commissioner Hutchins	Present	

PLEDGE OF ALLEGIANCE

Mayor Pugh led the pledge of allegiance.

ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA

Vice Mayor Coz moved to approve the agenda; seconded by Commissioner Hutchins. Motion carried 4-0. (1:16)

PUBLIC COMMENT - (3-minute individual limit)

Mayor Pugh opened the floor for public comment and there were none. Mayor Pugh closed the floor for public comment.

PUBLIC HEARING ON THE FY25 BUDGET

1. a. Presentation of the Final Budget & Final Milage Rate for FY 2024/2025

Town Attorney Goddeau presented the final FY 2025 budget on behalf of Town Manager Ladner. She announced that the computed millage rate is higher than the rolled back rate of 4.9271 by 10% and the millage to be levied at 5.4000.

b. Announce the Town of Ocean Ridge Computed Milage Rate is Higher Than the Rolled Back Rate of 4.9271 by 10%. The millage to be levied is 5.4000.

Mayor Pugh announced the Town of Ocean Ridge Computed Millage Rate is Higher Than the Rolled Back Rate of 4.9271 by 10%. The millage to be levied is 5.4000.

c. Public Comment & Comments from Commissioners

Mayor Pugh opened the floor for public comment and there were none. Mayor Pugh closed the floor for public comment and asked for the Commissioner's discussion.

**SPECIAL TOWN COMMISSION MEETING MINUTES
SEPTEMBER 20, 2024**

Commissioner Cassidy mentioned that Town Manager Ladner reverted to the previous number on the narrative in error. She also discussed the Fire contract amount and there was further discussion regarding that contract.

d. Resolution No. 2024-11: Adoption of final Millage Rate for Fiscal Year 2024-2025

Mayor Pugh opened the floor for public comment and there were none. Mayor Pugh closed the floor for public comment.

Vice Mayor Coz moved to adopt Resolution 2024-12; seconded by Commissioner Cassidy. Motion carried 4-0. (8:43)

Town Attorney Goddeau informed the Commission that Town Manager Ladner sent her a message stating that the total amount of the budget was correct, and the Resolution amount had not been updated since the previous meeting.

There was a discussion regarding the total amount of the Final Budget and a discussion that the motion must be re-done and started over with the first resolution.

Town Attorney Goddeau announced that the computed millage rate is higher than the rolled back rate of 4.9271 by 10% and the millage to be levied at 5.4000.

Commissioner Hutchins moved to adopt Resolution 2024-11; seconded by Commissioner Cassidy. Motion carried 4-0. (13:55)

(Resolution adopted at 5:14 p.m.)

e. Resolution No. 2024-12: Adoption of Final Budget for Fiscal Year 2024/2025

Commissioner Cassidy moved to adopt Resolution 2024-12 reflecting the corrected amount of \$13,506,409.00; seconded by Vice Mayor Coz. Motion carried 4-0. (15:03)

(Resolution adopted at 5:16 p.m.)

f. Resolution No. 2024-13: Updating and Re-appropriating Funds for the Capital Projects Fund for FY2024/2025

Vice Mayor Coz moved to adopt Resolution 2024-13; seconded by Commissioner Cassidy. Motion carried 4-0. (16:11)

(Resolution adopted at 5:17 p.m.)

**SPECIAL TOWN COMMISSION MEETING MINUTES
SEPTEMBER 20, 2024**

ADJOURNMENT

Meeting Adjourned at 5:18 p.m.

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Town Commission on October 7, 2024.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

DRAFT

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 09/30/2024

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 09/30/2024 (Abnormal)	Activity For 09/30/2024 (Decrease)	Balance Normal	Available 09/30/2024 (Abnormal)	% Bdg Used
Fund: 001 GENERAL FUND							
Account Category: Revenues							
Department: 310.000 TAXES							
001-310.000-311.000	AD VALOREM TAXES (NET)	8,284,121.00	7,949,840.65	0.00	334,280.35		95.96
001-310.000-312.410	LOCAL OPTION 6 CENT GAS TAX	37,000.00	28,535.15	0.00	8,464.85		77.12
001-310.000-312.420	SECOND LOCAL OPTION FUEL TAX	17,500.00	17,735.61	0.00	(235.61)		101.35
001-310.000-313.100	ELECTRIC FRANCHISE TAX	225,000.00	191,058.94	31,628.55	33,941.06		84.92
001-310.000-314.100	UTILITY SERVICE TAX ELECTRIC	290,000.00	205,004.40	23,265.45	84,995.60		70.69
001-310.000-314.800	UTILITY SERVICE TAX PROPANE	55,000.00	58,933.46	12,027.02	(3,933.46)		107.15
001-310.000-314.900	UTILITY SERVICE TAX WATER	100,000.00	68,292.96	0.00	31,707.04		68.29
001-310.000-315.000	COMMUNICATION SERVICES TAX	41,000.00	35,341.36	3,003.79	5,658.64		86.20
001-310.000-319.100	INTEREST ON DELINQUENT TAXES	1,500.00	2,712.56	0.00	(1,212.56)		180.84
001-310.000-335.200	LOCAL GOVT 1 CENT SALES TAX	150,000.00	152,903.81	0.00	(2,903.81)		101.94
Total Dept 310.000 - TAXES		9,201,121.00	8,710,358.90	69,924.81	490,762.10		94.67
Department: 320.000 LICENSES & PERMITS							
001-320.000-321.100	PROF & OCCUPATIONAL LICENSES	1,300.00	948.00	70.00	352.00		72.92
001-320.000-322.100	BUILDING PERMITS	750,000.00	711,336.19	18,972.00	38,663.81		94.84
001-320.000-329.100	SIGN PERMITS	300.00	335.00	20.00	(35.00)		111.67
001-320.000-329.200	ALARM USER PERMITS	2,000.00	1,570.00	0.00	430.00		78.50
001-320.000-329.600	RENTAL REGISTRATIONS	2,000.00	1,655.00	35.00	345.00		82.75
Total Dept 320.000 - LICENSES & PERMITS		755,600.00	715,844.19	19,097.00	39,755.81		94.74
Department: 330.000 INTERGOVERNMENTAL REVENUE							
001-330.000-331.100	FEMA GRANT MONIES	5,000.00	0.00	0.00	5,000.00		0.00
001-330.000-331.300	JAG GRANT MONIES	2,500.00	0.00	0.00	2,500.00		0.00
001-330.000-335.120	STATE REVENUE SHARING PROCEEDS	52,000.00	62,873.07	4,875.42	(10,873.07)		120.91
001-330.000-335.150	ALCOHOLIC BEVERAGE LICENSES	140.00	0.00	0.00	140.00		0.00
001-330.000-335.181	LOCAL GOVT 1/2 CENT SALES TAX	165,000.00	156,062.34	0.00	8,937.66		94.58
001-330.000-335.490	REBATE ON MUNICIPAL VEHICLES	2,500.00	948.82	0.00	1,551.18		37.95
001-330.000-335.900	ST LIGHT MAINTENANCE REIMBURSE	13,000.00	42,065.25	0.00	(29,065.25)		323.58
001-330.000-338.000	PB COUNTY & CTY WIDE OCC LIC	7,000.00	5,144.73	1,833.99	1,855.27		73.50
001-330.000-338.300	PBC SOLID WASTE RECYCL PROGRAM	550.00	0.00	0.00	550.00		0.00
001-330.000-338.400	911 DPS RELATED REIMBURSEMENTS	600.00	0.00	0.00	600.00		0.00
001-330.000-338.500	PB COUNTY 1250 MONIES	550.00	1,050.21	0.00	(500.21)		190.95
Total Dept 330.000 - INTERGOVERNMENTAL REVENUE		248,840.00	268,144.42	6,709.41	(19,304.42)		107.76
Department: 340.000 CHARGES FOR SERVICES							
001-340.000-341.200	ZONING FEES	30,000.00	25,040.00	0.00	4,960.00		83.47
001-340.000-341.300	SALE OF MAPS & PUBLICATIONS	0.00	128.55	0.00	(128.55)		100.00
001-340.000-341.400	CERT COPYING RECORD SEARCH ETC	5,000.00	2,654.45	120.00	2,345.55		53.09
001-340.000-341.900	OTHER GEN GOVT CHARGES & FEES	11,000.00	11,393.75	994.50	(393.75)		103.58
001-340.000-342.100	LAW ENFORCEMENT/FIRE SERVICE	221,700.00	76,428.92	0.00	145,271.08		34.47
001-340.000-342.300	ALARM MONITORING	40,000.00	31,941.00	25.00	8,059.00		79.85
001-340.000-342.800	SPECIAL DETAIL SERVICES	45,000.00	1,505.00	0.00	43,495.00		3.34
001-340.000-342.900	OTHER PUB SAFETY CHARGES & FEES	1,500.00	469.58	50.75	1,030.42		31.31
001-340.000-343.400	GARBAGE AND TRASH REVENUE	340,000.00	323,009.30	770.00	16,990.70		95.00
001-340.000-343.900	LOT MOWING AND CLEARING	0.00	314.00	0.00	(314.00)		100.00
Total Dept 340.000 - CHARGES FOR SERVICES		694,200.00	472,884.55	1,960.25	221,315.45		68.12
Department: 350.000 FINES & FORFEITURES							

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 09/30/2024

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 09/30/2024 (Abnormal)	Activity For 09/30/2024 (Decrease)	Balance Normal	Available 09/30/2024 (Abnormal)	% Bdgt Used
Fund: 001 GENERAL FUND							
Account Category: Revenues							
Department: 350.000 FINES & FORFEITURES							
001-350.000-351.100	COURT FINES - COURT CASES	1,850.00	3,672.15	625.49		(1,822.15)	198.49
001-350.000-351.300	POLICE EDUCATION \$2.00	400.00	478.22	84.00		(78.22)	119.56
001-350.000-354.000	VIOLATIONS OF LOCAL ORDINANCES	25,000.00	12,710.18	390.00		12,289.82	50.84
Total Dept 350.000 - FINES & FORFEITURES		27,250.00	16,860.55	1,099.49		10,389.45	61.87
Department: 360.000 MISCELLANEOUS REVENUES							
001-360.000-361.100	INTEREST EARNED (SAV, INV, ETC.)	200,000.00	288,370.25	0.00		(88,370.25)	144.19
001-360.000-361.320	INTEREST EARNED-PB CO TAX COLL	5,000.00	7,778.51	0.00		(2,778.51)	155.57
001-360.000-361.390	INTEREST OTHER (LIENS, ETC.)	1,500.00	163.57	0.00		1,336.43	10.90
001-360.000-364.410	EQUIPMENT SALES & COMPENSATION	500.00	0.00	0.00		500.00	0.00
001-360.000-366.900	MISC CONTRIB PRIVATE SOURCES	500.00	353.50	0.00		146.50	70.70
Total Dept 360.000 - MISCELLANEOUS REVENUES		207,500.00	296,665.83	0.00		(89,165.83)	142.97
Department: 380.000 NON - REVENUES							
001-380.000-380.100	FUND BALANCE UNAPPROPRIATED	2,077,407.00	0.00	0.00		2,077,407.00	0.00
001-380.000-388.200	INSURANCE PROCEEDS	5,000.00	0.00	0.00		5,000.00	0.00
Total Dept 380.000 - NON - REVENUES		2,082,407.00	0.00	0.00		2,082,407.00	0.00
Revenues		13,216,918.00	10,480,758.44	98,790.96		2,736,159.56	79.30
Account Category: Expenditures							
Department: 511.101 TOWN COMMISSION							
001-511.101-501.100	EXECUTIVE SALARIES	6,000.00	6,000.00	500.00		0.00	100.00
001-511.101-502.100	FICA TAXES	459.00	459.00	38.25		0.00	100.00
001-511.101-502.200	RETIREMENT CONTRIBUTIONS	825.00	841.94	0.00		(16.94)	102.05
001-511.101-502.400	WORKERS' COMPENSATION	17,500.00	6,176.20	0.00		11,323.80	35.29
001-511.101-504.000	TRAVEL & PER DIEM	5,000.00	4,228.32	0.00		771.68	84.57
001-511.101-504.100	COMMUNICATIONS SERV PHONE ETC	3,000.00	2,767.20	251.60		232.80	92.24
001-511.101-504.500	INSURANCE LIAB, HAZARD, DAMAGE	25,171.53	1,823.60	0.00		23,347.93	7.24
001-511.101-504.900	OTHER CURRENT CHARGES	500.00	0.00	0.00		500.00	0.00
001-511.101-505.400	SUBSC, MEMBERSHIPS, EDUCATION	2,550.00	2,469.50	0.00		80.50	96.84
Total Dept 511.101 - TOWN COMMISSION		61,005.53	24,765.76	789.85		36,239.77	40.60
Department: 512.102 TOWN MANAGER							
001-512.102-501.100	EXECUTIVE SALARIES	146,063.00	143,382.19	11,809.60		2,680.81	98.16
001-512.102-501.400	OVERTIME & VACATION PAY	3,500.00	0.00	0.00		3,500.00	0.00
001-512.102-501.410	VACATION PAY	3,172.34	2,877.40	0.00		294.94	90.70
001-512.102-502.100	FICA TAXES	11,217.39	11,188.87	903.43		28.52	99.75
001-512.102-502.200	RETIREMENT CONTRIBUTIONS	51,882.98	50,299.70	0.00		1,583.28	96.95
001-512.102-502.300	LIFE & HEALTH INSURANCE	11,004.00	12,316.44	1,042.48		(1,312.44)	111.93
001-512.102-502.310	LONG TERM DISABILITY	660.00	193.32	0.00		466.68	29.29
001-512.102-502.400	WORKERS' COMPENSATION	3,500.00	1,235.24	0.00		2,264.76	35.29
001-512.102-504.000	TRAVEL & PER DIEM	3,650.00	6,701.73	0.00		(3,051.73)	183.61
001-512.102-504.100	COMMUNICATIONS SERV PHONE ETC	600.00	586.10	66.65		13.90	97.68
001-512.102-504.500	INSURANCE LIAB, HAZARD, DAMAGE	387.91	364.72	0.00		23.19	94.02
001-512.102-504.610	REPAIR & MAINTENANCE	2,300.00	15.35	0.00		2,284.65	0.67
001-512.102-505.210	OPERATING SUPPLIES GAS & OIL	3,600.00	0.00	0.00		3,600.00	0.00
001-512.102-505.400	SUBSC, MEMBERSHIPS, EDUCATION	3,639.00	2,880.25	0.00		758.75	79.15

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 09/30/2024

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 09/30/2024 (Abnormal)	Activity For 09/30/2024 (Decrease)	Balance Normal	Available 09/30/2024 (Abnormal)	% Bdg Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 512.102 TOWN MANAGER							
Total Dept 512.102 - TOWN MANAGER		245,176.62	232,041.31	13,822.16		13,135.31	94.64
Department: 513.103 TOWN CLERK/FINANCE							
001-513.103-501.100	EXECUTIVE SALARIES	89,483.63	89,658.02	6,996.62		(174.39)	100.19
001-513.103-501.200	REGULAR SALARIES AND WAGES	199,956.89	151,862.45	11,695.37		48,094.44	75.95
001-513.103-501.210	ONE TIME LUMP SUM INCREASE	27,500.00	0.00	0.00		27,500.00	0.00
001-513.103-501.400	OVERTIME & VACATION PAY	2,000.00	16,961.97	0.00		(14,961.97)	848.10
001-513.103-501.410	VACATION PAY	5,174.79	2,096.72	0.00		3,078.07	40.52
001-513.103-502.100	FICA TAXES	18,298.07	19,934.33	1,429.92		(1,636.26)	108.94
001-513.103-502.200	RETIREMENT CONTRIBUTIONS	33,269.61	34,568.30	0.00		(1,298.69)	103.90
001-513.103-502.300	LIFE & HEALTH INSURANCE	62,162.80	41,297.20	3,477.35		20,865.60	66.43
001-513.103-502.310	LONG TERM DISABILITY	1,164.00	431.00	0.00		733.00	37.03
001-513.103-502.400	WORKERS' COMPENSATION	14,000.00	3,705.72	0.00		10,294.28	26.47
001-513.103-503.200	ACCOUNTING & AUDITING	34,500.00	26,125.00	0.00		8,375.00	75.72
001-513.103-503.400	OTHER CONTRACTUAL SERVICES	17,599.00	679.41	0.00		16,919.59	3.86
001-513.103-504.000	TRAVEL & PER DIEM	2,650.00	2,369.70	0.00		280.30	89.42
001-513.103-504.500	INSURANCE LIAB, HAZARD, DAMAGE	1,163.72	1,094.16	0.00		69.56	94.02
001-513.103-504.610	REPAIR & MAINTENANCE	1,000.00	376.96	0.00		623.04	37.70
001-513.103-504.900	OTHER CURRENT CHARGES	4,500.00	3,862.19	0.00		637.81	85.83
001-513.103-505.400	SUBSC, MEMBERSHIPS, EDUCATION	2,225.00	395.00	0.00		1,830.00	17.75
001-513.103-506.400	MACHINERY & EQUIPMENT	1,000.00	0.00	0.00		1,000.00	0.00
Total Dept 513.103 - TOWN CLERK/FINANCE		517,647.51	395,418.13	23,599.26		122,229.38	76.39
Department: 514.104 LEGAL							
001-514.104-503.100	PROFESSIONAL SERVICES	172,500.00	75,506.39	0.00		96,993.61	43.77
001-514.104-503.110	LEGAL SPECIAL COUNSEL	183,000.00	8,570.44	0.00		174,429.56	4.68
001-514.104-504.700	PRINTING	5,000.00	0.00	0.00		5,000.00	0.00
Total Dept 514.104 - LEGAL		360,500.00	84,076.83	0.00		276,423.17	23.32
Department: 515.105 APPOINTED BOARDS							
001-515.105-504.500	INSURANCE LIAB, HAZARD, DAMAGE	5,430.69	5,105.93	0.00		324.76	94.02
001-515.105-504.900	OTHER CURRENT CHARGES	750.00	1,171.11	0.00		(421.11)	156.15
Total Dept 515.105 - APPOINTED BOARDS		6,180.69	6,277.04	0.00		(96.35)	101.56
Department: 519.106 OTHER GENERAL GOVERNMENT							
001-519.106-503.100	PROFESSIONAL SERVICES	84,000.00	110,570.09	17,809.17		(26,570.09)	131.63
001-519.106-503.400	OTHER CONTRACTUAL SERVICES	55,935.71	57,867.23	0.00		(1,931.52)	103.45
001-519.106-504.100	COMMUNICATIONS SERV PHONE ETC	14,990.00	16,263.87	1,403.19		(1,273.87)	108.50
001-519.106-504.200	POSTAGE & FREIGHT	3,240.00	693.87	0.00		2,546.13	21.42
001-519.106-504.300	UTILITY SERVICE - ELEC & WATER	10,000.00	8,608.23	784.61		1,391.77	86.08
001-519.106-504.400	RENTALS & LEASES	2,040.00	3,044.03	297.07		(1,004.03)	149.22
001-519.106-504.500	INSURANCE LIAB, HAZARD, DAMAGE	163,627.92	152,548.66	1,403.90		11,079.26	93.23
001-519.106-504.610	REPAIR & MAINTENANCE	52,430.00	46,095.14	1,216.52		6,334.86	87.92
001-519.106-504.700	PRINTING	3,000.00	2,915.70	0.00		84.30	97.19
001-519.106-504.900	OTHER CURRENT CHARGES	18,075.00	12,261.39	0.00		5,813.61	67.84
001-519.106-504.910	ELECTION EXPENSES	13,200.00	2,804.35	0.00		10,395.65	21.25
001-519.106-505.100	OFFICE SUPPLIES	8,000.00	4,309.88	234.49		3,690.12	53.87
001-519.106-505.200	OPERATING SUPPLIES	4,500.00	5,252.37	572.56		(752.37)	116.72

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 09/30/2024

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 09/30/2024 (Abnormal)	Activity For 09/30/2024 (Decrease)	Balance Normal	Available 09/30/2024 (Abnormal)	% Bdg Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 519.106 OTHER GENERAL GOVERNMENT							
001-519.106-505.400	SUBSC, MEMBERSHIPS, EDUCATION	22,678.00	1,547.40	0.00		21,130.60	6.82
001-519.106-506.400	MACHINERY & EQUIPMENT	1,000.00	1,042.18	0.00		(42.18)	104.22
001-519.106-507.000	COVENANT FROM DRAINAGE LOAN	400,000.00	701,915.52	0.00		(301,915.52)	175.48
001-519.106-507.010	COVENANTS FROM TH LOAN	223,000.00	71,692.88	0.00		151,307.12	32.15
001-519.106-507.200	DEBT SERVICE - INTEREST	158,000.00	161.10	0.00		157,838.90	0.10
Total Dept 519.106 - OTHER GENERAL GOVERNMENT		1,237,716.63	1,199,593.89	23,721.51		38,122.74	96.92
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL							
001-521.107-501.100	EXECUTIVE SALARIES	131,645.60	126,313.76	10,007.29		5,331.84	95.95
001-521.107-501.110	ONE TIME LUMP SUM INCREASE	2,000.00	0.00	0.00		2,000.00	0.00
001-521.107-501.200	REGULAR SALARIES AND WAGES	1,803,820.62	1,617,017.44	199,113.72		186,803.18	89.64
001-521.107-501.210	ONE TIME LUMP SUM INCREASE	26,570.00	3,000.00	0.00		23,570.00	11.29
001-521.107-501.400	OVERTIME & VACATION PAY	125,000.00	128,418.43	5,568.56		(3,418.43)	102.73
001-521.107-501.410	VACATION PAY	15,000.00	1,766.14	0.00		13,233.86	11.77
001-521.107-501.500	SPECIAL PAY INCENTIVE	18,000.00	13,430.00	1,130.00		4,570.00	74.61
001-521.107-501.510	SPECIAL DETAIL PAY	40,000.00	1,980.00	0.00		38,020.00	4.95
001-521.107-501.600	HOLIDAY PAY	103,038.61	83,552.52	4,273.91		19,486.09	81.09
001-521.107-502.100	FICA TAXES	148,063.17	151,159.95	16,837.12		(3,096.78)	102.09
001-521.107-502.200	RETIREMENT CONTRIBUTIONS	557,615.30	528,762.29	0.00		28,853.01	94.83
001-521.107-502.300	LIFE & HEALTH INSURANCE	312,058.00	242,739.28	21,970.01		69,318.72	77.79
001-521.107-502.310	LONG TERM DISABILITY	9,792.00	2,908.42	0.00		6,883.58	29.70
001-521.107-502.400	WORKERS' COMPENSATION	87,500.00	30,881.40	0.00		56,618.60	35.29
001-521.107-503.100	PROFESSIONAL SERVICES	94,335.00	53,262.59	2,309.16		41,072.41	56.46
001-521.107-503.400	OTHER CONTRACTUAL SERVICES	1,423,480.84	1,423,480.84	0.00		0.00	100.00
001-521.107-504.000	TRAVEL & PER DIEM	104,200.00	1,768.60	78.63		102,431.40	1.70
001-521.107-504.100	COMMUNICATIONS SERV PHONE ETC	23,700.00	23,999.01	1,920.67		(299.01)	101.26
001-521.107-504.200	POSTAGE & FREIGHT	1,500.00	626.75	0.00		873.25	41.78
001-521.107-504.300	UTILITY SERVICE - ELEC & WATER	12,500.00	9,351.01	784.61		3,148.99	74.81
001-521.107-504.400	RENTALS & LEASES	3,328.00	2,621.04	211.27		706.96	78.76
001-521.107-504.500	INSURANCE LIAB, HAZARD, DAMAGE	56,972.40	55,550.06	0.00		1,422.34	97.50
001-521.107-504.610	REPAIR & MAINTENANCE	80,210.00	31,953.18	807.00		48,256.82	39.84
001-521.107-504.620	REPAIR & MAINTENANCE VEHICLE	25,500.00	10,900.23	195.90		14,599.77	42.75
001-521.107-504.630	REPAIR & MAINTENANCE DISPATCH	22,500.00	14,061.70	0.00		8,438.30	62.50
001-521.107-504.700	PRINTING	1,500.00	333.47	0.00		1,166.53	22.23
001-521.107-504.900	OTHER CURRENT CHARGES	3,500.00	2,235.17	0.00		1,264.83	63.86
001-521.107-505.100	OFFICE SUPPLIES	5,000.00	3,475.75	38.54		1,524.25	69.52
001-521.107-505.200	OPERATING SUPPLIES	25,300.00	12,322.25	0.00		12,977.75	48.70
001-521.107-505.210	OPERATING SUPPLIES GAS & OIL	50,750.00	37,522.26	3,892.24		13,227.74	73.94
001-521.107-505.220	OPERATING SUPPLIES UNIFORM/EMB	24,698.00	18,075.17	172.78		6,622.83	73.18
001-521.107-505.400	SUBSC, MEMBERSHIPS, EDUCATION	18,460.00	14,378.32	75.00		4,081.68	77.89
001-521.107-506.200	BUILDINGS (CAPITAL OUTLAY)	0.00	1,040.00	0.00		(1,040.00)	100.00
001-521.107-506.400	MACHINERY & EQUIPMENT	34,000.00	24,997.20	9,945.88		9,002.80	73.52
Total Dept 521.107 - LAW ENFORCEMENT & FIRE CONTROL		5,391,537.54	4,673,884.23	279,332.29		717,653.31	86.69
Department: 524.108 INSPECTIONS							
001-524.108-501.200	REGULAR SALARIES AND WAGES	135,175.17	84,534.21	5,976.93		50,640.96	62.54

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 09/30/2024

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GL Number	Description	23-24 Amended Budget	YTD Balance 09/30/2024 (Abnormal)	Activity For 09/30/2024 (Decrease)	Balance Normal	Available 09/30/2024 (Abnormal)	% Bdgt Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 524.108 INSPECTIONS							
001-524.108-501.210	ONE TIME LUMP SUM INCREASE	2,500.00	0.00	0.00	2,500.00	0.00	
001-524.108-501.400	OVERTIME & VACATION PAY	1,000.00	4,348.35	0.00	(3,348.35)	434.84	
001-524.108-502.100	FICA TAXES	10,340.90	6,799.49	457.23	3,541.41	65.75	
001-524.108-502.200	RETIREMENT CONTRIBUTIONS	1,351.75	11,800.65	0.00	(10,448.90)	872.99	
001-524.108-502.300	LIFE & HEALTH INSURANCE	23,548.00	22,455.58	1,877.50	1,092.42	95.36	
001-524.108-502.310	LONG TERM DISABILITY	996.00	101.52	0.00	894.48	10.19	
001-524.108-502.400	WORKERS' COMPENSATION	10,500.00	3,705.72	0.00	6,794.28	35.29	
001-524.108-503.100	PROFESSIONAL SERVICES	290,907.00	331,722.92	2,030.00	(40,815.92)	114.03	
001-524.108-503.400	OTHER CONTRACTUAL SERVICES	33,500.00	34,640.87	0.00	(1,140.87)	103.41	
001-524.108-504.000	TRAVEL & PER DIEM	2,525.00	0.00	0.00	2,525.00	0.00	
001-524.108-504.100	COMMUNICATIONS SERV PHONE ETC	1,200.00	2,694.09	170.62	(1,494.09)	224.51	
001-524.108-504.200	POSTAGE & FREIGHT	1,760.00	0.00	0.00	1,760.00	0.00	
001-524.108-504.400	RENTALS & LEASES	3,985.00	2,762.65	251.15	1,222.35	69.33	
001-524.108-504.500	INSURANCE LIAB, HAZARD, DAMAGE	1,163.72	1,094.16	0.00	69.56	94.02	
001-524.108-504.610	REPAIR & MAINTENANCE	79,890.00	0.00	0.00	79,890.00	0.00	
001-524.108-504.620	REPAIR & MAINTENANCE VEHICLE	2,000.00	167.50	0.00	1,832.50	8.38	
001-524.108-504.700	PRINTING	500.00	247.50	0.00	252.50	49.50	
001-524.108-504.900	OTHER CURRENT CHARGES	7,200.00	522.21	0.00	6,677.79	7.25	
001-524.108-505.100	OFFICE SUPPLIES	1,750.00	261.20	0.00	1,488.80	14.93	
001-524.108-505.200	OPERATING SUPPLIES	500.00	199.00	0.00	301.00	39.80	
001-524.108-505.210	OPERATING SUPPLIES GAS & OIL	3,500.00	62.14	0.00	3,437.86	1.78	
001-524.108-505.220	OPERATING SUPPLIES UNIFORM/EMB	300.00	0.00	0.00	300.00	0.00	
001-524.108-505.400	SUBSC, MEMBERSHIPS, EDUCATION	4,870.00	508.00	0.00	4,362.00	10.43	
001-524.108-506.400	MACHINERY & EQUIPMENT	4,900.00	0.00	0.00	4,900.00	0.00	
Total Dept 524.108 - INSPECTIONS		625,862.54	508,627.76	10,763.43	117,234.78	81.27	
Department: 534.111 GARBAGE & SOLID WASTE							
001-534.111-503.400	OTHER CONTRACTUAL SERVICES	312,000.00	285,242.72	0.00	26,757.28	91.42	
Total Dept 534.111 - GARBAGE & SOLID WASTE		312,000.00	285,242.72	0.00	26,757.28	91.42	
Department: 539.112 OTHER PHYSICAL ENVIRONMENT							
001-539.112-503.100	PROFESSIONAL SERVICES	0.00	6,327.00	0.00	(6,327.00)	100.00	
001-539.112-503.120	TOWN ENGINEER	118,000.00	52,243.75	0.00	65,756.25	44.27	
001-539.112-503.400	OTHER CONTRACTUAL SERVICES	349,480.00	249,868.58	11,770.65	99,611.42	71.50	
001-539.112-504.610	REPAIR & MAINTENANCE	11,000.00	9,711.30	0.00	1,288.70	88.28	
Total Dept 539.112 - OTHER PHYSICAL ENVIRONMENT		478,480.00	318,150.63	11,770.65	160,329.37	66.49	
Department: 541.113 PUBLIC WORKS							
001-541.113-501.200	REGULAR SALARIES AND WAGES	157,140.90	141,794.90	10,996.62	15,346.00	90.23	
001-541.113-501.210	ONE TIME LUMP SUM INCREASE	5,000.00	0.00	0.00	5,000.00	0.00	
001-541.113-501.400	OVERTIME & VACATION PAY	6,000.00	16,505.45	2,160.00	(10,505.45)	275.09	
001-541.113-501.410	VACATION PAY	3,399.68	1,662.27	0.00	1,737.41	48.89	
001-541.113-502.100	FICA TAXES	12,021.28	12,237.15	1,006.48	(215.87)	101.80	
001-541.113-502.200	RETIREMENT CONTRIBUTIONS	28,014.29	20,865.10	0.00	7,149.19	74.48	
001-541.113-502.300	LIFE & HEALTH INSURANCE	36,487.40	21,227.39	2,041.21	15,260.01	58.18	
001-541.113-502.310	LONG TERM DISABILITY	675.00	277.44	0.00	397.56	41.10	
001-541.113-502.400	WORKERS' COMPENSATION	10,500.00	3,705.72	0.00	6,794.28	35.29	

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 09/30/2024

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GL Number	Description	23-24 Amended Budget	YTD Balance 09/30/2024 Normal (Abnormal)	Activity For 09/30/2024 Increase (Decrease)	Available Balance 09/30/2024 Normal (Abnormal)	% Bdgt Used
Fund: 001 GENERAL FUND						
Account Category: Expenditures						
Department: 541.113 PUBLIC WORKS						
001-541.113-503.100	PROFESSIONAL SERVICES	13,000.00	7,557.00	0.00	5,443.00	58.13
001-541.113-504.300	UTILITY SERVICE - ELEC & WATER	57,000.00	69,744.80	5,446.35	(12,744.80)	122.36
001-541.113-504.500	INSURANCE LIAB, HAZARD, DAMAGE	1,163.72	1,094.16	0.00	69.56	94.02
001-541.113-504.610	REPAIR & MAINTENANCE	59,000.00	24,166.55	0.00	34,833.45	40.96
001-541.113-504.620	REPAIR & MAINTENANCE VEHICLE	6,000.00	2,857.23	352.00	3,142.77	47.62
001-541.113-505.200	OPERATING SUPPLIES	4,700.00	2,971.41	0.00	1,728.59	63.22
001-541.113-505.210	OPERATING SUPPLIES GAS & OIL	9,000.00	831.46	0.00	8,168.54	9.24
001-541.113-505.220	OPERATING SUPPLIES UNIFORM/EMB	1,200.00	653.47	0.00	546.53	54.46
001-541.113-505.230	OPERATING SUPPLIES SMALL TOOLS	3,000.00	313.27	0.00	2,686.73	10.44
001-541.113-505.300	ROAD MATERIALS & SUPPLIES	20,000.00	16,720.65	3,050.00	3,279.35	83.60
001-541.113-505.400	SUBSC, MEMBERSHIPS, EDUCATION	1,050.00	324.00	0.00	726.00	30.86
001-541.113-506.400	MACHINERY & EQUIPMENT	10,000.00	34.16	0.00	9,965.84	0.34
Total Dept 541.113 - PUBLIC WORKS		444,352.27	345,543.58	25,052.66	98,808.69	77.76
Department: 580.114 CONTINGENCY						
001-580.114-509.110	TRANSFER TO CAPITAL PROJECTS	3,148,506.00	0.00	0.00	3,148,506.00	0.00
001-580.114-509.900	CONTINGENCY	150,000.00	132,936.09	10,930.50	17,063.91	88.62
Total Dept 580.114 - CONTINGENCY		3,298,506.00	132,936.09	10,930.50	3,165,569.91	4.03
Expenditures		12,978,965.33	8,206,557.97	399,782.31	4,772,407.36	63.23
Fund 001 - GENERAL FUND:						
TOTAL REVENUES		13,216,918.00	10,480,758.44	98,790.96	2,736,159.56	
TOTAL EXPENDITURES		12,978,965.33	8,206,557.97	399,782.31	4,772,407.36	
NET OF REVENUES & EXPENDITURES:		237,952.67	2,274,200.47	(300,991.35)	(2,036,247.80)	
BEG. FUND BALANCE		8,705,544.23	8,705,544.23			
FUND BALANCE ADJUSTMENTS			168,083.84			
END FUND BALANCE		8,943,496.90	11,147,828.54			

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 09/30/2024

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 09/30/2024 Normal (Abnormal)	Activity For 09/30/2024 Increase (Decrease)	Available Balance 09/30/2024 Normal (Abnormal)	% Bdgt Used
Fund: 302 CAPITAL PROJECTS FUND						
Account Category: Revenues						
Department: 380.000 NON - REVENUES						
302-380.000-381.100	INTERFUND TRANSFER	3,148,506.00	0.00	0.00	3,148,506.00	0.00
Total Dept 380.000 - NON - REVENUES		3,148,506.00	0.00	0.00	3,148,506.00	0.00
Revenues		3,148,506.00	0.00	0.00	3,148,506.00	0.00
Account Category: Expenditures						
Department: 519.106 OTHER GENERAL GOVERNMENT						
302-519.106-503.100	PROFESSIONAL SERVICES	20,000.00	0.00	0.00	20,000.00	0.00
302-519.106-506.400	MACHINERY & EQUIPMENT	33,200.00	18,134.11	0.00	15,065.89	54.62
Total Dept 519.106 - OTHER GENERAL GOVERNMENT		53,200.00	18,134.11	0.00	35,065.89	34.09
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL						
302-521.107-506.400	MACHINERY & EQUIPMENT	204,233.00	233,082.18	26,406.42	(28,849.18)	114.13
Total Dept 521.107 - LAW ENFORCEMENT & FIRE CONTROL		204,233.00	233,082.18	26,406.42	(28,849.18)	114.13
Department: 524.108 INSPECTIONS						
302-524.108-506.400	MACHINERY & EQUIPMENT	26,350.00	0.00	0.00	26,350.00	0.00
Total Dept 524.108 - INSPECTIONS		26,350.00	0.00	0.00	26,350.00	0.00
Department: 539.112 OTHER PHYSICAL ENVIRONMENT						
302-539.112-506.300	IMPROVEMENTS NOT BUILDINGS	2,839,923.00	1,821,177.81	1,367,239.96	1,018,745.19	64.13
Total Dept 539.112 - OTHER PHYSICAL ENVIRONMENT		2,839,923.00	1,821,177.81	1,367,239.96	1,018,745.19	64.13
Department: 541.113 PUBLIC WORKS						
302-541.113-506.400	MACHINERY & EQUIPMENT	24,800.00	0.00	0.00	24,800.00	0.00
Total Dept 541.113 - PUBLIC WORKS		24,800.00	0.00	0.00	24,800.00	0.00
Expenditures		3,148,506.00	2,072,394.10	1,393,646.38	1,076,111.90	65.82
Fund 302 - CAPITAL PROJECTS FUND:						
TOTAL REVENUES		3,148,506.00	0.00	0.00	3,148,506.00	
TOTAL EXPENDITURES		3,148,506.00	2,072,394.10	1,393,646.38	1,076,111.90	
NET OF REVENUES & EXPENDITURES:		0.00	(2,072,394.10)	(1,393,646.38)	2,072,394.10	
BEG. FUND BALANCE		394,700.03	394,700.03			
END FUND BALANCE		394,700.03	(1,677,694.07)			
Report Totals:						
TOTAL REVENUES - ALL FUNDS		16,365,424.00	10,480,758.44	98,790.96	5,884,665.56	
TOTAL EXPENDITURES - ALL FUNDS		16,127,471.33	10,278,952.07	1,793,428.69	5,848,519.26	
NET OF REVENUES & EXPENDITURES:		237,952.67	201,806.37	(1,694,637.73)	36,146.30	

Agenda: Monday, October 7, 2024
Memo: Item #11.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Lynne Ladner, Town Manager

**Subject: Approve 2024-2027 Agreement between Town of Ocean Ridge,
Florida and Palm Beach County Police Benevolent Association**

The Town and PBA have completed the negotiations for the Collective Bargaining Agreement from the date approved in October 2024 through September 30, 2027. Both sides are happy with the agreement and the bargaining members have voted to approve the contract.

Staff recommends...that the commission accept the agreement and approve as written.

Suggested Motion: I move to...approve the Agreement between the Town of Ocean Ridge, Florida, and the Palm Beach County Police Benevolent Association through September 30, 2027.

Respectfully,
Lynne Ladner, Town Manager

AGREEMENT BETWEEN
TOWN OF OCEAN RIDGE, FLORIDA
AND
PALM BEACH COUNTY POLICE
BENEVOLENT ASSOCIATION, INC.

~~OCTOBER 1, 2021~~ TO SEPTEMBER 30,
~~2024~~2027



TA 9/10/2024

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ARTICLE 1 PREAMBLE

THIS AGREEMENT is entered into by and between the TOWN OF OCEAN RIDGE, FLORIDA (the "Town") and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (the "PBA" or the "Union"). The purpose of this Agreement is to establish the wages, hours and terms and conditions of employment for those employees covered.

ARTICLE 2 RECOGNITION CLAUSE

TA 7/31/24

2.1 The Town hereby recognizes the PBA as the sole and exclusive bargaining representative as to wages, hours and terms and conditions of employment for the following bargaining unit as certified by the State of Florida Public Employees Relations Commission ("PERC"), Certification No. 1751:

Included: All regular full-time and part-time permanent and probationary employees in the job classification of Police Officer and Police Sergeant, including all police officers and sergeants assigned to investigative duties.

Excluded: Police Chief, Lieutenant(s) and all other employees of the Town of Ocean Ridge.

2.2 The Town agrees that all correspondence, communication and/or notice regarding wages, hours, and terms and conditions of bargaining unit members' employment shall be directed to ~~John Kazanjian, the~~ President, or Counsel, for the Palm Beach County Police Benevolent Association, 2100 N. Florida Mango Road, West Palm Beach, Florida 33409.

2.3 The PBA agrees that all correspondence, communication and/or notice regarding wages, hours, and terms and conditions of bargaining unit members' employment shall be directed to ~~Tracey Stevens, the~~ Town Manager, for the Town of Ocean Ridge, 6450 N. Ocean Blvd., Ocean Ridge, FL 33435.

ARTICLE 3 NON DISCRIMINATION CLAUSE

3.1 No employee covered by this Agreement will be discriminated against by the Town or the Union with respect to any job benefits or other conditions of employment accruing from this Agreement because of race, sex, color, national origin, religion, age, marital status, veteran status, sexual orientation, gender, or other legally protected status.

3.2 No employee shall be discriminated against because of Union membership or non-membership and/or his or her participation in any of the Union's authorized activities.

3.3 A claim of discrimination by an employee against the Town, concerning PBA membership may be subject to the grievance or arbitration procedure contained in this Agreement, or the method(s) prescribed under applicable federal, state or local law.

3.4 All references in this Agreement to either gender are used for convenience only, and shall be construed to mean both male and female employees.

TA 9/10/2024


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ARTICLE 4 DUES DEDUCTION

4.1 In accordance with its regular payroll cycles, the Town agrees to deduct the PBA dues of employees who individually and voluntarily certify, in writing, that they authorize such deductions. These monies shall be transmitted to the PBA on a monthly basis. The Town's remittance to the PBA will be deemed correct if the PBA does not give written notice to the Town within ten (10) days of receipt of the remittance that there is a discrepancy. The PBA shall delineate with specificity the reasons why it believes the remittance to be incorrect. If there is an amount deducted in excess of what is authorized by this Agreement, the affected employee shall seek recourse with the PBA and not the Town.

4.2 No authorization shall be allowed for payment of initiation fees, political contributions, special assessments or fines. Any changes in the amount of PBA dues must be made known to the Town in a reasonable time to allow the Town to make the necessary technical and administrative payroll changes and program adjustments. No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period after other deductions are less than the amount of dues to be checked off.

Any employee may withdraw his or her deduction upon thirty (30) days written notice to the Town and the Union. The Town will provide a copy of any cancellation request to the PBA, and that shall constitute notice to the Union for purposes of this Article.

4.3 Deductions for PBA dues shall continue until either: 1) revoked by the employee by providing the Town and the PBA with thirty (30) days written notice that the employee is terminating the prior check-off authorization, 2) revoked pursuant to Section 447.507, Florida Statutes, 3) the termination of employment, or 4) notice to the PBA by the employee of the transfer, promotion, or demotion of the employee out of the bargaining unit. Should any employee discontinue participation in the bargaining unit for any reason, upon the employee's return to the bargaining unit, dues deductions shall continue upon the submission of a new Dues Check-Off Authorization Form.

4.4 The PBA will indemnify, defend and hold the Town harmless against those claims made and suits initiated against the Town that are specifically and narrowly related to only any check-off of Union dues. The Union further agrees to pay those reasonable expenses of the Town (including, but not limited to, reasonable attorneys' fees and costs) in defending against such suits on this specific item only.

TA 9/10/2024

ARTICLE 5 MANAGEMENT RIGHTS

5.1 The Union and its members recognize and agree that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the Police Department (the "Department") and to supervise the employees thereof are solely and exclusively vested in the Town. Accordingly, except as provided in this Agreement and by law, the Town specifically, but not by way of limitation, reserves the sole and exclusive right to, among other things:

- a. Determine the mission and purpose of the Department;
- b. Set standards of service to be offered to the public;
- c. Exercise control and discretion over its operations;
- d. Determine methods, means, and number of employees needed to carry out the Department's mission;
- e. Introduce new or improved methods or facilities;
- f. Formulate or amend job descriptions;
- g. Direct and supervise employees;
- h. Hire, assign, transfer, lay-off and re-hire employees;
- i. Take disciplinary action and/or discharge employees for just cause;
- j. Formulate, implement and enforce the Department's and Town's policies, rules, and regulations;
- k. Control the use of equipment and property by the Department;
- l. Schedule shifts and work hours;
- m. Contract with other governmental entities to provide law enforcement services and/or to modify, amend or terminate such agreements.
- n. Determine the procedure and requirements for promotion.

TA 9/10/2024



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5.2 The above rights of the Town are not all-inclusive but exemplify the types of matters or rights which belong to and are inherent in the Town in its general capacity as management. Any right, power and/or authority that the Town had prior to entering into this Agreement is retained by the Town, except as specifically abridged, delegated, granted or modified by this Agreement.

5.3 If the Town fails to exercise any one or more of the above rights from time to time, it shall not be deemed a waiver of the Town's right to exercise any or all of such rights.

5.4 If in the sole discretion of the Town Manager, it is determined that a civil emergency exists, including but not limited to riots, civil disorders, or natural disaster conditions, the provision of this Agreement may be suspended by the Town Manager during the time of such emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Among the provisions that could be suspended are work schedules, time frames on any article, notifications, and any other situation that may arise out of an emergency situation.

5.5 It is understood by the Parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and employees, at the sole discretion of management, may be required to perform other job-related duties not specifically contained in their job description.

TA 9/10/2024



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ARTICLE 6 UNION REPRESENTATIVES/UNION BUSINESS

6.1 The Town shall recognize one (1) member of the bargaining unit as the authorized representative. The Union shall be permitted to designate one (1) additional Union representative as an alternate.

6.2 The Union shall furnish the Town Manager and Police Chief with a written designation of its authorized representative and alternate within ten (10) days of the date on which this Agreement is fully ratified and shall thereafter notify the Town Manager and Police Chief of any change in its authorized representative or alternate within ten (10) days of the date on which such change occurs.

6.3 The Town agrees to establish a PBA time pool bank to be used for the PBA representative or alternate, when applicable to conduct Union business, as defined in this Article.

6.4 PBA members covered by this Agreement shall donate three (3) hours of Vacation Time each year to the PBA time pool bank. The maximum accumulation of hours in any given year shall be equivalent to the number of recognized PBA Bargaining Unit members multiplied by 3 (i.e.: 13 current members X 3 = 39 hours). Deductions under this paragraph shall be made from each member's Vacation Time during the first week of October. All unused donated time will be carried over from year to year; however, the maximum accumulation shall remain the same. This donated time is irrevocable, and shall not be owed to anyone upon termination of employment.

6.5 Vacation Time contributed to the bank shall be paid out when used on an hour for hour basis at the rate of pay of the Union representative(s).

6.6 Charges against the PBA time pool shall be documented by the use of a Request for Leave Form to be completed for each separate request. All requests shall be in one-hour increments. The form shall have the approval signatures of the Chief of Police or his designee, and the PBA Representative or his designee. The above form must be submitted to the Chief or his designee a minimum of seventy-two (72) hours prior to the time the Representative is requesting to use the time pool bank. Submission made with less than seventy two (72) hours' notice may be granted at the discretion of the Chief or his designee.

6.7 Subject to being called back to duty when necessary, the Town will permit the Union representative or alternate representative to attend negotiations and/or process grievances in an on-duty status if they are on duty, provided their participation does not create a vacancy requiring overtime. All time spent by on-duty Union representatives

attending negotiations and/or processing grievances shall be deducted from the PBA Time Pool.

6.8 Time spent off-duty by the PBA representative or alternate for collective bargaining negotiations, grievance hearings, or other scheduled meetings with Town representatives shall be permitted to take the equivalent amount of time off during the same work period and have such time coded as, and deducted from, the PBA Time Pool, which shall not count as hours worked toward overtime calculations. The date the PBA Time Pool utilized for this purpose shall be requested in advance by the employee and shall not cause the Town to incur overtime for the vacancy.

TA 9/10/2024

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ARTICLE 7 NO SOLICITATION AND USE OF BULLETIN BOARDS

7.1 Solicitation of any and all kinds by the Union, including solicitation of membership and the collection of Union monies, shall not be engaged in during work hours.

7.2 The Town shall, in its sole discretion, determine the location and type of a bulletin board that may be used by the PBA at the Town's facilities. The PBA may use the bulletin board only for the purpose of posting official PBA business notices and related information. The PBA shall be solely responsible for monitoring the content of the bulletin board. Notwithstanding the foregoing, the Town reserves the right to remove any posting that does not meet the requirements of this Article or Town policy.

TA 9/10/2024

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ARTICLE 8 SENIORITY

8.1 Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed by the Town, which entitles them to certain considerations and preferences as provided for in this Agreement.

8.2 If two (2) or more bargaining unit members have the same classification date, for purposes of breaking a tie, seniority will be determined by the date and time the members' full time employment began with the Town.

8.3 Seniority shall apply in the following matters:

1. Use of Vacation Time for each calendar year shall be governed by seniority, provided it is consistent with Article 21 of this Agreement and with any Department policy. Seniority based on length of time employed by the Town shall govern leave time only.
2. Seniority shall govern filling shift vacancies and off-duty details. Of those Officers indicating interest in an advertised off-duty detail, the senior shall be selected. Future details will be assigned on a rotation or wheel basis, so as to distribute details by seniority.
3. Layoffs shall be made in the reverse order of seniority regardless of any additional grant funded or federally funded Police Officer position.
4. Employees shall be called back from layoff according to seniority for up to four (4) years provided they have maintained their FDLE minimum training requirements.

The Parties recognize that for reasons of operational necessity, seniority may not be the only factor involved. If seniority does not govern, the reasons will be provided to the affected employee when requested by the employee.

TA 9/10/2024


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ARTICLE 9 DISCIPLINE

9.1 The Parties recognize that the interest of the community and job security of the bargaining unit members depends upon the Town's success in providing proper and efficient services to the community. To this end, the Town and the PBA encourage, to the fullest degree, behavior which is positive and supportive of the goals of effective municipal management and public safety. The Parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

9.2 No bargaining unit employee who has completed the initial probationary period shall be disciplined except for just cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. In addition to any consideration for Coaching, Counseling Statement, Remedial Training or Retraining, the following disciplinary actions may be utilized and, depending on the severity of the offense, the first action may be at any level including ~~dismissal~~ termination as more fully described in General Order 4.6, as amended from time to time:

- A. Coaching (Informal Discipline)
- B. ~~Verbal~~ Counseling Statement (Informal Discipline)
- ~~BC.~~ Written Reprimand
- ~~CD.~~ Suspension without pay Temporary Relief of Duty
- ~~DE.~~ Demotion
- ~~EF.~~ Dismissal Termination

9.3 The Town recognizes its rights and obligations under the Police Officers Bill of Rights, Section 112.532 et. seq, Florida Statutes, as amended.

Whenever a bargaining unit member is the subject of an Internal Affairs Investigation and is subject to interview or interrogation by members of his/her agency for any reason that could lead to disciplinary action, such as demotion, suspension or discharge, such interview or interrogation shall be conducted in accordance with Section 112.532(1), Florida Statutes, as amended.

TA 9/21024

The Town and PBA hereby agree to abide by Section 112.533, Florida Statutes, as amended relative to the receipt and processing of any complaints against bargaining unit members.

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9.4 Any discipline issued over 36 months prior to the date of a new open investigation, for the same individual, shall not be considered in progressive discipline calculations.

TA 9/10/2024

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ARTICLE 10 GRIEVANCE PROCEDURE

10.1 The following is a procedure for the resolution of grievances, which are defined as disputes involving the interpretation or application of this Agreement and all disciplinary actions involving suspensions greater than 24 hour, demotions and/or dismissals.

10.2 Every effort shall be made by the Parties to settle any grievances as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limit may be advanced to the next step. Time limits provided herein may be extended if mutually agreed upon in writing by management and the grievant or the Union representative if the grievant exercises the option of Union representation.

10.3 This grievance procedure shall be the sole and exclusive method, except as provided otherwise, for resolving any dispute involving the application or interpretation of this Agreement and disciplinary actions involving suspensions, demotions and/or terminations.

10.4 A grievance shall be presented in the following manner:

Step 1.

The Union shall first present the grievance in writing to the Police Chief within ten (10) working days of the occurrence of the event(s) which gave rise to the grievance. The written grievance at this step and all steps thereafter shall contain the following information:

1. A statement of the grievance, including the date of occurrence, and basis for the grievance;
2. The Article and section number of the Agreement alleged to have been violated;
3. The action, remedy, or solution requested by the employee or Union representative; and
4. The signature of the aggrieved employee and the signature of the Union representative or Union agent.
5. The Police Chief shall respond, in writing, within ten (10) working days of receiving the written grievance.

TA 9/10/2024

Step 2. In the event that the Union is not satisfied with the disposition of the grievance by the Police Chief, the Union shall have the right to appeal the decision to the Town Manager within ten (10) working days of the date of the issuance of the decision of the Police Chief. The Town Manager shall, within ten (10) working days of the Town Manager's receipt of the appeal, render a decision in writing.

Step 3. In the event that a grievance concerning the interpretation of this Agreement has not been resolved following Step 2, the Union may refer the grievance to arbitration by notifying the Town Manager in writing. Such notification shall be made within ten (10) working days after the Town Manager renders a written decision on the grievance or within ten (10) working days following the expiration of the time limit provided for the Town Manager's response in Step 2. Nothing herein shall prohibit the extension of time mutually agreed to in writing by the Parties.

Working Days: For the purpose of this Article only, "Working Days" shall be defined as Monday-Friday, excluding Weekends and Holidays.

10.5 Where the Union requests arbitration in accordance with Step 3 above the Parties shall jointly request that the Federal Mediation and Conciliation Service ("FMCS") provide the Parties with a list of seven (7) potential arbitrators and their resumes. From the list submitted, the Parties shall alternately strike names from the list. On the first grievance as between the Parties, the Town shall strike first. The Parties will alternate striking first uniformly thereafter. When the name of one arbitrator remains, said person shall serve as the arbitrator.

10.6 The decision of the arbitrator shall be in writing with a full statement of findings and reasons, and the decision shall be made within thirty (30) days after the conclusion of the hearing. The arbitrator's decision shall be supported by competent substantial evidence on the record as a whole. The decision of the arbitrator shall be final and binding on the Parties; provided that the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendments thereto.

10.7 The arbitrator shall not have authority to consider any matters not defined as a grievance in this Agreement nor grievance which has not been processed in accordance with the provisions of this Article or stipulated to by the Parties, provided that the arbitrator shall have the authority to determine whether a dispute is a proper grievance as defined herein and/or has been processed in accordance with the terms of this Agreement. Any dispute concerning arbitrability shall be resolved first, and if the arbitrator determines that

the dispute is not arbitrable under the terms of this Agreement, the hearing shall be closed. Absent such a finding, the hearing shall proceed on the merits of the case. The arbitrator shall have no authority, power or jurisdiction to construe Town policy not covered by this Agreement or any provision of law, statute, or Town Ordinance.

10.8 Discipline for non-probationary employees shall be for just cause only.

10.9 The Parties shall bear the expense of their respective witnesses and representatives during the arbitration hearing. The fee and any other expenses, if any, for the arbitrator shall be equally divided between the Parties. The Parties shall equally share the cost of any court reporting attendance fees and transcripts of the proceeding when ordered by either Party or at the arbitrator's request.

TA 9/10/2024 
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ARTICLE 11 PROBATIONARY PERIOD

11.1 The initial probationary period of employment shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of the new employee to his/her position.

11.2 The probationary period for all new employees shall be twelve (12) months of continuous employment from the date of hire. During the probationary period, an employee may be discharged for any reason. Upon the expiration of this time period, The Police Chief shall either approve or reject, in writing, retention of the employee. In the event that the employee does not successfully complete the probationary period, the employee will be separated from employment or, in the Police Chief's sole discretion, the employee's probationary period may be extended by up to two (2) separate ninety (90) day periods, provided that the Police Chief notifies that employee in writing and articulates the reason(s) for each such extension at least ten (10) calendar days prior to the commencement of each extension.

11.3 An employee that does not successfully complete his or her initial probationary period shall have no right to utilize the grievance/arbitration procedure contained in this Agreement or any other policy or procedure for any matter concerning a failure to successfully meet job performances standards during said period.

11.4 Although employees will accumulate vacation time during their probationary period, they may not use any vacation time until they have completed six (6) months of employment in the Department.

11.5 In the event that an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of twelve (12) months (of continuous employment) from the date of promotion. The Police Chief has the right to pass or fail the promotional employee at any time during this twelve (12) month probationary period. In the event that the employee does not pass his or her promotional probationary period based upon a failure to successfully meet job performance standards, the employee shall automatically revert to his/her former classification from which he or she had been promoted. If the employee reverts back to his/her former classification, such reversion shall be final and the employee shall have no right of appeal to any authority including the grievance/arbitration procedure contained in this Agreement.

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ARTICLE 12 NO STRIKES AND LOCKOUTS

12.1 The Union recognizes that strikes by public employees are prohibited by the Florida Constitution and Section 447.505, Florida Statutes.

12.2 The PBA, its officers, agents, representatives, and its bargaining unit members agree that they will not strike, as defined by the Public Employees Relations Act, and agree not to participate in a strike against the Town by instigating or supporting a strike, nor shall the bargaining unit member participate in a work stoppage, slow-down, sick out or any other activities prohibited by law. Notwithstanding the above, there shall be no picketing whatsoever in uniform or on duty by the bargaining unit members covered by this Agreement. The parties agree that any bargaining unit member who has been proven to have participated in or promoted any of the aforesaid activities may be discharged or otherwise disciplined.

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ARTICLE 13 COMPLIANCE WITH RULES AND REGULATIONS

13.1 All sections of the Town's Personnel Manual and the Town Police Department's General Orders, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Manual or General Orders and this Agreement, in which case this Agreement shall control. The Union agrees that the Town has the right to amend and/or modify its rules and regulations to the extent the Town – in its sole discretion – deems it necessary for the operation of the Police Department. It is understood and agreed that no such amendment or modification shall be in conflict with this Agreement.

13.2 It is agreed and understood that employees shall be provided access to written copies of any rules and regulations which are new and/or which replace, update and/or supersede the Town's or Department's present rules and regulations.

13.3 The Town shall provide a copy of any rule or regulation, as well as any amendment or revision to a rule or regulation, to the PBA in advance of implementation for review as provided in Article 2 §2.2. However, such notice shall not impede implementation of the change as provided in Article 5.

TA 9/10/2024



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ARTICLE 14 COURT APPEARANCE AND CALL BACKS, AND OFF-DUTY DETAILS

14.1 Court appearances required of bargaining unit employees which arise out of the employee's performance of his or her duties and responsibilities for the Town and which occur outside of that employee's regular shift, shall be treated as time worked, with a minimum of three (3) hours for appearances in Court. These minimums shall include travel time by the employee, regardless of the amount of time actually spent at the court appearances(s). Any bargaining unit member who is required to appear more than once during a day shall receive an additional hourly minimum as long as the additional appearance is requested more than three (3) hours before or after the original appearance. All payments of any type or sort, including witness fees, or checks issued through the witness aid services, if collected, shall be endorsed by the employee and turned over to the Town with the exception of court reimbursed mileage for personal vehicle use. Employees may collect mileage fees for attending court in their personal vehicles but may not collect witness fees if they are otherwise compensated by Town.

14.2 Employees who have left the work place and are ordered or otherwise directed to return to work after completing their shifts shall be paid for all hours worked with a minimum of two (2) hours. The two (2) hours paid shall include all travel time by the employee, regardless of the amount of time actually spent working.

This provision shall not apply in those instances when overtime commenced one hour or less prior to, or runs continuously with, the bargaining unit member's regular shift.

14.3 All Off-Duty details will be paid at a minimum of three (3) hours. All postings for Off-Duty details shall include an outline of the duties required as well as the number of hours for said detail. Off-duty details shall be paid directly to the Town. The bargaining unit member shall be paid at a flat rate of \$55.00/hour for off-duty details. Off-Duty details occurring on a Town-recognized holiday shall be paid at a flat rate of \$65.00 per hour.

/ TA 9/10/24


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ARTICLE 15 HOLIDAYS

15.1 The Town recognizes certain designated holidays as set forth in the Town's personnel manual which are:

New Year's Day
Martin Luther King Jr's Birthday
Presidents Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day (Thursday and Friday)
Christmas Day

15.2 Bargaining unit employees who do not work on the day recognized as the Town-designated holiday shall receive ~~eight (8) hours~~ pay or ~~eight (8) hours~~ Holiday Compensatory Time for the above-listed holidays based on the number of hours for which the employee would be regularly scheduled for that day.

Bargaining unit employees who work on the day recognized as the Town-designated holiday shall receive ~~twelve (12) hours~~ pay or ~~twelve (12) hours~~ Holiday Compensatory Time for the above-listed holidays based on the number of hours for which the employee is regularly scheduled for that day.

15.3 Bargaining unit employees receive a paid day off for the employee's birthday. This day off will be based on upon the position assigned on their birthday and will be a day off for a day off, and not calculated on hours. The employee must schedule the birthday off in advance, subject to Town approval and within 30 days of employee's birthday. If the birthday off is not used within 30 days of the employee's birthday it shall be automatically forfeited and will not be placed in the Holiday Compensatory Time bank.

TA 9/10/24



ARTICLE 16 ASSIGNMENT PAY

16.1 Bargaining unit members who are assigned active Field Training Officer (“FTO”) responsibilities shall be paid percent (5%) above his or her current rate of pay for each shift in which he or she is assigned to active FTO responsibilities. ~~FTO assignment pay shall not be applicable to Sergeants.~~

16.2 Bargaining unit members who are assigned to serve as a scheduled full-time Investigator shall be paid 5% above his or her regular rate of pay.

16.3 Bargaining unit members who maintain an active Paramedic license issued by the State of Florida shall be paid 5% above his or her base rate of pay. Bargaining unit members receiving paramedic pay must immediately report any lapse, suspension or revocation and the paramedic pay shall immediately cease, with any amounts paid but not earned due to a delay in notification by the State or employee shall be reimbursed through payroll deductions for the same period of time.

TA 9/10/24



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ARTICLE 17 UNIFORMS

TA 7/31/24

17.1 The Town shall furnish uniforms and equipment (duty gear) to all employees who are required to wear such uniforms in the performance of their duties and agrees to replace such uniforms when they are no longer serviceable.

17.2 The Town shall provide a bullet resistant vest to each Police Sergeant and Officer and agrees to replace such vest when they are no longer serviceable.

17.3 The Town agrees to provide a \$~~125~~175 per year shoe allowance for all bargaining unit employees.

ARTICLE 18 HOURS OF WORK AND OVERTIME

18.1 The standard pay period for Bargaining Unit members who are primarily assigned to Road Patrol duties shall be 84 hours in a 14-day pay period. All time worked by employees in this classification in excess of 84 hours in a 14-day pay period shall be considered overtime for which employees covered by this Agreement shall be paid at a rate of one and one half times their regular rate of pay.

18.2 Any Bargaining Unit member assigned to conduct an Investigation or other assignments outside Road Patrol shall be scheduled as provided under Management Rights.

18.3 Time worked for purposes of calculating overtime pay shall include actual time worked, vacation time, compensatory time, holiday and PBA pool time. The Town agrees, only during times of mandatory confinement during declared states of emergency under Town Code, to count personal absence leave time that was scheduled prior to the declared state of emergency for the purposes of calculating overtime pay. The mandatory confinement period that may be enacted for bargaining unit members is determined by the Town Manager.

18.4 ~~During Fiscal Year 2021/2022, the Department will continue its current twice annual~~The shift bid process. ~~Beginning, Fiscal Year 2022/2023, the Department shall begin using an annual shift bid process. For the annual shift bid process, the Department allows vacation leave bids to~~ shall occur twice annually starting in the 2nd pay period of October and April of each fiscal year but vacation requests that interfere with prescheduled training will be denied where it causes the Town to incur overtime.

18.5 Personnel permanently assigned to work night shift hours will be compensated an additional \$1.00 per hour, which is added base pay for purposes of calculating overtime.

ARTICLE 19 TRANSFERS AND SHIFT EXCHANGES

19.1 It shall be the right of the Town to transfer bargaining unit members for operational necessity. If a transfer is a permanent change in the bargaining unit member's assignment, shift, or days off (except in the Departments or assignments excepted herein), seven (7) working days' notice shall be provided prior to the transfer.

19.2 Bargaining unit members who are involuntarily transferred to another shift or assignment shall retain and carry with them any approved Vacation Time, Holiday Compensatory Time and Personal Leave Time. Involuntarily transferred bargaining unit members shall be entitled to use such time as previously scheduled.

19.3 Bargaining unit members, regardless of rank, may exchange shifts within the same fourteen (14) day work period with the approval of the members' supervisor(s). All requests must be ~~made in writing~~entered using ~~the~~ Department's online scheduling software ~~shift exchange agreement form~~ at least seven (7) days prior to the date on which the shift is to be exchanged. ~~The form will indicate the shifts to be worked and paid back.~~ Under no circumstances will the Town be required to compensate an employee whose shift is not paid back.

TA 9/10/24



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ARTICLE 20 WAGES

20.1 Effective ~~October 1, 2021~~ the first full pay period after ratification by both parties, the Officer salary schedule shall start at \$~~66~~70,000 and top out at \$~~94~~120,000 and the Sergeant salary schedule shall start at \$~~72~~80,000 and top out at \$~~104~~130,000.

~~Effective October 1, 2021, all members shall receive an across-the-board increase of \$2500.00 added to base pay.~~

Effective the first full pay period after ratification by both parties, all bargaining unit members shall receive an across the board increase of 3% added to base pay, including employees at the top out. However, for those employees whose base pay is below the new starting rate of pay on the day prior to ratification shall either be moved to the new starting rate or shall receive the 3% across the board increase, whichever is greater, but not both.

Effective October 1 of 2025 and 2026, all bargaining unit members shall receive an across the board increase of 3% added to base pay.

20.2 Effective on their anniversary dates during FY ~~2021-2022~~2024-2025, all bargaining unit members could receive up to a 4.5% increase in base salary pursuant to the Employee Position Performance Evaluation, within their respective pay range. Employees whose anniversary date occurs before ratification during FY ~~2021-2022~~2024-2025 shall be evaluated after ratification and any increase in salary resulting from such Employee Position Performance Evaluation shall be retroactive to the anniversary date.

Effective on their FY ~~2022-2023~~ 2025-2026 and FY ~~2023-2024~~2026-2027 anniversary dates, all bargaining unit members could receive up to a ~~54.5~~54.5% increase in salary pursuant to the Employee Position Performance Evaluation, within their respective pay range.

Employees who earn a merit increase but have reached the top out shall have such increase applied to base pay not to exceed 2%.

The percentage is based upon an Employee Performance Evaluation Criteria which scores the employee with the following three measures:

- 3 – Exceeds Expectations
- 2 – Meets Expectations
- 1 – Needs Improvement

There are 10 categories for Police Officer, and 12 categories for a Supervisory employee within the evaluation(s) form.

After the completion of the evaluation, the score will be tallied and the attached listed scale (shown below) will be utilized to determine the exact percentage of the employee's salary increase.

Officer - Non Supervisory:

Score: 1 Needs, 2 Meets, 3 Exceeds

Scale 0-30, Possible Maximum 30

Points scored scale = Salary % increase

Sergeant - Supervisory:

Score: 1 Needs, 2 Meets, 3 Exceeds

Scale 0-36, Possible Maximum 36

Points scored scale = Salary % Increase

For Police Officer evaluations, the Sergeant shall complete the evaluation. The Lieutenant shall have the option to make written comments and shall indicate whether the Lieutenant is in agreement with the evaluation score or not. The Police Chief shall do the same. Then the Sergeant shall deliver the evaluation to the employee whose merit increase shall be based upon the Sergeant's score.

For Sergeant evaluations, the Lieutenant shall complete the evaluation and the Police Chief shall have the option to make written comments and shall indicate whether the Police Chief is in agreement with the evaluation score or not. Then the Lieutenant shall deliver the evaluation to the employee whose merit increase shall be based upon the Lieutenant's score.

~~20.3—Effective the first full pay period on or after October 1, 2021, Sergeants holding the rank of Sergeant as of September 30, 2021, who were hired prior to January 1, 2015 shall receive a one-time 5% salary adjustment. Effective the first full pay period on or after October 1, 2021, Sergeants holding the rank of Sergeant as of September 30, 2021, who were hired on or after January 1, 2015 shall receive a one-time 2% salary adjustment.~~

Exhibit A**Tiered Score Chart for Merit Evaluations**

Town PD Eval Chart Scale			Town PD Eval Chart Scale		
Officers			Supervisors		
30 possible top eval score			36 possible top eval score		
Low	high	percent	low	high	percent
25	30	<u>4.5%</u>	30	36	<u>4.5%</u>
20	24	<u>43.5%</u>	24	29	<u>43.5%</u>
15	19	<u>32.5%</u>	18	23	<u>32.5%</u>
11	14	<u>21.5%</u>	13	17	<u>21.5%</u>
0	10	0%	0	12	0%
10 or Less = No Raise Increase			12 or Less = No Raise Increase		

TA 9/21/2024


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4 or more "Need Improvement" (score=1) requires 6 month re-evaluation.

TA 9/10/24

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ARTICLE 21 LEAVE TIME

21.1 Leave time is defined in the following categories:

- a. Vacation ~~Time~~ ("VT") – Paid vacation time is earned at an hourly rate based on the member's years of service in accordance with the table set forth in 21.2 below.
- b. Holiday Compensatory ~~Time~~ ("HCT") – Holiday Compensatory Time is only earned when a member chooses to convert holiday pay into time off.
- c. Personal Absence Leave Time ("PA") – is defined in the Town's Personnel Manual and may be accrued and used in accordance therewith.

21.2 Full-time employees are eligible to use accrued VT after completing six (6) months of service. VT will accrue as follows:

Years of Service	Hours earned per pay period	Hours earned yearly
0-5	3.30 <u>4.62</u>	86 <u>120</u>
5 <u>6</u> -10	4.8 <u>46.92</u>	126 <u>180</u>
10 <u>11-15</u>	6.3 <u>89.23</u>	166 <u>240</u>
16 <u>+</u>	11.54	300

21.3 Personal Absence Leave Time is earned at the rate of 3.69 hours per pay period totaling 96 hours per year. This rate is the same for all bargaining unit members regardless of length of service. Bargaining unit members voluntarily terminating employment, after completing at least 6 months of employment, shall be entitled to reimbursement for 25% of the hours of unused PA leave at the rate of pay which is in effect at the time of termination up to a maximum of 160 hours of pay. Upon a bargaining unit member's normal retirement, shall be entitled to reimbursement for 50% of the hours of unused PA leave at the rate of pay which is in effect at the time of normal retirement up to a maximum of 800 hours of pay. Normal retirement is defined for this section as an employee that reaches the required age and service requirements for the Florida Retirement System ("FRS") or if the employee is not in FRS, the employee's retirement system, and elects to retire from employment with the Town. Employees terminated for cause are not eligible to receive vacation (VT), Holiday Compensatory Time, or personal absence (PA) leave payouts. If the employee is reinstated through the grievance/arbitration process, the employee's leave balances will be reinstated at the level in effect on the date of the termination for cause.

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21.4 A maximum of forty-five (45) hours Vacation Time and Holiday Compensatory Time, collectively, can be taken as pay each fiscal year.

21.5 Accruals of Vacation Time plus Holiday Compensatory Time hours shall not exceed ~~two-three~~ hundred ~~ten~~thirty (~~210~~350) hours at any time.

21.6 Any Member who uses Personal Absence Leave Time due to personal illness for a period of 3 or more consecutive work days, prior to returning to work, will furnish a report ("Doctors' note") from a duly licensed physician.

21.7 Accruals for Vacation Time, Holiday Compensatory Time, and Personal Absence Leave shall not accrue while an employee is out of work on unpaid leave, including unpaid leave supplemented by other insurance programs such as workers' compensation, short-term disability, long-term disability, or other supplemental insurance programs.

TA 9/10/24


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ARTICLE 22 WORKERS' COMPENSATION

22.1 A bargaining unit member covered by Chapter 440, Florida Statutes, and in accordance with provisions set forth herein, shall be authorized to be absent from work due to injury or illness incurred while on duty, and directly related to work performed, until he or she reaches maximum medical improvement as such term is defined by the Town's Workers' Compensation carrier or until the member is placed on light duty as set forth in this Article.

22.2 Sworn bargaining unit members who while acting within the course of employment is maliciously or intentionally injured and who thereby sustains a job-connected disability (as set forth in § 440.15(11), Fla. Stat.), will receive a supplement to their workers' compensation that will provide 100% of their base salary for up to one hundred eighty (180) calendar days. All questions regarding eligibility for the supplemental payment provided in this section shall be finally resolved in the sole discretion of the Town Manager without resort to the grievance and arbitration procedure. In the event that a unit member qualifies for workers' compensation but does not qualify for the Town supplementing the workers' compensation benefit to 100% of the unit member's base salary, that unit member can use any available paid leave for the unit member to cover the difference in their base salary and the workers' compensation benefit.

22.3 Bargaining unit members who sustain a serious injury on-duty while in fresh pursuit (as defined in §112.19(d), Fla. Stat.) or in the apprehension of a violent person are authorized to be absent from work due to injury or illness until the member is placed on light duty as set forth in this Article, or for up to one (1) year, whichever comes first.

22.4 Light Duty. The Town has the sole discretion to place a bargaining unit member covered by Chapter 440, Florida Statutes, who would otherwise be absent from work, on light duty in any capacity or Department within the Town for a period of up to six (6) months in accordance with the restrictions provided by the treating health care provider. No combination of light duty and absence under this Article shall exceed one (1) year.

22.5 Drug-Free Workplace Policy. The Town maintains a drug-free workplace pursuant to §440.102 applicable to all bargaining unit members. The complete policy may be obtained from administration. All bargaining unit members hold mandatory testing or special risk positions under the statute and are subject to the following types of testing: job applicant, reasonable suspicion, post-accident, random, and follow-up.

TA 9/10/24


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ARTICLE 23 INSURANCE

The Town agrees to pay one hundred percent (100%) of the employee cost of Health insurance on the Town offered plan.

23.1 The Town agrees to provide life insurance of \$~~15,000~~25,000 to bargaining unit members and as otherwise required by law.

23.2 The Town agrees to provide long and short term disability benefits (insurance) to bargaining unit members.

23.3 The Town agrees to pay one hundred percent (100%) of the employee premium cost of Dental and Vision Insurance on the Town offered plan.

23.4 The Town agrees to provide retirees with the option to purchase health, dental and vision insurance through the Town upon retirement.

TA 9/10/24



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ARTICLE 24 BEREAVEMENT LEAVE

24.1 ~~After completion of at least twelve (12) months of employment, a~~All regular full time and regular part time employees shall be eligible for bereavement leave with pay not to exceed three (3) working days (within 180 miles of the Town of Ocean Ridge) and five (5) working days (more than 180 miles from the Town of Ocean Ridge) ~~for each calendar year~~ in the event of a death in the employee's immediate family, or a maximum of two (2) working days in the event of the death of any ~~other~~ relative other than an immediate family member. Such leave shall be paid by the Town and not deducted from the employee accumulated Personal Absence Leave and shall not be in addition to such Personal Absence Leave. Bereavement leave must be used within 180 days from the date of death.

24.2 Immediate family, for the purposes of bereavement leave, shall be defined to include the employee's spouse, children, parents, siblings, grandparents, grandchildren, and spouse's children, parents, grandparents, grandchildren, and ~~spouse's~~ siblings.

TA 9/10/24


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ARTICLE 25 FUNERAL EXPENSES

In the event that a bargaining unit member dies in the line of duty, the Town shall – in addition to the life insurance proceeds available under 23.1 above ~~and in addition to funds received in accordance with § 112.19, Fla. Stat. and Federal laws,~~ provide that member's beneficiary with ~~ten~~ twenty five thousand dollars (\$~~10~~25,000) toward funeral, burial and other related expenses, which shall offset any amounts due under § 112.19, Fla. Stat.

TA 9/10/24



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ARTICLE 26 PERSONNEL RECORDS

Each bargaining unit member covered by this Agreement, or legal representative so designated by the bargaining unit member, shall have the right to inspect his or her personnel files and if requested, to once annually receive one complete copy at no cost to the bargaining unit member. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. The bargaining unit member shall have the right to receive one duplicate copy of any item contained in his or her file(s) at no cost to the unit member. This Article will not be subject to the Grievance Procedure in this Agreement.

TA 9/10/24

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ARTICLE 27 POLICE OFFICERS' BILL OF RIGHTS

27.1 The Town agrees that in the investigation of all bargaining unit members it shall comply with the provisions of §§112.532, 112.533, and 112.534, Fla. Stat., as amended.

TA 9/10/24



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ARTICLE 28 SEVERABILITY

Should any final decision of any Court of competent jurisdiction or administrative agency or any federal, state, or local legislation affect any practice or provision of this Agreement, only the practices or provisions so affected shall become null or void, otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

TA 9/10/24

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ARTICLE 29 MAINTENANCE OF CONDITIONS

The Parties agree that all wages, hours, terms and conditions of employment, including but not limited to benefits and emoluments of employment in effect at the time of the ratification of this Agreement, and not abridged by the Agreement, shall remain in full force and effect for the duration of this Agreement.

TA 9/10/24



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ARTICLE 30 ENTIRE AGREEMENT

This Agreement contains the entire contract, understanding, undertaking and agreement of the Parties hereto, and finally determined and settles all matters of collective bargaining for and during its term, except as may be otherwise provided herein, and supersedes any and all prior agreements or memorandums of understanding entered into prior to ratification of this Agreement.

TA 9/10/24

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ARTICLE 31 DONATED LEAVE TIME

31.1 Donations of accumulated Personal Leave Time and/or Vacation Time by a Bargaining Unit Member can be made to any Town employee, who has exhausted his or her Personal Leave Time and Vacation Time, up to a maximum of 40 hours annually. The deduction from the donating Bargaining Unit Member shall be calculated at the next pay period on an hour-for-hour basis.

TA 9/10/24



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ARTICLE 32 CRITICAL INCIDENTS

32.1 In the event that an officer-involved shooting or a critical incident is captured on any Town owned or controlled electronic audio or video recording device, including but not limited to body worn cameras or in-car video cameras, the Town shall permit the officer involved along with the PBA attorney to review any such audio or video before the officer provides any voluntary or compelled statement.

The Town is not obligated to implement or purchase in-car video/audio or body cameras.

TA 9/10/24



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ARTICLE 33 EDUCATION REIMBURSEMENT

- 33.1 Bargaining unit members employed by the Town for a minimum of twelve (12) months prior to the date on which the member makes the request for participation are eligible for education reimbursement.
- 33.2 Reimbursement is applicable only to educational classes offered by a college, university, or community college that has been accredited by the Southern Association of Colleges and Schools, another regional accrediting agency, the Accrediting Council for Independent Colleges and Schools, or an accrediting agency or association that is recognized by the database created and maintained by the United States Department of Education.
- 33.3 Any employee with regular status, at the sole discretion of the Chief of Police and the Town Manager and with the prior written approval of the Chief of Police and the Town Manager, may receive leave and/or financial reimbursement to cover a portion of certain educational expenses provided that:
- A) Adequate funds (\$2,500 per person, per fiscal year) are available in the budget of the department to which the employee is assigned or available for educational funds allocated for such purposes;
 - B) Completion of such educational classes will generally improve the employee's skills, knowledge and/or ability to carry out job assignments, and otherwise directly relates to the employee's employment with the Town;
 - C) Upon completion of a course in an approved class, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following schedule:

Course Grade "A"	100% Reimbursement
Course Grade "B"	75% Reimbursement
Course Grade "C"	50% Reimbursement
Pass (in a pass/fail course)	100% Reimbursement
 - D) Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the Florida Atlantic University for a Master's degree or Bachelor's degree program or Palm Beach State College for an Associate's degree program.
 - E) If the employee leaves the employ of the Town for any reason within two (2) years after completion of such educational course(s), the employee will reimburse the Town for all Town funds invested in such educational course(s).

TA 9/10/24 

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ARTICLE 34 LONGEVITY

34.1 Bargaining unit members who complete the required years of continuous service during this contract period, as indicated below shall receive a one-time, lump sum longevity payment (not added to base); which shall be paid on the Bargaining Unit Member's Anniversary as follows:

<u>Years of Continuous Service</u>	<u>Lump Sum Payment</u>
5 year Anniversary	\$500
10 year Anniversary	\$1,000
15 years Anniversary	\$1,500
20 years Anniversary	\$2,000

34.2 Continuous service shall be defined as continuous paid service with the Town of Ocean Ridge and will be computed from the date of hire. Continuous service shall accumulate during Personal Leave Time, Workers' Compensation Leave, Vacation Leave and Military Leave.

TA 9/10/24



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ARTICLE 35 PROMOTIONS

35.1 Nothing in this Article 35 shall infringe upon, or lessen, the rights of management, as listed in Article 5.1.n., to “[d]etermine the procedure and requirements for promotion.”

35.2 Promotions to Sergeant will be based on written and oral examinations as determined by the Chief of Police. Based on those scored examinations an eligibility list shall be created which shall be valid for one year, however, such validity may be extended up to twelve (12) months in the Chief's sole discretion. Management may consider criteria such as length of service within the department, years in law enforcement, past commendations and/or reprimands, past successful supervisory experience in the department or elsewhere, and vision for the future of the department when making promotional decisions.

35.3 For all promotional processes, the Town shall give notice of one hundred and twenty (120) days before the scheduled promotional examination date. The notice shall include the examination date, the areas that the examination will cover, and the sources from which the examination is drawn. The examination materials shall reasonably reflect the job duties of the position. All candidates shall be provided with a list of study materials/books on the same date, no later than ninety (90) days before the examination.

35.4 Effective immediately, newly promoted sergeants shall receive a pay increase on their date of promotion to the minimum of the sergeant salary schedule or 5%, whichever is greater, and 3% upon completion of probation. Upon successful completion of the 12 month probationary period, sergeants shall receive a 3% pay increase. This section shall not apply retroactively to any sergeant that already completed the probationary period.

TA 9/10/24 

VG

ARTICLE 36 DURATION OF AGREEMENT

36.1 This Agreement shall take effect upon ratification by both Parties and shall continue in full force and effect through September 30th, ~~2024~~2027 or until a successor Agreement is ratified by the Parties. No portion of this Agreement shall be retroactive, except as specifically provided for herein.

36.2 This Agreement is applicable to members of the bargaining unit who are employed by the Town on the date that the Town Commission approves this agreement.

TA 9/10/2024 
VG

ARTICLE 37 VEHICLE STIPEND

During the Term, the parties have agreed to a lump sum vehicle stipend. The stipend is \$5,400 to cover the period from October 1 through September 30 of each fiscal year. The vehicle stipend will be payable on the payroll period including September 30 of each fiscal year, to current bargaining unit members who remain employed through the date of payment. Bargaining unit members hired after October 1 of any given fiscal year who are employed on the date of payment shall be paid a stipend equivalent to the pro-rata days from the date of hire through and including September 30 of the applicable fiscal year. Bargaining unit members who separate employment for any reason, whether voluntary or involuntary, prior to the date of payment shall irrevocably forfeit the lump sum vehicle stipend.

The parties agree that the stipend shall be treated as wages and any overtime earned during the relevant period will be recalculated to include the stipend in the regular rate of pay and any additional overtime due will be paid at the same time as the stipend.

TA 9/10/24



VG

SIGNATURE PAGE

In WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20224.

FOR THE TOWN OF OCEAN RIDGE	FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION
Tracey Stevens <u>Lynne Ladner</u> , Town Manager	John Kazanjian, PBA President
Lara Donlon, Town Labor Attorney	PBA Legal Counsel

Ratified by the PBA on the _____ day of _____, 202__.

Ratified by the Town of Ocean Ridge on the _____ day of _____, ~~2022~~2024.

Confirmed by:	Confirmed by:
Kristine de Haseth <u>Geoff Pugh</u> , Mayor	John Kazanjian, PBA President
Karla M. Armstrong <u>Kelly Avery</u> , Town Clerk	

TA 9/10/24 
VG

Agenda: Monday, October 7, 2024
Memo: Item #12.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Lynne Ladner, Town Manager

Subject: Approval of Professional Services Agreement with TSE Consulting, LLC, for Lobbyist and Consulting Services.

In recognition of the Town of Ocean Ridge's need for assistance in government relations, exploration of state funding opportunities, public policy advocacy, and legislative enactments, the Town requested proposals from several consulting firms for the desired services. Based on the Town's review of the proposals received and the cost of the same, the Town Commission has expressed its desire to move forward with TSE Consulting, LLC, for an annual not to exceed cost of \$36,000.

Attached to this memorandum is the proposed agreement with TSE Consulting, LLC, for the desired services.

The compensation to be paid to TSE Consulting, LLC, has been included in the Fiscal Year, 2024-2025 budget.

If you have any questions, please let me know.

Staff recommends...approval of the TSE Consulting, LLC agreement

Suggested Motion: I move to...approve the Professional Services Agreement with TSE Consulting, LLC, for Lobbyist and Consulting Services.

Respectfully,
Lynne Ladner, Town Manager

PROFESSIONAL SERVICES AGREEMENT
(Lobbyist and Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on _____, 2024, by and between the **Town of Ocean Ridge**, a Florida municipal corporation ("Town") and **TSE Consulting, LLC**, a Florida Limited Liability Company ("Consultant").

RECITALS

WHEREAS, the Town is in need of professional lobbyist and consulting services to assist the Town in government relations, exploring state funding opportunities, public policy advocacy, and legislative enactments; and

WHEREAS, the Consultant has provided the Town with a detailed proposal to provide the desired services; and

WHEREAS, the Town desires to accept the Consultant's proposal; and

WHEREAS, Consultant warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions relating to the Consultant's provision of services; and,

WHEREAS, the Town finds entering this Agreement with the Consultant serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide those services as more specifically described in the Consultant's proposal, which is incorporated herein by reference. The Town's representative under this Agreement is the Town Manager or designee.

SECTION 3: INDEPENDENT CONSULTANT RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that the Consultant will act hereunder as an independent contractor and none of the Consultant's officers, directors, employees, independent contractors, representatives or agents performing services for the Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

a. **Term**. The term of this Agreement shall commence upon the execution this Agreement by the Town Manager and shall remain in effect for one (1) year unless earlier terminated as stated herein. This Agreement may be extended by the parties via a written amendment to this Agreement.

b. **Time for Completion**. Time is of the essence in the performance of this Agreement. Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the requirements of all applicable laws.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure event without being in default of this Agreement, but upon the removal of such force majeure event, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its approved subconsultant's fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement for breach shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) business day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any approved subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to the date of termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation existing under the laws of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate Consultant for its services **in the annual not to exceed amount of Thirty Six Thousand Dollars (\$36,000)** in accordance with the Consultant's proposal. The Town shall not reimburse Consultant for travel, vehicle expenses, or any additional costs incurred as a direct or indirect result of Consultant providing services to the Town under this Agreement without a signed written amendment to this Agreement.

b. Invoices. Consultant shall provide invoices to the Town on a **quarterly basis** identifying tasks performed on behalf of the Town. Invoices will be reviewed for approval and if an invoice is not approved, the Town will notify Consultant within ten (10) calendar days of deficiencies in the invoice. Once the deficiencies are corrected and a new or amended invoice submitted, the Town shall make payment within twenty (20) days. Invoices will normally be paid within thirty (30) days following the Town's receipt of Consultant's invoice.

SECTION 6: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Town, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision (at all trial and appellate levels). This includes claims made by the employees of the Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Nothing contained in the foregoing indemnification or in this Agreement shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement. The Consultant warrants that all persons utilized in the performance of this Agreement have and shall maintain for the life of this Agreement the appropriate licensing and qualifications to perform the services under this Agreement.

SECTION 8: PERSONNEL. Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUBCONSULTANTS. The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and approve all qualifications of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. All subconsultants providing professional services to Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement and indemnify the Town as required of the Consultant under this Agreement. In the event that a subconsultant does not have insurance or does not meet the insurance limits as stated in this Agreement, Consultant shall indemnify and hold harmless the Town for any claim in excess of the subconsultant's insurance coverage, arising out of the negligent acts, errors or omissions of the subconsultant.

SECTION 10: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, Consultant shall provide proof of insurance coverage as required hereunder on a primary, non-contributing basis. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial general liability	\$1,000,000 per occurrence

(Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability policy will name the Town as an "additional insured" and proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The Town and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be exclusively held in the venue of Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier or sub-Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the Town shall be sent to:

Town of Ocean Ridge
Attn: Town Manager
6450 N. Ocean Blvd.
Ocean Ridge, FL 33435

and if sent to Consultant, shall be sent to:

TSE Consulting, LLC
110 SE 6th Street, 15th Floor
Fort Lauderdale, FL 33301

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The Town and Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a nonexclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town. The Effective Date is the date this Agreement is executed by the Town.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be signed digitally and each digitally signed counterpart shall be considered as an original of the signing party.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms and conditions in this Agreement and the Consultant's proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Consultant's proposal, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products by Consultant for the Town shall become the property of the Town. Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of Consultant, the undersigned hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Consultant does not transfer the records to the Town.
- d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of Consultant or keep and maintain public records required by the Town to perform the service. If Consultant transfers all public records to the Town upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF OCEAN RIDGE, ATTN: TOWN CLERK AT (561) 732-2635, KAVERY@OCEANRIDGEFLORIDA.COM, 6450 N. OCEAN BLVD., OCEAN RIDGE, FL 33435.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the “Receiving Party”) will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software (“Confidential Information”) obtained from the other party (the “Disclosing Party”); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party’s Confidential Information, (iv) that is already in the Receiving Party’s possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States (“Export Laws”) to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 36: SCRUTINIZED COMPANIES.

- a. The Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Consultant or any of its subconsultants are found to have submitted a false certification; or if the Consultant or any of its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- b. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of services under this Agreement.
- c. The Consultant agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.
- d. The Consultant agrees that if it or any of its subconsultants’ status changes in regards to any certification herein, the Consultant shall immediately notify the Town of the same.
- e. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 37: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, the Consultant shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants’ newly hired employees;
- b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Agreement) stating that the subconsultant does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(f), Florida Statutes;
- c. Maintain copies of all subconsultant affidavits for the duration of this Agreement and provide the same to the Town upon request;
- d. Comply fully, and ensure all of its subconsultants comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

f. Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Consultant may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

SECTION 38: COMPLIANCE WITH SECTION 787.06. By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the Consultant attests and warrants that the Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Lobbyist and Consulting Services) as of the day and year set forth above.

TOWN OF OCEAN RIDGE

By: _____
Lynne Ladner, Town Manager

ATTEST:

By: _____
Kelly Avery, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy L. Goddeau, Town Attorney

CONSULTANT: TSE CONSULTING, LLC

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2024, by _____, as the _____ [title] of TSE CONSULTING LLC, a company authorized to do business in the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind TSE CONSULTING, LLC, to the same.

Notary Public Signature

Notary Seal:

Agenda: Monday, October 7, 2024
Memo: Item #13.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Scott McClure, Police Chief

Subject: Approval of the Motorola Notice to Proceed (Radio Purchase).

I am respectfully seeking the council's approval of the Motorola Notice to Proceed radio purchase. This purchase has been approved by the council and our legal has provided an addendum to their proposal. This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on Proposal / Quotes 2226848 for the purchase price of \$184,870.88, subject to the terms and conditions of the NASPO contract.

Staff recommends approval of addendum

Suggested Motion: I move to approve the Motorola Notice to Proceed

Respectfully,
Scott McClure, Police Chief

September 19, 2024

To: Motorola Solutions, Inc. ("Motorola")
500 W. Monroe St.
Chicago, IL 60661

Re: Ocean Ridge Police Department APX 70 Radio Purchase

Contract Name / Number: 43190000-22-NASPO-ACS

Proposal / Quote Ref (required): QUOTE 1668936

This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on Proposal / Quotes 2226848 for the purchase price of \$184,871.00, subject to the terms and conditions of the NASPO contract.

The Town of Ocean Ridge agrees to pay Motorola Solutions "Net 30 days from receiving an invoice" for the equipment and services.

Title and Risk of Loss to Equipment shall pass to the Town of Ocean Ridge upon shipment from Motorola. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. This NTP will take precedence with respect to conflicting or ambiguous terms.

The Town of Ocean Ridge affirms that execution of this Agreement is the only Notice to Proceed that Motorola will receive for the term of this Agreement. The Town of Ocean Ridge will not issue a purchase order or other funding documentation in order to pay Motorola per this Agreement. Customer affirms funding has been encumbered for this order in accordance with applicable law and will pay all proper invoices as received from Motorola solely against this Agreement.

Define Other Payment Milestones (if any):

Unless otherwise agreed upon in writing, invoices will be billed based on equipment shipped, services rendered, and standard payment terms and milestones. Once billed, invoices shall be sent and emailed to the Customer at the following address:

Town of Ocean Ridge
% Accounts Payable
6450 N Ocean Blvd.
Ocean Ridge, FL 33435

Invoices should reference Motorola APX 70 Radios for Police Department.

The Equipment will be shipped to the Customer at the following address:

Town of Ocean Ridge
% Police Department
6450 N Ocean Blvd
Ocean Ridge, FL 33435
Attn: Chief McClure

The ultimate destination address (if different from the ship to above) where the Equipment will be delivered to Customer is the same as the ship to address.

If you have any questions regarding this order, please feel free to contact Chief Scott McClure @ 561-732-8331.

Sincerely yours,

By: _____
Chief Scott McClure
Ocean Ridge Police Department

**TOWN OF OCEAN RIDGE STANDARD ADDENDUM
(NASPO – Motorola Contract)**

This Addendum is made as of the ____ day of _____, 2024, by and between the **Town of Ocean Ridge**, a Florida municipal corporation (“Town”) and **Motorola Solutions, Inc.**, a corporation (“Motorola”).

WHEREAS, the Town desires to upgrade its Police Department APX 70 radios; and

WHEREAS, the Town is a participating entity of NASPO ValuePoint, a cooperative purchasing program; and

WHEREAS, Motorola has provided the Town with a quote (Quote 2226848) consistent with Motorola’s contract with NASPO ValuePoint (Contract No. 43190000-222-NASPO-ACS) (“NASPO Contract”), which utilizes a competitively awarded State of Washington Master Services Agreement with Motorola, for participating agencies to make cooperative purchases from; and

WHEREAS, the Town desires to enter into this Addendum to accept the Motorola Quote, and issue the Notice to Proceed to obtain the desired goods and services; and

WHEREAS, Town finds approval of this Addendum serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises contained in this Addendum and contained within the Motorola Quote and the Notice to Proceed, which are attached hereto as **COMPOSITE Exhibit “1”** (with this Addendum, the NASPO Contract, the Notice to Proceed, and the Motorola Quote referred to as the “Contract Documents” hereafter), the Town and Motorola agree as follows:

SECTION 1 – RECITALS AND PROMPT PAYMENT

1.1 The foregoing recitals are incorporated into this Addendum as true and correct statements and made apart hereof.

1.2 The Town shall make payment to Motorola upon receipt of a proper invoice in accordance with Florida’ Prompt Payment Act (for non-construction services), Chapter 218, Part VII, Florida Statutes.

SECTION 2 – ENFORCEMENT COSTS; JURY TRIAL WAIVER; VENUE AND THE LAW

2.1 If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney’s fees. **Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents.**

2.2 The validity of the Contract Documents and of any terms or provisions, as well as the rights and duties of the parties under the Contract Documents, shall be governed by the laws of the State of Florida. Venue for all actions and/or claims arising from or related to the Contract Documents shall be exclusively in Palm Beach County, Florida.

SECTION 3 - AUTHORITY TO PRACTICE

3.1 Motorola represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in conformance with all applicable laws. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 4 - PUBLIC ENTITY CRIMES, SCRUTINIZED COMPANIES, AND E-VERIFY

4.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Motorola certifies that it, its affiliates, suppliers, subcontractor and any other contractors who will perform hereunder, have not been placed on the convicted contractor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

4.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Motorola certifies that it is not a prohibited Scrutinized Company. The Town and Motorola agree that the Town will have the right to terminate the Contract Documents if Motorola is found to have been placed on the list of Scrutinized Companies.

4.3 Motorola shall comply with the E-Verify requirements of section 448.095, Florida Statutes, to the extent applicable.

4.4 By entering the Contract Documents, the undersigned representative of Motorola swears or affirms under penalty of perjury that Motorola does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 5 - ENTIRETY OF CONTRACTUAL AGREEMENT

5.1 The Town and Motorola agree that this Addendum and the other Contract Documents set forth the entire contract between the parties, and that there are no promises or understandings other than those stated in the Contract Documents. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered by Motorola, except by written instrument executed by both parties hereto.

SECTION 6 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

6.1 The contract between the parties consists of this Addendum and the remaining Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 7 –PALM BEACH COUNTY IG

7.1 In accordance with Palm Beach County ordinance number 2011-009, this Addendum and the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Motorola should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 8 – PUBLIC RECORDS LAW

8.1 Public Records: Motorola shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (Public Records Act), and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the services.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Documents following completion of the Contract Documents if Motorola does not transfer the records to the Town.
- d. Upon completion of the Contract Documents, transfer, at no cost, to the Town all public records in possession of Motorola or keep and maintain public records required by the Town to perform the service. If Motorola transfers all public records to the Town upon completion of the Contract Documents, Motorola shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Motorola keeps and maintains public records upon completion of the Contract Documents, Motorola shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MOTOROLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF OCEAN RIDGE, ATTN: TOWN CLERK AT (561) 732-2635, KAVERY@OCEANRIDGEFLORIDA.COM, 6450 N. OCEAN BLVD., OCEAN RIDGE, FL 33435.

SECTION 9 – NO WAIVER OF SOVEREIGN IMMUNITY

9.1 Nothing in the Contract Documents shall be construed or interpreted as a waiver by the Town of its right to sovereign immunity. Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against the Town.

Remainder of this page intentionally left blank
Signature page follows

IN WITNESS WHEREOF, the parties hereto have caused this Addendum (NASPO – Motorola Contract) to be executed as of the day and year set forth above.

TOWN OF OCEAN RIDGE

ATTEST:

By: _____
Kelly Avery, Town Clerk

By: _____
Lynne Ladner, Town Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Christy Goddeau, Town Attorney

MOTOROLA, INC.

By: _____

Print Name: _____

Print Position: _____

[CORPORATE SEAL]

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ____ physical presence or ____ online notarization on this ____ day of _____ 2024, by _____, as the _____ [title] of Motorola, Inc., who is personally known to me or who has produced _____ as identification, and who did take an oath that under penalty of perjury that the facts stated above with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Motorola, Inc., to the same.

Notary Public Signature

Notary Seal:

COMPOSITE EXHIBIT “1”

Motorola Quote (30 pages total) and Notice to Proceed (1 page total)

Billing Address:
OCEAN RIDGE, TOWN OF
6450 N OCEAN BLVD
OCEAN RIDGE, FL 33435
US

Shipping Address:
OCEAN RIDGE, TOWN OF
6450 N OCEAN BLVD
OCEAN RIDGE, FL 33435
US

Quote Date:05/29/2024
Expiration Date:07/26/2024
Quote Created By:
Jeff Moser
Motorola Manufacturer Rep
jmoser@emciwireless.com
5613238968

End Customer:
OCEAN RIDGE, TOWN OF
Jessica Simpson
jsimpson@oceanridgeflorida.com

Contract: 19860 - NASPO 00318
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	22		\$5,014.00	\$3,660.22	\$80,524.84
1a	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	22		\$0.00	\$0.00	\$0.00
1b	QA03399AK	ADD: ENHANCED DATA	22		\$0.00	\$0.00	\$0.00
1c	H38DA	ADD: SMARTZONE OPERATION	22		\$0.00	\$0.00	\$0.00
1d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	22		\$0.00	\$0.00	\$0.00
1e	QA00580BA	ADD: TDMA OPERATION	22		\$0.00	\$0.00	\$0.00
1f	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	22		\$6.00	\$4.38	\$96.36
1g	BD00001AA	ADD: CORE BUNDLE	22		\$3,106.00	\$2,267.38	\$49,882.36
1h	H499KC	ENH: SUBMERSIBLE (DELTA T)	22		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1i	Q361CD	ADD: P25 9600 BAUD TRUNKING	22		\$0.00	\$0.00	\$0.00
1j	QA09001AM	ADD: WIFI CAPABILITY	22		\$0.00	\$0.00	\$0.00
1k	Q387CB	ADD: MULTICAST VOTING SCAN	22		\$0.00	\$0.00	\$0.00
1l	QA09028AA	ADD: VIQI VC RADIO OPERATION	22		\$0.00	\$0.00	\$0.00
1m	BD00010AA	ADD: SECURITY BUNDLE	22		\$1,023.00	\$746.79	\$16,429.38
1n	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	22		\$0.00	\$0.00	\$0.00
1o	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	22		\$0.00	\$0.00	\$0.00
1p	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	22		\$0.00	\$0.00	\$0.00
1q	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	22		\$0.00	\$0.00	\$0.00
1r	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	22		\$0.00	\$0.00	\$0.00
1s	QA09113AA	ADD: BASELINE RELEASE SW	22		\$0.00	\$0.00	\$0.00
1t	QA08821AA	ALT: 7800 STUBBY 762-870MHZ	22		\$28.60	\$20.88	\$459.36
2	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
3	LSV01S03060A	APX N70 DMS ESSENTIAL	22	3 YEARS	\$205.92	\$205.92	\$4,530.24
4	SSV01P01406A	SMARTCONNECT PROMO+	22	1 YEAR	\$75.00	\$75.00	\$1,650.00
5	SSV01P01476A	SMARTLOCATE PROMO+	22	1 YEAR	\$75.00	\$75.00	\$1,650.00
6	SSV01P01902A	SMARTMAPPING PROMO+	22	1 YEAR	\$75.00	\$75.00	\$1,650.00
7	SSV01P01901A	SMARTMESSAGING PROMO+	22	1 YEAR	\$75.00	\$75.00	\$1,650.00
8	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	22		\$225.50	\$164.62	\$3,621.64
9	PMMN4142A	XVP730 REMOTE SPEAKER MICROPHONE NO	22		\$486.00	\$354.78	\$7,805.16



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
		CHANNEL KNOB, FOR APX N RADIOS					
10	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	22		\$207.14	\$151.21	\$3,326.62
11	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
12	PSV01S02940A	SMARTMAPPING ENABLEMENT	2		\$0.00	\$0.00	\$0.00
13	SSV01S01407A	SMARTPROGRAMMING	22	1 YEAR	\$75.00	\$75.00	\$1,650.00
14	SSV01S01406A	SMARTCONNECT	22	1 YEAR	\$75.00	\$75.00	\$1,650.00
15	SSV01S01476A	SMARTLOCATE	22	1 YEAR	\$75.00	\$75.00	\$1,650.00
16	SSV01S01907A	SMARTMAPPING	22	1 YEAR	\$75.00	\$75.00	\$1,650.00
17	LSV01S03082A	RADIOCENTRAL PROGRAMMING	22	1 YEAR	\$32.04	\$32.04	\$704.88
18	PSV01S02941A	SMARTMESSAGING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
	CommandCentral Aware Starter						
19	ISV00S02379A	DELIVERY SERVICES	1		\$0.00	\$0.00	\$0.00
20	PSV00S04007A	CC AWARE PATROL STARTER VIRTUAL TRAINING	1		\$0.00	\$0.00	\$0.00
21	SSV00S01450B	LEARNER LXP SUBSCRIPTION	1	1 YEAR	\$0.00	\$0.00	\$0.00
22	SSV00S03369A	CC AWARE PATROL STARTER BUNDLE	1	1 YEAR	\$3,400.00	\$3,400.00	\$3,400.00
23	SSV00S03371A	INTEGRATION: APXNEXT	1	1 YEAR	Included	Included	Included
	Product Services						

Grand Total

\$183,980.84(USD)

Pricing Metric :

Price is indicative of the follow-



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

of Named Users for - 20
of Location Devices for - 25
of Learner LxP Subscriptions for - 3



The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

- Additional information is required for one or more items on the quote for an order.
- + Promotional pricing for 1 year Application Service trial.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



COMMANDCENTRAL AWARE PATROL STARTER OFFER

SOLUTION DESCRIPTION

OVERVIEW

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The Patrol Starter offering of CommandCentral Aware provides a map-based and list view of location data and resource details from V300 Body-Worn Cameras, 4RE In-Car Video Systems, CAPE-equipped drones, license plate recognition (LPR) cameras sourced from Vigilant VehicleManager, and compatible APX radios. These resources can also send status information, such as a radio entering an emergency state, a body-worn camera recording activation, or an LPR camera registering a hot hit, to CommandCentral Aware that can trigger an alert. Live video from enabled camera resources can also be viewed. This offer is designed to help command staff and patrol or shift supervisors gain valuable visibility to the field, more quickly identify emergency situations and provide supervision.

CommandCentral Aware is hosted in the Microsoft Azure Government cloud and is offered as-a-service for an annual subscription cost.

Solution Elements

CommandCentral Aware is comprised of a series of core, functional modules and integrated systems that power the solution. The CommandCentral Aware Patrol Starter offer includes the following:

Modules:

- ESRI-based unified map
- Configurable event monitor
- Workflow automation rules engine

Integrations:

- Vigilant VehicleManager - LPR camera locations and details, hot hit alerts, search
- APX Next, XE, XN and N70 radios - Radio locations, details and statuses
- CAPE-equipped drones - Drone locations, details and livestreams
- V300 Body-Worn Cameras - Camera locations, details and livestreams
- 4RE In-Car Video Systems - System locations, details and livestreams

Cloud anchor server hardware and required software is also available if not already present, to establish a connection between on-premises systems and the CommandCentral cloud.

MODULES INCLUDED WITH THE COMMANDCENTRAL AWARE PATROL STARTER OFFER

The CommandCentral Aware Patrol Starter offer includes the following modules, described in the sections below.



Unified Map

CommandCentral Aware offers a unified mapping interface, powered by ESRI, to display resource and event locations and alerts. Users can view all location-based data on the map display. The CommandCentral Aware map also includes the following:

- Custom Map Layers - Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Data Layer Panel – Show or hide data and custom map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a timelapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or ESRI ArcGIS Pro.
- Traffic and Weather - Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans - Enhance your map view with the addition of static indoor floor plans.
- Collaborative Drawing Tools - Draw polygons, polylines and points onto the map. Annotations are visible by all users as a data layer.
- Zones of Interest - Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts - Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management - From CommandCentral Admin, affiliate various resources into a single unit that can be named and intelligently tracked based on data from all affiliated resources.

Event Monitor

CommandCentral Aware offers an event monitor to display a running list of event and resource alerts. The event monitor is highly configurable to meet the needs and preferences of each user. Filter events by type, create separate tabs for different event types and show, hide or reorder columns of event information within the tabs. Pin an event to the top of your monitor as well as apply your event monitor filter to the map to maintain a consistent view of information. Details from any event can be opened in a dialogue box to give users all information about an event provided by the source system.

Rules Engine

CommandCentral Aware's workflow automation rules engine allows users to create rule-sets with "AND" or "OR" operators to trigger actions based on event types. For example, rows in the Event Monitor can be highlighted, and audible alerts for critical events can be customized. These visual or auditory triggers reduce the number of steps needed to support an incident.

INTEGRATIONS INCLUDED WITH THE COMMANDCENTRAL AWARE PATROL STARTER OFFER

The CommandCentral Aware Patrol Starter offer provides a specific set of integrations, described in the sections below.

4RE In-Car Video Systems

The CommandCentral Aware Patrol Starter offer comes with integration to 4RE In-Car Video Systems. With this integration, users can view real-time location, system details and livestreams from systems in the field that are actively recording. Your agency can provision up to 500 4RE systems in CommandCentral Aware, and administrators can add, edit, or remove systems as needed.



When 4REs are active in the field and the in-vehicle modem is on, the CommandCentral Aware user can view the system's location on the map, see it listed in the event monitor and open up a video livestream - upon recording being initiated in the field. CommandCentral Aware users can control the livestream to see front, side, rear, and panoramic views of events both in and outside of the patrol car. CommandCentral Aware users can access up to ten simultaneous 4RE live-streams.

V300 Body-Worn Cameras

The CommandCentral Aware Patrol Starter offer comes with integration to V300 Body-Worn Cameras. This integration brings V300 location, device details and the livestream from an actively recording camera into CommandCentral Aware on the map and in the event monitor. When the body-worn camera is on and within WiFi range of a vehicle or other agency authorized hotspot, the location of the V300 will be displayed on the CommandCentral Aware map. When the V300 is recording, you can view the video livestream remotely from CommandCentral Aware.

APX Next, XN, XE and N70 Radios

The CommandCentral Aware Patrol Starter offer comes with integration to APX NEXT, XN, XE and N70 radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked.

CAPE-Equipped Drones

The CommandCentral Aware Patrol Starter offer comes with integration to CAPE-equipped drones. This integration brings any active drone's location, device details and a link to the livestream into CommandCentral Aware on the map and in the event monitor.

Vigilant VehicleManager

The CommandCentral Aware Patrol Starter offer comes with integration to Vigilant VehicleManager. The locations of LPR cameras integrated with Vigilant VehicleManager can be viewed on the map in CommandCentral Aware as a data layer that can be toggled on or off. In addition to LPR camera locations, hits that match a hot list are also displayed on the map at the location of the camera that generated the scan. Hits are also displayed in the event monitor and can trigger an alert.

Additionally, with the Vigilant VehicleManager, CommandCentral Aware users have the ability to initiate a search for historical license plate data directly from within CommandCentral Aware. By simply highlighting a license plate and right clicking, an option will be presented to run a search. This will open up a new window displaying the results directly within Vigilant VehicleManager. From there, users can conduct additional searches or analysis on the vehicle of interest.



CLOUD SECURITY & COMPLIANCE

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development, and continue with ongoing assessments after deployment to find and repair vulnerabilities.

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including: NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, Open Web Application Security Project (OWASP), and Center for Internet Security (CIS) and Criminal Justice Information System (CJIS) Security Policy. We are also annually audited for Service Organization Control (SOC) 1 and 2.

We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST, OWASP, CIS and ISO.

Expert Knowledge on Your Team

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

Enhancing Cybersecurity Awareness

Our CISA-recognized Public Safety Threat Alliance shares threat information and raises cybersecurity awareness across Public Safety member organizations. Our Threat Intelligence team shares a holistic view of the cyber threat landscape to provide decision makers with the information needed to make better security decisions.



COMMANDCENTRAL AWARE STARTER STATEMENT OF WORK

OVERVIEW

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to Customer. When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola's Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Product Description and system integration and or subscription services as described in this SOW and contract agreements.

Contract Administration and Project Initiation

After the contract is dually executed, the project is set up in Motorola's information and management systems, project resources are assigned, and Project Planning activities commence. Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

Completion and Acceptance Criteria

Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five (5) business days of completion or receipt of a deliverable.

As CommandCentral Aware is provided as a subscription service, the subscription service period will begin upon activation of service unless mutually agreed otherwise by project change order. Customer will not unreasonably delay beneficial use. In any event, absent a written notice of non-acceptance, beneficial use will be deemed to have occurred thirty (30) days after functional demonstration of the product.

Note - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

Project Roles and Responsibilities

Motorola Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote methods in fulfilling its commitments as outlined in this SOW.



The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and validation required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:

- Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
- Delivery of interfaces and integrations between Motorola products.
- Engagement throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the Customer post Go Live event. By being the Customer's trusted advisor, the Customer Success Advocate's responsibilities include the following:

- Assist the Customer with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.
- Liaise with the Customer on industry trends and Motorola evolutions.

Customer Support Services Team

The Customer Support Services team provides ongoing support following commencement of beneficial use of the Customer's System(s) as defined in the Agreement.

Customer Core Team, Roles and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. During the Project Planning review, the customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team should be engaged from project initiation through beneficial use



of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third party vendors that are the Customer's subcontractors. In the event that the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for CommandCentral Aware and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve change orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system, as defined in the Customer Support Plan ("CSP").



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Application Administrator(s)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Project Kickoff stage of the project. They are engaged throughout the project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces, and functionality of the system.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

Subject Matter Experts

The Subject Matter Experts ("SME" or Super Users) are the core group of users involved with the Business Process Review ("BPR") and analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, real time crime center, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

IT Personnel

IT personnel provide required information related to LAN, WAN, and wireless networks. They will provide required information related to the devices and infrastructure related to servers, clients, radio, video, and other devices ancillary to the implementation. They must also be familiar with connectivity to internal, external, and third party systems to which the Motorola system will interface.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, radios, cameras, sensors, or TDD equipment and the like.
- Configuration, maintenance, testing, and supporting the third party systems the Customer operates that will be interfaced to as part of this project.
- Customer is responsible for providing the Applications Programming Interface ("API") or Software Development Kit ("SDK") software licenses and documentation that details the integration process and connectivity for the level of interface integration defined by Motorola.
- Communication between Motorola and Customer's third party vendors, as required, to enable Motorola to perform its duties.
- All necessary third-party upgrades of their existing system(s) as may be required to support the solution. Motorola does not include any services, support, or pricing to support Customer third-party upgrades in this proposal.
- Mitigate the impact to third-party systems, to include interfaces that result from Customer upgrading a third-party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.



- Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by Customer for this project, even if Motorola has recommended such contractors.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS map services as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Provide a facility with the computer and audio-visual equipment for work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and ongoing operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with the Customer Project Manager to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience, or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness.

Motorola Responsibilities

- Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
- Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations and third party engagement/considerations, as applicable.
- Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
- Discuss the Learning eXperience Portal ("LXP") training approach.
- Review the Implementation Packet.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the resource and scheduling requirements.
- Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
- Obtain and complete all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to gain access to each of the sites identified for this project.
- Coordinate enabling designated Customer Application Administrator with access to the LXP and CommandCentral Admin Portal.

Customer Responsibilities

- Provide Motorola with the names and contact information for the designated LXP and application administrators.
- Acknowledge understanding of the Implementation Packet.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.



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- Validate any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third party licensing agreements.
- Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access to each of the sites identified for this project.
- Provide the contact information for the license administrator for the project; i.e. IT Manager, CAD Manager, and any other key contact information as part of this project.

Completion Criteria

Implementation Packet.

ENVIRONMENTAL DESIGN CONSIDERATIONS

The following environmental requirements must be met by Customer before enablement finish in order to enable Motorola to complete installation activities presented in this SOW:

- Provide connectivity between the various networks.
- Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics
- Provide backup power, as necessary.
- Provide Internet access to CommandCentral Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
- Perform any electrical or infrastructure improvements required at the Customer's facility.
- Provide backhaul equipment, installation, and support costs.
- Provide devices such as workstations, tablets, and smartphones with Internet access in order to use the CommandCentral Aware solution. Chrome Browser is recommended for optimal performance. CommandCentral Aware workstations to support MS Windows 10 Enterprise.
- Provide Antivirus software for the CommandCentral Aware client.
- Ensure existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
- Provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.
- If interfaces are being included in this offer, the Customer is responsible for all necessary third party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Our offer does not include any services, support, or pricing to support Customer third party upgrades.
- If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third party systems, to include CommandCentral interfaces that result from the customer upgrading a third party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
- Provide all environmental conditions as outlined in the Product Description; such as power, firewall, and network requirements.

COMMANDCENTRAL ENABLEMENT

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

Agency and User Setup



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The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Portal. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Ensure needed traffic is allowed through Customer's firewall as requested by Motorola.
- Use the CommandCentral Admin Portal to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

SOFTWARE INSTALLATION AND CONFIGURATION

CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

Customer Responsibilities

- Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

Completion Criteria

CloudConnect Virtual Machine configuration is complete.

INTERFACES AND INTEGRATION

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third party systems. Interfaces will be installed and configured in accordance with the project schedule. Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integration activities that have specific requirements will be completed as outlined in this SOW.



Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola systems, as described in the Product Description.

Motorola Responsibilities

- Establish and validate connectivity between the Motorola systems.
- Validate that each system can transmit and/or receive data.

Customer Responsibilities

- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the Motorola systems.

CommandCentral Solution Geospatial Mapping Configuration

Motorola Responsibilities

- Installation and configuration of the connection to the Customer mapping system (ArcGIS Online, ESRI ArcGIS Server, or ArcGIS Portal).
- Validate mapping layers and links to validate CommandCentral Solution is accessing and using Customer-published GIS data.

Customer Responsibilities

- Provide access to ESRI/GIS system and/or GIS personnel.
- Provide published GIS map services.
- Publish specific maps beneficial to the Customer use.

COMMANDCENTRAL SOLUTION PROVISIONING

Motorola will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities

- Using the CommandCentral Admin Portal, provision users, groups, and rules based on Customer Active Directory data.

Customer Responsibilities

- Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Completion Criteria



CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

FUNCTIONAL DEMONSTRATION

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

Motorola Responsibilities

- Update functional demonstration script.
- Provide script to Customer for review and acknowledgement.
- Conduct functional demonstration.
- Correct any configuration issues impacting access to cloud based features, such as map display, location updates, video display and/or interface and integrations.
- Document, in the Implementation Packet, any corrective actions taken by Customer or Motorola during the demonstration
- Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

Customer Responsibilities

- Review and agree to the scope of the demonstration script.
- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration.

Completion Criteria

Conclusion of the functional demonstration.

SYSTEM TRAINING

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led.

Learning eXperience Portal (LXP Online Training)

Training is made available to Customer, in part, via Motorola's LXP. This subscription service provides your users with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them.

Motorola Responsibilities

- Configure a Customer specific portal view.
- Create learner access account to the portal for each user name provided by the Customer.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide Motorola with names (first and last) and email addresses for each learner.
- Complete LXP Administrator training.



- Advise users of the availability of the LXP.
- Build groups as desired.

Instructor-Led Training (On-site and/or Remote)

Motorola Responsibilities

- Deliver training materials in electronic format.
- Deliver Remote Training.
- Deliver On-Site Training.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations.

Customer Responsibilities

- Supply classroom, one login per attendee, and one workstation per attendee.
- Designate a single point of contact who will work with Motorola to ensure training environment is ready for training delivery.
- Facilitate training of all Customer end users in accordance with Customer's training delivery plan.

Motorola Deliverables

- Electronic versions of Training Materials.
- Attendance Rosters.

COMPLETION MILESTONE

Following the conclusion of delivery of the functional demonstration, the project is considered complete and the completion milestone will be recognized.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

Motorola Responsibilities

- Transition Customer to Motorola Customer Support.
- Supply Customer with instructions when engaging support.

Customer Responsibilities

- Provide Motorola with specific contact information for those users authorized to engage Motorola's support.
- Engage the Motorola support organization as needed.



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.



Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new



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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



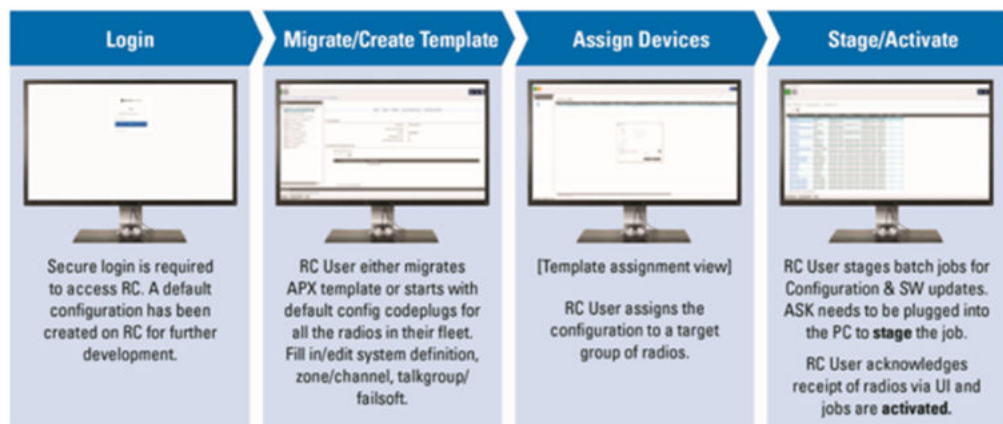


Figure 1: APX N70 Provisioning via Radio Central

EVOLVING WITH APPLICATION SERVICES

APX N70 gives first responders access to mobile features through the following application services described below.

SMARTCONNECT APPLICATION SERVICES

SmartConnect allows first responders to access critical intelligence no matter where the mission takes them. It keeps first responders connected and maintains critical LMR features through a broadband connection. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable Push-to-talk ("PTT") communications as users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that first responders continue to have access to the critical features they need in dangerous situations.





Figure 3: APX N70 SmartConnect Network Elements

SMARTLOCATE APPLICATION SERVICES

The SmartLocate application sends GPS location information of first responders over a broadband network. This enables dispatchers to track field units more frequently and improve resource deployment. With Dynamic Mode, SmartLocate can dynamically switch from LTE to P25 to continue sending location reports, without requiring the user to change inputs. This fallback capability provides an extra layer of reliability and enhances location tracking to build an effective operating picture as situations evolve. The use of broadband increases the frequency of location reporting beyond an LMR system to allow for a higher number of users without LMR infrastructure capacity limitations.

SmartLocate also enhances location information accuracy using nearby cell-towers and Wi-Fi access points. This leads to more accurate device tracking and improved location performance when a user moves indoors or enters marginal conditions (such as deep street canyons or forested areas).

SmartLocate integrates with CommandCentral Aware to provide location triggers such as time, distance, PTT, emergency, and accelerated cadence during emergency.

The SmartLocate Application Service is proposed as a subscription-based model that optimizes budget and scales to meet evolving needs. SmartLocate provides enhanced capabilities to existing investments in CommandCentral Aware. Access to CommandCentral Aware is not included with the SmartLocate subscription.

Note - Dynamic Mode requires IMW and a cloud connector on the P25 system.

SMARTMAPPING APPLICATION SERVICES

The SmartMapping application provides precise and accessible location information of field units to inform response and improve situational awareness. The application displays this data on the APX N70's modernized map interface. Users can see their own location and the location/status of other crew members at a glance and immediately tap to communicate with them. Users can access SmartMapping directly from the APX N70 home screen, making it easier to leverage the map display in fast-paced situations.



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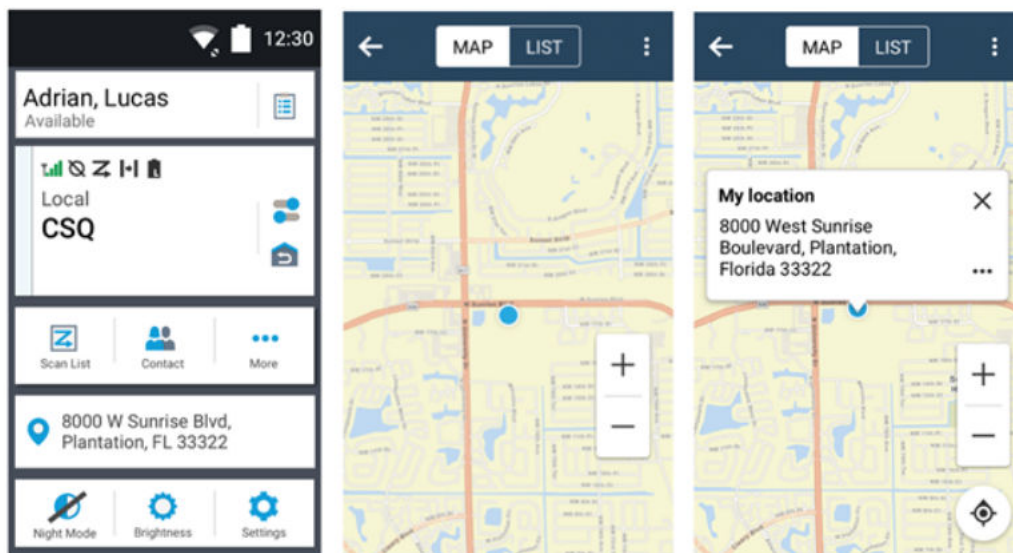


Figure 4: SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)

SmartMapping also provides the following capabilities for APX N70 first responders:

- Search for specific users to communicate with using accessible, on-screen navigation and search tools.
- Select map layers to get a different area view, including Street View, Terrain, or Satellite Image.
- Adapt to changing agency needs as new integrations and capabilities are introduced for the SmartMapping application.

SMARTMESSAGING APPLICATION SERVICES

SmartMessaging is an application service that allows APX N70 first responders to seamlessly and discreetly share multimedia communications over a Broadband connection. This helps offload traffic from mission-critical LMR networks while enhancing public safety capabilities. From the APX N70 home screen, users can send more detailed multimedia messages, with image, video, or audio file attachments, to enhance situational awareness and improve response success. An enhanced search and history functionality is available for users to easily access previous messages by name, content, and time range, helping them find specific information when needed.

SmartMessaging also supports the following capabilities:

- Receive "Be On the Lookout" ("BOLO") images or first-on-scene images, videos, locations, and audio from a WAVE dispatch application sent to an APX N70 first responders or predefined groups.
- Send text messages to an individual or group of contacts to provide all necessary users with updated intelligence.
- Secure communications with encrypted messaging data from an APX N70 device to the server.
- Adapt to changing agency needs as new integrations and collaboration tools become available for the SmartMessaging application.



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



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MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



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Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Lynne Ladner, Town Manager

Subject: Consider adopting increased vacation time accruals for all employees equal to the accruals negotiated as part of the CBA.

Mayor & Commissioners:

As part of the bargaining agreement that is on the agenda for this meeting one of the items that was requested by the officers in the CBA was an increase in vacation time. In reviewing the comps for vacation accruals for other representative departments we are the middle for accruals but there are departments that provide higher accruals. The chart below is what the final contract includes for our bargained employees.

Years of service	Hours earned/pay	Hours earned yearly
0-5	was 3.304 now 4.62	was 86 now 120
6-10	was 4.84 now 6.92	was 126 now 180
11-15	was 6.38 now 9.23	was 166 now 240
16 +	11.54	300

In order to maintain a balance with regards to non-wage benefits for all town employees I am requesting that the commission approve and adopt the same vacation time accruals across the board to bargained employees and all other town employees.

Respectfully,



Lynne Ladner
Town Manager

Staff recommends...adopting the new vacation accruals for all employees to match the accruals for bargained members

Suggested Motion: I move to...adopt new vacation accrual amounts for all employees not covered by the CBA to equal the accruals negotiated in the agreement.

Respectfully,
Lynne Ladner, Town Manager

Agenda: Monday, October 7, 2024
Memo: Item #15.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Lynne Ladner, Town Manager

Subject: Adopt updated Employee Handbook

As part of the Comp & Class study the commission authorized a review and update of the employee handbook. The attached handbook includes updates to meet with new state statutes, clarifications, and new policies consistent with best practices. It has been reviewed by the town's labor attorney to ensure that there are no issues and is presented for your adoption.

Staff recommends...adopting the revised and updated employee handbook.

Suggested Motion: I move to...adopt the revised and updated Employee Handbook

Respectfully,
Lynne Ladner, Town Manager

Town of Ocean Ridge



Employee Handbook

Human Resources

Policies and Procedures

Published October 2008

Revision Dates: January 2013; May 2015; November 2018;
December 2018; April 2019; December 2019; January 2020; September 2021;
March 2022; October 2024

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Welcome!

Whether you have just joined our organization or have been with the Town of Ocean Ridge for a while, we are confident that you will or have found our organization to be a dynamic and rewarding place in which to work. We consider the employees of the Town to be one of our most valuable resources and we look forward to a productive and successful association.

This handbook has been especially prepared for you to serve as a guide for the employer/employee relationship. The topics covered in this handbook apply to all employees of the Town. Please keep several things in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all possible applications of, or exceptions to, the general policies and procedures described. It is your responsibility to read, become familiar with and comply with the policies within this employee handbook. If you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor. Additionally, there are several “standard operating procedures” specifically for police officers not addressed here. Those SOPs can be found by contacting the Chief of Police.

Second, neither this handbook nor any other Town document confers any contractual right, either expressed or implied, to remain in the Town’s employ or guarantee any fixed terms and conditions of your employment. Your employment is on an At-Will basis and is not for a specified period. Your employment may be terminated at any time by the Town, with or without notice. You may also terminate your employment with the Town for any reason, with or without notice. This handbook is written specifically for all regular full-time, part-time and temporary employees.

Third, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time, as business needs dictate. We will make every effort to inform all employees of any changes as they occur but cannot guarantee immediate, advance notice of changes.

Finally, some of the subjects described here are covered in detail in official policy and/or procedures documents. The terms of written insurance policies and/or plan documents control all benefits such as health, dental, vision, life, retirement and deferred income. You should refer to these documents for specific information since this handbook is only designed as a summary of policies and benefits. For more information, contact your supervisor.

We are pleased to have you join our Town government and sincerely hope our association will be a beneficial one.

Lynne Ladner,

Ocean Ridge Town Manager

Mission Statement

The mission of the Town of Ocean Ridge is to create and maintain a beautifully landscaped, diverse seaside community built around family and civic pride, state of the art public services, and infrastructure which enhances the natural beauty of our Town.

Town History and Facts

In 1931, the Town of Boynton Beach, later renamed Ocean Ridge, was created by an Act of Legislature of the State of Florida. Prior to that date, the area was part of the Town of Boynton, which at the time included what we know now as Boynton Beach, Ocean Ridge, Briny Breezes and the south portion of Manalapan.

Today, the 1,840 year-round residents and the approximately 1,000 or more seasonal inhabitants of Ocean Ridge describe the Town as low-key, low-density and low profile. The solitude and seclusion are part of life in this small town. Surprisingly enough, people only a few miles away do not know where Ocean Ridge is located. On May 10, 1992, a Palm Beach Post article referred to Ocean Ridge as, "It may be dull, but the residents like it that way."

For more information, check out the official website at:

<http://www.oceanridgeflorida.com>

Town Hall Hours are Monday – Friday, 8:30 am – 3:00 pm

Interaction with Collective Bargaining Agreements

Should any discrepancy exist between this Employee Handbook and any collective bargaining agreement ratified by the Town, or any other employment contract, the collective bargaining agreement or any other employment contract will govern.

Section 1 – Employment and Hiring Policies

Accommodations for Pregnant Employees

The Town of Ocean Ridge will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the Pregnant Workers Fairness Act (PWFA) unless it would cause an undue hardship. The Town prohibits retaliation against employees making requests for accommodation. Some examples of possible accommodation are below. What is shown below is not a comprehensive list:

- Additional break times to eat, rest or use the bathroom.
- Seating
- Closer Parking
- Additional safety equipment/PPE
- Flexible hours
- Appropriate size uniforms
- Limitations on strenuous activities or that involve safety hazards to pregnancy.
- Unpaid leave time for birth and recovery from childbirth.

If you require accommodation under the PWFA, you will need to notify your supervisor or contact Human Resources.

Americans with Disabilities Act

The Town of Ocean Ridge is committed to complying with all applicable federal and state laws prohibiting harassment or discrimination against qualified individuals with disabilities, under the American with Disabilities Act (ADA). It is the Town's policy not to discriminate against any qualified employee or applicant in reference to any terms or conditions of the employment because such individual's disability or perceived disability so long as the employee can perform the essential functions of the job with or without a reasonable accommodation. Consistent with this policy of nondiscrimination, the Town will provide reasonable accommodation to a qualified individual with a disability, as defined by the ADA, who has made the Town aware of the disability and request for reasonable accommodation, provided that such accommodation does not constitute an undue hardship to the Town. It is the responsibility of the employee requesting accommodation to participate in the interactive process with the employer. Employees with a disability who believe they need reasonable accommodation to perform the essential functions of their position should contact their supervisor.

Family Medical Leave Act (FMLA)

FMLA applies to all public agencies, all public and private elementary and secondary schools, and companies with fifty (50) or more employees located within seventy-five (75 miles) from the employer's workplace. These employers must provide an eligible employee with up to 12 weeks of unpaid leave each year for any of the following reasons:

- For the birth and care of the newborn child of an employee.
- For placement with the employee of a child for adoption or foster care.
- To care for an immediate family member (i.e., spouse, child, or parent) with a serious health condition; or
- To take medical leave when the employee is unable to work because of a serious health condition.

Even though the Town is considered a “covered employer” under the FMLA due to its local government status, the Town does not have a sufficient number of employees such that our employees are not eligible for FMLA

Equal Employment Opportunity

The Town of Ocean Ridge is committed to equal opportunities for all applicants and employees. Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the Town of Ocean Ridge. The Town Commission approved Ordinance Number 644 prohibiting discrimination in employment based on race, color, national origin, religion, sex, gender identity or expression, genetic information, sexual orientation, disability, marital status, pregnancy, familial status, age, HIV/AIDs, veteran status and any other category protected from discrimination by applicable law.

This policy applies to all terms and conditions of employment including policies and procedures related to recruiting, hiring, training, promotion, compensation, working conditions, benefits, and termination from employment. Appropriate disciplinary action may be taken against any employee willfully violating this policy.

Employment of Relatives: Anti-Nepotism

The Town maintains a policy restricting the employment of any individual who is related to a supervisor in the same town division. In the event a town employee is eligible for a transfer or a promotion into a division in which a relative is employed, such transfer or promotion will be considered on a case-by-case basis to avoid creating any potentially conflicting situation in reference to any aspect of the employment relationship. Additionally, the Town adheres to Florida Statute 112.3135 which defines the Restrictions on Employment of Relatives.

Under FS 112.3135, relatives are defined as: father, mother, daughter, son, sister, brother, aunt, uncle, first cousin, niece, nephew, wife, husband, mother or father in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepdaughter, stepson, stepbrother, stepsister, half-brother or half-sister.

Ethics and Conflict of Interest

The Town of Ocean Ridge expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the Town. Business dealings which appear to create a conflict of interest between the interests of the Town and an employee are unacceptable. The Town recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to Town business.

However, the employee is required to disclose any possible conflicts so that the Town may access and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in the position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the Town's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, the Town's Code of Ethics policy sets forth those that most frequently present problems.

If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the Town Manager to obtain advice on the issue. The purpose of this policy is to protect both employees and the Town from any conflict of interest that might arise. Violations of the policy constitute grave misconduct and may lead to disciplinary action including suspension or termination.

The Code of Ethics for Town employees include the following provisions:

- Be honest and ethical in their conduct, including ethical handling of actual or apparent conflicts of interest between personal and professional relationships.
- Comply with all applicable government laws, rules and regulations.
- Maintain the confidentiality of information entrusted to them by the Town or its residents except when authorized or otherwise legally obligated to disclose.
- Deal fairly with Town residents, suppliers, competitors, volunteers, and employees.
- Provide constituents with information that is accurate, completely objective, relevant, timely, and understandable.
- Proactively promote ethical behavior as a responsible partner among peers in the work environment.
- Protect and ensure the proper use of the Town's assets.
- Prohibit improper or fraudulent influence over any external auditor.

Each employee is required to take the Ethics Training provided by the Palm Beach County Ethics Commission. This training will be repeated every two (2) years.

Immigration Law Compliance

The Town is committed to ensuring compliance with the Immigration Reform and Control Act of 1986. Every new employee, as a condition of employment, must complete the Employment Eligibility Verification form I-9 and present documentation establishing identity and authorization to work in the United States. Former employees who are rehired must also complete the form if they have not completed a Form I-9 with the Town within the past three (3) years or if their previous I-9 is no longer retained or valid.

In compliance with Florida law, the Town utilizes E-Verify, which is an internet-based system that uses information reported on an employee's Form I-9 to determine the eligibility of that employee to work within the United States. The E-Verify process is used for all new and rehired employees.

Employees with questions regarding the Form I-9 requirements should contact Human Resources. Employees may raise questions or concerns about immigration law compliance without fear of reprisal.

Job Postings

Existing personnel will be notified of all job openings via a notice posted in the common employee break room. All job openings will be posted to the general public unless the position is filled with existing personnel. The hiring supervisor may choose to post the job opening in the common employee break room and to the general public simultaneously.

Applications are acceptable by Human Resources who will review all applications for the vacant position(s) and forward the applications that meet the stated minimum requirements to the Town Manager or the designee. The Town Manager or the designee will screen applications that most closely meet or exceed the hiring criteria. Each selected applicant will be notified, scheduled, and informed of interview reporting information. The Town Manager or designee will, upon candidate selection, conduct or initiate any required background checks. These background checks may be done as a condition of the job offer, whether completed before or after the offer has been made or accepted. All candidates selected for positions within the police department are subject to all requirements as set by the Florida Department of Law Enforcement. All non-law enforcement candidates selected for positions within the Town will be subject to a variety of background checks by the current vendor to include, but not be limited to the following: employment verification, reference checks, criminal record check, education verification, drug/alcohol screening, physical and credit check. The employment offer extended to the candidate is subject to the approval of the Town Manager. Once the offer is accepted, the supervisor will forward all the employment forms to Human

Resources. Human Resources is responsible for ensuring completion of the required employment forms and for conducting the new employee orientation. Only applicants who were interviewed will be notified by Human Resources that the position has been filled.

The Town of Ocean Ridge is an Equal Employment Opportunity employer and will abide by the Equal Employment Opportunity policy set forth in this handbook.

Medical Information

Personnel files and records of Town employees are considered public record and open to inspection, if requested under Chapter 119, F.S.; however, some documents may be considered confidential or exempt in accordance with other provisions of Florida Statute. Medical information and social security numbers of employees are treated confidentially and will not be disclosed unless it is required by law. The Town will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination.

Some individuals' home address and phone numbers may be deemed exempt from disclosure by Florida Statute. Any employee who believes they have held a position prior to employment at the Town, causing their home address or phone number to be exempt should contact Human Resources. Some examples of exempt employees include:

- Active or former law enforcement personnel
- Active or former correctional or probation officers
- Active or former personnel whose responsibilities include revenue collection and enforcement or child support enforcement
- Current and former human resource, labor relations, or employee labor relations directors, assistant directors, managers or assistant managers of any local government agency or water management district whose duties include hiring or firing employees, labor contract negotiations, administration, or personnel-related duties.
- Current and former Code Enforcement officers
- Current or former military personnel, their spouses, and dependents where the military member is/was employed by the US Department of Defense with authorized access to information deemed "secret" or "top secret" by the Federal Government or who are servicemembers of a special operations force.
- Current or former emergency medical technicians or paramedics certified under Chapter 401, F.S.
- Firefighters certified in compliance with s. 633.408, F.S.

*Note: this is not a comprehensive list. You are encouraged to review the pertinent Florida Statutes.

Outside Employment & Special Duty Details

All employees are prohibited from participating in outside work activities if such activities negatively affect the time or quality of their work with the Town or causes a conflict of interest between such outside work and their employment with the Town, or otherwise casts discredit upon Town government. In general, outside work activities are not allowed when they:

- Prevent the employee from fully performing work for which he or she is employed at the Town, including overtime assignments; or
- Involve organizations that are doing or seeking to do business with the Town, including actual or potential vendors or customers; or
- Violate provisions of law or the Town's policies or rules.

If an employee is engaged or is expected to become engaged in outside work activities, the employee shall request written permission from their supervisor prior to engaging in such outside activity. The granting of permission to engage in outside work activities may be withdrawn if such activity begins to conflict with this policy.

The Ocean Ridge Police Department permits off-duty employment subject to the rules and regulations for secondary employment and special duty details as developed by the Chief of Police.

Section 2 – Administrative Policies/Work Environment

Drug Free Workplace

The Town of Ocean Ridge recognizes that substance abuse poses a threat to the health and safety of all employees. The Town is committed to maintaining a drug-free workplace pursuant to F.S. 440.102. In support of this commitment, all employees are required to submit and pass a pre-employment drug test as a condition of employment. All Sworn Police Officers, Public Works employees, the Building Official and Building Inspectors holding mandatory testing or special risk positions under the statute are subject to the following types of testing:

- Job applicant
- Reasonable suspicion
- Post-accident
- Random
- Follow-up

The Town's full Drug Free Workplace Policy is in attachment 4 to this handbook.

In recognition of substance dependency as a treatable health condition, the Town is equally committed to providing the opportunity for employees with substance abuse problems to obtain professional help.

Employees with drug or alcohol problems that have not resulted in and are not the immediate subject of disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through the Town's health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all Town policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause the Town any undue hardship.

The Town maintains a policy to comply with the Drug Free Workplace Act of 1988, prohibiting the illegal use and possession of intoxicants and controlled substances by Town employees. Violations of the policy constitute grave misconduct and may lead to disciplinary action including suspension or termination.

Computer Usage Policy

The purpose of the Town's computer usage policy is to establish and communicate the guidelines and requirements governing the acceptable use of the Town-provided computers, email and any other Town provided systems. Adherence to this policy will minimize the risks to the Town while providing a productive environment. This policy applies to all employees (regular, part time and temporary), contractors, consultants, volunteers, elected officials, and other individuals who have been granted access to and use of the Town's email and/or computer systems. The complete Computer Usage Policy is found as Attachment 1 to this employee handbook.

Break and Meal Periods

Supervisors will schedule breaks and meal periods to accommodate operating requirements. Full-time employees who are scheduled to work full-time hours on a scheduled workday will be provided with one 30-minute paid period for lunch. Part-time employees who work less than five (5) hours per day will not have a scheduled lunch break. Employees who are required to respond to business during breaks and meal periods will be compensated for that time.

Compressed Work Schedule

To help support work/life balance, the Town may permit an eligible employee to work a compressed workweek schedule.

- Eligible employees must meet the following criteria:
- Have worked for the Town for at least one full year
- Employment Status is officially Full-Time
- No disciplinary or performance issues within the last twelve (12) months
- Job duties must allow for a compressed work schedule in the sole discretion of the Town Manager

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The request for an alternate work schedule must be made in writing to the supervisor who will evaluate the request based on the above criteria and ensure the proposed schedule will not interfere with the department's needs or pose a hardship to the other staff in the department. The supervisor's approval and evaluation will then be provided to the Town Manager for final approval. A compressed work schedule is considered an alternate work schedule shorter than the typical five (5) days in a standard workweek and fewer than ten (10) workdays in a biweekly pay period. Example of a compressed workweek is working four (4) ten-hour days rather than five (5) eight-hour days in a standard workweek.

Under this policy and schedule, compensation, benefits, job duties and work status will not change. All time off must be scheduled in advance, in accordance with the Town's leave time policies. The holidays provided by the Town are based on eight (8) hour days and if the alternative work schedule is a move to a ten (10) hour day, the employee will need to use two (2) hours of vacation time to make the holiday time off whole.

Alternative or compressed work schedules will be evaluated by the supervisor on an annual basis or more frequent basis to ensure all department needs are still in alignment with the schedule. Employees may terminate the requested work schedule in writing thirty (30) days in advance of the change back to the standard work schedule.

Situational Remote or Telework

The Town may permit full-time employees whose job duties allow for work from home or a location other than the regularly assigned Town building with the written authorization of their supervisor and the Town Manager. If an employee is permitted to work from home, for any reason, the employee must adhere to the following:

General Expectations:

- Remote employees are expected to be available and communicative during scheduled work hours.
- Town policies, work rules and other required guidelines continue to apply to offsite work locations.
- An employee cannot remote/telework more than four (4) business days per calendar month, but remote work and a compressed schedule cannot be utilized in the same calendar week.
- Consumption of alcohol or any other illegal substances during work hours is strictly prohibited.
- Employees are required to have a quiet and distraction-free working space, to the extent possible.

- Employees are expected to maintain their workspace in a safe manner, free from safety hazards.
- Employees must have childcare/eldercare during the time they are working from home.

Virtual Meetings:

- While distractions are often unavoidable, try to keep them to a minimum. No music or television in the background during meetings.
- Keep yourself muted during video or audio conferencing unless you are speaking.
- Turning on video is required unless otherwise noted by the host of the meeting.
- Avoid eating during a virtual meeting unless invited to do so by the meeting host or it is a medical emergency.
- Smoking and vaping are not permitted during a video conference.
- Casual dress is acceptable; however, use discretion. No strapless or see-through tops or dresses, no pajamas, or other apparel one would not normally wear outside of the home.
- Avoid multitasking . Give your full respect and attention to the meeting as if you were face to face.

Employees are expected to adhere to this policy. Any deviation from this policy is subject to disciplinary action, up to and including, termination.

Personal Property and Workplace Privacy

It is the Town's intention for employees to feel as comfortable at work as possible. Employees may bring personal items into the workplace in a limited capacity, kept to a minimum so as not to create any distractions or pose a safety hazard to self or others. All materials brought in should be of a non-offensive, non-discriminatory, non-harassing nature or the employee may be required to remove the personal item from the workspace.

Employees should have no expectation that their workspace and/or materials contained within their workspace are private and not subject to disclosure, including any personal items the employee brings into the workspace. From time to time, supervisors and other authorized persons may have a legitimate business need to enter an employee's workspace including, but not limited to, offices, Town vehicles, computers, cabinets, and desks which includes personal property brought to the workplace to search for files, documents and other work-related items. In addition, in cases of suspected employee misconduct or criminal activity, the Town may search any workspace for evidence of such misconduct and will cooperate with law enforcement officials in any criminal investigation.

Policy Against Harassment and Discrimination

It is the policy of the Town of Ocean Ridge to promote a positive work environment and prohibits harassment or discrimination based upon an employee's race, color, national origin, religion, sex, gender identity or expression, genetic information, sexual orientation, disability marital status, pregnancy, familial status, age or any other category protected by applicable law. The Town will not tolerate verbal, visual or physical conduct by any employee which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive or hostile work environment based on a protected category. Being able to work in an environment free of discrimination and any form of harassment is essential. No form of harassment will be tolerated, including sexual harassment.

In addition to its prohibition on discrimination or harassment based on a protected category, the Town prohibits any bullying behavior. Such behavior has a negative impact on the Town's work environment and is unacceptable.

Every supervisor has a responsibility to maintain the workplace free from any form of harassment including sexual harassment. No supervisor is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or unwillingness to submit to sexual advances will affect the employee's terms or conditions of employment. Other harassing or offensive conduct in the workplace, whether committed by supervisors, non-supervisory employees, or non-employees is also prohibited. Such conduct may include, but is not limited to the following:

- Unwanted sexual flirtations, touching, advances, or propositions
- Verbal abuse of a discriminatory or sexual nature
- Graphic or suggestive comments about an individual's dress or body
- Degrading words to describe an individual
- Displays in the workplace of inappropriate objects or pictures based on one of the protected categories
- Spreading gossip of any kind, including of a sexual nature
- Unwanted comments, serious or humorous, directly or indirectly towards an individual or about an individual based on a protected category
- Obscene gestures of any kind
- Making, composing, copying, and relaying unwanted suggestive phone calls, text messages, emails or utilizing any other methods of communication of a sexual nature to an individual

Any employee who believes that the actions or words of a supervisor, employee or non-employee constitute a violation of this policy must report the situation immediately. Any such report must be made to the employee's supervisor or to the Town Manager, if the issue involves the supervisor. See Attachment 2 for the Grievance Procedure. Supervisors shall report their receipt of all such complaints to the Town Manager to ensure proper handling. All complaints of harassment will be

investigated promptly, in an impartial and confidential manner to the extent as possible. Employees are required to cooperate in any investigation. A timely resolution of each complaint will be reached and communicated to the parties involved.

Retaliation against any employee for filing a grievance or participating in an investigation is strictly prohibited. Any employee or supervisor who is found to have engaged in harassment of another employee will be subject to appropriate disciplinary action, depending upon the circumstances, up to and including termination. Employees utilizing this procedure will be treated courteously, the complaint will be handled swiftly and as confidentially as is practical under the circumstances and the registering of the grievance will, in no way, be used against the employee nor will it have an adverse effect on the employee's employment status.

Workplace Violence

The Town of Ocean Ridge does not tolerate any type of workplace violence committed by or against employees, including physical or verbal threats. Employees are strictly prohibited from making threats or engaging in violent activities.

The Town prohibits the possession of a weapon, as defined herein, on your person while engaging in Town business or activities, or in a Town vehicle, or when wearing a Town uniform or other clothing with a Town logo, other than sworn police officers authorized to possess such weapons. Weapons are prohibited in Town facilities, vehicles or other equipment. Employees are prohibited from displaying properly licensed firearms while on duty at any location except for lawful defensive purposes as provided by Florida law. In accordance with Florida law, employees may lawfully possess a weapon that is locked and secured inside their private personal vehicle in the parking lot and when the employee is lawfully in such an area. This policy shall be construed in accordance with Florida law. Weapons are defined as follows:

- All firearms and ammunition
- Fixed blade knives
- Folding knives with a blade longer than three (3) inches
- Clubs
- Brass knuckles
- Explosives or destructive devices
- Chemical weapons and devices
- Stun guns
- Any other object defined in section 709.001, F.S., as amended.

The Town maintains a zero-tolerance policy for workplace violence. Violations of this policy constitute grave misconduct and may lead to disciplinary action including suspension or termination.

Smoke - Free Workplace

In accordance with Florida law and Town policy, smoking, vaping and chewing tobacco is prohibited through the Ocean Ridge Town Hall, Police Complex, and Garage. Smoking, vaping and chewing tobacco is permitted only outside of Town buildings and vehicles, and not within twenty (20) feet of entryways or exit points of Town buildings or vehicles. Smoking, vaping or chewing tobacco are not permitted while an employee is carrying out their official duties in any location such as directing traffic, engaging with the public, etc.

Section 3 – Compensation

Payroll and Direct Deposit

Direct deposit is the method provided by the Town to deposit net pay directly to a financial institution (checking or saving account) of the employee's choice. Paychecks are automatically deposited in a personal account on payday. The employee will receive a pay statement detailing gross pay, taxes, deductions, and direct deposit amount. The pay statement will be sent to the division each payday. Direct deposit is available for regular full and part-time employees. Direct deposit will cease at the time of termination.

Employee Pay Classification

Positions are classified as exempt or nonexempt based on actual job duties, responsibilities, and salary. Job title and length of services are not determining factors in the classification.

1. Exempt – are not covered by the Fair Labor Standards Act (FLSA) and are not entitled to minimum wage or overtime pay.
2. Non-exempt – qualify for overtime pay and must earn at least minimum wage in the state in which the employee works.

Employment Status Classification

Employees are classified according to hours of work and duration of position as defined below:

1. Regular Full Time, except for Sworn Law Enforcement Officers
 - a. Works a regular schedule of at least 40 hours per work week.
 - b. Paid an annual salary if exempt; paid an hourly rate if nonexempt.
 - c. Eligible for overtime pay if classified as nonexempt, after working 40 hours in a work week.
 - d. Eligible for all employee benefits unless the employee fails to meet the eligibility requirements of a specific benefit.
2. Regular Full Time Sworn Law Enforcement Officers

- a. Non-exempt employees work a regular schedule of at least 84 hours in a two-week pay period; exempt employees work a regular schedule of at least 40 hours per work week.
 - b. Paid an annual salary if exempt; paid an hourly rate if nonexempt.
 - c. Eligible for overtime pay if classified as nonexempt, after working 84 hours in a two-week pay period.
 - d. Eligible for all employee benefits unless the employee fails to meet the eligibility requirements of a specific benefit.
3. Regular Part Time
- a. Works a regular schedule of less than 30 hours per work week.
 - b. Paid an hourly rate.
 - c. Eligible for overtime pay after working more than 40 hours in a work week.
 - d. Not eligible for employee benefits except prorated holidays, pro-rated personal leave of absence and retirement.
4. Temporary
- a. Employed to fill a short-term temporary need not to exceed six (6) months.
 - b. Paid at an hourly rate.
 - c. Eligible for overtime pay after working more than 40 hours in a work week.
 - d. Not eligible for employee benefits.

Hours Worked

In general, “hours worked” includes all time that an employee is required to be on duty as well as the time in which the employee is required to work or authorized to work for the Town.

Overtime

Nonexempt regular full-time employees are compensated at one and a half times their regular hourly rate for all hours worked in excess of 40 hours during any one work week. Nonexempt part-time employees are compensated at one and a half times their regular hourly rate for all hours worked in excess of 40 hours during any one work week.

The Town’s work week begins on Monday and ends on Sunday. All hours actually worked in excess of 40 hours during any one work week are eligible for overtime pay. Vacation time and Holiday Compensatory time will also be considered as time worked when calculating overtime. Personal Absence Leave/Sick Time is not calculated as time worked when calculating overtime. Overtime for police officers is based on a different policy adopted in accordance with section 207(k) of the Fair Labor Standards Act.

The need to work overtime for all employees must be authorized and approved in advance by the supervisor.

Exempt employees are not eligible for overtime pay. The basic compensation of exempt employees is based on the amount of work necessary to complete the assigned functions and is not based upon the set number of hours per work week. However, at the discretion of their supervisor, exempt employees may be granted personal time off during normal work hours in consideration of their work efforts.

Emergency Callouts

Employees who are ordered or called back to work outside of the employee's normal work schedule will be paid a minimum of two (2) hours, regardless of whether the time worked was less than two (2) hours. The paid time does include travel time to and from the worksite. Time worked during an emergency callout will be calculated at the employee's regular rate of pay. Overtime compensation is applicable only when the employee's total hours exceed forty (40) hours in the workweek, in accordance with federal Fair Labor Standards Act. Emergency callouts that occur during paid holiday leave will be paid in accordance with the paid holiday policy. Employees who are subject to emergency callouts must continue to adhere to all the Town's employment policies, including refraining from drug and alcohol use. Any violation of the policies may result in disciplinary action, up to and including termination.

Emergency Closing

At times, emergencies such as severe weather, fires, power failures, etc. can disrupt Town operations. In extreme cases, these circumstances may require the closing of Town facilities. When operations are officially closed because of emergency conditions, the time off from scheduled work will be paid. Prior to and during the aftermath of severe weather or other emergency incidents, certain employees, such as law enforcement and maintenance personnel, may be required to work at the discretion of the Town Manager, Chief of Police, or Mayor. Employees classified as nonexempt will be paid in accordance with Town policies stated in the Overtime section, "Overtime Pay During a Declared Emergency."

Overtime Pay During a Declared Emergency

The Town Commission set policy for the Town of Ocean Ridge that for the seventy-two (72) hour period commencing upon the mandatory confinement period as determined by the Chief of Police and/or Town Manager due to a State of Emergency as determined by the Town Commission, all work hours by ALL town employees under mandatory confinement, including exempt employees shall be compensated at double their standard rate of pay. At the end of the seventy-two (72) hour confinement period following a State of Emergency, overtime shall be compensated at the standard

rate of time and a half. This applies only to work that addresses the needs of the Town in an actual event that affects the Town.

Pay Computation for Compensation

The Town Commission may adopt a Salary Range Plan for all Town employees that is periodically adjusted through Town Commission action. Information on this plan, if applicable, is available through the Human Resources office.

Payroll Deductions

No payroll deductions, other than required taxes or deductions ordered by a court or authorized by law, will be made without the written authorization of the employee. The pay statement serves as a regular statement of the employee's earnings and deductions.

Pay Periods

Paydays are every two (2) weeks on Fridays, unless a holiday falls on a Friday, in which case the Town will pay employees on the preceding workday. The Town's workweek begins on Monday and ends on Sunday. Employees get paid one week in arrears.

Probationary Period

New or newly promoted employees are required to serve a probationary period of six (6) months. Police officers and dispatch personnel are required to service a probationary period of twelve (12) months. The purpose of this period is to give the Town and the employee time to determine the suitability of the match. While all employees are at-will, it is expected that greater than normal scrutiny regarding the appropriateness for continued employment will be applied by both the Town and the employee during the probationary period.

The probationary period allows time for supervisors to closely observe and evaluate the work and fit of new and newly promoted employees. It also provides a time for adjustment to the position. The supervisor is responsible for reviewing the quality and efficiency of the employees' work, as well as overall fit within the Town's workforce. Performance reviews may be conducted upon completion of the probationary period and shall be completed annually thereafter. The following guidelines apply:

1. A new employee may be dismissed at any time during the probationary period for any reason. Any recommendation for dismissal should be discussed with the Town Manager prior to taking action.
2. Any employee promoted to a new position whose work has not been satisfactory during the probationary period may, with the approval of the Town Manager, revert back to the former position, if the vacancy still exists.

Although employees will accumulate vacation time during their probationary period, they may not use any vacation time until they have completed six (6) months of employment with the Town, unless special considerations have been made by the Town Manager at the time of hiring.

All employees who are dismissed or resign during or at the completion of the probationary period may meet with Human Resources for an exit interview.

Travel Expenses

The Town reimburses employees for reasonable travel expenses incurred while on assignment away from the normal work location. All business travel must be approved in advance by the immediate supervisor. Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When travel is approved, the actual cost of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed within budgeted amounts for the travel, and as authorized by the employee's Supervisor. The Town uses the federal mileage rate when reimbursing for mileage. When lodging or meals are provided, the traveler shall be reimbursed only for the actual expenses of such lodging or meals. The employee is responsible for filing out a Travel Reimbursement Form once the employee returns to Town Hall, attaching all receipts related to the travel, obtaining the supervisor's signature, and submitting the documentation to the Town Treasurer for reimbursement. If the employee uses a Town issued credit card during the travel, receipts must match the credit card bill and must be forwarded to the Town Treasurer for final reconciliation when the employee returns to Town Hall.

Expenses generally reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.
- Car rental fees for compact or mid-sized cars or the lowest available option.
- Fares for shuttle or airport bus service, where applicable; costs of public transportation for other ground travel.
- Taxi or ride-share services, only when there is no less expensive alternative.
- Mileage costs for use of personal cars, only when less expensive transportation is not available.
- Cost of standard accommodation in low to mid-priced hotels, motels or similar lodging.
- Cost of meals, not including alcoholic beverages.
- Charges for telephone calls, facsimile machine use, and other similar services required for business purposes.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor.

Vehicles owned, leased or rented by the Town may not be used for personal use.

When travel is completed, employees should submit the completed travel expense reports within the current pay period. Reports should be accompanied by receipts for all individual expenses and/or accounting of mileage in personal vehicles.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses or any other business travel issues.

Travel Time

Home to work travel is not compensable for work time. Generally, an employee is not at work until he or she reaches the work site. If nonexempt employees are required to travel out of town, travel time is considered work time if the employee travels by car. Travel time as a passenger outside of regular work hours is not considered work time, unless it is required by the supervisor.

Certification Training Assignments

Employees not covered by a separate bargaining unit agreement who are assigned active Certification Training responsibilities shall be paid five percent (5%) above his or her current rate of pay for each hour in which he or she is actively engaged in Certification Training of a newly hired employee.

Section 4 – Employee Benefits

Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible, full-time employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Town's health plan when a "qualifying" event would normally result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction of hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Town's group rates, plus an administrative cost.

The Town provides each eligible employee with a written notice describing rights granted under COBRA at the time of a qualifying event. The notice contains important information about the employees' rights and obligations.

Credit Union

The Town of Ocean Ridge employees are eligible for membership in the Credit Union of Palm Beach County. Members can save, borrow money, and enjoy a variety of other benefits. The Town offers employee participation through payroll deduction in the Credit Union.

Deferred Compensation

The Town currently offers employee participation through payroll deduction in a section 457 Deferred Compensation Plan through Mission Square. The 457 plan allows employees to save for retirement on a pre-tax basis. Participants make 100% of the contributions; there are no matching contributions by the Town. This benefit is available to regular full-time employees only.

Holidays and Holiday Compensatory Time

The Town provides twelve (12) eight (8) hour paid holidays and recognizes the following holidays for most of which the Town's business operations are closed:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

Employees will also receive a paid day off for the employee's birthday. This day off will be based upon the position assigned on their birthday and will be a day off for a day off, and not calculated on hours. The employee must schedule the birthday day off in advance, subject to Town approval, and within the same fiscal year. The birthday day off will be forfeited if not used within the same fiscal year and will not be placed in the employee's holiday compensatory time bank.

Employees who are required to work on a holiday will receive either:

1. Eight (8) hours of time off at a later date; or
2. Eight (8) hours of holiday pay.

Health, Dental, and Vision Insurance

Health, dental and vision insurance benefits are provided to all regular full-time employees who have successfully completed the first 30 days of employment. Elected coverage will become effective on the first day of the month following the successful completion of the first 30 days of employment. The Town pays 100% of the premium cost for the employee. Dependent coverage is available at an additional cost to the employee. Health insurance is offered according to law to employees who retire from the Town, at the sole cost to the employee.

Details on current health, dental, and vision plans, including the Summary Plan Descriptions, can be obtained from Human Resources.

Life Insurance and Accidental Death & Dismemberment (AD&D)

The Town provides \$15,000 in life insurance benefits to regular full-time employees at no cost to the employee. Employees are eligible on the 1st day of the month after they have been employed for at least thirty (30) days. Police officers killed in the line of duty are entitled to State and Federal death benefits.

Accidental Death & Dismemberment (AD&D) coverage provides extra protection for employees in the event of a covered accidental death or injury. This insurance is designed to reduce the financial burdens associated with the loss of life, limb or sight. AD&D insurance benefits are provided to all regular full-time employees who have successfully completed the first thirty (30) days of employment. The Town pays the cost of the employee coverage.

Short Term Disability (STD)

Short-term disability insurance generally pays a weekly benefit to you if you cannot work because of a covered illness or injury. The benefit replaces a portion of your weekly income and provides funding directly to you to help pay your bills and living expenses in a time of need. Regular full-time employees are eligible for short-term disability benefits (STD) beginning the first day of the month after they have been employed for at least thirty (30) days. Benefits begin the very first day following the qualifying of the disability up to twenty-six (26) weeks. Employees may apply for STD benefits a maximum of one week prior to the first day of disability as instructed by a medical provider.

Employees do not pay any monthly premiums for this benefit. STD pays the employee a set amount based on their current rate of pay to a maximum as set by the policy in effect. Employees may opt out to utilize accrued personal absence leave to supplement the amount received from the insurance company for short-term disability benefits, until such accrued personal absence leave is exhausted. In the event an employee receives a double payment by the Town and the insurance company while an employee is receiving short-term disability payments, the Town shall draw upon the employee's personal absence and/or vacation accruals for repayment or suspend the employee's personal

absence leave and/or vacation accruals upon the employee's return to work until the full amount is paid back to the Town. If the employee does not return to work and an overpayment is still outstanding, the Town may invoice the employee for the amount due for the overpayment.

Accruals for vacation, holiday compensatory, and personal absence shall accrue while an employee is out of work on short-term disability. However, after thirty (30) days of short-term disability leave, such accruals shall be held in abeyance and shall not be credited to the employee's leave banks until sixty (60) calendar days after their return to work.

For further details and eligibility, refer to the summary plan description, which is available through the Human Resources office.

Long Term Disability (LTD)

Regular full-time employees are provided with basic long-term disability insurance (LTD). LTD generally pays a monthly benefit to you if you cannot work because of a covered illness or injury. The benefit replaces a portion of your income, thus helping meet your financial commitments to your family in time of need. Employees do not pay any monthly premiums for this benefit.

Accruals for vacation, holiday compensatory time, and personal absence leave shall accrue while an employee is out of work on long-term disability. However, after thirty (30) days of long-term disability leave, such accruals shall be held in abeyance and shall not be credited to the employee's leave banks until sixty (60) calendar days after their return to work.

For further details and eligibility, refer to the summary plan description, which is available through the Human Resources office.

Retirement Plans

Regular full-time and part-time employees qualify for retirement plan benefits. The Town currently participates in the Florida Retirement System (FRS). FRS contributions are made in compliance with statutory regulations. Employees are given the option of participating in the Defined Benefit Retirement Plan or the Defined Contribution Investment Plan directly with FRS. FRS provides the specific information regarding the plan options at www.myfrs.com or you can speak with the Human Resources Administrator.

Social Security/Medicare

All employees are eligible and obliged to participate in the Social Security program (Federal Insurance Contributions Act). Social Security pays benefits if an employee retires, becomes disabled, or dies, if eligibility requirements are met. Spouses and children may also be eligible for benefits when an employee becomes entitled or dies. Both the employee and the Town are required to make

payments toward Social Security. All employees are required to participate in Medicare, a federal health insurance program for retired people aged 65 and over, as well as certain disabled persons. Medicare has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance). The employee, through a mandated payroll tax, pays for Part A. The employee pays for Part B by paying monthly premiums beginning at retirement.

Workers Compensation

A workers compensation insurance program is provided at no cost to the employee. This program covers injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. This program provides certain financial benefits in the event of personal injury or death by accident, arising out of or in the course or scope of employment. Any employee who sustains a work-related injury must immediately report it to their supervisor, followed by a written statement and First Report of Injury, regardless of how minor an on-the-job injury may appear.

The supervisor must immediately inform the Chief of Police and Human Resources if an injured employee is employed in the Police Department. If not, the supervisor must immediately inform Human Resources. Human Resources will notify the carrier who will forward the First Report of Injury and direct further treatment. This will enable the eligible employee to qualify for coverage as quickly as possible. Employees may opt to draw down accrued personal absence leave and/or vacation leave to supplement the amount received from the worker's compensation insurance carrier, until such leave is exhausted. In the event the employee receives a double payment by the Town and the insurance carrier while the employee is receiving paid workers compensation benefits, the Town shall draw upon the employee's personal absence leave and/or vacation leave accruals for repayment or suspend the employee's personal absence leave and/or vacation leave accruals for repayment or suspend the employee's personal absence leave and/or vacation leave upon the employee's return to work until the full amount is paid back to the Town. If the employee does not return to work and an overpayment is still outstanding, the Town may invoice the employee for an amount due for the overpayment.

Accruals for vacation, holiday compensatory and personal absence leave shall accrue while an employee is out of work on worker's compensation leave. However, after thirty (30) days of worker's compensation leave, such accruals shall be held in abeyance and shall not be credited to the employee's leave banks until 60 calendar days after their return to work.

Due to the limited number of employees employed by the Town, any employee who sustains an injury that is covered by the Town's worker's compensation insurance policy is authorized to be absent from work due to the worker's compensation qualifying injury or illness until he or she is released for work or for up to one (1) year, whichever comes first. Upon expiration of the one (1) year period, the Town shall begin the process of administratively separating the employee from employment with the Town.

Education Reimbursement

Employees employed by the Town for a minimum of twelve (12) months prior to the date of which the employee makes the request for participation are eligible for education reimbursement.

Reimbursement is applicable only to educational classes offered by a college, university, or community college that has been accredited by the Southern Association of Colleges and Schools; the Accrediting Council for Independent Colleges and Schools; or an accrediting agency or association which is recognized by the database created and maintained by the United States Department of Education.

Any employee with regular status, at the sole discretion and prior written approval by the Town Manager, and Police Chief for Police Department employees, may receive leave and/or financial reimbursement to cover a portion of certain educational expenses provided that:

- A) Adequate funds (\$2,500 per person, per fiscal year) are available in the budget of the department to which the employee is assigned or available for educational funds allocated for such purposes; and
- B) Completion of such educational classes will generally improve the employee's skills, knowledge and/or ability to carry out job assignments, and otherwise directly relates to the employee's employment with the Town.
- C) Upon completion of a course in an approved class, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following schedule:

Course Grade "A" 100% Reimbursement

Course Grade "B" 75% Reimbursement

Course Grade "C" 50% Reimbursement

Pass (in a pass/fail course) 100% Reimbursement

- D) Any employee enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the Florida Atlantic University for a bachelor's or master's degree program or Palm Beach State College for an Associate's degree program.
- E) If the employee leaves the employment of the Town for any reason within two (2) years after completion of such educational course(s), the employee will reimburse the Town for all Town funds invested in such educational course(s).

Longevity

Employees who complete the required years of continuous service as indicated below shall receive a one-time, lump sum longevity payment (not added to base salary), which shall be paid on the employee's anniversary as follows:

5 year anniversary; \$500 lump sum payment

10 year anniversary; \$1,000 lump sum payment

15 year anniversary; \$1,500 lump sum payment

20 year anniversary; \$2,000 lump sum payment

Continuous service shall be defined as continuous paid service with the Town of Ocean Ridge and will be computed from the most recent date of hire. Continuous service shall accumulate during personal absence leave, workers' compensation leave, vacation leave, and military leave.

Section 5: Leave Policies and Procedures

Bereavement Leave

The Town recognizes the importance of taking leave when there is a death in the family., all regular full time and regular part time employees shall be eligible for bereavement leave with pay not to exceed three (3) working days (within 180 miles of the Town of Ocean Ridge) and five (5) working days (more than 180 miles of the Town of Ocean Ridge) for each event of a death in the employee's immediate family, or a maximum of two (2) working days in the event of the death of any other relative other than an immediate family member.

Such leave shall be paid by the Town and not deducted from the employee's accumulated personal absence leave and shall not be in addition to such personal absence leave. Part time employees' paid leave will be based on their routine workweek schedule. Immediate family, for the purposes of bereavement leave, shall be defined to include the employee's spouse, children, parents, siblings, grandparents, and spouse's parents, spouse's children, spouse's grandchildren, and spouse's siblings.

Domestic Violence Leave

Under Florida law, as of July 1, 2007, Florida employers with a staff of over 50 must provide employees with up to three (3) days of leave in a twelve-month period if the employee or a family or household member is a victim of domestic violence. Although the Town of Ocean Ridge is not obligated to provide this leave under law, the Town provides domestic leave as described below.

The Town will provide leave for the following specific activities:

- Seeking an injunction for protection against domestic violence or repeat violence, dating violence, or sexual violence; and
- Obtaining medical care or mental health counseling or both for the employee or a family or household member to address injuries resulting from domestic violence; and
- Obtaining services from victim's services organizations such as a domestic violence shelter or rape crisis center; and

- Making the employee's home secure from the perpetrator of domestic violence or finding a new home to escape the perpetrator; and
- Seeking legal assistance to address issues arising from domestic violence or attending or preparing for court related proceedings arising from the act of domestic violence.

Except in cases of imminent danger to the health or safety of an employee, or to the health or safety of a family or household member, an employee seeking leave from work under this section must provide the Town advanced notice of the leave.

The employee is required to use personal absence leave when taking domestic violence leave. In the event that the employee does not have sufficient leave hours to cover the event, the leave will be unpaid. The employer must keep all information relating to the leave confidential and exempt from disclosure. This documentation will be maintained in the Town Manager's office and kept separate from the employee's official personnel file. Employees who legitimately take domestic violence leave in accordance with this policy will not be subject to disciplinary action.

Jury Duty and Court Appearances

Any employee who is required to be absent from work to perform jury duty shall be granted leave with no loss of pay. Employees on duty will be compensated by payment of an amount equal to the difference between their jury duty pay and their regular salary. Employees may pay to the town an amount equal to the jury duty pay and continue to receive their regular pay. An employee on jury duty is expected to report to work any day he or he is excused from jury duty. If the jury duty does not require absence for the entire workday, the employee shall return to work immediately upon release by the court. The Town will not reimburse the employee for meals, lodging, and travel expenses while serving as a juror.

Any employee who is required to be absent from work to perform jury duty shall be granted leave with no loss of pay. Employees on duty will be compensated by payment of an amount equal to the difference between their jury duty pay and their regular salary. Employees may pay to the town an amount equal to the jury duty pay and continue to receive their regular pay. An employee on jury duty is expected to report to work any day he or he is excused from jury duty. If the jury duty does not require absence for the entire workday, the employee shall return to work immediately upon release by the court. The Town will not reimburse the employee for meals, lodging, and travel expenses while serving as a juror.

Military Leave

The Town of Ocean Ridge complies with all applicable federal and state law regarding military leave and reemployment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment

Rights Act (USERRA), and applicable state laws. USERRA affords certain rights and benefits to employees who volunteer or are called to serve in the armed forces of the United States. In addition, state law accords employees certain leave rights to attend military reserve or National Guard duty or perform other military service. USERRA and state law also prohibit discrimination or reprisals against any employee who takes such military leave under these purposes.

A. Federal Active Duty of At Least 90 Days

Town employees who are also servicemembers in the National Guard or a reserve component of the Armed Forces of the United States shall be granted a leave of absence with full pay for the first thirty (30) days for active federal military service that is equal to or greater than 90 consecutive days..

The Town **[DOES OR DOES NOT]** supplement the military pay of its officials and employees who are reservists called to active military service after the first thirty (30) days in an amount necessary to bring their total salary, inclusive of their base military pay, to the level earned at the time they were called to active military duty not to exceed **[HOW MANY]** days. [IF TOWN DOES NOT SUPPLEMENT: Employees whose military pay, inclusive of all supplements and incentives, is less than the base pay for Town employment, the employee may voluntarily elect to use a portion of vacation leave time to supplement the military pay not to exceed 100% of the employee's regular pay. The Town shall continue to provide all health insurance and other existing benefits to such officials and employees as required by the Uniformed Services Employment and Reemployment Rights Act.

*B. **Military** Leave for Reserve or Guard Training:*

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 training, whether active or inactive duty, are entitled to paid leave not to exceed 240 hours. During the period of paid leave, employees shall continue to accrue leave and will not affect their seniority. Leave for additional or longer periods of time for assignment to duty functions of a military character are unpaid but shall not affect seniority. Employees may choose to use their accrued paid leave to cover any additional period beyond 240 hours.

If not requested by the employee or approved by the appropriate supervisor as vacation or personal absence leave, such absences in excess of 240 working hours shall be approved as leave without pay.

The Town will grant the 240 hours of paid Reserve or Guard Training leave to employees, up to 240 working hours in any one fiscal year (Oct 1 - Sept 30), upon request.

Employees may use this leave intermittently if needed (for example, an employee is being called to active duty for training for four months) and uses a few hours of Reserve Guard Training leave each workweek to ensure continued benefits, etc.

C. Request for Military Leave:

An employee who is issued orders by a competent military authority shall provide prior notice to their supervisor as soon as reasonably possible after receiving such orders unless precluded by military necessity. If feasible, this notice should be in writing and accompanied by any military orders that the employee has received. Upon such notification, the Town shall release the employee from work for the duration of the military leave. It is recognized that an employee may not receive written orders for recurring inactive training (drills) or annual training. However, the employee should provide a copy of orders, the annual drill schedule, or other type of documentation to the Supervisor as soon as available and, if possible, and before the commencement of military duty, if possible.

For periods of military leave in excess of thirty (30) days, the Town may request appropriate documentation, which can be used to establish the employee's basic eligibility for protection under Federal and State law.



D. Return from Military Leave:

An employee is eligible for reemployment rights if he/she meets the following criteria:

- i) The employee must hold a position that has a reasonable expectation of continuation indefinitely or for a significant period.
- ii) The employee must give notice to the Town that he/she is leaving for military leave as proved in "C" above (unless such notice is precluded by military necessity or security concerns).
- iii) The employee must be released from service under "honorable conditions."
- iv) The employee must report back to work as defined below:
 - For a period of military service of up to thirty (30) consecutive days, the employee must report back to work for the first full regularly scheduled work period on the day following the completion of the period of military service; his or her safe transportation home and a break of at least eight (8) hours; and
 - For a period of military service of thirty-one (31) to one hundred eighty (180) consecutive days, the employee is to submit to the employer an oral or written application for reemployment no later than fourteen (14) days after the completion of the period of military service; and

- For a period of military service of one hundred eighty-one (181) days or more, the employee must submit an application for reemployment not later than ninety (90) days after completion of the period of service.

An employee who does not comply with the return-to-work requirements may forfeit his/her reemployment rights pursuant to Federal law and the Town's established policies and procedures on returning from a leave of absence. (Pursuant to USERRA these rules may be extended under certain conditions to accommodate an employee convalescing from a service-connected injury or illness).

When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law.

However, USERRA and applicable state law specifically state that an employer is not required to reemploy a person in certain situations, including if the employer's circumstances have changed as to make such reemployment impossible or unreasonable.

E. Compensation and Benefits upon Reinstatement:

Upon reinstatement, the employee shall be returned to Town employment as follows:

- i) Military service of less than ninety-one (91) days – to the position the employee would have held had he or she remained continuously employed, so long as the person is qualified or can become qualified after reasonable efforts by the Town; or if the employee cannot become qualified, in the position the employee was employed on the date of the commencement of the military leave.
- ii) Military service of ninety-one (91) or more consecutive days – the same as above or a position of like seniority, status and pay so long as the employee is qualified; or if the employee cannot become qualified, in the position the employee was employed on the date of the commencement of the military service or a position which nearly approximates that position.

The employee's seniority as well as any benefits based on length of service (e.g. longevity, vacation accrual, etc.) will accrue as if he/she had been on the job working during the period(s) of military service.

Upon the employee's return to work, the Town will reinstate the employee's health care coverage immediately with no waiting periods and no conditions. All other benefits as provided by the Town's policies will be reinstated upon reemployment.

The employee, pursuant to USERRA, will have a period of time to make up "missed" contributions per Florida Retirement System guidelines. Under USERRA, that period must be

equal to at least three times the period of the employee's uniformed service except that such repayment may not exceed five (5) years.

F. Limitations:

Military leave, paid or unpaid, shall not exceed five (5) years throughout the employee's service with the Town.

A member of the National Guard who returns to work after serving on state active duty may not be discharged from such employment for a period of 1 year after the date the member returns to work, except for cause.

Personal Absence (a/k/a Sick Leave)

Regular full-time Regular full-time employees are eligible for personal absence (PA) leave pursuant to the terms of the Town policy. Personal Absence leave can be used for a variety of reasons which would include, but are not limited to the following:

- Employee Illness; and
- Taking care of illness in the immediate family; and
- Medical/Dental appointments; and
- Miscellaneous other appointments (i.e. Parent-Teacher conferences, etc.).

Town policy states that full-time employees shall accrue personal absence leave at the rate of 3.69 hours per pay period totaling 96 hours per year. Regular part-time employees shall also be eligible for PA leave, adjusted on a pro-rated basis of 1.845 hours per pay period totaling 48 hours per year.

During PA leave, employees shall receive compensation at their regular rate of pay.

In order to be eligible for PA leave pay, an employee must do the following:

1. Report promptly to their supervisor the reason for their absence; and
2. Keep their supervisor informed of their condition if the absence is of more than three (3) day duration; and
3. Submit a written statement from the attending physician for any absence exceeding three (3) or more days.
4. Except for unexpected illnesses, an employee must provide their supervisor with 2 days' notice if they plan on being absent for any length of time.

Employees may not use Personal Absence/Sick Leave in lieu of vacation time.

Claiming Personal Absence except as defined in this section, may be cause for disciplinary action, including transfer, suspension, demotion, or dismissal.

Except as provided otherwise in this section, employees voluntarily terminating employment, after completing at least 6 months of employment, shall be entitled to reimbursement of 25% of the hours of unused PA leave at the rate of pay which is in effect at the time of termination, up to a maximum of 160 hours of pay. Employees terminated by a Supervisor are not eligible for the payout upon termination. Upon an employee's normal retirement, the employee shall be entitled to reimbursement for 50% of the hours of unused PA leave at the rate of pay which is in effect at the time of normal retirement up to a maximum of 800 hours of pay. Normal retirement is defined for this section as an employee that reaches the required age and service requirements for the Florida Retirement System, or if the employee is not in the Florida Retirement System, the employee's retirement system, and elects to retire from employment from the Town.

Pregnancy Related Absences

The Town will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be made and evaluated in accordance with the federal Pregnant Workers Fairness Act and coordinated using Personal Absence (PA) leave and short-term disability policies as needed and outlined in this handbook.

Requests for time off associated with pregnancy and/or childbirth (apart from medical disabilities associated with these conditions) will be processed in accordance with applicable federal law.

Unpaid Leave of Absence

Unpaid leave of absence is a leave of absence for any reason other than bereavement, vacation, personal appointments, or any other specific leave as outlined in this handbook. Before an unpaid leave of absence may be approved, the employee must have exhausted their accrued vacation, comp time, and personal absence leave (if leave is not associated with short-term disability, long-term disability, or workers' compensation claims).

It is the policy of the Town of Ocean Ridge that an appointing authority may grant an unpaid leave of absence to a full-time regular employee not to exceed ten (10) working days after all other leave (vacation and PA) has been exhausted. If it is in the interest of the Town, the Town Manager may approve an application for an unpaid leave of absence for a period not to exceed thirty (30) days and the Commission may approve an application for an unpaid leave of absence for a period not to exceed ninety (90) days. Upon the expiration of an approved unpaid leave of absence, the employee shall be reinstated in the same or equivalent position held at the time the leave was granted. Failure of the employee to promptly report to work at the expiration of the leave may be cause for dismissal.

Accruals for Vacation Time, Holiday Compensatory Time, and Personal Absence Leave shall accrue while an employee is out of work on unpaid leave of absence. However, after thirty (30) days of unpaid leave of absence, such accruals shall be held in abeyance and shall not be credited to the employee’s leave banks until sixty (60) calendar days after their return to work.

Vacation Leave

Regular full-time employees are eligible for annual paid vacation leave as provided by Town policy. Where such special circumstances require an exception for additional hours, the Town Manager must give prior approval. Part-time employees are not eligible for annual paid leave and do not accrue leave.

Town policy allows paid vacation to be accrued in the following schedule for all full-time employees:

Years of Service	Annual Hours Earned	Hours Earned Per Pay Period
0-5	86	3.30
5-10	126	4.84
10+	166	6.38

A maximum of forty-five (45) hours combined vacation and/or holiday compensatory time can be taken as pay each fiscal year for all full-time employees.

Vacation time shall not be used in advance of the month in which it shall accrue. Accruals of Vacation Time plus Holiday Compensatory Time hours shall not exceed two hundred ten (210) hours at any time. Full-time employees are responsible for reviewing their own accruals on the pay statement, ensuring no loss of accrued time occurs once the maximum accrual is reached. PBA members shall donate three (3) vacation hours to the PBA time pool as outlined in the PBA contract.

Full-time employees who have worked for the Town for at least six (6) months, at separation of service, are paid for any credited unused vacation but not to exceed the maximum amount established by Town policy. If an employee is terminated by a Supervisor at any time, he/she shall not be eligible for a payout.

Vacation leave is typically used for the purpose of going on vacation; however, it may also be used for personal business. In unusual or unavoidable situations, your supervisor may require you to take a portion of your vacation leave at a specified time. Vacation leave requests must be pre-approved by your supervisor. A minimum of two (2) days’ notice must be provided to allow sufficient time to make sure the vacation will not adversely affect the daily functions of the Town. Abuse of the pre-approval policy may result in loss of pay or disciplinary action. Unforeseen circumstances may be considered.

Part-time employees may request and utilize Leave Without Pay (LWOP). The total number of LWOP hours a part-time employee is eligible to use shall not exceed 43 hours in any given year. A minimum of two (2) days' notice must be provided to allow sufficient time to make sure the vacation will not adversely affect the daily functions of the Town. Abuse of the pre-approval policy may result in denial of vacation leave or disciplinary action. Unforeseen circumstances may be considered.

Donated Leave Time

Donations of accumulated Personal Leave time and/or Vacation time by an employee can be made to any Town employee who has exhausted his or her own Personal Leave time and Vacation time, up to a maximum of forty (40) hours annually. The deduction from the donating employee shall be calculated at the next pay period on an hour-for-hour basis. All relevant payroll deductions will be withheld when donated hours are used

Section 6 – Employment Records and Responsibilities

Access to Employee Files

The Town maintains a personnel file on each employee. The file includes such information as employee's job application, resume, tax withholding forms, records of training, documentation of performance appraisals, salary increases, and other employment records.

Under Chapter 119, Florida Statute, these files are public records available for public inspection. However, medical information contained in the employee file is exempt from the public disclosure law and may not be released without a court order or the employee's written permission. The law also prohibits disclosure of home address, photograph, telephone number, etc. of a sworn law enforcement officer, their spouse and children, regardless of the officer's current employment status. Anyone who wishes to review their file should contact the Human Resources Administrator.

Employment Applications

The Town relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Town's exclusion of the individual from further consideration for employment, or if the person has been hired, termination of employment.

Job Descriptions

The Town has prepared job descriptions that list the essential duties and responsibilities for each Town position. A job description is not intended to be an all-encompassing list of all the duties and responsibilities of a position and may be amended from time to time by the Town. Employees should

become familiar with the job requirements as outlined in their job descriptions. These job descriptions can be found in the office of the Human Resources Administrator.

Personal Data Changes

It is the responsibility of each employee to promptly notify the Town of any changes in personal data. Personal physical and mailing addresses, telephone numbers, individuals to be contacted in the event of an emergency, additional educational accomplishments, and other such status reports should be accurate and current at all times. If any personal data has changed, please notify the Human Resources Administrator.

Section 7 – Wages, Discipline and Discharge

Wages and Performance Evaluations

Salary Ranges are adopted by the Town Commission to establish the starting salary of new hires and to determine the top out wage for each position. The wages of new hires must be approved by the Town Manager prior to an offer of employment being issued. Annual wage increases for employees are established by the Town Commission through the annual budget process and/or union contracts.

All employees shall be evaluated on their anniversary date. Employees may receive a merit increase on their anniversary date based on the score received on the evaluation, up to the amount budgeted by the Town Commission or as approved through a union contract. Employees who are topped out shall not be eligible for the merit increase resulting from the evaluation. However, employees who have reached the salary cap for their position may receive a 2% added to base salary if they receive a successful evaluation.

Corrective Action

Although employment with the Town of Ocean Ridge is on an at-will basis, it is our practice to attempt to correct problems or improve job performance by applying a consistent approach of counseling and warning procedures. Any corrective action or counseling should be fully documented. Certain acts of misconduct may require more direct disciplinary action.

Employee Conduct

Employees are expected to report to work as scheduled, and to carry out their duties and responsibilities to the best of their ability, in a professional manner at all times. Any employee whose conduct or performance is found to constitute misconduct, incompetence or otherwise be in violation of Town policy, rules or procedures will be subject to disciplinary action. Disciplinary action taken against an employee may range from a reprimand to discharge based on the nature of the disciplinary violation and/or the employee's employment record with the Town. Any cases of

disciplinary action which affect an employee's pay must be approved by the Town Manager prior to the action being taken. Police officers are covered by the Police Officers' Bill of Rights under Florida Statute 112 and the investigative procedures outlined therein.

To ensure orderly operations and provide the best possible work environment, the Town expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. It is not possible to list all the forms of behavior considered unacceptable.

in the workplace. The following are examples of infractions of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records, travel expense reports or other work-related records
- Possession, distribution, sale, transfer, use, or being under the influence of alcohol or illegal drugs in the workplace, while on duty, or while operating Town-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment and/or discrimination
- Excessive absenteeism or absence without notice
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Knowingly providing false or incomplete information
- Unauthorized possession of weapons in the workplace or workplace violence

Progressive Form of Disciplinary Action

The goals of progressive discipline are to: inform the employee of inadequacies in performance or instances of improper behavior; clarify what constitutes satisfactory performance or behavior; instruct the employee on what action must be taken to correct the performance or behavior problem; and inform the employee of what action will be taken in the future if the expectations are not met.

Action to correct or reprimand may be in verbal or written form and/or suspension without pay. Original copies of disciplinary documentation will be stored in the employee's file in the Human Resources Administrator's office. A copy should be retained by the supervisor and a copy must be given to the employee. This guide represents a progressive form of disciplinary action. However, the use of the progressive form of disciplinary action is entirely within the supervisor's discretion and nothing herein shall be deemed to prevent a supervisor from implementing any form of discipline, including termination, he or she deems suitable and appropriate in the circumstances and irrespective of whether any or none of the steps set forth below have previously been taken. Nothing

contained herein shall be deemed to provide an employee a right to have these procedures applied to him or her and the Town may, when it deems it desirable and appropriate, in its sole discretion, impose any type of discipline, including termination, without the application of the progressive discipline provisions.

When the progressive form of disciplinary action is utilized, the following guidelines are outlined:

1. Verbal Counseling - The verbal counseling session should be conducted in private by the employee's supervisor and should consist of a discussion of the specific problem areas and the expected results. A written record of 35 counseling sessions should be made and signed by both the employee and the supervisor. This document remains with the Supervisor and the employee and is not included in the personnel file unless it proceeds to a written reprimand at a later date.
2. Written Reprimand - If counseling does not produce the desired results or if infractions continue after the supervisor has discussed them with the employee, the employee should be issued a formal written reprimand. The written reprimand must be signed by the supervisor and the affected employee. A copy should be given to the employee and the original must be forwarded to the Human Resources Administrator to file in the personnel file.

Verbal and written reprimands should be documented. The purpose of the documentation is to:

- a. eliminate misunderstandings between the supervisor and the employee; and
- b. ensure that the employee is given notice of unacceptable conduct in time to permit improvement; and
- c. ensure that documentation is available to justify the action taken in the event of alleged discrimination charges.

The documentation should state the specific corrective action the employee must take and advise the employee that termination can be expected if the performance problem is not corrected.

3. Suspension - Supervisors have the authority to temporarily remove employees from the workplace if approved in advance by the Town Manager. An exempt employee may not be suspended without pay for less than a full week unless discipline is for violation of a safety rule of major significance.

Failure to improve performance or behavior after the written warning or suspension can result in termination.

Resignations and Terminations

A voluntary separation from Town employment is generally considered a resignation and is initiated by the employee. An employee should submit his or her resignation in writing to their supervisor at least two weeks prior to their last day of work. If an employee resigns, it is at the discretion of the

supervisor if they remain on the premises up to the amount of notice that they have provided. An employee who provides the required notice shall receive his or her final paycheck on the payroll on or immediately following their last day of work provided all Town property has been returned in serviceable condition. Vacation leave earned but unused shall be paid in the employee's final paycheck in accordance with Town Policy (see page 29). Additionally, 25% of accumulated personal absence time up to 160 hours shall also be paid in the employee's final paycheck, for employees who have worked six (6) or more months in the Town or were hired prior to 5/7/91 in which case they are not subject to the 160 hours maximum accumulated personal absence time. An employee may be involuntarily separated from town employment by the Town Manager for a number of reasons including but not limited to discharge for cause, failure to report to work, failure to obtain or maintain the qualifications for their position, poor performance, lack of work, and other appropriate reasons.

Involuntary termination may be initiated for a variety of reasons. Those reasons include, but are not limited to:

1. Discovering during the probationary period that an employee is not capable of performing the job for which he/she was hired, the employee is otherwise unsatisfactory in performance of his/her duties, or for any other reason during the probationary period. This action is originated by a supervisor and may be initiated with or without cause.
2. Conclusion of a temporary assignment.
3. Incapacity or inability to perform the "essential job functions" for which the employee was hired, with or without reasonable accommodations.
4. For cause or for violation of work rules, including but not limited to:
 - Violation of Town policy
 - Dereliction of duty
 - Failure to report any criminal conviction.
 - Flagrant or continued failure to obey work rules and regulations, as set forth herein or as may be set forth in writing by Town Manager.
 - Inability to work with others.
 - Dishonesty in the execution of job duties or dishonesty when participating in an administrative investigation.
 - For any other employee conduct which is detrimental or prejudicial to the best interests of the Town government.
 - For misuse of Town funds.

Employees involuntarily terminated are not eligible to receive vacation or personal leave payouts.

Return of Property

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. All Town property must be returned by employees on or before their last day of work.

Tardiness and Excessive Absenteeism

Employees are required to be at work at the established starting time. Employees with absences or tardiness instances that are deemed inappropriate or excessive by the supervisor should be counseled by the supervisor and may include disciplinary action for the employee. Counseling and disciplinary action should be documented. Excessive absenteeism or tardiness are grounds for corrective action, including dismissal.

Termination due to Medical Reasons

Once short-term disability (STD) is depleted after six (6) months, Town benefits will cease, the position will no longer be held open, and the employee will be terminated. However, COBRA will be offered to eligible employees for COBRA eligible medical benefits.

SECTION 8 – EMPLOYEE ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Town of Ocean Ridge Employee Handbook (Revised May 2024). I agree to read it thoroughly, including the statements in the Welcome describing the purpose and effect of the Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from the Supervisor. I understand that this Handbook states policies and procedures that are in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with the Town of Ocean Ridge for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time. Moreover, I have read, understand, and agree to comply with the provisions of the Educational Reimbursement policy. I also understand that if I voluntarily or involuntarily separate from the employment with the Town within two (2) years after completion of such educational course(s), I will reimburse the Town for all Town funds invested in such educational course(s). Accordingly, I will be required to reimburse the educational course expense in full prior to my last date of employment, or through such other collection means as the Town deems appropriate.

As such, I hereby give the Town an express lien on all salaries, wages and other sums payable to me by the Town for the purpose of securing the payment of any amount which may become due from me under the Education Reimbursement policy. I hereby authorize the Town to deduct said amount from any sums payable to me for salaries, wages, expense reimbursement or otherwise. Moreover, I specifically authorize the Town to retain sums payable to me in the form of salaries, wages and other sums on or before issuance of my final paycheck, subject to any restrictions under Federal and State wage and hour laws.

Please sign and date below to signify receipt of the Employee Handbook and return it to your supervisor.

Date: _____

Signature: _____

Print Name: _____

ATTACHMENT 1 – COMPUTER USAGE POLICY

EFFECTIVE DATE: May 1, 2008

I. PURPOSE

The purpose of this directive is to establish a policy for the care and use of Town of Ocean Ridge computers and all associated hardware/software.

II. POLICY

It is the intent of the Town of Ocean Ridge to use computer systems and related software in accordance with all contractual obligations and federal copyright laws. Access to Town computers, software and the records management system (RMS) is restricted to authorized employees only. Employees shall not allow unauthorized persons access to Town of Ocean Ridge computer equipment or software.

III. DEFINITIONS

A. Hardware: The physical components or pieces of a Laptop/Desktop computer. The machinery and any issued peripheral devices attached to the computer are controlled by its processor.

B. Software: Programs running on a computer that tell the computer what to do. Software includes both source code written by humans and executable machine code. Operating system software controls the execution of other programs.

C. High Priority Calls: Calls that pose a serious risk to the safety and well-being of employees and/or civilians. This also includes any calls that elicit a Code 3 response.

D. Electronic Mail (Email): Electronic correspondence composed and/or sent using municipal electronic mail applications to recipients internal to the Town or to outside recipients using Town gateways for delivery via the Internet. For purposes of this Directive, transmitting an email message includes sending, replying to, or forwarding any portion of an email message created or received to another party via the Town email system including Town email relayed to and from the Town server via an Internet Service Provider (ISP).

E. Internet: A collection of computer networks that spans the globe, connecting government, military, educational and commercial institutions, as well as private citizens to a wide range of computer services, resources, and information. A set of network conventions and common tools are employed to give the appearance of a single large network, even though the computers that are linked together use many different hardware and software platforms.

F. Computer System: A combination of hardware and software (compiled and maintained by the Town's computer technician) that are made available for the exclusive use of Town of Ocean Ridge employees as a tool to facilitate the work-related tasks.

IV. REGULATIONS

A. While on duty, computers shall be used in a professional manner and should be used in conjunction with an employee's official duties.

B. The Town may assign an employee a computer suitable for that employee's assignment. The Town will determine which peripheral devices and/or accessories will be necessary for the employee based on the task. When a computer system is assigned to an employee, the employee is responsible for the proper handling and care of the computer system.

C. Town-owned computers and associated equipment shall not be serviced by anyone other than the Town's computer technician. The case that encloses the hardware shall not be opened or entered by anyone other than an authorized technician.

D. Any damage or loss shall be immediately reported in accordance with Town policy. Further, the applicable supervisor will complete a report outlining the extent and cause of the damaged or lost hardware.

E. All computer systems are the property of the Town of Ocean Ridge and are subject to inspection at any time. Private, non-business-related information should not be stored on the hard drive of any Town of Ocean Ridge computer.

Employees should take note that there is no expectation of privacy regarding information stored on a hard drive or file servers. Files stored on the computer's hard drive are not to be password protected beyond those established by the Town. If during inspection a password protected file is discovered the employee shall immediately provide the password to the official inspecting the computer.

Failure to do so may result in formal disciplinary action.

F. Employees are not permitted to attach any hardware to a computer unless specifically authorized by the Town's computer technician.

G. At no time is an employee to connect a computer to the Internet, World Wide Web, or any other computer network unless authorized by the Town's computer technician. If permission is granted to access any of the above, an antivirus program shall be installed first and employed during said use.

H. At no time shall a computer game be installed on any Town of Ocean Ridge computer. The traditional games that are a part of the operating system shall not be accessed while the employee is on duty. The Town's computer technician will remove such games should compatibility issues arise between above mentioned games and Town of Ocean Ridge software.

I. The Town's computer technician shall ensure that all computer-related equipment is functioning properly at all times and that data on all file servers that service the Town are backed up on a regular basis.

J. Computers and related equipment that are deemed vital to the Town's proper operation shall be connected to an Uninterruptible Power Supply (UPS) as well as the emergency generator.

K. Employees that experience problems operating a computer or related device shall request the assistance of the Town's computer technician.

L. Employees shall not install any software onto any computer unless authorized by the Town's computer technician. In the event that an employee wishes to have business-related software installed, the employee must make this request in writing and provide justification. This request shall be routed through the employee's chain of command to the Town's computer technician. If the request is authorized, the employee must provide the original software to the Town's computer technician along with the original user license. The Town's computer technician shall inspect the above items to ensure that there will be no violation if the software is installed. A copy of the original license shall be secured and held by the Town and the original returned to the employee. The Town's computer technician shall then check the software for compatibility issues as well as scanning the

software for viruses. Once this is completed the Town's computer technician shall be responsible for installation.

V. EMAIL POLICY

Scope

This policy provides guidelines for the management and usage of electronic mail (email) messages as public records within the Town of Ocean Ridge. This policy applies to all Town of Ocean Ridge personnel with access to the email system including all offices, divisions, bureaus, advisory bodies, and contract agents of the Town in the conduct of their official duties as prescribed by law.

This policy does not provide specific procedures for system back-ups or "archiving" of inactive email. The Record Manager Liaison Officer (RMLO) or an appointed representative will be responsible for retention of emails according to Town of Ocean Ridges policy, and the State of Florida records retention laws.

Purposes

The purposes of this policy are to:

- A. Ensure that Town of Ocean Ridge employees comply with Florida's Public Records Law, F.S.S. Chapter 119, when using the Town's email system; and
- B. Ensure that Town of Ocean Ridge employees properly manage and retain email as public records in accordance with applicable records management statutes and rules; and
- C. Ensure proper usage of the Town of Ocean Ridge email system and that all employees understand the types of email usage that are considered inappropriate and violation of this policy.

Authority

- A. Chapters 119, 257, and 282, Florida Statutes; and
- B. Rules 1B-24 and 60DD-2, Florida Administrative Code.

Email as a Public Record

- A. Email which is created or received by a Town of Ocean Ridge employee in connection with the transaction of official business is considered a public record and is subject to inspection and/or copying in accordance with Chapter 119, Florida Statutes, and is subject to applicable state retention laws and regulations, unless expressly exempted by law.
- B. Emails created or received for personal use are not generally considered public records, and do not fall within the definition of public records by virtue of their placement on a government-owned computer system. However, if the Town of Ocean Ridge discovers misuse of the email system,

personal emails that are identified as being in violation of Town policy may become public record as part of an investigation.

C. The Florida Statutes contain numerous specific exemptions to the access and inspection requirements of Public Records Law. Employees are responsible for ensuring that electronic public records which are exempt from access or inspection by statute are properly safeguarded.

Use of Email System

A. The Town of Ocean Ridge's email system is to be used to conduct official Town business and is not to be used for any other purpose unless expressly approved by authorized Town officials. Email may be used to communicate with Town staff and with other public and private entities to conduct official Town business.

B. Incidental, personal use of email system is permitted; however, the personal use must be done while the employee is not on-the-clock, must be brief, must not interfere with the employee's work or the work of others, must not subject the Town to any additional cost, and must not be prohibited by this policy or any federal, state or local law, statute, ordinance, rule or regulation.

C. All messages sent on the email system are attributable solely to the individual users of the email system. No email or other electronic communication may be sent which hides the identity of the sender or represents the sender as someone else. All messages communicated on the Town email system should contain the sending employee's name.

Prohibited Uses of Email

The Town of Ocean Ridge's email system shall not be used for any unauthorized purpose including, but not limited to:

A. Sending solicitations including, but not limited to, advertising the sale of goods or services or other commercial activities, which have not been approved by the Town.

B. Sending copies of documents in violation of copyright laws or licensing agreements.

D. Sending information or material prohibited or restricted by government security laws or regulations.

C. Sending information or material which may reflect unfavorably on the Town of Ocean Ridge or adversely affect the Town's ability to carry out its mission.

D. Sending information or material which may be perceived as representing the Town of Ocean Ridge's official position on any matter when authority to disseminate such information has not been expressly granted.

E. Sending confidential or proprietary information or data to persons not authorized to receive such information, either within or outside the Town of Ocean Ridge.

F. Sending messages or requesting information or material that is fraudulent, harassing, obscene, offensive, discriminatory, lewd, sexually suggestive, sexually explicit, pornographic, intimidating, defamatory, derogatory, violent or which contains profanity or vulgarity, regardless of intent. Among those which are considered offensive include, but are not limited to, messages containing jokes, slurs, epithets, pictures, caricatures, or other material demonstrating animosity, hatred, disdain or contempt for a person or group of people because of race, color, age, national origin, gender, religious or political beliefs, marital status, disability, sexual orientation, or any other classification protected by law.

G. Sending messages or requesting information reflecting or containing chain letters or any illegal activity, including, but not limited to illegal gambling.

H. Sending or requesting information or material that proselytizes or promotes a religious or political view, cause, position or action.

No Right of Privacy

Town of Ocean Ridge employees have no expectation of privacy in any material created, stored in, received, or sent over the Town's email system. The Town of Ocean Ridge reserves and may exercise the right, at any time and without prior notice or permission, to intercept, monitor, access, search, retrieve, record, copy, inspect, review, block, delete and/or disclose any material created, stored in, received, or sent over the Town's email system for the purpose of protecting the system from unauthorized or improper use or criminal activity.

Retention Requirements for Email

A. All public records must have an approved retention schedule in place before they can be destroyed or otherwise disposed of. Retention periods are determined by the content, nature and purpose of records, and are set based on their legal, fiscal, administrative and historical values regardless of their form. Therefore, there is no single retention schedule that would apply across the board to all emails. Email, like other records, irrespective of its form, can have a variety of purposes and relate to a variety of program functions and activities. The retention period of any particular email message will generally be the same as the retention for records in any other form that document the same program function or activity.

B. Town of Ocean Ridge employees are required to relate each email which is created or received by the employee through the Town of Ocean Ridge's email system to the corresponding activity it documents, as well as to other records documenting that activity, and apply the appropriate retention period based on that activity or function. Approved retention schedules for State of Florida General Records Schedule GS1-SL for State and Local Government Agencies can be found at [General Records Schedules - Division of Library and Information Services - Florida Department of State](#)

C. It is the responsibility of each Town of Ocean Ridge employee and the Records Manager Liaison Officer (RMLO) to ensure that email and other public records in their custody are maintained for required retention period(s). Although the Town of Ocean Ridge routinely backs up its server, each back-up is maintained only briefly for disaster recovery purposes and therefore cannot be regarded as a tool for meeting public records retention requirements.

Transitory Messages

Many, though not all, emails fall under the retention schedule for “TRANSITORY MESSAGES” (General Records Schedule GS1-S for State Government Agencies, item #146). “Transitory Messages” are messages that do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt. For instance, an email message notifying employees of an upcoming meeting would only have value until the meeting has been attended or the employee receiving the message has marked the date and time in the calendar.

The informal nature of transitory messages might be compared to a telephone conversation or conversation in an office hallway. The retention requirements for Transitory Messages are “Retain until obsolete, superseded or administrative value is lost.” Therefore, emails that fall into this category can be disposed of at any time once they are no longer needed.

Managing Email

Sorting email into appropriate folders is a helpful way to manage these records and to ensure that appropriate retention requirements are identified and met. That is, just as a file cabinet is set up to house different sets of files and employees know where to file paper records in those files, email has files and folders. If no retention schedule exists for records relating to a particular activity, then one must be established and retention schedule would then apply to all documentation of that activity, regardless of form (paper, films, electronics, etc.).

Violations

Violations of this policy may result in disciplinary action, up to and including termination of employment.

VI. ANTI-VIRUS MEASURES

A. The Town’s computer technician will install anti-virus software on all Town laptop and desktop computers and network servers. Virus definitions are to be updated as required and distributed to all computers using the Town’s network.

B. Employees are to ensure that floppy discs, jump drives, or flash card memory sticks obtained from an unknown source are scanned for viruses prior to use.

C. Employees will not open any email message from an unknown or questionable source. In the event that any such message is received, the employee should make reasonable efforts to provide this information to a Town's computer technician representative as soon as practical.

VII. INTERNET USAGE

A. Internet access is provided to facilitate the conduct of Town of Ocean Ridge business. Access to the Internet by employees may be limited at the sole discretion of the Town, which includes the use of filtering software to bar access to certain Internet addresses. The downloading and installation of software programs onto a computer or onto the Town's network must be approved in advance by the Town's computer technician.

B. Incidental, personal use of the internet is permitted; however, the personal use must be brief, must not interfere with the employee's work or the work of others, must not subject the Town to any additional cost, and must not be prohibited by this policy or any federal, state or local law, statute, ordinance, rule or regulation.

C. The following activities on the Internet are specifically prohibited while on duty:

- (1) Using the Internet for personal gain or for commercial activity unrelated to the Town of Ocean Ridge; and
- (2) Sending privileged information or police restricted information to unauthorized persons; and
- (3) Accessing sites which contain threatening, intimidating, hostile, offensive, pornographic, or discriminatory material unless such access is necessary to the performance of an employee's official duties;
- (4) Copying or otherwise converting protected electronic information in violation of copyright or trademark laws.

VIII. VEHICLE COMPUTER PROCEDURES (Police Personnel Only)

A. Before going in service, all Police Department employees utilizing patrol laptops will log in and remain logged in at all times during their shift.

B. Any problem that results in an employee being unable to log in shall be immediately reported to their supervisor, who will ensure that the Town's computer technician is made aware of the issue. If a representative of the Town's computer technician is not on-duty, supervisors will use their judgment to determine whether immediate notification is necessary.

C. Laptops unable to connect will be turned over to Technical Services for repair. If the Town's computer technician is not on-duty, notification will be made via memo.

D. Police Department employees may utilize the patrol laptops for access to the Town's email system in accordance with the Email section of this policy.

IX. CARE AND HANDLING

A. Employees assigned computers are responsible for the reasonable care and maintenance of the same. All computer systems shall be kept secured at all times. With the exception of computers installed by the Police Department for patrol use, computer systems are not to be stored in Town assigned or privately owned vehicles other than for purposes of transport to and from work. Loss or damage resulting from negligence and/or abuse may result in the employee reimbursing the Town for the cost of the repair or replacement of the equipment as well as disciplinary action.

B. Laptop computers will be stored and transported in the Town's issued case. In the event an employee wishes to use an alternative to the issued case, permission must first be obtained from the Town's computer technician.

ATTACHMENT 2 - GRIEVANCE POLICY AND PROCEDURE

This policy describes the grievance policy and procedures for non-union employees. Refer to the current PBA contract for specifics for union employees.

The purpose of this policy is to establish guidelines and procedures to equitably and promptly resolve complaints concerning any and all grievable issues, such as but not limited to sexual harassment and any form of discrimination.

Disciplinary actions, demotions and terminations are not grievable. The procedure may be used by any Town employee (other than the Town Manager). The Town, in keeping with a policy of maintaining satisfactory and efficient working conditions, shall provide a means to ensure a systematic and fair review of employee complaints and grievances. The Town is committed to allow employees to seek resolutions of their concerns and problems through a formal written procedure after informal attempts have proven unsatisfactory. This grievance procedure is designed around the philosophical commitment that all problems be resolved at the lowest possible level and in an equitable and efficient manner.

Procedures

Grievances shall be filed promptly after the complaints of events occur. The grievance must be presented to the employee's supervisor within fifteen (15) calendar days from the occurrence of the action complained of in order to be considered. For all steps of the grievance procedure, the time limits for filing may be extended in cases in which it can be shown that circumstances beyond control prevented the filing within the time limits.

To be considered, the procedural steps listed below must be followed after the action complained of has occurred.

1. Oral Presentation

All grievances may be initially presented orally to the aggrieved employee's immediate supervisor. If the grievance is directed at the supervisor, the employee may present the oral grievance to the Town Manager. The supervisor should make every effort to resolve employee concerns as they arise. Efforts on the part of the supervisor may include explanations, discussion, or counseling. The supervisor may make reasonable adjustments within his or her authority level. Every effort should be made to resolve the matter to the mutual satisfaction of both employee and supervisor. Should this informal first step be considered unsatisfactory, the aggrieved employee shall have the right to then file a formal written grievance as set out below.

2. Written Presentation

If the oral presentation as provided for in the first step fails to resolve the matter, the employee shall have the right within ten (10) calendar days after the discussion with the immediate supervisor, to file a formal written grievance with the Town Manager. If the grievance is against the Town Manager, then the employee should file the formal grievance with the Mayor to mediate it with a recommendation to the Commission.

The time limit for filing may be extended in cases in which the employee can show that circumstances beyond his/her control prevented the filing of a written grievance or complaint.

In presenting the written grievance, the following information must be stated with reasonable clearness: the nature of the matter, the exact date (or if uncertain, the approximate date), the identity of the employee who claims to be harmed, the identity of the party or parties alleged to have caused the problem, any witnesses to the matter, the location where the matter/actions occurred, and the remedy which is sought.

Within fifteen (15) calendar days of receipt of the written grievance, the Town Manager (or Mayor, as the case may be) shall separately meet with the employee and the employee's immediate supervisor to discuss the matter. The grievance at this step shall be fully and thoroughly discussed by all parties involved in the effort to resolve the problem. The decision by the Town Manager/Mayor, whether reached during this discussion or afterward, shall be presented in writing to the employee within ten (10) calendar days of the meeting.

ATTACHMENT 3

Town of Ocean Ridge Drug Free Workplace Policy

The Town is committed to creating and maintaining a Drug-Free Workplace Policy pursuant to Fla. Stat. section 440.101 et seq. This Policy applies to applicants for employment and to all employees in all job classifications. The Town is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when an employee illegally uses drugs and alcohol on the job, comes to work under the influence, or possesses, distributes, or sells drugs and alcohol in the workplace. The following policy is adopted as set forth by section 440.102 of the Florida Drug-free Workplace Program:

- It is a violation of this policy for any employee to possess, sell, trade, or offer for sale or purchase illegal drugs or otherwise engage in the use of prohibited drugs on the job.
- It is a violation of this policy for anyone to report to work under the influence of prohibited drugs or alcohol.
- It is a violation of this policy for anyone to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications provided they do not interfere with workplace safety or performance.) It is a violation of this policy to unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace.
- It is a condition of employment to abide by the Drug-Free Workplace Policy.
- Violations of this policy subject all employees to disciplinary action up to and including immediate termination.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent of this policy is a drug-free workplace, while sending a clear message that the illegal use of drugs or alcohol, or reporting to work under the influence, is incompatible with employment with the Town.

1. Overview of policy

All Town employees are prohibited from:

- a. Selling any drug, including alcohol or prescription drugs, whether on or off duty, unless the employee is legally entitled to sell the substance in question under the circumstances.
- b. Possessing any alcoholic beverage or unlawful or prohibited drug while on duty or on Town premises at any time, unless attending a formal after-hours office party held by the Town in which adult alcoholic beverages may be served.

- c. Using any illegal or prohibited drug, at any time. (“Illegal drugs” includes prescription drugs prescribed for someone else or used contrary to prescribed dosages.)
- d. Using any other substance (including legal drugs, prescription drugs, alcohol, or any other substance), which runs an unnecessary risk of adversely affecting job performance. This includes use while on duty and any actual effect on job performance, which occurs or can be demonstrated. It includes the use of any substance which creates an unnecessary risk of absenteeism, tardiness, or safety hazards.

Employees taking prescribed drugs must ensure that such use does not pose an undue risk to safety or performance. If a drug is prescribed in connection with treatment of a disability, employees are urged to advise the Town Manager of the use so that workplace safety may be protected, along with considerations for accommodation, where appropriate.

2. Definitions

As used in this policy, the following definitions will apply:

CONFIRMATION TEST, CONFIRMED TEST, or “CONFIRMED DRUG TEST” -

A second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. The confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

DRUG - Alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); opiates; hallucinogens; methaqualone; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

DRUG TEST or TEST - Any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

EMPLOYEE - Full-time or part-time employee of the Town, whether probationary, regular or temporary.

EMPLOYEE ASSISTANCE PROGRAM - An established program for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.

FOLLOW-UP DRUG TESTING – Drug testing which occurs as a follow-up to an employee entering an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program. Follow-up testing must be conducted, without prior notice, on a quarterly, semi-annual, or annual basis for two years thereafter.

INITIAL DRUG TEST – A sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. All initial tests will use an immunoassay procedure or an equivalent, or will use a more accurate scientifically accepted method approved by the United States Food and Drug Administration or Agency for Health Care Administration.

JOB APPLICANT – A person who has applied for a mandatory testing position or a special risk position (i.e. - sworn law enforcement) and has been offered employment conditioned upon successfully passing a drug test and may have begun work pending the results of the drug test.

MANDATORY TESTING POSITION – A position that requires the employee to carry a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, or work with controlled substances, or a position in which a momentary lapse in attention could result in injury or death to another person.

RANDOM DRUG TESTING – Drug testing based upon a neutral selection process of those employees occupying mandatory testing or special risk positions.

REASONABLE SUSPICION DRUG TESTING - Drug testing based on a belief that an employee is using or has used drugs in violation of the Town's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, or as otherwise defined in sec. 440.102 of the Florida Statutes. Reasonable suspicion drug testing must be approved by the Town Manager or designee. Such facts and inferences may be

based upon:

- Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A report of drug use, provided by a reliable and credible source.
- Evidence that an individual has tampered with a drug test during his or her employment.
- Information that an employee has caused, contributed to, or been involved in an accident while at work.
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

If the Town tests an employee for reasonable suspicion of drug or alcohol use, a management employee will transport the employee immediately to a collection site where a sample will be taken. Such an employee may be placed on leave until the results of the drug test have been determined.

The manager(s) who observed the employee must document the employee's actions, which raised suspicion within 24 hours of the incident or before the release of the test results, whichever is earlier. A copy of this documentation shall be given to the Town Manager, and to the employee upon request, and the original documentation shall be kept confidential by the Town and shall be retained for at least one (1) year.

3. Circumstances When Testing Is Required

The Town requires employees to submit to tests for the presence of alcohol or illegal/prohibited drugs under the following circumstances:

- A. Job applicant testing.** Testing required of all job applicants for mandatory testing and special risk positions. If an applicant refuses to submit to a drug test or a positive confirmed drug test result, the applicant will not be hired. The Town may allow a job applicant to begin work pending the results of the drug test. Any applicant with positive test results will be denied employment at that time but may initiate another inquiry with the Town after six months. Any job applicant who refuses to submit to drug testing, refuses to sign a consent form releasing the Town from liability, fails to appear for testing, tampers with the test, or fails to pass the pre-employment drug test will be ineligible for hire.
- B. Reasonable-suspicion testing.** Testing based upon reasonable suspicion is required. Testing may be required after an accident. The Town will detail in writing the circumstances which form the basis for such reasonable suspicion. A copy of this document will be given to the employee upon request and the original documentation will be kept confidential and retained for one year.
- C. Follow-up testing.** If the employee in the course of employment enters an employee assistance program for drug-related problems, or an alcohol and drug rehabilitation program, the employee must submit to a drug test as a follow up to such program. Follow-up drug testing must be conducted on a quarterly, semi-annual, or annual basis for two years thereafter. Advance notice of testing shall not be given to the employee.

If an employee who is employed in a mandatory testing or special risk position enters an employee assistance program or drug rehabilitation program, the employer must assign the employee to a position other than a mandatory testing or special risk position. If a position that is not classified as mandatory testing or special risk is not available, the Town may place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated paid leave balances before leave may be ordered without pay.

- D. Routine fitness-for-duty drug testing.** Testing conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the Town's established policy or that is scheduled routinely for all members of an employment classification group.

- E. Random drug testing.** Drug testing based upon a neutral selection process of those employees occupying mandatory testing and special risk positions only. Selection for random testing will be conducted as follows:
- (1) Selection of employees for random testing will be a neutral selection process. An independent Drug Free Workplace Specialist whose selections are computer generated conducts selections.
 - (2) When an employee is selected for random testing, the employee selected will not be notified of the date or time the test is scheduled to occur.
 - (3) Employees selected for random testing must submit to the testing site within two (2) hours of notification.
- F. Post-accident.** Post-accident drug and/or alcohol testing constitutes reasonable suspicion and will be undertaken on all employees if the employee is involved in an on-the-job accident. Tests must be done as immediately or as soon as possible after the accident.

3. Drugs to be Tested

The Town will test for the following:

ALCOHOL, AMPHETAMINES, CANNABINOIDS, COCAINE, PHENCYCLIDINE (PCP), METHAQUALONE, OPIATES, BARBITURATES, METHADONE, PROPOXYPHENE, and BENZODIAZEPINES.

5. Testing Procedures

- a. All specimen collection and testing for drugs will be performed in accordance with the procedure as set forth in Section 440.102(5) of the Florida Statutes. Any positive test results that the Town later determines have been refuted will have affixed thereto the subsequent refutation. Test results are considered confidential medical records.
- b. An employee may confidentially report the legitimate use of prescription or non-prescription medications both before and after being tested to the testing laboratory and Medical Review Officer.
- c. Employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

6. Medications, Which May Alter, Or Affect the Drug Test

Some common medications may alter or affect a test result. They are listed below for your information. Due to the large number of obscure brand names and the marketing of new products, this list cannot be, and is not intended to be, all-inclusive.

Alcohol	All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).
AMPHETAMINES	Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
CANNABINOIDS	Marinol (Dronabinol, THC).
COCAINE	Cocaine HCl topical solution (Roxanne)
PHENCYCLIDINE	Not legal by prescription
OPIATES	Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
BARBITURATES	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
BENZODIAZEPINES	Tivan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
METHADONE	Dolophine, Metadose.
PROPOXYPHENE	Darvocet, Darvon N, Dolene, etc.

7. Confidentiality

All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Chapter 440, F. S., or in determining compensability under the workers' compensation or unemployment benefit laws.

The Town, laboratories, medical review officers, employee assistance programs, drug and alcohol rehabilitation programs, and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent

jurisdiction pursuant to an appeal, or unless deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

Notwithstanding the foregoing, the Town and the laboratory conducting a drug test are permitted to have access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to the Town's defense in a civil or administrative matter.

8. Refusal to Submit to a Drug Test

Employees who are required by this policy to take a test for the presence of drugs and/or alcohol will sign authorizations releasing the results of such tests to the Town. Failure to sign such an authorization will subject an employee to immediate termination. Employees who refuse to submit to a drug test shall be discharged. Job Applicants who refuse to take the test will not be hired. Further, if an injured worker refuses to submit to a test for drugs or alcohol, he or she forfeits his or her eligibility for all medical and indemnity benefits and may be terminated from employment or otherwise disciplined by the Town.

Refusal to submit (to an alcohol or drug test) means that an employee:

- Failed to appear for any test within two (2) hours of being directed to report by the Town. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator;
- Failed to remain at the testing site until the testing process is complete;
- Failed to provide a urine specimen for any drug test, or failed to provide a blood specimen for alcohol testing;
 - In the case of a directly observed or monitored collection in a drug
 - test, failed to permit the observation or monitoring of the employee's provision of a specimen.
 - Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
 - Failed or declined to take a second test that the Town or collector has directed the employee to take.
 - Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Town.
 - Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an "accident" or refusal to allow the Town access to medical records containing the results of such tests, or any attempt by an employee to block the release of such specimens or medical records.

- Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process); or
- Is reported by the MRO as having submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

9. Challenging Drug Test Results

Within five (5) working days after receipt of a positive confirmed test result from the testing laboratory, the Town will inform the employee in writing of such positive test results and the consequences of such results. The Town shall provide the employee, upon request, a copy of the test results.

Within five (5) working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the Town explaining or contesting the test results, and explaining why the result should not constitute a violation of this policy. If the employee's or job applicant's explanation or challenge is unsatisfactory to the Town, the employee will be notified by the Town in writing within fifteen (15) days of the date the challenge was received and will be subject to discipline under this policy. At that time, the employee will be provided with a copy of the confirmed positive test result and the name and address of the laboratory. Any employee or job applicant may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration.

An employee or job applicant has 180 days after receiving written notification of a positive confirmed test result to have the sample retested at his/her own expense at another licensed or certified laboratory chosen by the employee or job applicant.

All employees or job applicants must notify the laboratory of any administrative or civil action brought pursuant to Florida's Drug Free Workplace Act.

Employees are solely responsible for all costs associated with any challenge.

10. Testing Location and Medical Review Officer

Employees or job applicants will be sent for drug testing at:

MD Now Urgent Care, 1625 S Federal Hwy, Boynton Beach, FL 33435;
(561) 945-0544

The Town's Medical Review Officer is: Get this from new lab parnters

Employees may check with the HR Administrator as needed for any updated information.

11. Employee Rights

The Town will not discharge, discipline or otherwise discriminate against an employee solely because the employee voluntarily sought treatment where the employee had not previously tested positive for drug use, entered an EAP, or entered a drug or alcohol rehabilitation program.

12. Employee Assistance Program

The Town maintains an Employee Assistance Program (EAP), which provides help to employees who suffer from drug and alcohol abuse. However, it is the responsibility of each employee to seek assistance from the EAP before alcohol and drug problems lead to disciplinary actions. The employee's decision to seek prior assistance from the EAP program will not be used as the basis for disciplinary action and will not be used against the employee in a disciplinary proceeding. Once a violation of this policy occurs, subsequently using the EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action, including immediate termination. Employees may obtain the contact information for the Town's EAP provider from the Human Resources Administrator.

Employees may also consult other programs such as:

- Narcotics Anonymous Help-line: 800-662-4357
- Drug Abuse Foundation of Palm Beach County (Delray Beach location): 561-278-0000
- Palm Beach Al-Anon/Al-a-Teen Information Service: 561-882-0308
- Alcoholic Anonymous (Palm Beach County): 561-655-5700
- Comprehensive Alcoholism Rehabilitation Program: 561-844-6400

The Town does not promote or recommend any specific program or organization for treatment. Other options for treatment can be located online or through various social service organizations.

13. Consequences of Policy Violations

Any violation of this policy may result in immediate termination of employment.

Agenda: Monday, October 7, 2024
Memo: Item #16.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Kelly Avery, Town Clerk

Subject: Approval of Resolution No. 2024-14: A Resolution Of The Town Commission Of The Town Of Ocean Ridge, Florida, Appointing The Palm Beach County Canvassing Board As The Town Of Ocean Ridge Canvassing Board For The 2025 Municipal Election; And Providing For Repeal Of Conflicting Resolutions, Severability, And An Effective Date.

Mayor & Commissioners:

As you may know, the Municipal Election will be held on March 11, 2025.

As done each year, a Resolution designates the members of the Election Canvassing Board for the Town of Ocean Ridge. This year, we would like to again appoint the Palm Beach County Canvassing Board for the March 11, 2025, Municipal Election for purpose of canvassing the returns and certifying the results of the election including all absentee ballots and/or to attend the testing of the automatic tabulation equipment. This is to meet the guidelines as outlined in state law, town code, and the election agreement between the County and Town.

Staff recommends approval of Resolution 2024-14 as presented.

Suggested Motion: I move to approve Resolution 2024-14 as presented.

Respectfully,
Kelly Avery, Town Clerk

RESOLUTION NO. 2024-14

RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA, APPOINTING THE PALM BEACH COUNTY CANVASSING BOARD AS THE TOWN OF OCEAN RIDGE CANVASSING BOARD FOR THE 2025 MUNICIPAL ELECTION; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to sections 2-196 and 2-198 of the Town of Ocean Ridge Code of Ordinances, the Town’s canvassing board for the upcoming 2025 municipal election may be composed of members of the Town Commission or its designee for purpose of canvassing the returns and certifying the results of the election including all absentee ballots and/or to attend the testing of the automatic tabulation equipment; and,

WHEREAS, the Palm Beach County Supervisor of Elections has made the Palm Beach County Canvassing Board (as defined by section 102.141, Florida Statutes) available to municipalities to serve as a municipality’s canvassing board for the municipality’s 2025 election; and

WHEREAS, the Palm Beach County Canvassing Board is composed of the Palm Beach County Supervisor of Elections, a county court judge, and the chair of the Board of County Commissioners for Palm Beach County, which Canvassing Board must be utilized by the Town in the event of a county-wide election or an election which encompasses more than one municipality; and

WHEREAS, the Town of Ocean Ridge finds that the designation of the Palm Beach County Canvassing Board as the Town’s canvassing board for the 2025 municipal election is in the best interests of the Town and serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA, THAT:

Section 1. The Town Commission hereby designates all canvassing duties as defined by Florida Statutes, the Florida Administrative Code, and the Town’s Code of Ordinances to the Palm Beach County Canvassing Board for the 2025 Municipal Election.

Section 2. That all resolutions or parts of resolution in conflict herewith are repealed to the extent of such conflict.

Section 3. Should any section or provision of this Resolution or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Resolution.

Section 4. This Resolution shall become effective upon its adoption

Passed and adopted by the Town of Ocean Ridge, Florida, this ____ day of _____ 2024.

	AYE	NAY
GEOFF PUGH, Mayor	_____	_____
STEVE COZ, Vice Mayor	_____	_____
CAROLYN CASSIDY, Commission Member	_____	_____
DAVID HUTCHINS, Commission Member	_____	_____
AINAR AIJALA, JR, Commission Member	_____	_____

Mayor Pugh thereupon declared this Resolution approved and adopted by the Town Commission of the Town of Ocean Ridge, Florida.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

Agenda: Monday, October 7, 2024
Memo: Item #17.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Lynne Ladner, Town Manager

Subject: Approve FY 2024 and 2025 Audit engagement

Mayor & Commissioners:

The town previously bid for auditing services with Nowlen, Holt and Minor through Fiscal Year 2024. As we have concluded FY 24 our auditors have submitted the engagement letter which outlines their process and what they will be doing to complete the audit. They are also requesting an extension of the previously approved contract to include FY 25. The pricing for the audit completion is: FY 24 - \$25,000 and FY 25 - \$25,500.

Staff recommends that the commission accept and approve the audit engagement for FY 24 with Nowlen, Holt and Miner for FY 24 and FY 25.

Suggested Motion: I move to accept the Audit Engagement letter and Audit scope from Nowlen, Holt, and Miner for fiscal years 2024 and 2025.

Respectfully,
Lynne Ladner, Town Manager



NOWLEN, HOLT & MINER, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

WEST PALM BEACH OFFICE
NORTHBRIDGE CENTRE
515 N. FLAGLER DRIVE, SUITE 1700
POST OFFICE BOX 347
WEST PALM BEACH, FLORIDA 33402-0347
TELEPHONE (561) 659-3060
FAX (561) 835-0628
WWW.NHMCPA.COM

EVERETT B. NOWLEN (1930-1984), CPA
EDWARD T. HOLT, CPA
WILLIAM B. MINER, RETIRED
ROBERT W. HENDRIX, JR., CPA
JANET R. BARICEVICH, RETIRED, CPA
TERRY L. MORTON, JR., CPA
N. RONALD BENNETT, CVA, ABV, CFF, CPA
EDWARD T. HOLT, JR., PFS, CPA

MARK J. BYMASTER, CFE, CPA
RYAN M. SHORE, CFPI®, CPA
WILLIAM C. KISKER, CPA
NANCY V. SALIB, CPA

September 12, 2024

BELLE GLADE OFFICE
333 S.E. 2nd STREET
POST OFFICE BOX 338
BELLE GLADE, FLORIDA 33430-0338
TELEPHONE (561) 996-5612
FAX (561) 996-6248

The Honorable Mayor, Members of the Town
Commission, and Town Manager
Town of Ocean Ridge, Florida
6450 North Ocean Boulevard
Ocean Ridge, Florida 33435

We are pleased to confirm our understanding of the services we are to provide for the Town of Ocean Ridge, Florida for the year ended September 30, 2024.

We will examine the Town of Ocean Ridge, Florida's compliance with Section 218.415, Florida Statutes during the fiscal year ended September 30, 2024. The objectives of our examination are to obtain reasonable assurance and to express an opinion as to whether the Town of Ocean Ridge, Florida was in compliance with Section 218.415, Florida Statutes during the fiscal year ended September 30, 2024, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the AICPA. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Mayor and Members of the Town Commission of the Town of Ocean Ridge, Florida. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. This engagement does not constitute an audit under *Government Auditing Standards* and will not be conducted in accordance with *Government Auditing Standards*.

You understand that the report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, applicable management, and the Town Commission, and is not intended to be and should not be used by anyone other than these specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the Town of Ocean Ridge, Florida was in compliance with Section 218.415, Florida Statutes during the fiscal year ended September 30, 2024. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the Town of Ocean Ridge, Florida's compliance with Section 218.415, Florida Statutes. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

Ronald Bennett is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination in December. Our fees for these services are included in the fees for the audit of the financial statements

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Edward T. Holt

Nowlen, Holt & Miner, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Ocean Ridge, Florida.

Signature: _____

Title: _____

Date: _____



NOWLEN, HOLT & MINER, P.A.

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We are pleased to confirm our understanding of the services we are to provide for the Town of Ocean Ridge, Florida for the years ended September 30, 2024 and 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the Town of Ocean Ridge, Florida as of and for the years ended September 30, 2024 and 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Ocean Ridge, Florida's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Ocean Ridge, Florida's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule – General Fund
- 3) Schedule of Changes in Total OPEB Liability and Related Ratios
- 4) Schedule of Employer Proportionate Share of Net Pension Liability – Florida Retirement System Pension Plan
- 5) Schedule of Employer Contributions – Florida Retirement System Pension Plan

- 6) Schedule of Employer Proportionate Share of Net Pension Liability – Florida Retirement System Health Insurance Subsidy Pension Plan
- 7) Schedule of Employer Contributions – Florida Retirement System Health Insurance Subsidy Pension Plan

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Ocean Ridge, Florida's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards and State Financial Assistance, if applicable

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and each major state project in accordance with Chapter 10.550 Rules of the Auditor General.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and major state project(s) in accordance with Chapter 10.550 Rules of the Auditor General, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial

statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Risk of material misstatement due to revenue recognition
- Risk of material misstatement due to management override of controls
- Risk of material misstatement with federal awards and state financial assistance due to noncompliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance, if applicable

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. We will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and state projects. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550 Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and Chapter 10.550 Rules of the Auditor General.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of [Name of Governmental Unit] 's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550 Rules of the Auditor General require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards applicable to major programs and state financial assistance applicable to major state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the Department of Financial Services' *State Projects Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Ocean Ridge, Florida's major federal programs and state projects. For federal programs and state projects that are included in the Compliance Supplements, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplements identify as being subject to audit. The purpose of these procedures will be to express an opinion on the Town of Ocean Ridge, Florida's compliance with requirements applicable to each of its major federal programs and state projects in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550 Rules of the Auditor General.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards and state financial assistance, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs and state projects; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations,

contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards and state financial assistance. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, annual financial report to be filed with the Florida Department of Financial Services, schedule of expenditures of federal awards and state financial assistance, and related notes of the Town of Ocean Ridge, Florida in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance and Chapter 10.550 Rules of the Auditor General based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, annual financial report to be filed with the Florida Department of Financial Services, schedule of expenditures of federal awards and state financial assistance, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, annual financial report to be filed with the Florida Department of Financial Services, schedule of expenditures of federal awards and state financial assistance, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, annual financial report to be filed with the Florida Department of Financial Services, the schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, annual financial report to be filed with the Florida Department of Financial Services, the schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town of Ocean Ridge, Florida; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nowlen, Holt & Miner, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agency or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to

such audit documentation will be provided under the supervision of Nowlen, Holt & Miner, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal or state awarding agency, oversight agency, or pass-through entity. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ronald Bennett is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in October and issue our reports no later than February 15.

This engagement letter incorporates the Agreement for Annual Audit Services dated December 5, 2016 between the Town of Ocean Ridge, Florida and Nowlen, Holt & Miner, PA (the "Agreement") and the First Amendment to the Agreement for Annual Audit Services dated October 4, 2021 between the Town of Ocean Ridge, Florida and Nowlen, Holt & Miner, PA (the "Agreement"). Any conflict between this letter and the Agreement will be controlled by the Agreement.

Our fees for the financial statement audits will be as follows:

Fiscal Year Ending September 30, 2024	\$25,000
Fiscal Year Ending September 30, 2025	\$25,500

If a Federal Single Audit or a State Single Audit is required, we will provide an estimate of staff hours required to perform the Single Audit. This estimate of hours together with the hourly rates schedule in Article 2 of the Agreement will be used to determine the fee for the Single Audit. A fixed fee will be agreed upon before any work is performed for the Single Audit.

In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur additional costs.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the Town Commission of the Town of Ocean Ridge, Florida. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of

internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and State Single Audit report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550 Rules of the Auditor General. Both reports will state that the report is not suitable for any other purpose.

Personal Liability

The obligations of Nowlen, Holt & Miner, PA are solely the obligations of Nowlen, Holt & Miner, PA. No officer, owner, director, employee, agent, contractor, shareholder, or controlling person shall be subject to any personal liability whatsoever.

Governing Law & Venue

This agreement and performance hereunder shall be governed by the laws of the State of Florida, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Palm Beach County, Florida, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including *forum non conveniens*.

Statute of Limitations

The parties agree that there shall be a two-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than two years, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows Nowlen, Holt & Miner, PA and you to share data, engagement information, knowledge, and deliverables in a protected environment. You agree that Nowlen,

Holt & Miner, PA has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold Nowlen, Holt & Miner, PA harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

Counterparts

This document may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive fully executed originals of the document.

We appreciate the opportunity to be of service to the Town of Ocean Ridge, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return this letter to us.

Very truly yours,

Edward T. Holt

Nowlen, Holt & Miner, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Ocean Ridge, Florida.

Town Manager

Town Commission

Date: _____

Date: _____

Agenda: Monday, October 7, 2024
Memo: Item #18.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Lynne Ladner, Town Manager

**Subject: Extension of the N Ocean Blvd Water Main Project to Include
Installation of New Water Main on River Dr from N Ocean Blvd to
Inlet Cay**

Mayor & Commissioners:

With the inclusion in the FY 25 budget of funding for additional water main installation I have been working with the town's engineer to identify the priority areas and develop a phased plan for the work. As an opportunity to capitalize on the current water main project as well as replace the piping in an area of high priority we requested a cost estimate from the contractor Foster Marine to replace the approximately 985 feet of 1" water main on River Dr from N Ocean Blvd to Inlet Cay in the amount of **\$695,219.76**. This does not include the possible addition of 250 feet along Inlet Cay from River Dr to N Ocean Blvd. By authorizing this expansion of the current project the town will save roughly \$60K-\$75K which would be the costs that would be incurred by completing a new bidding process and the mobilization cost for a new project.

Staff recommends that the Commission accept the cost estimate and authorize the River Dr water main project as an extension of the N Ocean Blvd project using the same line item costing.

Suggested Motion: I move to accept the cost estimate from Foster Marine to expand the N Ocean Blvd water main project to include replacement of the water main on River Dr from N Ocean Blvd to Inlet Cay in the amount of \$695,219.76.

Respectfully,
Lynne Ladner, Town Manager

Approximately 985'

FH

1"

River Dr

N Ocean

BELIEVED
TO BE 1"
UNABLE TO
VERIFY

1"

Sun Deck

2"

1"

BELIEVED TO
BE 1" UNABLE
TO VERIFY
(BEE HIVE)

2"

A1A

River Dr

1"

FH

(3) 1"
(1) 1.5"

1"

1"

Ocean Ridge
Beach Parking

P

1"

Emerald Shore
Apartments

1"

1"

Approximately 250'
extra not included
in proposal

River Dr

Inlet Cay Dr

Town of Ocean Ridge -- Project Expansion

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	VALUE
1	As-Built Record Drawings	1	LS	15,000.00	\$ 15,000.00
2	Professional Video of Construction Site and Photographs	1	LS	1,800.00	\$ 1,800.00
3	Sod	100	SY	15.00	\$ 1,500.00
4	Clearing and Grubbing	1	LS	5,000.00	\$ 5,000.00
5	Open Cut Pavement Trench	180	SY	50.00	\$ 9,000.00
6	12" Compacted Subgrade	180	SY	15.00	\$ 2,700.00
7	Milling & Resurfacing	200	SY	50.00	\$ 10,000.00
8	1-1/2" Superpave Asphaltic Concrete (12.5), Traffic B, PG 76-22	15	TN	1,500.00	\$ 22,500.00
9	1" Asphaltic Concrete (FC), Traffic B, PG 76-22	10	TN	2,400.00	\$ 24,000.00
10	Raised Pavement Marker (Blue)	2	EA	30.00	\$ 60.00
11	Testing	1	LS	4,500.00	\$ 4,500.00
12	Connect to Existing 8" WM	1	EA	15,000.00	\$ 15,000.00
13	Connect to Existing 6" WM	1	EA	10,000.00	\$ 10,000.00
14	8" x 8" Tapping Sleeve and Gate Valve	1	EA	6,000.00	\$ 6,000.00
15	8" Gate Valve and Box	1	EA	4,000.00	\$ 4,000.00
16	6" Gate Valve and Box	2	EA	3,000.00	\$ 6,000.00
17	8X6 Tee	2	EA	5,000.00	\$ 10,000.00
18	10x4 Tee	9	EA	5,000.00	\$ 45,000.00
19	Fittings	0.45	TN	50,000.00	\$ 22,500.00
20	8" Directional Bore	985	FT	275.00	\$ 270,875.00
21	Bore Pit	4	EA	12,000.00	\$ 48,000.00
22	Sample Points	2	EA	1,500.00	\$ 3,000.00
23	Maintenance of Traffic (8% of Items 1-22)	1	LS	42,914.80	\$ 42,914.80
24	Contingency (20% of Items 1 - 29)	1	LS	115,869.96	\$ 115,869.96
				TOTAL	\$ 695,219.76

Agenda: Monday, October 7, 2024
Memo: Item #19.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Lynne Ladner, Town Manager

Subject: Town Manager

As we wrap up FY 24 I want to highlight our accomplishments of the past year and prepare for the upcoming year.

In FY 24 the town began working toward obtaining grant and appropriation funding to assist with capital projects. With the assistance of RMPK Funding and while working closely with Commissioner Cassidy Ocean Ridge was awarded two grants which are designed to help with preserving the natural areas of Ocean Ridge. The grant awards total just over \$1.25 million.

We have transitioned our financial management and HR systems to a new software this year and while there have been a few bumps in the road things are working well and staff continue to become more familiar and efficient with the new system. The N. Ocean Blvd water main project is well underway and will provide much-needed water flows to the multi-family developments in the north end of town.

As we look toward FY 25, we will be completing the implementation of new software for building permits, land development, planning and zoning, and community standards. This will complete the implementation of all these processes electronically with online submission, payments, and searchable records. We have funding allocated to do another major water main replacement project in addition to the updates/upgrades to the system valves. We will also be working with the grant writer and a lobbyist to maximize our funds to get the biggest bang for our money.

Suggested Motion:

Respectfully,
Lynne Ladner, Town Manager



Ocean Ridge Police Department

6450 N. Ocean Blvd., Ocean Ridge, FL 33435

Phone (561) 732-8331 • Fax (561) 732-8676

www.oceanridgeflorida.com

Scott McClure
Chief of Police

August 2024 Monthly Activity Report

Subjects;

1. Monthly Law Enforcement Activity Report
(Please see attached detailed reports)
2. Monthly Boynton Beach Fire/EMS Activity Report
(Please see attached detailed reports)

<u>ORPD Other Activity:</u>		AUGUST 2024			
Type	Total	Days- Sgt Roy	Days- Sgt. Choban	Nights- Sgt. Parkerson	Nights- Sgt. Stang
<u>Traffic</u>					
Citations	86	12	32	20	22
Written Warnings	185	30	59	47	49
Parking Tickets/Municipal Warnings	10	4	4	1	1
Traffic Stops	278	68	77	58	75
<u>Arrests:</u>					
S19 Felony	0	0	0	0	0
S18 Misdemeanor	5	1	2	0	2
<u>Telephone Calls Handled by Dispatch:</u>					
<u>AUGUST 2024</u>		<u>Year to Date</u>			
9-1-1	37	443			
Incoming/Non-Emergency	345	3457			
Outgoing/Non-Emergency	102	1168			
Total:		5068			
<u>Walk-Ins Handled by Dispatch:</u>		<u>Year to Date</u>			
All	183	1235			
After Business Hours	111	687			
Alarm Sign Issuance-	0	1			
Alarm Technician-	11	86			
AOD/Range Use-	2	24			
Burn Permit-	0	2			
Fingerprints-	2	23			
Keys-	0	7			
Pet Tag/Vehicle Decal-	1	21			
Report/Record Request-	4	56			
Vendors-	41	298			
Visitor for Chief-	4	35			
Visitor for Lt or Investigator-	2	28			
Visitor/Info-	105	1089			
Gift/Food donation-	1	16			
Pick up Property/Evidence-	2	20			
Pill Drop-	8	80			

BRINY BREEZES AUGUST 2024

Description	Signal	Count
ON FOOT W/PORTABLE	10108	33
BEACH PATROL	BCHK	3
MEDICAL CALL	S73	2
ILLEGAL PARKING	S90	6
911 PRANK/FALSE/ACCID CALL	S79	1
DISTURBANCE	S22	1
SUSPICIOUS INCIDENT	S13	1
SUSPICIOUS PERSON/S	S13P	1
SUSPICIOUS VEHICLE/S	S13V	4
TRAFFIC STOPS	1050	3
BATTERY	S31	1
POLICE SERVICE CALL	S68	4

Total Calls for Service	60
-------------------------	----

District Checks	255
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Total Calls w/ DC's	315
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OTHER ACTIVITY

Traffic

Citations	1
Written Warnings	1
Parking Tickets	2

ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 08/01/2024 00:00 Through 08/31/2024 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
10108	ON FOOT W/PORTABLE	57
10109	VEHICLE MAINTENANCE	186
1050	TRAFFIC STOP	270
1058	AT STATION	29
1060	ASSIST TO MOTORIST	7
804	VTC SIGNS (ALL)	4
806	VTC WORKING WHEN NOT PERMITTED	2
820	VTC ANIMALS ON BEACH	4
821	VTC DOGS AT LARGE	3
823	VTC CONSTRUCTION SITE	4
824	VTC ALL OTHER	1
BCHK	BEACH PATROL	212
DC	DISTRICT CHECK	1633
HCKH	HOUSE CHECK HAND	804
HCKV	HOUSE CHECK VISUAL	504
LPR	LICENSE PLATE RECOGNITION ALERT	1
S12	RECKLESS DRIVER	2
S13P	SUSPICIOUS PERSON	5
S13V	SUSPICIOUS VEHICLE	5
S14	INFORMATION	1
S15	SPECIAL DETAIL	47
S22	DISTURBANCE	2
S25	FIRE/FD ASSIST	3
S30	THEFT	2
S38	DOMESTIC	1
S39	NEIGHBOR TROUBLE	1
S40	CRIMINAL MISCHIEF	1
S48G	OPEN GARAGE DOOR	5
S49	ALARM	51
S49F	FIRE ALARM	3
S51	TRESPASS	1
S53	EMBEZZLEMENT/FRAUD	1
S68	POLICE SERVICE CALL	19

ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 08/01/2024 00:00 Through 08/31/2024 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
S72	LOST/FOUND PROPERTY	2
S73	MEDICAL CALL	2
S75	ILLEGAL DUMPING	1
S76	ASSIST OTHER DEPARTMENT	10
S79	911 PRANK/FALSE/ACCID CALL	13
S84	WELFARE CHECK	5
S86	LOUD NOISE/MUSIC	1
S89	ASSIST MOTORIST	2
S90	ILLEGAL PARKING	16
S92	TRAFFIC LIGHT PROBLEMS	1
S95	TRAFFIC INCIDENT	2
S96	PROPERTY DAMAGE	1
WD	WIRES DOWN	1
TOTAL ACTIVITY:		3928

August 2024 BOYNTON BEACH FIRE RESCUE REPORT

IncidentNumber	Date	Full Incident Address	Incident City	Station	Shift	Incident Type Description	Total Response Time (Exposure 0)
2410484	8/3/2024	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	A	Overheated motor	7.2
2410673	8/7/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	A	Emergency medical service incident, other	5.4
2410700	8/8/2024	Spanish River Dr Ocean Ridge	Ocean Ridge	Station 1	B	Carbon monoxide detector activation, no CO	5.5
2410825	8/10/2024	Cardinal Dr Briny Breezes	Briny Breezes	Station 4	D	Emergency medical service incident, other	6.2
2411177	8/18/2024	Harbour Dr S Ocean Ridge	Ocean Ridge	Station 1	D	Alarm system sounded due to malfunction	5.9
2411363	8/22/2024	Harbour Dr S Ocean Ridge	Ocean Ridge	Station 1	D	Unintentional transmission of alarm, other	9.9
2411393	8/23/2024	Spanish River Dr Ocean Ridge	Ocean Ridge	Station 1	A	Electrical wiring/equipment problem, other	6.5
2411419	8/24/2024	6300 Blk N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 5	A	Service Call, other	4.9

Ocean Ridge Summary		Briny Breezes Summary	
Medical Calls	0	Medical Calls	2
Fire/Other Calls	6	Fire/Other Calls	0
Total	6	Total	2

Calls exceeding 10 minutes consist of; (0)