

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



**November 4, 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

To join the meeting from your computer, tablet or smartphone. <https://meet.goto.com/930143117>
You can also dial in using your phone. Access Code: 930-143-117 United States: +1 (872) 240-3212

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA

PRESENTATIONS & PROCLAMATIONS

ANNOUNCEMENTS

1. The meeting schedule for the next month is as follows: The meeting schedule for the next month is as follows: Regular Town Commission Meeting on Monday, December 9, 2024, at 6:00 PM; Planning & Zoning Meeting on Tuesday, November 19 at 9:00 am; Board of Adjustment Meeting on Wednesday, November 20 at 9:00 am; All meetings are held in the Commission Chambers at the Town Hall.
2. The 2024 General Election will be held on Tuesday, November 5th from 7:00 am to 7:00 pm in the Community Room at the Ocean Ridge Town Hall.
3. Town Hall will be closed on Monday, November 11, 2024, in observance of the Veterans Day holiday as well as closed Thursday, November 28th & Friday, November 29th in observance of the Thanksgiving holiday.
4. Please join us on Friday, December 6th from 5:00 – 7:00 p.m. for the annual “Light the Lights” holiday event, which will be held at the Town Hall complex. Please check the Town’s website for more details to come.
5. 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. Please contact the Town Clerk to schedule a time.

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 Town Commission Regular Meeting of October 7, 2024.
8. Adopt 2025 Regular Commission Meeting dates
9. Adopt Budget Calendar for FY 2025 - 2026
10. Adopt Town Holiday Calendar for 2025
11. September Revenue and Expenditure Report
12. Adopt Revised Town of Ocean Ridge Personnel Handbook
13. Accept Grant Agreement with Florida Conservation Trust for the Purchase of the Priest property Not to Exceed 70% of the Final Costs or \$1,054,427 and Authorize the Mayor to Sign
14. Accept Proposal from RMPK Funding to Provide Grant Administration Services for FCT Grant
15. Accept Grant Agreement with Department of Environmental Protection for the Purchase of the Eder Property Not to Exceed 50% of the Final Costs up to \$200,000 and Authorize the Mayor to Sign
16. Approve Resolution 2024-16: A Resolution Of The Town Commission Of The Town Of Ocean Ridge, Florida, Supporting The Procurement And Oversight Of Consultants For The Development Of A Countywide Transportation Plan; Supporting The Formation Of A Technical Advisory Committee For The Same; And Providing For An Effective Date
17. Approve Resolution 2024-17: A Resolution of the Mayor and Town Commission of the Town of Ocean Ridge, Florida, Approving and Adopting the 2024 Revised Palm Beach County Local Mitigation Strategy Plan; Providing for the Pursuit of Funding and Implementation; Providing for Support of the Local Mitigation Strategy Process; Providing for Transmittal to Palm Beach County; and Providing for an Effective Date.

REGULAR AGENDA ITEMS

18. Appointment of Two Alternate Positions with the Planning & Zoning Commission
19. Approval on First Reading of Ordinance 2024-02: An Ordinance Of The Town Of Ocean Ridge, Florida, Amending The Land Development Code At Chapter 64, "Zoning", Article III, "Supplemental Regulations", Section 64-44, "Fences, Walls And Hedges", To Clarify The Regulations Regarding Hedges And To Clarify The Landscape Requirements For Walls And Fences Facing And Adjacent To The Public Rights-Of-Way; Providing For Codification, Severability, Conflicts, And An Effective Date

STAFF & COMMITTEE REPORTS

- 20.** Town Manager
- 21.** Town Attorney
- 22.** Police Chief

TOWN COMMISSIONER COMMENTS

ADJOURNMENT

**REGULAR TOWN COMMISSION MEETING MINUTES
OCTOBER 7, 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

Vice Mayor Coz, Mayor Pugh, Commissioner Cassidy, and Commissioner Aijala requested Commissioner Comments, Commissioner Cassidy asked to move item #11 of the Consent Agenda to the Regular Agenda, and Town Manager Ladner requested to table item #14 to another meeting.

Commissioner Cassidy moved to approve the agenda as amended; seconded by Commissioner Aijala. Motion carried 5-0. (2:30)

PRESENTATIONS & PROCLAMATIONS

1. Florida City of Government Week 2024 Proclamation

Town Clerk Avery read the proclamation into the record.

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

REGULAR TOWN COMMISSION MEETING MINUTES

OCTOBER 7, 2024

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.

Mayor Pugh opened the floor for public comment.

The following spoke: Betty Bingham and Ken Kaleel

Mayor Pugh closed the floor for public comment.

APPROVAL OF CONSENT AGENDA

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~~ **(Moved to Regular Agenda)**
12. Approval of Professional Services Agreement with TSE Consulting, LLC, for Lobbyist and Consulting Services.

Commissioner Hutchins moved to approve the Consent Agenda as amended; seconded by Vice Mayor Coz. Motion carried 5-0. (8:01)

REGULAR AGENDA ITEMS

11. Approve 2024-2027 Agreement between Town of Ocean Ridge, Florida, and Palm Beach County Police Benevolent Association **(Moved from Consent Agenda)**

Town Manager Ladner explained the item.

REGULAR TOWN COMMISSION MEETING MINUTES

OCTOBER 7, 2024

Commissioner Cassidy mentioned a line item in the contract that had increased despite instruction from the Commission not to exceed. There was discussion regarding the item and the process to re-negotiate.

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

Vice Mayor Coz moved to approve the 2024-2027 Agreement between Town of Ocean Ridge, Florida, and Palm Beach County Police Benevolent Association; seconded by Commissioner Hutchins. Motion carried 5-0. (15:26)

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

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 Approval of the Motorola Notice to Proceed; seconded by Commissioner Aijala. Motion carried 5-0. (16:50)

14. ~~Consider adopting increased vacation time accruals for all employees equal to the accruals negotiated as part of the CBA. (Item Tabled until next meeting)~~

15. Adopt updated Employee Handbook

Town Manager Ladner briefly explained the item and suggested that they table the item for the next meeting.

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.

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

Town Clerk Avery explained the item.

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

Vice Mayor Coz moved to move to adopt Approval of Resolution No. 2024-14; seconded by Commissioner Hutchins. Motion carried 5-0. (18:32)

17. Approve FY 2024 and 2025 Audit engagement

REGULAR TOWN COMMISSION MEETING MINUTES

OCTOBER 7, 2024

Town Manager Ladner explained the item.

Vice Mayor Coz questioned the amounts from FY22 and FY23. Manager Lander answered his question.

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

Commissioner Hutchins moved to Approve FY 2024 and 2025 Audit engagement; seconded by Commissioner Cassidy. Motion carried 5-0. (20:09)

Town Attorney Goddeau mentioned that they would be converting the document into a standard professional services agreement.

There was a consensus to have the agreement converted to have the Town Manager sign for this item.

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

Town Manager Ladner explained the item.

Commissioner Aijala asked about the priority list of pipes that should be addressed and if this area was one of them. There was discussion regarding the priority list as well as the required process for adding any new amount to the bid project.

Mayor Pugh insisted that Town Engineer Tropepe be at the meeting to discuss the topic. There was discussion on getting a better understanding/explanation on the seriousness of the situation.

Mayor Pugh opened the floor for public comment.

The following spoke: Mike DeBose, Betty Bingham, and Stella Kolb

Mayor Pugh closed the floor for public comment.

There was further discussion regarding how the process of change orders works.

There was a consensus to have a special meeting with the Town Engineer giving the explanation.

STAFF & COMMITTEE REPORTS

19. Town Manager

Town Manager Ladner mentioned that they need to approve Resolution 2024-15, Resolution of The Town Commission of The Town of Ocean Ridge, Florida, Declaring A State of Emergency

REGULAR TOWN COMMISSION MEETING MINUTES

OCTOBER 7, 2024

Within the Town of Ocean Ridge, Providing for An Effective Date. She read the resolution into the record by title only.

Town Manager Ladner gave an explanation on the item.

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

Commissioner Aijala moved to adopt Approval of Resolution No. 2024-15; seconded by Vice Mayor Coz. Motion carried 5-0. (36:50)

Town Manager Ladner read her report into the record.

20. Town Attorney

Town Attorney Goddeau had no report.

21. Police Chief

Lt. Aaron Chobin stated that the report was in the packet, and he had nothing further.

Vice Mayor Coz asked about the Briny Breeze incident. Lt. Chobin gave a brief overview.

TOWN COMMISSIONER COMMENTS

Vice Mayor Coz mentioned items that the Commission had authorized the Planning & Zoning Commission to discuss. There was further discussion on what topics are being brought up with the Planning & Zoning. The two items he wanted to bring as priority were the 50% rule for Substantial Improvement and the authority for the Building Official to make the Planning & Zoning approvals.

There was a consensus to add the Building Official making the design approvals for new homes a priority to the list of discussion items for Planning & Zoning.

Commissioner Cassidy gave an update on the League of Cities Conference in August. She mentioned speakers from the Sea Turtle Conservancy that discussed ordinance language regarding the turtles. She said that she and Lynne will be reviewing the Town's ordinance to see if they can improve it any.

Commissioner Aijala mentioned that the last audit has not been posted on the website and would like to see the audit posted soon.

REGULAR TOWN COMMISSION MEETING MINUTES

OCTOBER 7, 2024

Mayor Pugh mentioned that he was surprised about the article in the Coastal Star talking about the reason Commissioners get on the Commission, which was for personal gain. He stated that he felt that was just wrong.

ADJOURNMENT

Meeting Adjourned at 6:53 p.m.

Minutes prepared by Town Clerk Avery and adopted by the Town Commission on November 4, 2024.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

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

Meeting Date: November 4, 2024
Subject: 2025 Meeting Dates

Mayor & Commissioners:

It is necessary to set the regular Town Commission meeting dates for 2025. The regular town commission meeting in September will need to be moved to the second Monday due to Labor Day, all other meetings will be on the first Monday.

Meeting schedule for 2024

January 6, 2025

February 3, 2025

March 3, 2025

April 7, 2025

May 5, 2025

June 2, 2025

July 7, 2025

August, 4, 2025

September 8, 2025

October 6, 2025

November 3, 2025

December 1, 2025

Respectfully,



Lynne Ladner, ICMA-CM, SHRM-SCP
Town Manager & Finance Director

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

Meeting Date: November 4, 2024
Subject: Budget Calendar for FY 2025 – 2026

Mayor & Commissioners:

To ensure that members of the commission have the schedule for budget workshops as early as possible to ensure that everyone can plan their summer vacations and activities I am proposing the following dates and times for budget workshops for the next fiscal year.

Budget Workshops for FY 2025 – 2026

April 14, 2025 – Commission Goals Setting – 2 pm

May 5, 2025 – 1st Budget Workshop 2 pm

June 2, 2025 - 2nd Budget Workshop 2 pm

July 7, 2025 - 3rd Budget Workshop as needed, 2 pm

August, 4, 2025 - 4th Budget Workshop as needed, 2 pm

August 25, 2025 – Tentative Budget Hearing – 6 pm

September 8, 2025 – Final Budget Hearing – 6 pm

Respectfully,



Lynne Ladner, ICMA-CM, SHRM-SCP
Town Manager & Finance Director

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

Meeting Date: November 4, 2024
Subject: 2024 Town Holidays Observed

Mayor & Commissioners:

To simplify matters and in keeping with setting the meeting schedule, this is also the appropriate time to identify the town holidays and when they will be observed if not on the actual date of the holiday in 2025.

Town Holidays observed schedule for 2025

New Year's Day – January 1st

Martin Luther King Day – January 20th

Presidents Day – February 20th

Memorial Day – May 26th

Juneteenth – June 19th

4th of July – July 4th

Labor Day – September 1st

Columbus Day – October 13th

Veterans Day – November 11th

Thanksgiving – November 27th

Day after Thanksgiving November
28th

Christmas – December 25th

Respectfully,



Lynne Ladner, ICMA-CM, SHRM-SCP
Town Manager & Finance Director

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	712,638.19	20,274.00	37,361.81		95.02
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	717,146.19	20,399.00	38,453.81		94.91
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	2,684.45	150.00	2,315.55		53.69
001-340.000-341.900	OTHER GEN GOVT CHARGES & FEES	11,000.00	11,633.75	1,234.50	(633.75)		105.76
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	3,335.00	1,830.00	41,665.00		7.41
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	323,569.30	1,330.00	16,430.70		95.17
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	475,544.55	4,620.25	218,655.45		68.50
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 Normal (Abnormal)	Activity For 09/30/2024 Increase (Decrease)	Available Balance 09/30/2024 Normal (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	4,631.36	959.21	(2,781.36)	250.34
001-350.000-351.300	POLICE EDUCATION \$2.00	400.00	622.86	144.64	(222.86)	155.72
001-350.000-354.000	VIOLATIONS OF LOCAL ORDINANCES	25,000.00	12,750.18	430.00	12,249.82	51.00
Total Dept 350.000 - FINES & FORFEITURES		27,250.00	18,004.40	1,533.85	9,245.60	66.07
Department: 360.000 MISCELLANEOUS REVENUES						
001-360.000-361.100	INTEREST EARNED (SAV, INV, ETC.)	200,000.00	387,450.95	44,736.52	(187,450.95)	193.73
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	1,433.42	1,269.85	66.58	95.56
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	358.50	5.00	141.50	71.70
Total Dept 360.000 - MISCELLANEOUS REVENUES		207,500.00	397,021.38	46,011.37	(189,521.38)	191.34
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	10,586,219.84	149,198.69	2,630,698.16	80.10

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: 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	4,292.82	64.50	707.18		85.86
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	24,830.26	854.35	36,175.27		40.70
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
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

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: 513.103 TOWN CLERK/FINANCE							
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	85,714.29	10,207.90		86,785.71	49.69
001-514.104-503.110	LEGAL SPECIAL COUNSEL	183,000.00	9,322.94	752.50		173,677.06	5.09
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	95,037.23	10,960.40		265,462.77	26.36
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	46,836.44	1,957.82		5,593.56	89.33
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
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	1,200,335.19	24,462.81		37,381.44	96.98
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

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: 521.107 LAW ENFORCEMENT & FIRE CONTROL							
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	11,158.18	453.85		14,341.82	43.76
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	3,517.73	80.52		1,482.27	70.35
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	40,386.50	6,756.48		10,363.50	79.58
001-521.107-505.220	OPERATING SUPPLIES UNIFORM/EMB	24,698.00	18,133.76	231.37		6,564.24	73.42
001-521.107-505.400	SUBSC, MEMBERSHIPS, EDUCATION	18,460.00	14,453.32	150.00		4,006.68	78.30
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	4,677,181.99	282,630.05		714,355.55	86.75
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
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	361,458.30	31,765.38		(70,551.30)	124.25
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

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: Expenditures							
Department: 524.108 INSPECTIONS							
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	538,363.14	40,498.81	87,499.40	86.02	
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	65,013.75	12,770.00	52,986.25	55.10	
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	330,920.63	24,540.65	147,559.37	69.16	
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	
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	24,251.77	13.99	34,748.23	41.10	
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	2,997.97	0.00	1,702.03	63.79	
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	345,655.36	25,066.65	98,696.91	77.79	
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	133,511.09	11,505.50	16,488.91	89.01	
Total Dept 580.114 - CONTINGENCY		3,298,506.00	133,511.09	11,505.50	3,164,994.91	4.05	
Expenditures		12,978,965.33	8,264,814.09	457,940.64	4,714,151.24	63.68	
Fund 001 - GENERAL FUND:							

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	YTD Balance	Activity For	Available	% Bdgt Used
		Amended Budget	Normal (Abnormal)	09/30/2024 Increase (Decrease)	Balance 09/30/2024 Normal (Abnormal)	
Fund: 001 GENERAL FUND						
TOTAL REVENUES		13,216,918.00	10,586,219.84	149,198.69	2,630,698.16	
TOTAL EXPENDITURES		12,978,965.33	8,264,814.09	457,940.64	4,714,151.24	
NET OF REVENUES & EXPENDITURES:		237,952.67	2,321,405.75	(308,741.95)	(2,083,453.08)	
BEG. FUND BALANCE		8,705,544.23	8,705,544.23			
FUND BALANCE ADJUSTMENTS			170,779.84			
END FUND BALANCE		8,943,496.90	11,197,729.82			

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	YTD Balance	Activity For	Available	% Bdgt Used
		Amended Budget	09/30/2024 (Abnormal)	09/30/2024 (Decrease)	Balance 09/30/2024 Normal (Abnormal)	
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

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: 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	1,825,378.31	1,371,440.46	1,014,544.69	64.28
Total Dept 539.112 - OTHER PHYSICAL ENVIRONMENT		2,839,923.00	1,825,378.31	1,371,440.46	1,014,544.69	64.28
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	2,076,594.60	1,397,846.88	1,071,911.40	65.95
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	2,076,594.60	1,397,846.88	1,071,911.40	
NET OF REVENUES & EXPENDITURES:		0.00	(2,076,594.60)	(1,397,846.88)	2,076,594.60	

Agenda: Monday, November 4, 2024
Memo: Item #12.

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

Subject: Adopt Revised Town of Ocean Ridge Personnel 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

Summary of Changes to Employee Handbook – August 2024

1. Handbook formatting on Table of Contents, headings style, grammar and punctuation– updated throughout the handbook.
2. Throughout the handbook: Human Resources Administrator has been updated to Human Resources; exception is as the identified Medical Review Officer, pg.62.
3. Cover page – added August 2024 for last month/year updated.
4. Welcome Policy – pg. 4
 - A. 2nd paragraph – last sentence: “They” to “Those SOPs...”
 - B. Town Manager name updated - Tracey L. Stevens to Lynne Ladner
5. History and Town Facts – pg. 5
 - A. Website link updated
6. Section 1 – Employment and Hiring Policies, pages 6-10
 - A. **Accommodations for Pregnant Employees**, pg. 6– added policy in compliance with new federal law: [Pregnant Workers Fairness Act](#)
 - B. **Americans with Disabilities Act**, pg. 6 – added the following sentence:
 - a. “It is the responsibility of the employee requesting accommodation to participate in the interactive process with the employer.”
 - C. **Family Medical Leave Act (FMLA)**, pgs. 6-7 – ***added policy to provide notice to employees*** to provide the FMLA notice that Ocean Ridge is not an eligible employer as FMLA requires at least 50 or more employees working with a seventy-five mile radius. Authority: [eCFR :: 29 CFR Part 825 -- The Family and Medical Leave Act of 1993](#): “All public agencies are covered by the FMLA regardless of the number of employees; they are not subject to the coverage threshold of 50 employees carried on the payroll each day for 20 or more weeks in a year. However, employees of public agencies must meet all of the requirements of eligibility, including the requirement that the employer (e.g., State) employ 50 employees at the worksite or within 75 miles.”
 - D. **Equal Employment Opportunity**, pg. 7 – added language to the second paragraph to include: promotions.



**prior language:* This policy applies to all terms and conditions of employment including policies and procedures relating to recruitment and hiring, compensation, working condition, benefits, and termination from employment.

**updated language:* 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.

- E. **Employment of Relatives: Anti-Nepotism**, pg. 7 – added a second paragraph to include the definitions under FS 112.3135: 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.

- F. **Ethics and Conflicts of Interest**, pg. 8 – paragraph, sentence and grammar changes:
- first paragraph split into two paragraphs after the 4th sentence of the policy.
 - Third sentence in the first paragraph, changed “that” to “which.”

**prior language:* Business dealings that appear to create a conflict between the interests of the Town and an employee are unacceptable.

**updated language:* Business dealings which appear to create a conflict of interest between the interests of the Town and an employee are unacceptable.

- G. **Immigration Law Compliance**, pg. 9 – reworded language

**prior language:* The Town is committed to employing only United States citizens and aliens who are authorized to work in the US and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee as a condition of employment must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Town within the past three 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 in the United States. The Town utilizes E-Verify for all new hires and re-hires.



Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Administrator. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

**updated language:* 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 additional on the Form I-9 requirements should contact Human Resources. Employees may raise questions or concerns about immigration law compliance without fear of reprisal.

H. **Job Postings**, pg. 9 – minor language changes:

- a. Second paragraph, 7th sentence: language changed from "All other candidates..." to "All non-law enforcement candidates..."
- b. 7th sentence: added "by current vendor..."
- c. 9th sentence: removed "of" "...will forward all of the..." to "will forward all the..."
- d. 10th & 11th sentences: Human Resources Administrator update to Human Resources. Grammar updated to active voice.

I. **Medical Information**, pg. 10 – expanded policy language

**Prior language:* Medical information about individual employees is treated confidentially. 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 of employment.

**updated language:* Personnel files and records of Town employees are considered public record and open to inspection, if requested under Chapter 119, F.S.; exceptions are covered in 119.071(4), F.S. 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.

Any employee who believes they should be exempt from public disclosure 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
- County Court Judges
- 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 member of the Armed Forces of the United States, a reserve component of the Armed Forces of the United States, or the National Guard, who served after September 11, 2001.
- 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.

7. Section 2 – Administrative Policies/Work Environment pages 11-17

A. **Drug Free Workplace**, pg. 12 - added language

- a. 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.

B. **Break and Meal Periods**, pg. 12 - added language

**prior language:* Supervisors will schedule breaks and meal periods to accommodate operating requirements. Employees that are required to respond to business during breaks and meal periods will be compensated for that time.



**updated language:* 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.

C. **Compressed Work Schedule**, pg. 12 – added policy

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

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 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.



D. **Situational Remote or Telework**, pg. 13 - added policy:

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 can not 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 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 a meal 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 to 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.

- E. **Policy Against Harassment and Discrimination**, pgs. 14-15 – added/reworded last two bullet points:

- a. Obscene gestures of any kind
- b. 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.

- F. **Workplace Violence**, pg. 16 – formatting updated, added bullets.

8. Section 3 – Compensation, pages 17-22

- A. **Employee Pay Classification**, pg. 17 – added language and reordered

- a. 1st sentence – added language

**prior language:* Employees are classified as exempt or nonexempt based on their duties, responsibilities, and salary. Job title is not significant in determining this status.

**updated language:* 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.

- b. Numbers 1 & 2 under this policy, reordered and updated language for clarity:

**prior language:* 1. Nonexempt - All employees that are paid hourly and are subject to minimum wage and overtime provisions of the Fair Labor Standards Act. 2. Exempt - An exemption from both the minimum wage and overtime pay requirements is provided for any employee employed in a bona fide exempt capacity as the terms are defined by the Fair Labor Standards Act relating to duties, responsibilities, and salary.

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

- B. **Emergency Callouts**, pg. 19 – added policy:

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 drug and alcohol use. Any violation of the policies may result in disciplinary action, up to and including termination.

- C. **Probationary Period**, pg. 20 – changed “Human Resources Administrator” to “Human Resources”
- D. **Travel Expenses**, pg. 21 – updated language
 - a. 2nd paragraph, last sentence – changed “match” to “for final reconciliation”
 - b. 4th bullet – added: “or ride-share services”
- 9. Section 4 – Employee Benefits, pages 22 – 28
 - A. **Benefits Continuation (COBRA)**, pg. 22 – expanded language in first paragraph:
 - a. 1st paragraph, 1st sentence: added “eligible” to full time employees.
 - b. 1st paragraph, 2nd sentence: added “entitlement to Medicare” as a qualifying event.
 - B. **Deferred Compensation**, pg. 23 – updated 457 Deferred Compensation vendor *from* Vantage Point Transfer Agents *to* Mission Square.
 - C. **Holidays & Holiday Compensatory Time**, pg. 23 – formatting and updated language:
 - a. Holidays have been bulleted
 - b. 2nd paragraph, 3rd & 4th sentences: Employees birthday language changed *from* “within 30 day” *to* “ within the same fiscal year”
 - D. **Health, Dental and Vision Insurance**, pg. 23-24: updated language:
 - a. 2nd paragraph (last sentence): added “including the Summary Plan Description,” and updated Human Resources Administrator to Human Resources.
 - E. **Short Term Disability (STD)**, pg. 25 – expanded language for clarity on use
 - a. 1st paragraph, added to the beginning: 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.

- b. Last paragraph, last sentence: updated Human Resources Administrator to Human Resources.

F. **Long Term Disability (LTD)**, pg. 25 – expanded language:

- a. 1st paragraph, 1st sentence, added to the beginning: 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.
- b. Last paragraph, last sentence: updated Human Resources Administrator to Human Resources

10. Section 5 – Leave Policies and Procedures – pages 28 – 37

A. **Bereavement Leave**, pg. 28 – removed language in first paragraph and reformatted policy to split the first paragraph:

- a. 1st paragraph, 1st sentence: removed “after completion of twelve (12) months of employment” and replaced it with, “The Town recognizes the importance of taking leave when there is a death in the family,”

B. **Military Leave**, pg. 29 – 34 updated language for clarity

- a. 1st paragraph, 1st & 2nd sentence, added: 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.
- b. 2nd paragraph added language:
“All employees of the state, the several counties of the state, and the municipalities or political subdivisions of the state shall be granted leave of absence under the terms of this law; upon such leave of absence being granted said employee shall enjoy the same rights and privileges as are hereby granted to officials under this law, insofar as may be, including, without limitation, receiving full pay for the first thirty (30) days. Notwithstanding the provisions of Chapter 115.09, F. S., the Town of Ocean Ridge may 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. The Town of Ocean Ridge 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, chapter 43 of Title 38 U.S.C.

The state of Florida provides thirty (30) calendar days of state pay per fiscal year for active military duty to an employee who qualifies based on Government Code sections 19775 or 19775.1. On the 31st calendar day, the employee becomes eligible for the provisions of Government Code section 19775.17 for up to 180 calendar days. Government Code section 19775.17 provides an employee who is a member of a United States military service organization the difference of military pay, and state pay for up to 180 calendar days for employees ordered to duty for a qualifying event. Additionally, state employees eligible for federally sponsored income protection programs may receive reduced benefits based on their military pay and allowances.

You must notify your direct supervisor of your intent to return to employment based on the requirements of the law. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, contact Human Resources.

The Town of Ocean Ridge shall adhere to all provisions contained in the Uniformed Services Employment and Reemployment Rights Act, chapter 43 of Title 38 U.S.C.”

- c. Compensation and Benefits During Military Leave (pg. 32) Added language: “As more fully set forth in Section B herein, the state of Florida provides thirty (30) calendar days of state pay per fiscal year for active military duty to an employee who qualifies based on Government Code sections 19775 or 19775.1. On the 31st calendar day, the employee becomes eligible for the provisions of Government Code section 19775.17 for up to 180 calendar days. An employee shall continue with all benefits for up to thirty (30) days of military leave in a calendar year.

Section 115.09, Florida Statutes, controls leave of absence for active military service for state officers and political subdivisions. After the first thirty (30) days of active duty, employees may use accrued leave to remain partially or fully paid. Employees should submit a written request for leave of absence to their



Supervisor through their chain of command, stating the reason and the estimated length of the leave.”

- d. Return from Military leave (pg. 33) Added language: “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.”
- C. **Personal Absence (a/k/a Sick Leave)**, pg. 34-35 – added language
 - a. #4 on page 35: “Employees may not use Personal Absence/Sick Leave in lieu of vacation time.”
- D. **Vacation Leave**, pg. 36 – added language and reformatted leave chart
 - a. 1st paragraph, added as last sentence: “Part-time employees are not eligible for annual paid leave and do not accrue leave.”
 - b. 2nd paragraph above the leave chart, updated language *from* “all employees” to “all full-time employees:”
 - c. 3rd paragraph, updated language *from* “all employees” to “all full-time employees.”
 - d. 4th paragraph, 3rd sentence updated language *from* “Employees” to “Full-time employees.”
 - e. Last paragraph, added language: “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 loss of pay or disciplinary action. Unforeseen circumstances may be considered.”
- 11. Section 6 – Employment Records and Responsibilities, pages 37 – 38
 - A. **Access to Employee Files**, pg. 37
 - a. 2nd paragraph, 1st sentence, added language: removed, “Under Florida law” and added “Under Chapter 119, Florida Statute...”
 - b. 2nd paragraph, last sentence, removed “Persons” and added “Anyone”
- 12. Section 7 – Wages, Discipline and Discharge, pages 38-42
 - A. **Wages & Performance Evaluations**, pg. 38 – updated language:
 - a. 2nd paragraph, last sentence: removed “are topped out” and added “have reached the salary cap for their position”
- 13. Addendums changes:



- A. Attachment 1 – Computer Usage Policy
 - a. Retention Requirements for Email: Hyperlink to General Records Schedule was updated: [General Records Schedules - Division of Library and Information Services - Florida Department of State](#)
 - b. formatting
- B. Attachment 2 - Grievance Policy and Procedure – no changes
- C. Attachment 3 - PBA Contract reference page: updated in the cover sentence from Human Resources Administrator’s Office to Human Resources Office
- D. Attachment 4 – Town of Ocean Ridge Drug Free Workplace Policy – formatting only



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

Contents

Welcome!	4
Mission Statement	5
Town History and Facts	5
Union Affiliation	Error! Bookmark not defined.
Accommodations for Pregnant Employees	6
Americans with Disabilities Act	6
Family Medical Leave Act (FMLA)	7
Equal Employment Opportunity	7
Employment of Relatives: Anti-Nepotism	7
Ethics and Conflict of Interest	8
Immigration Law Compliance	9
Job Postings	9
Medical Information	10
Outside Employment & Special Duty Details	11
Drug Free Workplace	11
Computer Usage Policy	12
Break and Meal Periods	12
Situational Remote or Telework	13
Personal Property and Workplace Privacy	14
Policy Against Harassment and Discrimination	15
Workplace Violence	16
Smoke - Free Workplace	17
Payroll and Direct Deposit	17
Employee Pay Classification	17
Employment Status Classification	17
Hours Worked	18
Overtime	18
Emergency Callouts	19
Emergency Closing	19
Overtime Pay During a Declared Emergency	19

Pay Computation for Compensation	20
Payroll Deductions	20
Pay Periods	20
Probationary Period	20
Travel Expenses	21
Travel Time	22
Certification Training Assignments	22
Benefits Continuation (COBRA)	22
Credit Union	23
Deferred Compensation	23
Holidays and Holiday Compensatory Time	23
Health, Dental, and Vision Insurance	24
Life Insurance and Accidental Death & Dismemberment (AD&D)	24
Short Term Disability (STD)	24
Long Term Disability (LTD)	25
Retirement Plans	25
Social Security/Medicare	25
Workers Compensation	26
Education Reimbursement	27
Longevity	27
Bereavement Leave	28
Domestic Violence Leave	28
Jury Duty and Court Appearances	29
Military Leave	29
Personal Absence (a/k/a Sick Leave)	33
Pregnancy Related Absences	34
Unpaid Leave of Absence	34
Vacation Leave	35
Donated Leave Time	36
Access to Employee Files	36
Employment Applications	36

Job Descriptions	36
Personal Data Changes	37
Wages and Performance Evaluations	37
Corrective Action	37
Employee Conduct	37
Progressive Form of Disciplinary Action	38
Resignations and Terminations	39
Return of Property	41
Tardiness and Excessive Absenteeism	41
Termination due to Medical Reasons	41

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.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Office of the Town Manager

Meeting Date: November 4, 2024
Subject: Accept grant agreement with Florida Conservation Trust for the purchase of the Priest property not to exceed 70% of the final costs or \$1,054,427 and authorize the mayor to sign

Mayor & Commissioners:

In early 2024 the town submitted to the Florida Conservation Trust an application for grant funding to reimburse the town for a portion of the amount that the town had spent on the purchase of the Priest property for conservation and preservation.

The grant was awarded to Ocean Ridge as part of the FY 25 funding cycle and will reimburse seventy percent (70%) or \$1,054,427. The State Department of Environmental Protection has sent the town the grant agreement that needs to be accepted and authorized for the mayor to sign.

The town attorney has reviewed the agreement and does not recommend any changes. The agreement must be signed and submitted to the state before December 2, 2024.

Respectfully,



Lynne Ladner, ICMA-CM, SHRM-SCP
Town Manager

DEP AGREEMENT NUMBER: F2405
FCT PROJECT NUMBER: 23-005-FF24
PROJECT NAME: LAGOON CONSERVATION PROPERTY
CSFA NUMBER: 37.078

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is entered into by and between the FLORIDA COMMUNITIES TRUST (“FCT”), a non-regulatory agency and instrumentality within the State of Florida, Department of Environmental Protection (“Department”), and the Town of Ocean Ridge, a Florida local government (“Recipient”). All capitalized terms are used as they are defined in Rules 62-818 and 62-819, Florida Administrative Code (“F.A.C.”).

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE FOLLOWING:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the lands acquired under the Florida Communities Trust Act (“Project Sites”). These terms and conditions are necessary to ensure compliance with Florida law and provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes (“F.S.”).

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a non-regulatory agency within the Department to assist local governments in conserving natural resources, resolving land use conflicts, and implementing and bringing into compliance the conservation, recreation and open space, and coastal elements of their comprehensive plans by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act.

WHEREAS, Rule 62-818, F.A.C. sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 62-819, F.A.C. sets forth the acquisition procedures.

WHEREAS, on August 14, 2024, the FCT Governing Board approved selected projects to receive approval for funding.

WHEREAS, the Recipient’s Project (“Project”), described in an application submitted for evaluation, was selected for funding in accordance with Rule 62-818, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application.

WHEREAS, Rule 62-818.009, F.A.C. authorizes FCT to impose conditions on those FCT applicants whose projects are selected for funding.

WHEREAS, the purpose of this Agreement is to set forth the condition(s) that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds, specify the restrictions imposed on the Project Site, and establish the site management requirements for the Project Site after its acquisition.

NOW THEREFORE, FCT and Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement will begin upon execution by both Parties and, will remain in effect unless the Agreement is released by FCT pursuant to the terms of the Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and the rules and statutes governing the program. FCT agrees to make funding under this Agreement available for one year after the date of execution, unless extended or terminated earlier.

2. FCT may extend funding under this Agreement beyond one year if the Recipient demonstrates that it has made significant progress toward approval of the Project Plan or that extenuating circumstances beyond the Recipient's control warrant an extension of time. Recipient must request an extension in writing, fully explaining the reasons for the delay and why the extension is necessary. A written request for an extension must be submitted prior to the date funding expires.

FCT may, in its sole discretion, consent to an extension of funding under this Agreement. The decision to consent to an extension and the length of the extension will depend upon an analysis of various factors, including the needs and goals of FCT; the ability and willingness of Recipient to perform under the terms of this Agreement; the good standing of the Recipient (including any entity related to or affiliated with Recipient); the Recipient's past record of performance, including submission of required reports and audits (as applicable); and other factors relevant to FCT mandates. FCT, in its sole discretion, reserves the right not to extend funding under this Agreement beyond the initial term.

If the Recipient does not request a written funding extension, or if a requested written funding extension is not granted by FCT, the Recipient's FCT Award will be rescinded and this Agreement will terminate pursuant to its terms and conditions.

II. MODIFICATION OF AGREEMENT

Either Party may request modification(s) of the provisions of this Agreement at any time. Changes that are mutually agreed upon will be valid only when reduced to writing and duly signed by each of the Parties. Such amendments will be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement must be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399 within 45 days of receipt by the Recipient. If the Recipient requires more than one original document, the Recipient may photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT will execute the Agreements, retain one original copy, and return all other executed copies to the Recipient.

2. The Recipient and/or its representatives will adhere to all Project deadlines and devise a method for monitoring the Project. FCT will strictly enforce the deadlines provided by

this Agreement in addition to any deadlines associated with any FCT activity relating to the Project. **Recipient's failure to comply with Project deadlines may cause FCT to terminate this Agreement.**

3. The Recipient must submit the documentation required by this Agreement to FCT as soon as possible so that FCT may reimburse the Project Costs in an expeditious manner.

4. Upon FCT's request, the Recipient must provide a status report of its progress toward applying for reimbursement of the Project Costs.

5. The Recipient must develop the Project Site in accordance with the FCT Grant Agreement and open the developed Project Site to the public within three (3) years of the date of final disbursement of the FCT Award. The Recipient may request an extension of this provision by requesting a modification or revision to the approved Management Plan by submitting a written request to the Trust pursuant to Rule 62-818.011(3), F.A.C.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever Award granted to the Recipient ("FCT Award") will in no event exceed **Seventy percent (70%)** of the final Project Costs, as more fully defined in Rule 62-818.002(33), F.A.C., or **One Million Fifty-Four Thousand Four Hundred and Twenty-Seven dollars (\$1,054,427.00)**, and is subject to adjustment pursuant to Article IV, paragraph 2. The Recipient will be reimbursed, as outlined in this Agreement, for eligible costs as defined in Rule 62-818.002(33), F.A.C., and identified in the Project Plan. FCT will not participate in Project Costs that exceed the grant award amount.

2. The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 62-818.003(7), F.A.C., and advertised in the Notice of Application. When disbursing the FCT Award, FCT will recognize only those Project Costs consistent with the definition in Rule 62-818.002(33), F.A.C.

3. FCT will participate in the land cost at either a percentage of the actual purchase price or the maximum reimbursement amount, whichever is less. The maximum reimbursement amount is established by the approved appraised value of the property as established by Rules 18-1.006 and 18-1.007, F.A.C. If the Recipient purchased the property for more than the approved appraised value, FCT can only reimburse a percentage of the appraised value (the percentage indicated in the Recipient's application). If the Recipient purchased the property without obtaining an appraisal, the Recipient is required to obtain appraisals pursuant to Rule 62-819.007, F.A.C., to determine the value of the property before the acquisition.

4. The FCT Award will be delivered either in the form of Project Costs to the Recipient or prepaid by FCT to vendors if additional due diligence products are required, in the form of a State of Florida warrant or by electronic funds transfer (EFT). If the Recipient is required to obtain additional due diligence products (e.g. appraisals, appraisal reviews, surveys, title information, and the like), the cost of those products will be deducted from the final disbursement amount.

5. FCT will prepare a grant reconciliation statement showing the amount of Match provided by the Recipient (as applicable and if any is required) and showing the amount of the FCT Award. The grant reconciliation statement will reflect funds expended by FCT for Project Costs as part of the FCT Award.

6. If a Match is required, it must be delivered in an approved form as provided in Rule 62-818.002(25), F.A.C. Funds expended by the Recipient for Project Costs will be recognized in the Match amount on the grant reconciliation statement.

7. By executing this Agreement, the Recipient affirms that it is ready, willing, and able to provide any required Match.

8. If the Recipient is the local government having jurisdiction over the Project Site, and the Recipient takes action that results in a governmentally derived higher Project Site land value because of an “enhanced highest and best use,” FCT will terminate acquisition activities unless the Seller demonstrates that the appraisal(s) were based on the “highest and best use” for the Project Site prior to the FCT Governing Board selection meeting. Alternatively, the Recipient can arrange for new appraisals based on the previous highest and best use.

9. FCT’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of FCT if the Legislature reduces or eliminates appropriations.

10. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted or received for one project may not be used to support another project. Where a Recipient's or subrecipient's accounting system cannot comply with this requirement, the Recipient or subrecipient must establish a system to provide adequate fund accountability for each project it has been awarded.

11. If FCT finds that funds have been commingled, FCT has the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Agreement. The Recipient, upon written notification from FCT, must refund the amount of money demanded. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the original payment(s) are received from FCT by the Recipient to the date repayment is made by the Recipient to FCT.

12. If the Recipient recovers costs from another source that were incurred under this Agreement and reimbursed by FCT, the Recipient must reimburse FCT for all recovered funds. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the dates the payments are recovered by the Recipient to the date repayment is made to FCT by the Recipient.

13. FCT must approve the terms under which the interest in land was acquired pursuant to Section 380.510(3), F.S. Pursuant to Section 380.510(7), F.S., all deeds with respect to any real property acquired with funds received by the FCT from the Florida Forever Trust Fund must contain covenants and restrictions sufficient to ensure that the use of such real property at all times complies with Section 28, Article X of the State Constitution and must contain a reversion, conveyance, or termination clause that vests title in the Board of Trustees of the Internal Improvement Trust Fund if any of the covenants or restrictions are violated by the titleholder or by some third party with the knowledge of the titleholder. For pre-acquired project sites where the deed did not contain the required provisions the grantee must record a new deed containing these restrictions.

14. All real property must be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-818.002(46), F.A. C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

V. NOTICE AND CONTACT

1. All notices between the Parties will be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by Recipient to:

Florida Communities Trust
3900 Commonwealth Boulevard, MS#115
Tallahassee, FL 32399
Telephone: 850-245-2501
Email: floridacommunitiestrust@floridadep.gov

2. All contact and correspondence from FCT to the Recipient will be through the key contact as required by Rules 62-818 and 62-819, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the Project:

Name: Lynne Ladner
Organization: Town of Ocean Ridge
Title: Town Manager
Address: 6450 N. Ocean Boulevard
Ocean Ridge, FL 33435
Telephone: 561-732-2635 ext. 14
E-mail: lladner@oceanridgeflorida.com

3. The Recipient authorizes the administrator, employee, officer, or representative named in this paragraph, as Recipient's agent, to execute all documents connected to this Project on behalf of the Recipient, including this Agreement, any addenda, purchase agreement(s) for the

property, the grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and the Dedication of Public Use and Declaration of Restrictive Covenants.

Name: Lynne Ladner
Organization: Town of Ocean Ridge
Title: Town Manager
Address: 6450 N. Ocean Boulevard, Ocean Ridge, FL 33435
Telephone: 561-732-2635 ext. 14
Facsimile: 561-737-8359
E-mail: lladner@oceanridgeflorida.com

4. If different representatives or addresses are designated for **NOTICE AND CONTACT**, specified herein, after execution of this Agreement, notice of the changes must be rendered to FCT as provided in **NOTICE AND CONTACT**, paragraph V.1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is **596020337-004**.

VI. ACQUISITION DOCUMENTATION REQUIREMENTS

The Recipient must submit the following documents associated with the acquisition of the parcel(s) to FCT within 180 days of the execution of this Agreement:

1. An executed copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between the Recipient and William P. Priest Trust, Priest Irrevocable Trust.

2. An executed copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).

3. A copy of the recorded deed(s) conveying title of the parcel(s) to the Recipient.

4. A copy of the appraisals of the parcel(s) required by Rule 62-819.007, F.A.C. FCT may review the appraisals and other documentation and, upon approval, FCT will determine the maximum reimbursement amount as provided in Chapters 62-818 and 62-819, F.A.C.

5. Unless the requirement has been waived, a copy of a Certified Survey of the parcels that meet the requirements of Chapter 62-819, F.A.C., and are dated within ninety (90) days of the date the Recipient acquired the parcels.

6. Copies of all title insurance commitments, including supporting documents, and title insurance policies, including any endorsements, issued in furtherance of the Recipient's acquisition of the parcel(s). Such policies must meet the requirements of Rule 62-819.005, F.A.C.

7. A copy of environmental site assessments (ESA) of the parcels, certified to the Recipient, that meet the standards and requirements of American Society for Testing and Materials ("ASTM") Practice E 1527, and with a date of certification within 90 days of the date of acquisition

of the parcel(s) by the Recipient, together with the statement required by Rule 62-819.012(4), F.A.C.

VII. SPECIAL MANAGEMENT CONDITIONS

Based on the Management Plan, points awarded in scoring the application, and observations made by FCT staff during the site visit described in Rule 62-818.009, F.A.C., the Recipient is required to provide the following:

1. FCT Sign - The Recipient must maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site and visible to the public. The sign must include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program and the Town of Ocean Ridge. The sign should include the date the site was acquired.
2. Education Programs - The Recipient must provide at least six regularly scheduled environmental or historical education classes or programs per year at the Project Site conducted by trained educators or resource professionals.
3. Listed Species Habitat - The Recipient must manage the Project Site in a manner that protects habitat recognized as typically suitable for one or more listed animal species.
4. Water Quality Facility - The Recipient must improve the quality of surface waters or address current flooding problems occurring on, adjacent to, or close to the Project Site. The water quality facility must be designed to have a park-like or natural setting.
5. Coordination - The Recipient must coordinate management of the Project Site with the adjacent conservation lands owned by the Town of Ocean Ridge and Palm Beach County.
6. Ecological Corridor - The Recipient must protect and manage the Project Site as part of an ecological corridor within the designated Lake Worth Lagoon.

VIII. DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTERS 259 AND 380, PART III, F.S.

1. Each parcel in the Project Site will be subject to a Dedication of Public Use and Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; Section 11(e), Article VII of the Florida Constitution. *The Dedication to Public Use and Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon failure to comply with any of the covenants and restrictions, as further described below.*

2. The Dedication to Public Use and Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Dedication to Public Use and Declaration of Restrictive Covenants must be executed by FCT and the Recipient at the time of grant disbursement and must be recorded by the Recipient in the public records of the county(s) where the Project Site is located within 45 days of receipt of the FCT Award.

3. If any essential term or condition of the Dedication to Public Use and Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient will be notified of the violation by written notice given by electronic mail, personal delivery, registered mail, or registered expedited service. The Recipient must diligently proceed to cure the violation and will complete the cure within thirty (30) days after receipt of notice of the violation. If the problem cannot reasonably be cured within the specified thirty (30) days, the Recipient may submit a written request to FCT for an extension. The request must include the status of the current activity, the reasons for the delay, and a time frame for the completion of the cure. FCT will respond within thirty (30) days of receiving the request, and approval of the request will not be unreasonably withheld. It is FCT's position that all curing activities must be completed within one hundred twenty (120) days of the Recipient's notification of the violation. If the Recipient can demonstrate extenuating circumstances that justify a greater extension of time to complete the activities, FCT will consider the request. If the Recipient fails to correct the violation within either (a) the initial thirty (30) days or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site must be conveyed to the Trustees. FCT will treat such property in accordance with Section 380.508(4), F.S.

IX. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient must submit to FCT and have approved a Management Plan that complies with Rule 62-818.011, F.A.C., and addresses the criteria and conditions set forth in Articles VII, XII, XIII herein.

2. The Management Plan outlines how the Project Site will be managed to further the purposes of the Project and outlines the terms and conditions of this Agreement. The Management Plan should include the following types of information:

- a. An introduction containing the Project name, location, and other background information.
- b. The Recipient's purpose for acquiring the Project Site and a prioritized list of management objectives.
- c. A discussion of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.
- d. A description of all proposed uses including existing and proposed physical improvements.

e. A description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements, and any natural resource restoration or enhancement areas.

g. The identification and protection of known cultural or historical resources.

h. A description of proposed educational displays and programs the Recipient will offer, if applicable.

i. A description of how the Recipient will coordinate management of the site with other agencies and public lands, if applicable.

j. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

l. Coordination plan to allow for safe public access (except for designated construction zones) to the Project Site. The Recipient is responsible for maintaining the sections of the Project Site that are safe and not under construction open and accessible to the public.

3. If the Recipient is not the proposed managing entity, the Management Plan must include a signed management agreement between the Recipient and the managing entity providing criteria for site management and identifying the source of management funding. The managing entity must comply with the approved Management Plan. The Recipient is ultimately responsible for overseeing compliance with the Management Plan and the fulfillment of all Management Plan terms and is liable for any violations of the Management Plan.

4. If the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.

5. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient may be required to provide FCT with Reasonable Assurance, pursuant to Rule 62-818.002(36), F.A.C., that it has the financial resources, background, qualifications, and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one local government, FCT requires the Recipient to do one, or more, of the following: (i) post a performance or other bond in an amount sufficient to ensure that the Project Site is reasonably and professionally managed in perpetuity; (ii) establish an endowment or other

fund in an amount sufficient to ensure performance; (iii) provide a guaranty or pledge by the local government having jurisdiction over the Project Site requiring the local government to take over the responsibility for management of the Project Site in the event the Recipient is unable to; (iv) require the local government to be a named co-signer on the Dedication to Public Use and Declaration of Restrictive Covenants; or (v) provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

6. The Recipient must, through its agents and employees, prevent any use of the Project Site that is not in conformity with the FCT-approved Management Plan.

7. As required by Rule 62-818.013, F.A.C., after FCT reimbursement of Project Costs, the Recipient must prepare and submit to FCT a stewardship report that documents the progress made toward implementing the Management Plan. Initially the Recipient must submit the report annually, but after completion of the Project the Trust may, in its discretion, transfer the report to a five-year review schedule.

X. PROJECT PLAN APPROVAL

1. Prior to the final disbursement of the FCT Award, the Recipient will submit a Project Plan that complies with Rule 62-819.011, F.A.C. FCT will not consider the Project Plan unless it is organized with a table of contents and includes the documents required by Rule 62-819.011, F.A.C. to ensure that the interests of the State of Florida will be protected:

- a. A purchase agreement for acquisition of the Project Site, executed by the Owner(s) and the Recipient, based on one or more appraisals prepared consistent with Chapters 62-819 and 18-1, F.A.C.
- b. A letter from the FCT indicating approval of the Management Plan.
- c. A statement of the total Project Costs as defined in Chapter 62-818, F.A.C.
- d. A statement of the amount of the FCT Award being requested.
- e. Supporting documentation that Recipient has satisfied any conditions imposed as part of the FCT Grant Agreement.
 - i. All invoices for approved Project Costs, with proof of payment, must be submitted to FCT Grant Manager and be in a detail sufficient for a proper pre-audit and post-audit thereof.
 - ii. Rule 62-818.002(33), F.A.C. states that reasonable real estate fees or commissions that do not exceed \$10,000.00 are eligible Project Costs. To maximize the Florida Forever funds for land acquisition, FCT will closely review each request for real estate fees or commissions to determine if the fee or commission is reasonable. FCT will not reimburse or pay any portion of real

estate fees or commissions that FCT determines to be unreasonable. Recipient will be financially responsible for the portion of the real estate fees or commissions not paid by FCT.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil, or regulatory violations imposed on the Project Site by any governmental body or agency.

g. Additional documentation requested by the FCT staff as reasonable assurance that the Recipient will be able to fulfill its obligations under the Grant Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and Chapter 62-818, F.A.C.

2. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to submitting it for approval.

3. FCT will not reimburse Project Costs until after FCT approval of the Project Plan.

XI. REIMBURSEMENT REQUIREMENTS

Upon FCT's approval of the Project Plan and the required reimbursement documents, the FCT will provide the Recipient with the Grant Reconciliation Statement indicating the amount of funds to be reimbursed by FCT.

Recipient will install for permanent display, one sign recognizing FCT's role in the acquisition of the Project Site prior to submittal of the project plan. Recipient will deliver a color photograph of the installed FCT Project sign to the FCT.

XII. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site must be conveyed to the Trustees.

3. Within one year of the execution of this Agreement, the Recipient will ensure that the future land use and zoning designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. Recipient's failure to obtain the required future land use and zoning designation dedicated to open space, conservation, or outdoor recreation uses, or obtain a variance or other approval that permits the use of the Project Site as an open space, conservation, or for outdoor recreation use in accordance with the Management Plan, will constitute a violation of an essential term of the Award.

4. FCT staff or its duly authorized representatives will have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

XIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF STATE FUNDS

1. FCT is authorized by Section 380.510, F.S. to impose conditions for funding on the Recipient in order to ensure that the Project complies with the requirements under law.

2. The Recipient agrees and acknowledges that the transactions, events, and circumstances itemized below (collectively, the “disallowable activities”) may violate the covenants and restrictions imposed on the site:

- a. Any sale or lease of any interest in the Project Site.
- b. The operation of any concession on the Project Site without FCT approval.
- c. Any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site.
- d. Any use of the Project Site other than use by the public.
- e. A management contract for the Project Site without an FCT-approved management agreement.
- f. Other activity that may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, **the Recipient will provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days** in advance of any such transactions, events, or circumstances, and will provide to FCT such information as FCT reasonably requests in order to evaluate for approval or denial the legal consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient will immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT has the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE IN

NO WAY RELIEVES THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XIV. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient will maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. FCT, the Department, the State, or their authorized representatives will have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Recipient must require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee will provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but is not limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee will retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

a. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Recipient will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. FCT personnel will be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Recipient will provide access to any location or facility where Recipient is performing work, or storing or staging equipment, materials, or documents;

ii. Recipient will permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

iii. Recipient will allow and facilitate sampling and monitoring of any substances, soils, materials, or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. In addition to the requirements of the preceding paragraph, the Recipient will comply with the applicable provisions contained in **Attachment A, Special Audit Requirements. Exhibit 1 to Attachment A** summarizes the funding sources supporting the Agreement for purposes of assisting the Recipient in complying with the requirements

of **Attachment A**. A revised copy of **Exhibit 1** must be provided to the Recipient for each amendment that authorizes a funding increase or decrease. If the Recipient fails to receive a revised copy of **Exhibit 1**, the Recipient must notify the key contact with FCT to request a copy of the updated information.

d. The Recipient is hereby advised that the Federal and/or Florida Single Audit Act Requirements may apply to lower tier transactions resulting from this Agreement. The Recipient will consider the type of financial assistance (federal and/or state) identified in **Attachment A, Exhibit 1** when making this determination. For state financial assistance, the Recipient will use the form entitled “Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination” (form number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Recipient should confer with its chief financial officer, audit director, or contact the FCT for assistance with questions pertaining to the applicability of these requirements.

XV. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement because of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any Defaults occur, as described below, all obligations on the part of FCT to make any further payment of funds hereunder will terminate and FCT may exercise any of the remedies set forth herein. If FCT makes any payments or parts of payments after an Event of Default, such payment will not waive FCT’s right to exercise such remedies and will not obligate FCT to make any further payments.

2. The following actions constitute a Default:

a. If FCT finds that any warranty or representation made by the Recipient in this Agreement, or in any document provided to FCT, is false or misleading in any respect.

b. If the Recipient fails to perform any of the terms or covenants contained in this Agreement and has not cured such failure in timely fashion, or is unable or unwilling to meet its obligations hereunder; or

c. If any material adverse change in the Recipient’s financial condition occurs during the term of this Agreement and the Recipient fails to cure the material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT; or

d. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete, or insufficient information; or

e. If the Recipient fails to perform any of its obligations under this Agreement in a timely fashion; or

f. If the Recipient fails to comply with Project deadlines set forth in the approved Management Plan; or

g. If the Recipient fails to keep the Project Site open to the public.

3. Upon the happening of a Default, FCT may, after giving thirty (30) calendar days' notice, exercise any one or more of the following remedies, either concurrently or consecutively. The pursuit of any one of the following remedies will not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) calendar days' prior written notice of such termination. The notice will be effective upon the date of the letter. Notification will be given pursuant to Section V.

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of the FCT Award.

d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.

e. Exercise any other rights or remedies that are otherwise available under law, including, those described in paragraph VIII.3.

4. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause may include, but is not limited to: default; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended.

5. FCT may terminate this Agreement if it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds.

6. The Recipient may request termination of this Agreement before reimbursement by a written request fully describing the circumstances that compel the Recipient to terminate the Project. A request for termination must be provided to FCT in a manner described in paragraph V.1.

XVI. PUBLIC RECORDS ACCESS

1. Recipient must comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Recipient must keep and maintain public records required by the FCT to perform the services under this Agreement.

2. This Agreement may be unilaterally canceled by the FCT for refusal by the Recipient to either provide to the FCT upon request, or to allow inspection and copying, of all public records made or received by the Recipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

3. If Recipient meets the definition of “Contractor” found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the FCT. If the FCT does not possess the requested records, the FCT will immediately notify the Recipient of the request, and the Recipient must provide the records to the FCT or allow the records to be inspected or copied within a reasonable time. If Recipient fails to provide the public records to the FCT within a reasonable time, the Recipient may be subject to penalties under Section 119.10, F.S.

b. Upon request from the FCT’s custodian of public records, Recipient must provide the FCT 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, F.S., or as otherwise provided by law.

c. Recipient must identify and ensure that all 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 Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the FCT.

d. Upon completion of the Agreement, Recipient must transfer, at no cost to FCT, all public records in possession of Recipient or keep and maintain public records required by the FCT to perform the services under this Agreement. If the Recipient transfers all public records to the FCT upon completion of the Agreement, the Recipient may destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient must meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the FCT, upon request from the FCT’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the FCT.

E. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FCT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

XVII. LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XVIII. SCRUTINIZED COMPANIES

1. In executing this Agreement, the Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

2. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they will become inoperative.

XIX. STANDARD CONDITIONS

1. The Recipient and all its agents will comply with all federal, state, and local regulations, including but not limited to, nondiscrimination, wages, social security, workers'

compensation, licenses, and registration requirements. The Recipient will include this provision in all subcontracts issued as a result of this Agreement.

2. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, will be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

3. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida.

4. Any dispute concerning performance of the Agreement will be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

5. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

6. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory list:

a. 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 Grantee, supplier, subcontractor, or 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

b. An entity or affiliate who has been placed on the discriminatory vendor list 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. The Grantee must notify the FCT if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website.

Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

7. The Recipient agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Recipient and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Recipient must comply with Sections 11.062 and 216.347, F.S.

8. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation is cause for unilateral cancellation of this Agreement. The Recipient is responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

9. The Recipient will comply with all applicable federal, state, and local rules and regulations in providing services to the FCT under this Agreement. The Recipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued pursuant to this Agreement.

10. The Recipient will require any subcontractors under this Contract to save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments, or costs for injury to, or death of, any person or persons and for the loss of damage to any property resulting from the use, service, operation, or performance of work under the terms of this Contract resulting from the negligent acts of the subcontractor, or any employees, agents, or representatives of the subcontractor. This provision must be included in any subcontract issued pursuant to this Contract.

11. As a political subdivision of the State of Florida, the Recipient's liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and scope of their employment, the Recipient will not indemnify any entity or person and, then such indemnification is limited to the express terms of Section 768.28, Florida Statutes. The Recipient is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, the Recipient's liability and indemnification obligations in this contract are effective only to the extent expressly required by 768.28, Florida Statutes or other limitations imposed on the Recipient's potential liability under state or federal law.

12. The Recipient, as an independent contractor and not an agent, representative, or employee of the FCT, agrees to carry adequate liability and other appropriate forms of insurance. The FCT has no liability except as specifically provided in this Agreement.

13. This Agreement, and any amendments related to this Agreement, may be executed in counterparts, each of which will be an original and all of which constitutes the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile

transactions, may be used and will have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

14. This Agreement embodies the entire agreement between the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement are only valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

RECIPIENT: TOWN OF OCEAN RIDGE
a Florida local government

FLORIDA COMMUNITIES TRUST,
STATE OF FLORIDA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____

By: _____
Secretary or designee

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
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Attachment	A	Special Audit Requirements (7 Pages)
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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	GAA Line Item 1642 - FIXED CAPITAL OUTLAY LAND ACQUISITION-FLORIDA COMMUNITIES TRUST FROM LAND ACQUISITION TRUST FUND	2023-2024	37.078	Florida Communities Trust (Florida Forever Funded Grant Program)	\$1,054,427.00	084112
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$1,054,427.00	
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¹ Subject to change by Change Order.

² Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Office of the Town Manager

Meeting Date: November 4, 2024
Subject: Accept proposal from RMPK Funding to provide grant administration services for FCT Grant

Mayor & Commissioners:

The town utilized the services of RMPK Funding to assist us with the application process for the Florida Conservation Trust and Florida Department of Environmental Protection grants. The next step after authorizing the grant agreements is to ensure that the town follows all the necessary steps to submit paperwork, enter into agreements, and otherwise administer the grant process.

As the administration can be both time-consuming and meticulously detail-oriented it is in our best interest to partner with an experienced grant administrator to ensure that all steps of the process are completed.

RMPK has provided a quote for grant administration services for \$3,500. It is my recommendation that the commission approve the agreement. As the organization that assisted in obtaining the grant, they are best positioned to understand the project as proposed to the state and ensure that Ocean Ridge meets its obligations under the agreement for the grant.

Respectfully,



Lynne Ladner, ICMA-CM, SHRM-SCP
Town Manager

COST PROPOSAL FOR PROFESSIONAL SERVICES



Date: October 25, 2024

To: Town of Ocean Ridge

6450 N. Ocean Blvd
Ocean Ridge, FL 33435

Attention: Lynne Ladner, Town Manager/Finance Director

Project: FCT Grant Administration

File No.: 2024-345

Description of Services: Grant administration services related for the Florida Communities Trust Grant Project. See attached scope of services.

Compensation: Compensation shall be in the lump sum of Three Thousand Five Hundred Dollars (\$3,500).

Upon your acceptance, a signed copy of this form will serve as your written authorization to proceed with the description of services as noted above.

Thank you very much for this opportunity to be of service to the Town of Ocean Ridge

RMPK Funding

By: 
Ryan A. Ruskay
President

Date: October 25, 2024

APPROVED BY Town of Ocean Ridge

By: _____
Lynne Ladner, Town Manager/Finance
Director

Date: _____

Scope of Services

Grant Management Services

- Act as a liaison between the City and Granter.
- Compile, prepare and submit the necessary commencement and pre-reimbursement documents.
- Prepare and submit quarterly or semi-annual status reports.
- Compile, prepare and submit grant close-out documentation.
- Prepare and submit reimbursement packages and coordinate with the City and the Granter to ensure the accuracy and timeliness of the reimbursement of funds to the community.
- Handle all amendments, requests for time extensions and other situations involving the grant project and its successful completion.
- Coordinate and intend at least one meeting per quarter with City staff for grant management updates

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Office of the Town Manager

Meeting Date: November 4, 2024
Subject: Accept grant agreement with Department of Environmental Protection for the purchase of the Eder property not to exceed 50% of the final costs up to \$200,000 and authorize the mayor to sign

Mayor & Commissioners:

In early 2024 the town submitted to the Florida Department of Environmental Protection an application for grant funding to assist the town with the purchase of additional parcels adjacent to the town hall parcel to continue efforts for the preservation and conservation of additional mangrove areas.

The grant was awarded to Ocean Ridge as part of the FY 25 funding cycle and will reimburse fifty percent (50%) up to \$200,000. The State Department of Environmental Protection has sent the town the grant agreement that needs to be accepted and authorized for the mayor to sign.

The town attorney has reviewed the agreement and does not recommend any changes. The agreement must be signed and submitted to the state.

Respectfully,



Lynne Ladner, ICMA-CM, SHRM-SCP
Town Manager

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Neighborhood Park Acquisition Agreement Number: P5081

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Town of Ocean Ridge Entity Type: Local Government

Grantee Address: 5230 Willing Street. Milton, FL 32570 FEID: 59-1560003

(Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: June 30, 2027

4. Project Number: P25081 Project Location(s): 6450 N Ocean Blvd. Ocean Ridge, FL 33435
(If different from Agreement Number)

Project Description: Park Land Acquisition.

5. Total Amount of Funding: <u>\$200,000</u>	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	Line Item 1829, GAA, FY 24-25	\$ 200,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 200,000.00

Total Amount of Funding + Grantee Match, if any: \$400,000.00

6. Department's Grant Manager Name: <u>La'Datrea Manatee</u> or successor Address: <u>3900 Commonwealth Blvd</u> <u>MS # 585</u> <u>Tallahassee, FL 32399</u> Phone: <u>850-245-2366</u> Email: <u>LaDatrea.Manatee@FloridaDEP.gov</u>	Grantee's Grant Manager Name: <u>Lynne Ladner</u> or successor Address: <u>5230 Willing Street</u> <u>Milton, FL 32570</u> Phone: <u>N/A</u> Email: <u>lladner@oceanridgeflorida.com</u>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Town of Ocean Ridge	GRANTEE
Grantee Name	
By _____	Date Signed _____
<i>(Authorized Signature)</i>	

Print Name and Title of Person Signing	
State of Florida Department of Environmental Protection	DEPARTMENT
By _____	
Secretary or Designee	Date Signed _____
Mara Gambineri, Deputy Secretary for Land and Recreation	
Print Name and Title of Person Signing	

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

1 of 14

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

Attachment 1

2 of 14

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

3 of 14

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

Attachment 1

4 of 14

- subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

Attachment 1

5 of 14

- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

Attachment 1

7 of 14

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

Attachment 1

11 of 14

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

Attachment 1

12 of 14

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.**Attachment 1**

13 of 14

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. P5081**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is **Neighborhood Park Acquisition**. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which the agreement was entered in to, through the date of expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☒	☒	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:

“By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the “Property”) shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement **No. P5081**), summarized in the Memorandum of Grant, which is attached hereto as Exhibit ____ and by reference made a part hereof (hereinafter referred to as the “Restrictive Covenants”). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming

by, through and under the owners) of the Property. The Florida Department of Environmental Protection (“DEP”) shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of **Palm Beach County, Florida**. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of **Palm Beach County, Florida**. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.”

“Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. **P5081**, the total funding amount paid by the State of Florida, the date of acquisition, and the Department’s Grant Manager’s name.”

If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

7. Match Requirements

The Agreement requires at least a **50%** match on the part of the Grantee. Therefore, the Grantee is responsible for providing **\$200,000.00** through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made **on July 1, 2024** or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the **minimum** insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

- | | | |
|--|-------------------|--|
| | \$200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| | \$200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |
- c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
 - d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

Not applicable

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

NONE.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: **Neighborhood Park Acquisition**
Grantee Name: **Town of Ocean Ridge**
FRDAP Project No.: **P25081**
DEP Agreement No.: **P5081**

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at **6450 N Ocean Blvd. Ocean Ridge, FL 33435** and is considered a "**Large Project**" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2026.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$ 200,000.00
Required Grantee Match Amount:	\$ 200,000.00
Total Estimated Project Cost:	\$ 400,000.00
Match Ratio:	50:50

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Department will issue “Notice to Commence” upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Cost for appraisals, appraised review surveys (boundary transport), title searches and project signs are eligible project expenses. Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.	180 calendar days after Execution of Agreement ²	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

	The Grantee may not proceed with Acquisition of the Project until Notice to Commence has been issued.		
TASK 2 2.A. Development of Primary and Support Project Elements, which includes: Park Land Acquisition. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful acquisition of the Project site. Reimbursement shall not exceed the Grant Award Amount, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	Due April 30, 2027, which shall also be the Project Completion Date³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government, or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following <u>Matching</u> Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1829 Fixed Capital Outlay Florida Recreation Development Assistance Grants From General Revenue Fund and Land Acquisition Trust Fund	2024-2025	37.017	Florida Recreation Development Assistance Program	\$200,000	140002

¹ Subject to change by Change Order.

Total Award	\$200,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
- Status Reports.**
- a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
- a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

EXHIBIT A Land and Water Conservation Fund Program Florida Recreation Development Assistance Program Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- ☐ January through April:
- ☐ May through August:
- ☐ September through December:

Due May 5th

Due September 5th

Due January 5th

Final Status Report Date from Project Completion Certification: _____

LIAISON: _____
Signature

_____ Date



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee

Project Name and Number

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$	\$

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Office of the Town Manager

Meeting Date: November 4, 2024
Subject: Approve Resolution 2024-16 A Resolution Of The Town Commission Of The Town Of Ocean Ridge, Florida, Supporting The Procurement And Oversight Of Consultants For The Development Of A Countywide Transportation Plan; Supporting The Formation Of A Technical Advisory Committee For The Same; And Providing For An Effective Date

Mayor & Commissioners:

The county commission and the municipalities throughout Palm Beach County have been having preliminary discussions regarding the need to develop a comprehensive Transportation Plan that considers the current and future needs of all jurisdictions to plan for all methods of transportation into the future.

This resolution supports ensuring that all taxing authorities have input and a say in the procurement of consultants to develop a plan and for the formation of a technical advisory committee.

Respectfully,



Lynne Ladner, ICMA-CM, SHRM-SCP
Town Manager

RESOLUTION NO. 2024-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA, SUPPORTING THE PROCUREMENT AND OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN; SUPPORTING THE FORMATION OF A TECHNICAL ADVISORY COMMITTEE FOR THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the movement of people, goods, and services in, around and throughout Palm Beach County relies on an interconnected transportation network and related transportation services, and

WHEREAS, the transportation network and transportation services are the responsibility of multiple jurisdictions and governmental agencies such as FDOT, Palm Beach County, municipalities, and various taxing districts and authorities, and

WHEREAS, citizens are focused on going to and from their destinations and are mostly unaware of jurisdictional boundaries, ownership responsibilities, and funding sources for these transportation networks and services, and

WHEREAS, the quality, manner, and time required for people, goods, and services to move in the county has tremendous impacts on every aspect of life in Palm Beach County, and

WHEREAS, population growth in recent years has consistently outpaced the existing transportation network's capabilities creating traffic jams, longer travel times, safety issues, extra expenses, and frustration, and;

WHEREAS, population growth is expected to continue to increase for the foreseeable future due to the desirability and quality of life in south Florida and Palm Beach County, and

WHEREAS, a Countywide Transportation Plan is the only way to effectively address the issues involved with the transportation network and services that exist now and, in the future, and

WHEREAS, the Board of County Commissioners, the Town of Ocean Ridge, the other municipalities, and the taxing districts recognize that working together in a constructive and proactive manner is the only way forward for the benefit of all our citizens, and

WHEREAS, expertise in developing a collaborative and comprehensive Countywide Transportation Plan requires the engagement of a Consulting Firm of National/International repute, experience and capabilities, and

WHEREAS, the only entity of which the cities and the County are officially connected for purposes of working together to address issues of a countywide nature is the Intergovernmental Coordination Program (ICP), and

WHEREAS, the ICP is identified in the County and the cities' Comprehensive Plan Intergovernmental Coordination Elements (ICE) and whose membership is memorialized via Interlocal Agreements, and

WHEREAS, the ICP membership also includes the taxing authorities and districts who build and maintain transportation infrastructure, and

WHEREAS, the ICP can provide unified, trusted, and collaborative outcomes instead of ones that are ones weighted towards one side or the other, and

WHEREAS, the ICP will need the full support of the members both at the Policy level (elected officials) and the staff levels in order to make this process work, and;

WHEREAS, the Town Commission finds that joining with fellow municipalities, Palm Beach County, and other local governments in a collaborative process for purposes of developing and creating a true Countywide Transportation Plan is in the best interests of the Village and serves a valid public purpose.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA;

Section 1. The recitals set forth above are incorporated into this Resolution as true findings of fact by the Town Commission.

Section 2. The Town Commission supports the following as necessary for the achievement of a Countywide Transportation Plan:

- 1) The crafting of a Scope of Services by the Palm Beach County City Manager's Association (PBCCMA) through an internal process of which the final version will

be distributed to the County and the municipalities.

- 2) The ICP's Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC) shall serve as the Oversight Board for the Consulting Firm hired to craft the Countywide Transportation Plan providing policy level activities specifically related to the contractual relationship, holding of public meetings with the Consulting Firm, providing direction to IPARC 2.0, facilitating engagement and participation of the ICP membership, and making recommendations to the governing bodies of the County, municipalities and others.
- 3) The formation of an expanded version of the Intergovernmental Plan Amendment Review Committee (IPARC) by adding municipal and County Engineers, Public Works, IT, TPA, FOOT, Tri Rail, Palm Tran, and others as deemed appropriate by MICFEC to serve as the Technical Advisory Committee (TAC). The Technical Advisory Committee, IPARC 2.0, will provide information as required by the Consulting Firm as the subject matter experts and providing input and advice to the Consulting Firm and MICFEC.
- 4) The coordination and processing of the contract with the selected Consulting Firm by use of the County government as the responsible agency for contract administration including but not limited to assuring compliance with the terms and conditions of the contract and invoice processing and payments.

Section 3. This Resolution shall take effect immediately upon 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	_____	_____

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2024.

TOWN OF OCEAN RIDGE, FLORIDA

BY: _____

Geoff Pugh, Mayor

ATTEST:

BY: _____

Kelly Avery, Town Clerk

MEMORANDUM

TO: TOWN COMMISSION

FROM: LYNNE LADNER, TOWN MANAGER

RE: PALM BEACH COUNTY 2024 REVISED LOCAL MITIGATION STRATEGY PLAN ADOPTION

DATE: NOVEMBER 4, 2024

In accordance with the federal Disaster Mitigation Act of 2000, in late 1999 / early 2000, Palm Beach County and its municipalities entered into an Interlocal Agreement to establish guidelines for local hazard mitigation strategies and to approve the Palm Beach County Local Mitigation Strategy (LMS). The Local Mitigation Strategy (LMS) is a unified, coordinated effort among the county and municipal governments to reduce the county's vulnerability to the impacts of identified natural and man-made hazards. Among its primary missions, the LMS serves as a basis for comprehensive mitigation planning, project identification and prioritization, and provides assistance to project sponsors in securing and allocating available federal, state, local, and other disaster mitigation assistance funds. In accordance with Federal guidelines, the LMS has been revised since 1999/2000 (every five (5) years) in 2004, 2009, 2014 and 2019.

On August 12, 2024, Palm Beach County's Division of Emergency Management was notified that the proposed LMS Plan update for 2024 is compliant with federal standards, subject to formal adoption by Palm Beach County and all 39 participating municipalities. The County formally adopted the plan on September 17, 2024. The 2024 Revised LMS Plan can be found on Palm Beach County's Public Safety- Emergency Management website.

Adoption of the 2024 Revised LMS will allow the Town to continue to participate in potential funding through the program.

If you have any questions, please let me know.

RESOLUTION NO. 2024-17

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA, APPROVING AND ADOPTING THE 2024 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR THE PURSUIT OF FUNDING AND IMPLEMENTATION; PROVIDING FOR SUPPORT OF THE LOCAL MITIGATION STRATEGY PROCESS; PROVIDING FOR TRANSMITTAL TO PALM BEACH COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County is susceptible to a variety of natural, technological, and human-caused hazards, including but not limited to, severe weather, hazardous materials incidents, nuclear power plant emergencies, communicable diseases, and domestic security incidents as well as climate change impacts and sea level rise that causes increased inundation, shoreline erosion, flooding from severe weather events, accelerated saltwater contamination of ground water and surface water supplies, and expedited loss of critical habitats, and

WHEREAS, the federal Disaster Mitigation Act of 2000, was enacted to establish a national disaster hazard mitigation program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from disasters, and to assist state, local, and tribal governments in implementing effective hazard mitigation measures to ensure the continuation of critical services and facilities after a natural disaster, and

WHEREAS, as a condition for qualifying for and receiving future federal mitigation assistance funding as well as reimbursement for Presidentially Declared Disasters under the Disaster Mitigation Act of 2000, all local governments must have a Federal Emergency Management Agency (FEMA) approved hazard mitigation plan in place that identifies the hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement plans; and

WHEREAS, Palm Beach County's Local Mitigation Strategy (LMS), in coordination with governmental and non-governmental stakeholders having an interest in reducing the impact of disasters, and with input from the private sector and other members of the public, developed and revised the Palm Beach County Local Mitigation Strategy, which must be updated every five (5) years; and

WHEREAS, the 2024 Revised Local Mitigation Strategy has been approved by the Florida Division of Emergency Management and the FEMA and adopted by the Palm Beach County Board of County Commissioners; and

WHEREAS, the Palm Beach County LMS Steering Committee, consisting of 15 representatives of county and municipal government, non-profits, and private sector entities, recommends the formal adoption of the Palm Beach County 2024 Revised Local Mitigation Strategy, including planned future enhancements described therein, by the County and all participating municipalities; and

WHEREAS, the Town Commission for the Town of Ocean Ridge has determined that approval and adoption of the Palm Beach County 2024 Revised Local Mitigation Strategy is in the public's interest and serves a valid public purpose.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND TOWN COMMISSOIN OF THE TOWN OF OCEAN RIDGE, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Town Commission hereby approves and adopts the 2024 Revised Local Mitigation Strategy Plan in its entirety, as revised by the LMS Steering Committee as submitted to the Palm Beach County Board of County Commissioners, the Florida Division of Emergency Management, and the Federal Emergency Management Agency.

Section 3. The Town Commission authorizes the Town Manager and other appropriate Town officials and staff to pursue available funding opportunities for implementation of proposed mitigation initiatives as described in the 2024 Revised Local Mitigation Strategy Plan and upon receipt of such funding or other necessary resources, seek to implement the actions in accordance with the mitigation strategies as set out by the Loal Mitigation Strategy.

Section 4. The Town of Ocean Ridge will continue to support and participate in the Local Mitigation Strategy planning and implementation process as required by the Federal Emergency Management Agency, the Florida Division of Emergency Management and the Local Mitigation Steering Committee.

Section 5. The Town of Ocean Ridge will consider incorporating climate change concerns, sea level rise, and natural hazards into the local comprehensive plan and into future reviews of flood prevention regulations and zoning codes.

Section 6. This Resolution shall become effective immediately upon adoption.

Commissioner _____ offered the foregoing resolution. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

Passed and adopted in regular session assembled this ___ day of _____ 2024.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
GEOFF PUGH, MAYOR	☐	☐	☐
STEVE COZ, VICE MAYOR	☐	☐	☐
CAROLYN CASSIDY, COMMISSIONER		☐	☐
DAVID HUTCHINS, COMMISSIONER	☐	☐	☐
AINAR AIJALA, COMMISSIONER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2024.

TOWN OF OCEAN RIDGE, FLORIDA

BY:

Geoff Pugh, Mayor

ATTEST:

BY: _____
Kelly Avery, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Christy Goddeau, Town Attorney

Agenda: Monday, November 4, 2024
Memo: Item #18.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Kelly Avery, Town Clerk

Subject: Appointment of Two Alternate Positions with the Planning & Zoning Commission

Commissioners -

As you are aware, we have had 2 Alternate Member resignations from our Planning & Zoning Commission. At the September meeting, you authorized us to accept letters of interest/resumes for the two positions. We have since received two applications for the positions. Please see the attached resumes for your review and consideration.

The interested parties are:

Polly Joa
Jason Sutherland

Staff recommends consideration of the applicants for appointment.

Suggested Motion:

Respectfully,
Kelly Avery, Town Clerk

Polly Joa

35 Hersey Dr

Ocean Ridge FL 33435

561-632-3518

Pjoasouth@comcast.net

PROFILE

I am a full-time resident of Ocean Ridge along with my husband. Ocean Ridge has always been a part of my life as my grandparents had a home in Ocean Ridge before my birth. After working in Manufacturing Purchasing for 25 years I 'retired' and moved into my next phase, serving as 'Army Wife', supporting the work of my career Army husband while being stationed in Colorado and Alaska. Since his retirement we have happily been Ocean Ridge residents.

I previously served on the Board of Adjustments and would like to return to that position.

PROFESSIONAL

Current – Owner and Director of Curt G Joa, Inc. Designers and Builders of Paper Converting Machinery with worldwide sales. Celebrating our 92nd year of family ownership. Sheboygan Falls, Wisconsin.

Previous - 25 years OEM Purchasing Buying experience including Contract Negotiation, ISO9000 Policies and Procedures, Budgeting, EPA Compliance, and Inventory Management. Curt G Joa Inc and Fortune 500 Corporations Newell Brands, Snap-On Tools, and CLARCOR

EDUCATION

Bachelor of Science, Cardinal Stritch University, Milwaukee WI

CPM Certified Purchasing Manager, ISM Certification

VOLUNTEER EXPERIENCE

Ocean Ridge Board of Adjustments

Ocean Ridge Charter Review Committee

Ocean Ridge Garden Club Past Treasurer

American Red Cross, Finance Chair Ft Wainwright Station, Fairbanks Alaska

Army Family Readiness Group, Ft Wainwright, Fairbanks Alaska

President, Newell- Counselor Management Club

MEMBERSHIPS

Ocean Ridge Garden Club

Delray Beach Club

Impact 100

Jason R. Sutherland

28 Harbour Drive S, Ocean Ridge, FL 33435 – Cell: +1 (561) 504-5231 - E-mail: js@algwplc.com

Professional Experience

Alpha Growth, plc

Provider of Advisory Financial Services

May 2023-Present

Executive Director, Chief Operating Officer & Chief Legal Officer

DRB Capital, LLC, Delray Beach, FL

Specialist Purchaser of insurance backed assets

Nov 2014-April 2023

Chief Executive Officer

SVP-Capital Markets

Aug 2020-April 2023

Nov 2014-Aug 2020

- Running a team of 60+ persons for the acquisition and servicing of insurance linked products
- Negotiated, structured and closed the first ever rated placements of mortality linked annuity backed receivables rated AAA by Morningstar totalling \$151mil.
- Negotiated, structured and closed the first ever rated placements of pre-settlement receivables rated A by Egan Jones totalling \$80mil.
- Negotiated, structured and closed a \$30mil working capital line supporting the acquisition of receivables for all divisions of the company.
- Negotiated, structured and closed a \$100mil facility for the acquisition and warehousing of pre-settlement and medical receivables.
- Negotiated, structured and closed two \$50mil facilities for the acquisition and warehousing of pre-settlement and medical receivables.
- Negotiated, structured and closed a \$600mil facility for the acquisition and placement of annuity backed receivables.
- Negotiated, structured and closed a \$50mil facility for the acquisition and warehousing of annuity backed receivables.

Lamington Road Ltd, Dublin, Ireland

Fund structure created in Ireland to maximize tax efficiencies between the US and Ireland for life insurance assets previously acquired by Imperial Finance & Trading Company n/k/a Emergent Capital, Inc.

May 2014-Dec 2017

Vice-President

- Managed all operational, legal and trading decisions regarding over \$3.0bil in life insurance policies

Citadel Financial Ltd, London, UK

Legal & financial consulting firm created in the United Kingdom to provide legal and capital markets solutions for clients located in North America, Europe & Asia.

June 2012 – Sept 2015

Managing Director

- Advised major multinational private equity firm on its planned acquisition of a speciality asset origination firm in the US
- Structured sale of a portfolio of insurance backed products to an investment management firm located in the United Kingdom
- Provided General Counsel and capital markets services for a start-up company specializing in the acquisition of insurance backed products in the US
- Provided General Counsel services for a speciality asset origination firm specializing in the acquisition of oil and shale gas leases in the US
- Acted as US legal advisor for an Asian investment management firm regarding its oil & gas clients
- Represented Aegon NV as an expert witness in a securities law case to a successful result

DLP Funding, Ltd, London, UK

Fund structure created in Ireland to maximize tax efficiencies between the US and Ireland for assets previously acquired by Peach Holdings, LLC that were excluded from the merger with its largest competitor in July 2011.

Aug 2011-Sept 2014

Managing Director

- Created overall legal and tax structure and presently manage over \$1.5bil in insurance backed assets previously purchased by Peach Holdings, LLC
- Manage all operational and trading decisions regarding the assets under management
Restructured credit facilities to streamline the process and create additional liquidity to support the assets under management

Peachtree Asset Management Ltd, London, UK and Luxembourg

Mar 2008 - Aug 2012

Global leader in uncorrelated investments set up by Peach Holdings, LLC in 2008 to provide institutional clients with low risk investment solution with stable returns and uncorrelated to traditional investment markets.

Managing Director, Legal and Operations

Ran company's UK based start-up asset management division and acted as its chief legal counsel. Sought and achieved FSA regulatory approval, established the company's legal and compliance framework as well as dealt with employment issues and all other day to day company operations. Provided key input to company's fundraising efforts and worked closely with regulatory authorities in UK, USA, Cayman Islands, Luxemburg and Ireland to ensure that all regulatory and compliance obligations were met and filings appropriately handled. Negotiated and drafted all agreements with all external service providers to the funds including custodial, investment management, IMA's, ISDA's, confidentiality agreements, distribution agreements, sideletters, brokerage and clearing agreements. Efficiently managed fund operations and platform trading, provided advice to Chief Investment Officer on all business activities as well as handled investor relations and reporting, and all tax reporting and audit issues.

- Developed and established Fund's legal structure that optimised tax efficiencies linked to dual tax treaties between US and offshore jurisdictions as well as developed and led business relations with all third party providers to company's managed funds.
- Advised the company on all legal and regulatory issues related to the funds in their relevant jurisdictions including SEC, FINRA, FSA, CSSF, Cayman and Central Bank of Ireland rules and regulations
- Obtained approval to act as an investment advisor to funds listed on Commerzbank, AG's Systematic Funds platform, a regulated SICAV and innovative fund platform
- Successfully created the American Insurance Strategies Fund (US, Cayman Islands and Luxembourg) to invest in insurance linked assets and had \$30m under management at the time of the merger
- Successfully created the Peachtree Global Non-Correlated Fund, a Luxembourg-based FCP-SIF fund created to invest in mortality linked insurance assets and the American Insurance Strategies Fund (Ireland), a publicly listed fund in Ireland for purchasing insurance backed assets.
- Established and maintained company's anti-fraud protocols and FSA compliant procedures (including MiFID compliance) as well as conducted due diligence on potential providers for assets purchased by company's managed funds and conducted due diligence on new clients wanting to invest in the funds.

Peach Holdings, LLC, Boynton Beach, Florida

Feb 2000 - Aug 2012

Specialist purchaser of insurance backed assets. \$350m market capitalisation, \$150m revenues, 350 employees prior to merger with its largest competitor in July 2011.

Joined the company as a junior litigator and became its second highest ranked lawyer. Member of the management team that grew the company from negative earnings to market capitalization of \$525m, listed it on LSE, subsequently sold it in a public to private transaction to DLJ Merchant Banking Partners and Credit Suisse for \$763m and finally merged it with the largest competitor. Transferred to found and manage the affiliated UK entity while continuing duties for the US operations. Held both US and UK positions till the company merger.

Vice President, Legal Affairs

Effectively delivered diverse range of strategic and operational projects as part of remit structuring products such as warehouse facilities, securitisations, term financing transactions and whole loan sales enabling company to monetise insurance backed assets acquired by company. Controlled project budgets and acted as project leader with sole responsibility for deal executions and closures. Acted as key member of company's internal legal team working on company IPO, drafted prospectus, significantly contributed to due diligence activities and worked on regulatory aspects of IPO for LSE regulatory compliance. Handled portfolio of corporate litigation cases on a nationwide basis. Developed and implemented litigation, discovery, settlement and trial strategies, drafted contracts, discovery, motions, summary judgment briefs, appellate briefs and amicus curiae briefs for state and federal actions. Developed and deployed extensive skills and experience litigating bankruptcies and UCC Article 9 secured transactions. Trained, mentored and supervised associates and outside counsel providing guidance on litigation, settlement and trial strategies as well as coordinated in-house counsel colleagues to ensure consistency in corporate legal positions. Selected projects and achievements:

- Closed three warehouse lines for purchase of life settlements totalling \$750m and four term facilities for purchase of life settlements totalling over \$1.5bn.
- Negotiated and sold tranches of life settlements policies to life settlement funds totalling over \$500m.

- Structured and closed over \$1bn in securitizations AAA rated by Standard and Poor's which were sold into the primary markets.
- Closed \$250m in AAA rated transactions post 2008 regarded as exemplary given economic backdrop.
- Completed initial public offering of Peach Holdings Inc. for \$525m on AiM in March 2006.
- Completed LBO and privatisation of Peach Holdings Inc. with DLJ Merchant Banking Partners and Credit Suisse for \$763m in November 2006.

Powell Goldstein, LLP, Atlanta, GA, USA

Aug 1999 - Feb 2000

Leading law firm the South Eastern United States - merged with Bryan Cave LLP in 2009.

Associate Attorney, Mergers and Acquisitions

- Advised and worked on due diligence for merger of two leading telecommunications companies.
- Advised and worked on GMAC Commercial Mortgage's first securitisation of its commercial loan real estate portfolio with value of \$75 million.
- Completed due diligence on sale of 600 apartment complexes to major real estate investment firm.

Education

- Juris Doctor (New England Law-Boston) 1999
- Bachelors of Arts - History (The University of Georgia-Athens) 1996

Bar Admissions/Licences

- United States Supreme Court
- Eleventh Circuit Court of Appeals
- United States Court of Federal Claims
- New York State Bar
- State Bar of Georgia
- State Bar of Florida (In-house counsel license)
- Georgia Court of Appeals
- Georgia Supreme Court
- United States District Court - Northern District of Georgia
- United States District Court - Middle District of Georgia
- United States District Court - Eastern District of Wisconsin
- Life Insurance licenses in all 50 states

Agenda: Monday, November 4, 2024
Memo: Item #19.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Christy Goddeau, Town Attorney

Subject: Approval on First Reading of Ordinance 2024-02: An Ordinance Of The Town Of Ocean Ridge, Florida, Amending The Land Development Code At Chapter 64, “Zoning”, Article III, “Supplemental Regulations”, Section 64-44, “Fences, Walls And Hedges”, To Clarify The Regulations Regarding Hedges And To Clarify The Landscape Requirements For Walls And Fences Facing And Adjacent To The Public Rights-Of-Way; Providing For Codification, Severability, Conflicts, And An Effective Date

As you may know, the Planning and Zoning Commission has been reviewing issues with various land use and zoning ordinances. The Planning and Zoning Commission recently recommended changes to subsection 64-44(d) regarding the landscaping requirement for walls and fences adjacent to and facing the public rights-of-way. Specifically, the Commission recommended that the Town clarify that the side of the fence or wall facing the public right-of-way satisfies the current requirement of at least 50 percent of the linear distance of the fence or wall to be landscaped. Proposed Ordinance No. 2024-02 makes this clarification. Language was also added to this subsection to ensure future maintenance of such wall or fence landscaping.

In reviewing section 64-44, it was also noted that this section contains the current height limitation on walls and fences in subsection (c). This is the same subsection that was recently mis-interpreted as placing those same walls and fence height limitations on hedges. Thus, the Planning and Zoning Commission also recommends revisions to subsection 64-44(c) to clarify that there is no height limitation on hedges unless otherwise required by the Code (e.g., hedges adjacent to public rights-of-way must be trimmed to ensure safe passage of vehicular traffic and appropriate visual clearances at intersections). Proposed Ordinance No. 2024-02 makes these clarifications.

The Planning and Zoning Commission recommends Ordinance No. 2024-02 for approval by the Town Commission.

If you have any questions, please let me know.

Staff recommends approval of Ord. 2024-02 on First Reading

Suggested Motion: I move to approve Ordinance 2024-02 on First Reading.

Respectfully,
Christy Goddeau, Town Attorney

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE TOWN OF OCEAN RIDGE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE AT CHAPTER 64, “ZONING”, ARTICLE III, “SUPPLEMENTAL REGULATIONS”, SECTION 64-44, “FENCES, WALLS AND HEDGES”, TO CLARIFY THE REGULATIONS REGARDING HEDGES AND TO CLARIFY THE LANDSCAPE REQUIREMENTS FOR WALLS AND FENCES FACING AND ADJACENT TO THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the Town of Ocean Ridge, Florida (“Town”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, section 64-44 of the Town’s Land Development Code provides regulations for fences, walls, and hedges throughout the Town; and

WHEREAS, the Town seeks to clarify the regulations in section 64-44 regarding hedges within the Town and to clarify the landscape regulations regarding walls and fences adjacent to the public rights-of-way; and

WHEREAS, the Town’s Planning and Zoning Commission reviewed this Ordinance at its meeting on October 15, 2024 and found the same is consistent with the Town’s Comprehensive Plan and recommended approval of the Ordinance to the Town Commission; and,

WHEREAS, the Town Commission for the Town of Ocean Ridge finds that this Ordinance is consistent with the Town’s Comprehensive Plan and serves a valid public purpose and is in the best interests of the Town of Ocean Ridge.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA, AS FOLLOWS:

SECTION 1 – Findings of Fact: The **WHEREAS** clauses set forth above are adopted and incorporated herein as true findings of fact of the Town Commission and that this Ordinance is a lawful exercise of the Town’s police power.

SECTION 2 – Amendment: Chapter 64, entitled “Zoning”, Article III, entitled “Supplemental Regulations”, Section 64-44, entitled “Fences, Walls and Hedges”, is hereby amended to read as follows (underline denotes added language; ~~strike through~~ denotes deleted language):

Chapter 64 – ZONING

Article III. – SUPPLEMENTAL REGULATIONS

Sec. 64-44. – Fences, Walls and Hedges:

Sec. 64-44. Fences, walls and hedges.

- (a) In all residential districts, fences, walls and hedges may be erected or maintained along or adjacent to a lot line.
- (b) All tennis courts shall be fenced, and, should such fence be greater than six feet in height, it shall be constructed of material allowing no less than 50 percent light and 50 percent air circulation, shall not be roofed and shall be placed subject to all building setback requirements.
- (c) The height of a wall ~~or, fence or hedge~~ located in the front yard shall be measured on the street side of the wall ~~or, fence or hedge~~ from the top of the ~~wall or, fence or hedge, wall or hedge~~. The height of walls and fences located in the front yard setback shall not exceed four feet in height. The height of a wall ~~or, fence or hedge~~ located in a side or rear yard setback shall be measured on either side of the wall ~~or, fence or hedge~~ from the top of the wall ~~or, fence or hedge~~. Walls and fences located in a side or rear yard setback shall not exceed six feet in height from the lowest grade opposite such point of measurement. Where the grade elevation is different on either side of the wall or fence, and the wall or fence is within five feet of the property line, the wall or fence height may be increased, as measured from the lowest grade, by one-half of the difference in elevations, provided that such increase is constructed of lattice, open bars, or other type of nonsolid material which will permit no less than 50 percent light and 50 percent air circulation. Except as may otherwise be provided for in this Code, there shall be no maximum height for hedges.
- (d) Additional landscaping requirements: In any location where a fence or a wall is placed along or parallel to an improved public right-of-way (roadway or waterway), the following additional landscaping requirements shall apply:
 - (1) Not more than 50 percent of any wall, fence, ~~or hedge~~, or other plant material (measured linearly) shall be within 18 inches from the public right-of-way; and
 - (2) At least 50 percent of the linear distance of any such wall or fence facing the public right-of-way shall be landscaped using plant materials and standards as provided in article IV, landscaping, of chapter 66 of this land development code. Notwithstanding any other requirement of this land development code, such landscaping shall be shown on the site plan furnished to the town for permitting and maintained in accordance with the requirements of this Code.

If at any time, a hedge or other plant material(s) authorized by this section appears to hinder the safe and convenient vehicular or pedestrian movement in the public right-of-way, the Town reserves the right to require all such hedge or other plant material(s) to be trimmed to allow for the safe and convenient flow of vehicular and pedestrian movement in the public right-of-way.

- (e) *Chain link fences; where permitted and prohibited.* No chain link fence shall be permitted to be erected in or across any yard within the town which abuts an improved street or

waterway. Where chain link fences are permitted, they may extend only up to and no further than the setback line of any adjacent yard or portion of the lot which abuts an improved street or waterway. All chain link fences shall be made of or covered in their entirety by vinyl.

- (f) Block walls: No concrete block, or cinder block wall, but not including split face, or other decorative block, shall be erected within the town unless the same shall be finished with stucco with integral color or finished with stucco and painted, or finished with other decorative opaque material so the seams of the blocks are obscured.
- (g) A wall or fence may include lighting or decorative elements which exceed the height limitation herein provided such do not cause off-site lighting or shading effects and do not constitute more than five percent of the cumulative area of the fence.

SECTION 3 - Codification: This Ordinance shall be codified in the Code of Ordinances of the Town of Ocean Ridge, Florida.

SECTION 4 - Repeal of Conflicting Ordinances: All ordinances, resolutions, or parts of ordinances and resolutions in conflict herewith are hereby repealed.

SECTION 5 - Severability: If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 6 - Effective Date: This Ordinance shall become effective immediately upon adoption.

FIRST READING this ____ day of _____, 2024.

SECOND AND FINAL READING this ____ day of _____, 2024.

Commissioner _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

	AYE	NAY
GEOFF PUGH, Mayor	_____	_____
STEVE COZ, Vice Mayor	_____	_____
CAROLYN CASSIDY, Commissioner	_____	_____
DAVID HUTCHINS, Commissioner	_____	_____
AINAR AIJALA JR., Commissioner	_____	_____

The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission of the Town of Ocean Ridge, Florida, on second reading, this ____ day of _____, 2024.

TOWN OF OCEAN RIDGE, FLORIDA

BY: _____
Geoff Pugh, Mayor

ATTEST:

BY: _____
Kelly Avery, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Christy Goddeau, Town Attorney

Agenda: Monday, November 4, 2024
Memo: Item #20.

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

Subject: Town Manager

Ocean Ridge has been very fortunate this year and has not been negatively impacted by any of the hurricanes that have devastated other areas of the county and state this season. The season runs through November 30th and we will remain vigilant to ensure the safety of our community and residents.

As many of our residents are returning for the season our streets and sidewalks are becoming busy with pedestrians and bikers. Please make sure that as you move through the town you are aware of your surroundings and those around you.

November is a busy month, General Election voting will be held at Town Hall on Tuesday, November 5th, Town Hall will be closed on Monday, November 11th for Veterans Day, and Town Hall will be closed on Thursday and Friday, November 28th & 29th for Thanksgiving.

The town will be hosting Light the Lights again this year, mark your calendars for Friday, December 6th from 5 pm to 7 pm.

The police department will be holding the annual toy drive for Guardian Ad Litem. You can drop off your donations from November 1st through December 6th.

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

Septmber 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>		September 2024			
Type	Total	Days- Sgt Roy	Days- Sgt. Choban	Nights- Sgt. Parkerson	Nights- Sgt. Stang
<u>Traffic</u>					
Citations	63	14	6	26	17
Written Warnings	185	45	10	38	42
Parking Tickets/Municipal Warnings	4	2	1	0	1
Traffic Stops	209	62	17	74	56
<u>Arrests:</u>					
S19 Felony	3	0	0	1	2
S18 Misdemeanor	1	0	0	1	0
<u>Telephone Calls Handled by Dispatch:</u>					
<u>SEPTEMBER 2024</u>	<u>Year to Date</u>				
9-1-1	34	477			
Incoming/Non-Emergency	451	3908			
Outgoing/Non-Emergency	127	1295			
Total:	612	5680			
<u>Walk-Ins Handled by Dispatch:</u>			<u>Year to Date</u>		
All		1235			
After Business Hours		687			
Alarm Sign Issuance-	0	1			
Alarm Technician-	10	96			
AOD/Range Use-	3	27			
Burn Permit-	0	2			
Fingerprints-	4	27			
Keys-	1	8			
Pet Tag/Vehicle Decal-	0	21			
Report/Record Request-	6	62			
Vendors-	37	335			
Visitor for Chief-	6	41			
Visitor for Lt or Investigator-	4	32			
Visitor/Info-	102	1191			
Gift/Food donation-	0	16			
Pick up Property/Evidence-	1	21			
Pill Drop-	9	89			

BRINY BREEZES SEPTEMBER 2024

Description	Signal	Count
ON FOOT W/PORTABLE	10108	31
BEACH PATROL	BCHK	5
MEDICAL CALL	S73	6
ILLEGAL PARKING	S90	2
911 PRANK/FALSE/ACCID CALL	S79	1
SPECIAL DETAIL	S15	3
BURGLARY CONVEYANCE	S21C	1
TRESPASS	S51	1
ASSIST OTHER DEPARTMENT	S76	2
TRAFFIC STOPS	1050	1
WELFARE CHECK	S84	1
POLICE SERVICE CALL	S68	1
PROPERTY DAMAGE	S96	1

Total Calls for Service	56
District Checks	203
Total Calls w/ DC's	259

OTHER ACTIVITY

Traffic

Citations	0
Written Warnings	1
Parking Tickets	1

ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 09/01/2024 00:00 Through 09/30/2024 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
10108	ON FOOT W/PORTABLE	67
10109	VEHICLE MAINTENANCE	169
1040	MEAL BREAK	2
1050	TRAFFIC STOP	204
1058	AT STATION	29
1060	ASSIST TO MOTORIST	4
803	VTC OVERGROWN LOT	1
804	VTC SIGNS (ALL)	1
806	VTC WORKING WHEN NOT PERMITTED	5
813	VTC PARKING/DRIVING ON DUNES	1
820	VTC ANIMALS ON BEACH	1
821	VTC DOGS AT LARGE	1
823	VTC CONSTRUCTION SITE	4
824	VTC ALL OTHER	3
832	VTC SLEEPING OUTDOORS	1
BCHK	BEACH PATROL	175
DC	DISTRICT CHECK	1445
HCKH	HOUSE CHECK HAND	445
HCKV	HOUSE CHECK VISUAL	754
S03	HIT AND RUN ACCIDENT	2
S04	AUTO ACCIDENT	2
S08	MISSING PERSON	2
S12	RECKLESS DRIVER	1
S13	SUSPICIOUS INCIDENT	3
S13P	SUSPICIOUS PERSON	7
S13V	SUSPICIOUS VEHICLE	7
S14	INFORMATION	4
S15	SPECIAL DETAIL	34
S25	FIRE/FD ASSIST	1
S30	THEFT	1
S48G	OPEN GARAGE DOOR	7
S49	ALARM	44
S49F	FIRE ALARM	2

ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 09/01/2024 00:00 Through 09/30/2024 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
S51	TRESPASS	2
S68	POLICE SERVICE CALL	26
S70	ANIMAL COMPLAINT	2
S72	LOST/FOUND PROPERTY	2
S73	MEDICAL CALL	5
S76	ASSIST OTHER DEPARTMENT	9
S79	911 PRANK/FALSE/ACCID CALL	4
S80	UNWANTED GUEST	1
S84	WELFARE CHECK	7
S86	LOUD NOISE/MUSIC	1
S89	ASSIST MOTORIST	1
S90	ILLEGAL PARKING	11
S92	TRAFFIC LIGHT PROBLEMS	1
S95	TRAFFIC INCIDENT	2
WD	WIRES DOWN	2
TOTAL ACTIVITY:		3505

September 2024 BOYNTON BEACH FIRE RESCUE REPORT

IncidentNumber	Date	Full Incident Address	Incident City	Station	Shift	Incident Type Description	Total Response Time (Exposure 0)
2411780	9/1/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	B	EMS call, excluding vehicle accident with injury	5
2411930	9/4/2024	Flamingo Dr Briny Breezes	Briny Breezes	Station 4	A	EMS call, excluding vehicle accident with injury	6.7
2411948	9/4/2024	6200 Blk N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	A	Alarm system sounded due to malfunction	5.9
2411956	9/5/2024	Briny Breezes Blvd Briny Breezes	Briny Breezes	Station 4	A	Emergency medical service incident, other	6.6
2411957	9/5/2024	Briny Breezes Blvd Briny Breezes	Briny Breezes	Station 4	A	Emergency medical service incident, other	5.9
2412017	9/6/2024	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	C	EMS call, excluding vehicle accident with injury	4.3
2412168	9/9/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	B	EMS call, excluding vehicle accident with injury	5.3
2412231	9/11/2024	Inlet Cay Dr Ocean Ridge	Ocean Ridge	Station 1	D	EMS call, excluding vehicle accident with injury	6
2412303	9/12/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	A	EMS call, excluding vehicle accident with injury	4.5
2412325	9/13/2024	5550 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	B	EMS call, excluding vehicle accident with injury	5.8
2412352	9/13/2024	6110 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	B	EMS call, excluding vehicle accident with injury	5.7
2412411	9/15/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	D	EMS call, excluding vehicle accident with injury	5.6
2412437	9/15/2024	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	D	EMS call, excluding vehicle accident with injury	5.2
2412450	9/16/2024	5540 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	D	EMS call, excluding vehicle accident with injury	6.6
2412503	9/17/2024	6665 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	B	Smoke detector activation, no fire - unintentional	9.5
2412517	9/17/2024	6000 blk Old Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	B	Alarm system activation, no fire - unintentional	6.4
2412794	9/23/2024	5700 Old Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	D	Emergency medical service incident, other	5.2
2412877	9/24/2024	6711 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	A	EMS call, excluding vehicle accident with injury	5.8
2412926	9/25/2024	Beachway N Ocean Ridge	Ocean Ridge	Station 4	B	Alarm system sounded due to malfunction	5.3
2412937	9/25/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	B	Public service assistance, other	4
2412988	9/26/2024	6550 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	C	EMS call, excluding vehicle accident with injury	6.2
2412992	9/26/2024	Inlet Cay Dr Ocean Ridge	Ocean Ridge	Station 1	C	Power line down	6.8
2413023	9/27/2024	6700 Blk N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	D	EMS call, excluding vehicle accident with injury	5.1
2413075	9/28/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	A	EMS call, excluding vehicle accident with injury	5.1

Ocean Ridge Summary		Briny Breezes Summary	
Medical Calls	10	Medical Calls	8
Fire/Other Calls	5	Fire/Other Calls	1
Total	15	Total	9

Calls exceeding 10 minutes consist of; (0)