AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 6, 2016, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
John O. D'Agostino	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, CMC	—	**Town Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. ***Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.***

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS
1. Economic Development 101 Presentation by Kelly Smallridge of the Business Development Board **Tab 1**

D. PUBLIC COMMENT:
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked

to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

2. Mixed-Use Corridor Joint meeting with the Planning & Zoning Board Workshop minutes of December 9, 2015 Tab 2

3. Executive Session & Regular Commission Meeting Minutes of December 16, 2015 Tab 3

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

4. Ordinance No. 01-2016 Amending Chapter 10, Article IV – Noise Control to better Define the term "Open to the Public". Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV – (NOISE CONTROL) OF THE LAKE PARK CODE, PROVIDING REVISIONS TO SECTION 10-155(4) "EXEMPTIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:

5. Ordinance No. 12-2015 Repealing Chapter 30, Article IV Related to Parking Meters in its Entirety. Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REPEALING CHAPTER 30, ARTICLE IV RELATED TO PARKING METERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Ordinance No. 13-2015 Rezoning of Twenty-One (21) Parcels of Real Property Generally Located East of 10th Street between Silver Beach Road and Northern Drive from Residential-2 to Commercial-1. Amending the Town's Official Zoning Map to Reflect the Assignment of the Commerical-1 Zoning District to the Twenty-One (21) Parcels. Tab 6

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REZONING TWENTY-ONE PARCELS OF REAL PROPERTY GENERALLY LOCATED EAST OF 10th STREET, BETWEEN SILVER BEACH ROAD AND NORTHERN DRIVE FROM RESIDENTIAL-2 TO COMMERCIAL-1; PROVIDING FOR THE AMENDMENT OF THE TOWN'S OFFICIAL ZONING MAP TO REFLECT THE ASSIGNMENT OF THE COMMERCIAL-1 ZONING DISTRICT TO THE TWENTY-ONE PARCELS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

H. NEW BUSINESS:

7. Resolution No. 01-01-16 Ratification of the Collective Bargaining Agreement between

The Town of Lake Park and the Federation of Public Employees for the Period of October 1, 2015 to September 30, 2018 **Tab 7**

8. Resolution No. 02-01-15 Amending the Schedule of Fees for Development and Other Applications by Repealing those fees related to Parking Meters **Tab 8**

9. Approve Terms of the new Agreement with Palm Beach County Regarding the Community Development Block Grant Funded Activities for Fiscal Year 2014, 2015, and 2016. **Tab 9**

10. Authorization to Commence Negotiations with the 'Most Qualified' Civil Engineering Firm for the Replacement of the Town's Stormwater Outfall to the Earman River **Tab 10**

11. First Amendment to the (OLD) Interlocal Agreement for Fire Protection and Emergency Services, Allowing the Agreement to Expire on October 1, 2015 **Tab 11**

12. Approval of Amendment I to Professional Services Contract between the Town of Lake Park and CPZ Architects, Inc. in the Amount of $9,500.00 **Tab 12**

13. Request for Waiver of Rental Deposit and Reduction of Rental Fees for January 16, 2016 Wedding Reception **Tab 13**

14. Setting a joint Town Commission and Planning & Zoning Board workshop date for the Mixed-Use Zoning Overlay District Initiative. **Tab 14**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, January 20, 2016

New Business

TAB 7

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 6, 2016 **Agenda Item No.** Tab 7

Agenda Title: Ratification of the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees for the Period of October 1, 2015 to September 30, 2018

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[x] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 12/22/15

_____
Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: **Human Resources**	**Costs: $ -0-** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **(1) Resolution; 01-01-16** **(2) Copy of the Collective Bargaining Agreement as tentatively agreed to between labor and management for the period of October 1, 2015 to September 30, 2018; (3) Copy of the Collective Bargaining Agreement in final format; and, (4) Copy of the September 25, 2015 letter from the Federation of Public Employees**
Advertised: Date: _____ Paper: _____ **[x] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	**Yes I have notified everyone BMT** or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

During the second week of June 2015, representatives of the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) (the "Union") contacted the Town and initiated the negotiation of a new collective bargaining agreement (the "Agreement") between the Union and the Town since the current Collective Bargaining Agreement between the Town and the Union was due to expire on September 30, 2015.

Such Agreement was collectively bargained with the Union and a Tentative Agreement was reached between management and labor. On September 25, 2015, the Union held a ratification vote and a majority of the bargaining unit members of the Union in attendance voted to accept the proposed Agreement. Copies of the Tentative Agreement are attached in redline format and final format for ease of reference, as well as a copy of the letter from the Union documenting such acceptance.

The purpose of this agenda item is the ratification of the Agreement by Resolution of the Town Commission.

Recommended Motion: Approval of Resolution 01-01-16 ratifying the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) for the period of October 1, 2015 to September 30, 2018, and authorizing the Mayor to execute such Agreement.

RESOLUTION

RESOLUTION NO. 01-01-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RATIFYING THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO) FOR THE PERIOD OF OCTOBER 1, 2015 TO SEPTEMBER 30, 2018; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereinafter "Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO (hereinafter the "Union") negotiated in good faith and reached a Collective Bargaining Agreement (hereinafter the "Agreement") for the term of October 1, 2014 to September 30, 2015, which was approved by the Town Commission on February 4, 2015; and

WHEREAS, such Agreement expired on September 30, 2015; and

WHEREAS, the Town and the Union negotiated a new collective bargaining agreement and initialed on behalf of the Town and the Union respectively a Tentative Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, on September 25, 2015, a majority of the members of the Union in attendance voted to accept the Tentative Agreement between the Town and the Union; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the provisions of the Tentative Agreement and has determined that it is in the best interest of the Town and its covered employees to ratify the Tentative Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby ratifies the Tentative Agreement reached between the Union and the Town for the period of October 1, 2015 to September 30, 2018, a copy of which is attached hereto and incorporated herein as **Exhibit A**, and authorizes and directs the Mayor to execute such Agreement.

Section 3. This Resolution shall become effective immediately upon adoption.

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT AS TENTATIVELY AGREED TO

(in redline format)

COPY

EXHIBIT A

Collective Bargaining Agreement

between

the Town of Lake Park

and

The Federation of Public Employees, a Division of the National Federation of Public and Private Employees, (AFL-CIO)

October 1, 2014~~5~~ — September 30, 2015~~8~~

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town", and the Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO), hereinafter referred to as the "Union".

Union _____
Date: 9-21-15

Town JOD
Date: 9-21-15

ARTICLE I
RECOGNITION

The Town recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) as the exclusive bargaining agent for all regular full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

Operations Technician I, ~~Foreman~~, Foreman General Infrastructure, Sanitation Foreman, Grounds Maintenance Foreman, Custodian, Mechanic I and II, Facilities Mechanic I and II, Facilities Maintenance Worker I, II and III, Grounds Maintenance Worker II, Equipment Operator I, II, and III, Maintenance Worker I, II and III, Irrigation Technician I and II, Traffic Maintenance Technician I and II, Storm Water Technician I and II, Grounds Maintenance Crew Leader, Vehicle Maintenance Foreman, and Dock Attendant. Specifically excluded are all other employees of the Town of Lake Park.

Employees in the certified bargaining unit description under Public Employment Relations Commission (PERC) Certification No. 1504 and as amended on December 21, 2012 are the recognized bargaining unit.

Union _____
Date: 9-21-15

Town JDD
Date: 9-21-15

ARTICLE 2
NON-DISCRIMINATION

Section 1. All references in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2. Neither the Union, its representatives or members, nor the Town, or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his membership or non-membership in any union.

Section 3. Neither the Union, its representatives or members, nor the Town or its representatives shall discriminate against any employee regardless of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

Section 4. The Town and the Union agree that the provisions of this Agreement shall apply to all bargaining unit employees, without regard to race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

Union _____ **Town** JSD
Date: 9-21-15 **Date:** 9.21-15

ARTICLE 3
DUES DEDUCTION

Section 1. Upon receipt of a lawfully executed written authorization form from a bargaining unit employee, the Town agrees to deduct the current regular Union dues from the employee's pay once each pay period and remit such deductions along with each members first, middle and last name, amount of deduction, and the date of deduction to the Union office within fifteen (15) working days from the date of deduction. The Union will notify the Town in writing, thirty (30) days prior to any change in its regular dues structure. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for union dues and uniform Union assessment except for garnishment in accordance with state law.

Section 2. Any member who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation with a copy to the employer, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.

Section 3. The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

Section 4. The Employer will provide to the Union at the Union's office, on an annual basis and as changes, modifications or adjustments, occur, a roster of all employees of this bargaining unit to include first name, middle initial, last name, I.D. #, job classification, date of hire, home address, home telephone number, and work location.

Section 5. The Union shall indemnify and hold the Town harmless against any claim made against the Town by any employee concerning any dispute over the deduction of Union dues.

Section 6. Union deductions including any amounts to the Federal Voluntary Political Action and/or Scholarship Fund shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. Such deductions shall be transmitted to The Federation within thirty (30) days after the deductions have been made. The Town agrees to provide such payroll type codes as are necessary to comply with these provisions. The Federation shall hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by Town to comply or attempt to comply with the provisions of this section.

Union _____
Date: 9-21-15

Town JOD
Date: 9-21-15

ARTICLE 4
UNION BUSINESS

Section 1. The Union may designate two (2) members of the bargaining unit as a Union representative, and (2) members of the bargaining unit as an alternative representative who will be permitted to act as the Union representative in the absence of the designated Union representative, such designation to be in effect during the term of this Agreement. The Union shall advise the Town, in writing, of the names of its bargaining unit representative and alternate at the time the Agreement is executed and within thirty (30) days of the date any changes are made.

Section 2. One bargaining unit representative or alternate, in the absence of the Union representatives, will be allowed up to one (1) hour without loss of pay to discuss a grievance, after obtaining permission from the representative's (or alternative's) supervisor. Such permission shall not be unreasonably withheld, but will not be granted if:

(a) Absence of the employee would jeopardize Town operations,

(b) Absence of the employee would result in overtime,

(c) Absence of the employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of four (4) hours in any calendar month.

Section 3. Any member of the Board of Directors of the Union attending State and National functions of the Union will attend such functions after providing appropriate notice using accrued leave time, due compensatory time, or, if approved, leave without pay.

Section 4. The Union, its members, agents, representative or any person acting on its behalf are hereby prohibited from:

(a) Soliciting public employees during working hours of any employee who is involved in the solicitation.

(b) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

Union _____ **Town** JOD
Date: 9-21-15 **Date:** 9-4-15

ARTICLE 5
BULLETIN BOARD

Section 1. The Town shall furnish space for a bulletin board in the department for the exclusive use of the Union in connection with Union business.

Section 2. Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this section.

Section 3. Any notice placed on the bulletin board shall bear on its face the name of the person responsible for placing such notice or item on the board, and the date of posting.

Union _____ **Town** JDD
Date: 9-21-15 **Date:** 9-21-15

ARTICLE 6
PROHIBITION OF STRIKES

Section 1. Strike definition: "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their-duties of employment with the Town, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment of the rights, privileges, or obligations of their employment or in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collecting bargaining agreement and picketing in furtherance of a work stoppage.

Section 2. The Union agrees not to engage in a strike as defined in Section 1 of this article.

Section 3. Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up and to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

Section 4. In the event of a strike, as defined presently in the Public Employee Relations Act, Section 447.203(6), with the cooperation of the Town Administration, the local representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Town within twenty-four (24) hours after the commencement of such strike, what measure it has taken to comply with the provision or the provisions of this Article.

Section 5. Failure to abide by the terms set forth in this Article shall permit either party to seek recourse in accordance with Florida Statutes Chapter 447.501, Part II (as interpreted by the Public Employees Relations Commission).

Section 6. The Town shall not lock out employees. Lock out is defined as the withholding of employment by the Town from its employees for the purpose of either resisting their demands or gaining a concession from them.

Union _____ **Town** JOD
Date: 9-21-15 **Date:** 9-24-15

ARTICLE 7
MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, in accordance with applicable laws, regulations and provisions of the Handbook of Procedures and Policies for Employees of the Town of Lake Park, hereinafter referred to as the "Employee Handbook", not in conflict with this Agreement, including but not limited to the following:

(a) To manage and direct the employees of the Town.

(b) To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.

(c) To suspend, demote, discharge or take other disciplinary action against employees for cause.

(d) To relieve employees from duties because of lack of work, funds or other legitimate reasons.

(e) To maintain the efficiency of the operations of the Town.

(f) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

(g) To determine the organization to Town Government.

(h) To determine the number of employees to be employed by the Town.

(i) To determine the number, types and grades of positions of employees assigned to an organization unit, department or project.

(j) To determine internal security practices.

(k) To determine matters included in Employee Handbook and Administrative Orders.

Section 2. The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

Section 3. If it is determined that a civil emergency and conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Town Manager or his designee during the period of the declared emergency, provided that pay and other compensation shall not be suspended.

Union _____ **Town** JDD
Date: 9-21-15 **Date:** 9-21-15

Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions, is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.

Section 5. Delivery of Town services in the most efficient, effective and courteous manner is of paramount importance to the Town of Lake Park. Accordingly, Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 6. Those inherent managerial functions, prerogatives and policy making rights which the Town has not expressly modified or restricted by a specific provision of this Agreement, are not in any way directly, or indirectly, subject to the grievance or arbitration procedures contained herein.

Union _____
Date: 9-21-15

Town TOD
Date: 9-21-15

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1. A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member of the Union which involves the interpretation of, application of, or compliance with the provisions of this Agreement. A grievance shall be processed in the following manner:

Step 1 (Informal Meeting) Within five (5) working days of the occurrence of any event, giving rise to a grievance or the affected parties first knowledge of an event that is basis for a grievance, a shop steward and the grievant employee, of the Union will first discuss any grievance informally at Step 1 meeting with his immediate supervisor and seek resolution. If the grievant is a supervisor, the grievance shall be submitted directly at Step 2.

Step 2 If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10) working days of the conclusion of the Step I informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Head on the form attached to this Agreement as Exhibit "B". The Department Head, or in his absence the Department Head's designee, shall meet with the Employee, Shop Steward and/or the Union Business Representative within ten (10) working days of receipt of the written grievance. The Department Head will render a decision in writing within five (5) working days from the Step 2 grievance meeting.

Step 3 Within ten (10) working days from the time that the Union receives, at the Union office, the Department Head's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Head, then the Union shall give notification to file Step 3 grievance with the Town Manager.

The Town Manager or his designee shall convene the Step 3 grievance meeting within ten (10) working days of notification by the Union of its intent to move to Step 3. The Town Manager, or designee, will render a decision in writing within ten (10) working days after the Step 3 meeting.

Step 4 If the grievance is not resolved at Step 3, the Union may file a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of Step 3 answer at the Union office.

Union _____ **Town** JDD
Date: 9-21-15 **Date:** 9-21-15

Section 2. Failure of the Town to respond to a grievance within the time periods set forth in this Article 8 shall result in automatic advancement of the grievance to the next step. Failure of the employee or the Union to comply with the time periods set forth in Article 8 shall result in the grievance being abandoned. However, the parties may mutually agree in writing to extend the time periods herein.

Section 3. When a grievance applies to two or more employees or a discharged employee it shall be presented in writing directly at Step 3 of the Grievance Procedure, within the time limits provided for the submission of a grievance at Step 2 from receipt at the Union Office and shall be signed by the employee (in the case of a discharge only) and the Shop Steward or Union Business Representative on their behalf.

Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator within seven (7) working days after receiving the FMCS panel. The parties further agree that the arbitrator may be notified telephonically of his selection and that the time periods for expedited arbitration set forth herein shall be communicated to the arbitrator at the time he or she is notified of his selection.

Section 5. The cost of the arbitrator's fee and the arbitrator's expenses shall be borne equally by the parties. Each party shall bear its own costs for all other expenses they incur.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

Section 7. In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and if that is determined to be arbitrable, shall rule on the merits of the grievance.

Union _____ **Town** JOD
Date: 9-21-15 **Date:** 9-21-15

ARTICLE 9
DOCUMENTS

Section 1. The Town agrees that an employee shall be given a copy of all material placed in the person's individual file and shall have the right to include written refutation (including witness statements) of any material considered by the employee to be detrimental.

Section 2. The Town agrees that an employee shall have the right to inspect his official personnel record and shall have the right to make copies of this record for his use at no cost to the employee.

Union _____
Date: 9-21-15

Town JOD
Date: 9-21-15

ARTICLE 10
PROMOTIONAL POLICIES

Section 1. The Town will post written announcements of promotional opportunities at least ten (10) working days prior to the closing date for applications. Applications submitted after the closing date shall not be considered.

Section 2. When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications are equal among competing employees, seniority will be the basis of selection. For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position.

Section 3. An employee filling a promotional vacancy shall serve a probationary period of 180 days. If during the trial period the employee cannot satisfactorily perform the duties of the position, the employee shall be returned to his former status with no loss of seniority.

Section 4. If an employee is promoted to a job classification within the bargaining unit, he shall be entitled to a pay increase equal to either the entry level pay or a five percent (5%) increase from their then current salary, whichever is greater.

Union _____
Date: 9-21-15

Town JDD
Date: 9-21-15

ARTICLE 11
PROBATIONARY PERIOD

New employees will be classified as probationary employees for the first six (6) months of continuous employment, during which time such employees may be laid off or discharged and will have no right to grieve or appeal their discharge. The Town agrees that employees who are laid off or discharged during their probationary period shall have the right to discuss their discharge with their immediate supervisor and the Department Head.

Union _____
Date: 9-21-15

Town JOD
Date: 9-21-15

ARTICLE 12
SENIORITY AND LAY-OFF

Section 1. For the purpose of this Agreement, seniority shall be defined as the total length of a regular full-time employee's and a regular part-time employee's continuous service within the bargaining unit recognized by this Agreement. Regular part-time employees shall accrue seniority on a pro-rated basis, based on the number of hours worked (except as provided below). Seniority shall continue to accrue during all types of paid leave approved by the Town, and for the first three (3) months of all other leave approved by the Town. An employee shall lose all seniority only upon any of the following:

(a) resignation;

(b) discharge;

(c) lay off for a period of more than twenty-four (24) months;

(d) retirement;

(e) the expiration of an approved leave of absence of more than one (1) year, if the employee does not return to work;

Section 2. Newly hired probationary employees shall accrue no seniority until they become regular full-time employees, whereupon their seniority will date from the first date of continuous employment.

Section 3. The Town shall establish a seniority list for bargaining unit employees, post the seniority list and provide a copy to the Union Business Representative mailed or facsimiled to the Union office annually and as changes, modifications or adjustments occur or at the same time that any lay-off is announced.

Section 4. The Town Manager shall determine the classification and number of employees to be laid off. When the lay-off occurs, employees shall be laid off in the inverse order of their seniority within the bargaining unit at the time of the lay off.

In the event of a lay-off, the Town will notify the affected employees and the Union in writing at least thirty days prior to the effective date of the lay-off. If thirty days notice is not provided, then the Town will pay the employees the difference between 30 calendar days and the date of notice.

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If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less senior employee into a job for which they are most qualified within the bargaining unit based upon documentation of their qualifications.

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee within the bargaining unit (based upon documentation of their qualifications) shall be retained.

Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall notice will be made by certified mail to the last address on the employee's records. It shall be the employee's obligation to provide a current address to the Town. Recalled employees must notify the Town of their acceptance of recall within five days of receipt of the recall notice

Section 6. Vacation Leave. Vacation scheduling conflicts shall be resolved on the basis of seniority, if notice has been given to the Town of thirty (30) days or more. If less than thirty (30) days notice has been given by the employee, vacation may be approved by the Department Head on a first come, first served basis.

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ARTICLE 13
DRUG FREE WORKPLACE POLICY

Section 1. PURPOSE.

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy and Procedures on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

This policy is established to provide guidelines on handling incidents of alcohol and/or drug abuse as it relates to the workplace, in compliance with the drug-free workplace requirements under the Florida Statutes Workers' Compensation Chapter (Fla. Stat. § 440.101-02). The legislative intent of the Chapter is to promote drug-free workplaces in order for employers to be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees. Further, drug abuse is discouraged under the statute, and employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. To qualify as having established a drug-free workplace program under Chapter 440 and to qualify for discounts provided under section 627.0915, Florida Statutes, and deny medical and indemnity benefits under this chapter, the Town must implement drug testing that conforms to the standards and procedures established in section 440.102. The Town has implemented a drug-free workplace program in accordance with the notice, education, and procedural requirements taken directly from the comprehensive procedures outlined in Florida Statute § 440. 102. Chapter 59A-24 of the Florida Administrative Code, containing the Drug-Free Workplace Standards adopted by the Agency for Health Care Administration, is also hereby incorporated by reference and shall be utilized for all drug testing pursuant to Chapter 440, Florida Statutes.

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Questions concerning the Town's policy should be presented to the Human Resources Director for guidance or clarification.

Section 2. DEFINITIONS.

The definitions set forth in Chapter 440, Florida Statutes, and Chapter 59A-24 Florida Administrative Code will apply to the terms used in this policy. In pertinent part:

a. **Confirmation test, confirmed test, or confirmed drug test** refer to a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

b. **Drug** means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid[1]; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbituarate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.

c. **Drug Rehabilitation Program** means a service provider, established pursuant to s. 397.311(33), Florida Statutes, that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

d. **Drug test or test** refer to any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

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[1] "Drug" is defined herein as defined in Fla. Stat. § 440.102(1)(c). The section 440.102 has not been amended since the passage of Fla. Stat. § 381.986, the legislature has not expressly provided an exception to the definition of "drug" for medically prescribed low-THC Cannabis (as defined in section 381.986). "Drug" is therefore interpreted by the Town as including all cannabinoids, including low-THC Cannabis. However, through section 440.102(1)(l)'s reference to section 893.02 (which defines "cannabis" as excluding low-THC Cannabis), this policy shall treat low-THC Cannabis as a prescription drug, and all appropriate rules and requirements shall apply accordingly.

e. **Initial Drug Test** means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.

f. **Job Applicant** means a person who has applied for a mandatory-testing position. Mandatory testing positions include the following:

- Dock Attendant
- Equipment Operator I
- Equipment Operator II
- Equipment Operator III
- Facilities Mechanic
- Foreman General Infrastructure
- Foreman
- Grounds Maintenance Crew Leader

g. **Medical Review Officer or MRO** mean a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

h. **Prescription or non-prescription medication** refer to drugs or medication obtained pursuant to a prescription as defined by section 893.02[2], Florida Statutes, or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

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[2] As referenced above in subsection (b), defining "drugs" under this Policy, section 893.02 defines "Cannabis" as excluding "low-THC cannabis", as long as the low-THC cannabis is manufactured, possessed, sold, purchased, delivered, distributed, or dispensed in conformance with section 381.986, Florida Statutes. Accordingly, such low-THC cannabis will be evaluated as a prescription drug, and employees must conform with the requirements of section (V)(F) of this Policy.

i. **Reasonable-suspicion drug testing** means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. 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.

j. **Mandatory-testing position** means a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy 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, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to section 110.1127, Florida Statutes, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

k. **Special-risk position** means a position that is required to be filled by a person who is certified under Chapter 633 (Fire Prevention and Control) or Chapter 943 (Department of Law Enforcement), Florida Statutes.

l. **Specimen** means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

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Section 3 NOTICE

a. Prior to testing, an employee or job applicant shall receive proper notice in the form of this Comprehensive Alcohol and Drug Abuse Policy. Additionally, Chapter 59A-24 of the Florida Administrative Code shall be provided upon request.

b. The drugs to be tested for are included in the definition provided above. The following is a list of over-the-counter and prescription drugs which could alter or affect a test result:

   i. Alcohol: all liquid medications containing ethyl alcohol (ethanol). For 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). Check the label of liquid medications for alcohol content.
   ii. Amphetamines: Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
   iii. Cannabinoids: Marinol
   iv. Cocaine: Cocaine HCl topical solution (Roxanne)
   v. Phencyclidine : Not legal by prescription
   vi. Methaqualone: Not legal by prescription
   vii. Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, NOvahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
   viii. Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
   ix. Benzodiazepines: Ativan, Azene, Clonpin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
   x. Methadone: Dolphine, Metadose
   xi. Propoxyphene: Darvocet, Darvon N, Dolene, etc.

This list is not intended to be all-inclusive.

c. The following are the name, address and telephone number of the Town's Employee Assistance Program (EAP) through which substance abuse assessment and counseling services are available to Town employees. The Town will pay the cost of such services if the Town's sponsored EAP program is used:

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Center for Family Services
4101 Parker Avenue
West Palm Beach, FL 33405
Telephone: 561-616-1222 ext. 227

d. The Town has a collective bargaining agreement, which acknowledges the Town's adherence to Fla. Stat. § 440 and requirements for a drug free workplace policy in conjunction with workers' compensation rights. For employees whose positions are covered by the collective bargaining agreement, appeals of disciplinary actions may be brought forth following the procedures set forth in the collective bargaining agreement. More specifically: All regular full-time and regular part-time employees may make an appeal of disciplinary action or other management decision by addressing the appeal to the Employee Complaint Review Committee (ECRC). In the event of an appeal of disciplinary action, the employee may request such an appeal requesting that the ECRC determine the appropriateness of the recommended disciplinary action. Such request shall be submitted in writing to the Human Resources Director within five (5) workdays of the disciplinary recommendation using the prescribed form. The Human Resources Director shall forward the request to the Town Manager who shall submit the request to the ECRC to convene the meeting.

Section 4 WHEN TESTING MAY BE REQUIRED

The Town may require an employee to submit to tests for the presence of drugs after proper notice, under any of the following circumstances:

a. As part of the initial screening process for job applicants applying for special-risk or mandatory-testing positions, as defined above.

b. Whenever an employee's job classification is changed such that the new job classification is a special-risk or mandatory-testing position, as defined above.

c. Whenever Reasonable-Suspicion Drug Testing is warranted, as defined above.

d. As part of routine fitness for duty drug testing for employees in special-risk or mandatory-testing positions.

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The following job positions require a current commercial drivers' license and are subject to routine fitness for duty drug testing every two years:

- Foreman General Infrastructure
- Sanitation Foreman
- Vehicle Maintenance Foreman
- Equipment Operator II
- Equipment Operator III
- Stormwater Technician I
- Stormwater Technician II
- ~~Maintenance Worker II~~
- Maintenance Worker III
- Facilities Maintenance Worker III

For follow-up drug testing, if the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employee is required to submit to a drug test as follow-up to such program, unless the employee voluntarily entered the program. In those cases, the Town has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a two year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

Section 5 DRUG USE PROHIBITIONS FOR ALL EMPLOYEES

Though mandatory testing may only be conducted under the circumstances listed and described above, the following conduct is prohibited for all employees pursuant to the Town's effort to provide a safe, healthy, drug-free workplace and promote a drug-free community:

(a) All employees are prohibited from manufacturing, distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of drugs (as defined in the policy) while on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise performing Town duties away from the Town.

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(b) An employee who is perceived to be under the influence of drugs will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors and will conduct the appropriate drug test if reasonable suspicion is found. The determination of what action is appropriate in each case rests solely with the Town.

(c) Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Head who shall immediately notify the Human Resources Director.

(d) For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.

(e) The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property, or the prescription must be available to be brought in by the employee and made available upon request by the employee's supervisor within a reasonable period of time.

(f) It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

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Section 6 TESTING PROCEDURES AND EMPLOYEE PROTECTION

The following procedure will be used for testing in accordance with this Policy and Chapter 440:

A. A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

B. Specimen collection must be documented and the documentation procedures shall include: (1) labeling specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results; and (2) a form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test but shall be taken into account in interpreting any positive confirmed test result.

C. Specimen collection, storage, and transportation to testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.

D. Each confirmation test conducted shall be conducted by a licensed or certified laboratory pursuant to Chapter 440.

E. A specimen may be taken or collected by: a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment; or a qualified person employed by a licensed or certified laboratory as outlined in Chapter 440.

F. The person who collects or takes a specimen shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.

G. Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative

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appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be tested and for the integrity of the chain of custody during such transfer.

H. Within 5 working days after receipt of a positive confirmed test result from the medical review officer, the Town shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide the employee or job applicant a copy of the test results upon request.

I. Within 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 result, and explaining why the result does not constitute a violation of the employer's policy.

J. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the Town, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the Town to the employee or job applicant; and all such documentation shall be kept confidential by the Town pursuant to Chapter 440 and shall be retained by the Town for at least 1 year.

K. The Town may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.

L. The Town shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.

M. The Town shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the Town.

N. The Town shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the Town, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program.

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Unless otherwise provided by a collective bargaining agreement, the Town may select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.

O. If drug testing is conducted based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the Town pursuant to subsection (8) of Section 440.102, and shall be retained by the employer for at least 1 year.

P. All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Q. Confirmation Testing

1. If an initial drug test is negative, the Town may in its sole discretion seek a confirmation test.
2. Only licensed or certified laboratories may conduct confirmation drug tests.
3. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.
4. If an initial drug test of an employee or job applicant is confirmed as positive, the Town's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

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Section 7 TOWN PROTECTION

a. An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.

b. No physician-patient relationship is created between an employee or job applicant and the Town or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.

c. If an employee or job applicant refuses to submit to a drug test, the Town is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or applicant as otherwise provided in Section 440.102.

Section 8 CONFIDENTIALITY PURSUANT TO SUBSECTION (8) OF SECTION 440.102, FLORIDA STATUTES

d. Except as otherwise provided in this subsection, 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 and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.

e. The Town laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

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f. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.
g. This subsection does not prohibit the Town, an agent of the Town, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.
h. In accordance with Attorney General Opinion 2013-19, drug test results obtained by the Town pursuant to this drug-testing program are not subject to inspection or copying pursuant to a request under Chapter 119, Florida Statutes, Florida's Public Records Law.

Section 9 DRUG TESTING STANDARDS FOR LABORATORIES

The Town will follow the Drug-Testing Standards for Laboratories as outlined in subsection (9) of Section 440.102, Florida Statutes. Also see the drug-testing standards included in Chapter 59A-24 of the Florida Administrative Code, which will be provided upon request.

Section 10 EMPLOYEES TESTING POSITIVE FOR DRUG USE

i. If an employee in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the Town must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.
j. An employee in a special-risk position may be discharged or disciplined by the Town for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the Town, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

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Section 11 ARREST OR CONVICTION FOR DRUG-RELATED CRIME

A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:

1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or other disciplinary action, or the employee may be reinstated depending upon the facts and circumstances.

2. If convicted of a drug-related crime, an employee will be terminated from employment.

3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.

4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.

B. As a condition of continued employment, an employee shall notify the Town of any criminal drug statute arrest or conviction immediately or by the beginning of the next business day.

Section 12 DENIAL OF BENEFITS

The Town shall deny an employee medical or indemnity benefits under Chapter 440 for a violation of the Drug-Free workplace program implemented by the Town.

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Section 13 INVESTIGATIONS/SEARCHES

A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.

B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.

C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

C. Employees will be subject to discipline, up to and including termination of employment for refusing to cooperate with searches or investigations.

Section 14. The Town agrees to reimburse employees for any costs not covered by Town insurance for required physical examinations.

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ARTICLE 14
HOURS OF WORK AND OVERTIME COMPENSATION

Section 1. The normal workweek for full-time bargaining unit employees shall consist of; five (5) eight (8) hour workdays, Monday through Friday, 7:30 a.m. to 4:00 p.m., except the Sanitation Division and the Marina Department, which schedules are already in effect as of October 1, 2008.

Section 2. Overtime shall be authorized and approved in advance by the applicable Department Head only in instances necessary to ensure the efficient operation of Town business. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1&½) times the employee's regular prevailing hourly rate, and paid in the form of money compensation in the employee's next regular paycheck for the period during which the overtime was worked, or compensatory time, at the employee's option.

Time worked for the purposes of calculating overtime shall include holidays and all scheduled leave time.

Section 3. A call back is a request by management to return to work at a time when an employee is not regularly scheduled to work. When an employee is required to return to work at a time that is not continuous with his regular hours of work, the employee will be paid a minimum of two hours at the prevailing rate of pay, regardless of whether the actual hours worked are less than two hours. All call-back time will be paid at time and one-half the employee's regularly prevailing hourly rate, regardless of actual hours worked in the particular week.

Section 4. During a declared emergency and during regular working hours, ~~exempt and~~ non-exempt full-time employees who are not required to work by the Town Manager may be sent home and paid their regular rate of pay based upon their scheduled hours.

Union _____
Date: 9-10-15

Town _____
Date: 9-10-15

ARTICLE 15
WORKING OUT OF CLASSIFICATION

Section1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher classification for three (3) work days (24 hours) or more shall be paid, in addition to his normal wages, an incentive payment equal to five percent (5%) of the employee's regular hourly rate or the minimum rate of pay for that temporary classification actually worked, whichever is greater for each hour worked in the higher classification.

Section 2. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties as a foreman for three work (3) work days (24 hours) or more shall be paid at the entry rate of the foreman classification, or 5% above the employee's prevailing hourly rate of pay, whichever is greater, for all hours worked.

Union _____
Date: 9-21-15

Town JOD
Date: 9-24-15

ARTICLE 16
SAFETY AND EQUIPMENT

Section 1. The Town agrees to provide all employees with safety shoes and agrees to repair or replace such shoes as determined in the judgment of the Foremen.

Section 2. Safety shoes shall be worn by Public Works Department employees at all times, while on the job unless there exists reasonable justification for failing to do so. An employee reporting for work without safety shoes shall report such fact to the Department Head, or designee, prior to starting work.

Section 3. The Town shall abide by all federal and state safety requirements pertinent to members of this bargaining unit. The Town shall provide all necessary safety equipment, including safety shoes and protective clothing, as required. All employees must use safety equipment.

Section 4. All employees shall wear uniforms provided by the Town unless the Department Head approves an exception.

Union _____ **Town** JDD
Date: 9-21-15 **Date:** 9-4-15

ARTICLE 17
TRAINING

The Town shall pay for the cost of any training that is necessary for an employee to maintain any required licenses or certification and for at least one (1) training course per employee per year consistent with the budget of the Department and other operational concerns as determined in the sole discretion of the Department Head.

Union _____
Date: 9-21-15

Town JOD
Date: 9-4-15

ARTICLE 18
EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES

Section 1. The Federation recognizes and acknowledges that the Town has the right to maintain appropriate discipline among its employees. Employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a respectful manner that reflects positively upon the Town. The Town shall have the right to discipline its employees for cause. Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, that employee shall be subject to disciplinary action as appropriate.

All employees must be given a notice of ~~the~~ a reported infraction within five (5) business days after the occurrence of the infraction. ~~or five (5) business days after the last witness was interviewed in the case of an investigation.~~

Commented [BT1]: Such language was agreed to verbally by the Union. A page showing that such language was tentatively agreed to in writing will be provided to the Town Commission prior to the 1/6/2016 Commission meeting

All discipline shall be progressive and corrective in nature rather than punitive and should follow the discipline steps outlined in this article. However the discipline steps may be skipped depending on the severity of the infraction, such as theft, fighting, drinking or possession of illegal drugs.

Section 2. Progression of disciplinary actions that may be taken against Town employees may include:

(a) Documented Written Verbal reprimand

(b) Written reprimand

(c) Suspension of one (1) to three (3) days without pay

(d) Suspension greater than three (3) days without pay

(e) Discharge of Employment

Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the meeting, if the employee requests one and if the employee has reasonable grounds to believe the meeting may result in disciplinary action against the employee.

Union_____ **Town**_____
Date: _____ **Date:** _____

Section 4. The Town reserves the right to treat each disciplinary occurrence individually. The Town further reserves the right and has the duty to judge each incident separately, and may modify penalties to include lesser or more severe penalties when appropriate circumstances exist.

Documented verbal written reprimands (for Category ! offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offense during the succeeding twenty-four (24) months. Documented written reprimands (for Category II offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offenses during the succeeding 36 months.

Section 5. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of the Town's business and reasonable penalties for violations of such rules provided said rules and regulations do not conflict with any provisions of this Agreement or any terms and conditions of employment.

Union _____
Date: 9-21-15

Town _____
Date: 9-24-15

ARTICLE 19
EDUCATION

Section 1. The Town agrees to pay for textbooks purchased by employees, if not available from the Town's Library, required for an approved college program. In each case, it will be stipulated that these textbooks are to be turned over to the Town's Library when the employee has completed his course.

Section 2. The Town agrees to pay the cost of tuition for programs related to the employee's job function at an accredited community college or college, for employees provided that the following conditions are met by the employee:

- The employee must provide full course information to his Department Head no later than April 1st for determination as to whether the program is related to the employee's job function;

- The course must commence after October 1st of the upcoming fiscal year; and

- The Department Head, in consultation with the Town Manager during the development of the relevant departmental budget for the upcoming fiscal year, will determine whether the cost of tuition and textbooks can be budgeted subject to the approval of the Town Commission. Nothing herein shall be construed as guaranteeing that such funds shall be included in the adopted budget and available at the required time.

Section 3. When feasible, as determined by the Department Head, the Town will arrange the working schedules of employees attending advanced college courses on approved programs, so that there will be no interruption of their studies.

Section 4. Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Head.

Section 5. The employee shall provide a copy of all grade reports to the Department Head upon receipt by the employee. If, for any reason, the employee does not complete a course or does not pass that course, any monies provided by the Town for that course, all cost and materials, will be deducted from the employee's pay check within thirty (30) days of notification of such failure.

Union _____ **Town** JDD
Date: 9-21-15 **Date:** 9-21-15

Section 6. Reimbursement is based upon receipt of the grade achieved or the equivalent record of achievement as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C	No reimbursement

Section 7. Any decision made by the Department Head with respect to whether or not a college program or a specific course within a given program is job related and in the best interest of the Town, shall not be subject to the grievance and/or arbitration procedure contained herein, and such decision by the Department Head can be appealed to the Town Manager.

Section 8. If an employee receiving benefits under this Article does not continue his employment for a period of at least two (2) years after his completion of his approved program, or courses within the approved program, the employee shall reimburse to the Town the total monies expended on his behalf, under this Article, by the Town. Such monies owed to the Town under this section shall be deducted from the final separation paycheck of the employee. The repayment of monies as provided for in this section shall not apply to an employee who is discharged by the Town within the above stated two (2) year period.

Union _____
Date: 9-21-15

Town _____
Date: 9-21-15

ARTICLE 20
HOLIDAYS

Section 1. The Town agrees to recognize the following paid holidays for bargaining unit members:

New Years Day
Martin Luther King's Birthday
Presidents' Day
Spring Holiday (as set forth in the Annual Town Calendar)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day[3]

Section 2. Employees must work their entire scheduled work day before and their entire scheduled work day after the holiday (or be on approved paid leave) in order to be paid for the holiday, unless the holiday occurs while the employee is on paid time off.

Section 3. Employees who work on holidays shall receive pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of this article.

Union _____ **Town** _____
Date: 9-21-15 **Date:** 9-24-15

[3] Please see Article 21 Section 9 for language pertaining to the employee's birthday holiday and the floating holiday.

ARTICLE 21
VACATION LEAVE, SICK LEAVE, TERMINAL PAY, AND PERSONAL LEAVE

VACATION LEAVE

Section 1. Vacation leave shall accrue in accordance with the schedule set forth below:

	Hours/Bi-weekly Pay Period	Days
Through completion of 5 years service	5.0	16
6 years through completion of 10 years service	6.0	19.5
After completion of 10 or more years of service	8.0	26

Section 2. Vacation leave may be used by the employee for the purpose of vacation, in accordance with the provisions set forth within this Article.

Section 3. Vacation leave may accrue to a maximum of 480 hours, (60 days); upon separation of employment no employee shall be paid more than a maximum of 240 hours (30 days) of vacation leave.

Section 4. Employees are encouraged to use at least five (5) vacation leave days per calendar year for purposes of vacation.

Section 5. An employee seeking to use his vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Head at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive working days must be submitted to the office of the Department Head at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Head, which approval shall not be unreasonably withheld. The Department Head, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this Section

Section 6. An employee may take all of his accrued vacation leave for purposes of vacation and/or personal matters, up to a maximum of four (4) weeks at any one time, at the discretion of the Department Head.

Section 7. Probationary employees shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town.

Section 8. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination.

Union _____ **Town** JOD
Date: 9-21-15 **Date:** 9-21-15

Section 9. The Town provides two (2) additional eight-hour days of leave – i.e., the employee's birthday holiday and a floating holiday, both of which shall be scheduled by the employee pursuant to the Town's vacation leave request procedure, which shall count toward the overtime calculation.

SICK LEAVE

Section 10: All full-time employees shall accrue sick leave at the rate of 2.16 hours per pay period, or seven (7) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

Section 11: To be granted sick leave with pay, the following procedures must be strictly adhered to:

(a) The employee shall notify the Department Head or their supervisor not later than one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employee's absence shall result in an unauthorized leave without pay for that day.
(b) Sick leave shall not be authorized prior to the time it is earned and credited to the employee.
(c) Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.
(d) Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Head and the Town Manager.
(e) Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence, or at the discretion of the Department Head, the employee may be required to submit a physician's certification of illness. Claiming sick leave when physically fit shall be cause for discharge.

TERMINAL PAY

Section 12. The Town will provide terminal pay (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation, layoff, or retirement, or to their beneficiaries if service is terminated by death. Terminal pay shall not exceed an amount determined as follows:

Union _____ **Town** JDD
Date: 9-21-15 **Date:** 9-4-15

6 months - 5 years full-time service	25 % times the number of days (or hours) of accumulated sick leave
6-10 years full-time service	37.5 % times the number of day s(or hours) of accumulated sick leave
10+ years full-time service	50 % times the number of days (or hours) of accumulated sick leave.

PERSONAL LEAVE:

Section 13. Employees may use five (5) days of sick leave per fiscal year designated as personal leave.

Section 14. Employees seeking to use personal leave must provide notification in accordance with the employee's departmental procedures prior to the beginning of the employee's workday.

Section 15. Personal Leave cannot be carried over from year to year. Personal leave must be used in a minimum of full hour increments.

Union _____ **Town** JOD
Date: 9-21-15 **Date:** 9-21-15

ARTICLE 22
MAJOR ILLNESS LEAVE

Section 1. Paid major illness leave is available upon application by employees who need to be off work for an extended period due to their own major illness or injury. Major illness leave may not be utilized by employees who are injured in the line of duty (Workers' Compensation).

A major illness is defined generally as a non-work related illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, do not qualify an employee for major illness benefits.

Section 2. Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 3. Employees applying for the use of major illness leave must submit a Physician's Certificate documenting the illness. The application for receiving major illness leave must be recommended by the Department Head and forwarded to the Town Manager for consideration and possible approval. Following the use of major illness leave for purposes other than absences due to ongoing intermittent/continual treatment, a doctor's statement of "fitness for full duty" shall be required in order to return to work.

Section 4. Employees who become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use vacation leave to supplement the short-term and long-term disability.

Union _____ **Town** TOD
Date: 9-21-15 **Date:** 9-21-15

ARTICLE 23
BEREAVEMENT LEAVE

Section 1. The Town agrees that when a death occurs in the immediate family of an employee, he or she shall be granted three (3) days of paid leave at their prevailing rate of pay. In the event that the funeral is held in a state other than Florida, an additional two days of paid funeral leave may be granted at the discretion of the Department Head.

Section 2. For the purpose of this Article, the immediate family shall consist of: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.

Section 3. Proof of death of the immediate family member must be furnished to the Department Head in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Such ~~P~~proof of death shall be a published death notice or such other documentation that is acceptable to the Department Head.

Union _____
Date: 9-10-15

Town _____
Date: 9-10-15

ARTICLE 24
JURY DUTY

Section 1. Any full-time employee who is required to be absent from his regular duties by reason of jury duty shall be excused from duty with pay. If the employee receives payment from the Court, the employee must endorse the check over to the Town.

Section 2. Employees who seek to be excused from duty under this article shall present official notice of jury duty to their supervisor at least twenty-four (24) hours in advance of the scheduled jury duty (unless the employee actually receives less than twenty-four hours advance notice of jury duty). Employees who are required to be absent from duty by reason of jury duty shall submit documentation to the Town showing all days and hours of jury duty upon return to work. Upon being released from jury duty the employee shall immediately report for work except that employees released from jury duty on or after 2:00 p.m. shall not be required to report for work until the next working day.

Union _____ **Town** JOD
Date: 9-21-15 **Date:** 9-24-15

ARTICLE 25
INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

Insurance Benefits

A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.

B. The Town agrees to continue to maintain the same level of coverage (Medical, Dental and Vision) and the Town's eligible employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan as is afforded to all eligible employees.

C. The employee's agree to share equally in any adjustment in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits equal to all other eligible Town employees. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

D. The Town agrees to continue to maintain the same level of coverage for short term and long term disability as defined in the schedule of employee benefits as is afforded to all regular full-time employees.

E. The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) vaccine as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.

Union _____ **Town** TOD
Date: 9-21-15 **Date:** 9-21-15

ARTICLE 26
WAGE SCALE

Section 1. Effective October 1, 2015 through September 30, 2016, the pay ranges for the bargaining unit employees shall be as follows:

POSITION TITLES	MINIMUM FY 2015-16		MAXIMUM FY 2015-16	
	PER YEAR	PER HR	PER YEAR	PER HR
Department: Public Works				
Custodian	21,403.20	10.29	32,884.80	15.81
Equipment Operator I	23,649.60	11.37	35,401.60	17.02
Equipment Operator II	29,286.40	14.08	50,585.60	24.32
Equipment Operator III	34,902.40	16.78	53,060.80	25.51
Facilities Maintenance Worker I	25,105.60	12.07	36,254.40	17.43
Facilities Maintenance Worker II	31,304.00	15.05	43,305.60	20.82
Facilities Maintenance Worker III	37,856.00	18.20	57,595.20	27.69
Facilities Mechanic I	29,723.20	14.29	40,081.60	19.27
Facilities Mechanic II	33,987.20	16.34	47,257.60	22.72
Foreman General Infrastructure	43,638.40	20.98	69,763.20	33.54
Grounds Maintenance Crew Leader	30,659.20	14.74	48,276.80	23.21
Grounds Maintenance Foreman	36,316.80	17.46	58,448.00	28.10
Irrigation Technician I	28,475.20	13.69	42,868.80	20.61
Irrigation Technician II	33,196.80	15.96	46,113.60	22.17
Maintenance Worker I	21,403.20	10.29	32,884.80	15.81
Maintenance Worker II	24,044.80	11.56	36,670.40	17.63
Maintenance Worker III	31,054.40	14.93	48,672.00	23.40
Mechanic I	26,416.00	12.70	40,456.00	19.45
Mechanic II	31,532.80	15.16	53,206.40	25.58
Operations Technician I	30,846.40	14.83	45,011.20	21.64
Sanitation Foreman	37,980.80	18.26	60,756.80	29.21
Storm Water Technician I	31,054.40	14.93	48,672.00	23.40
Storm Water Technician II	34,902.40	16.78	53,060.80	25.51
Traffic Maintenance Technician I	28,475.20	13.69	37,710.40	18.13
Traffic Maintenance Technician II	31,740.80	15.26	41,745.60	20.07
Vehicle Maintenance Foreman	38,292.80	18.41	60,819.20	29.24
Department: Marina				
Dock Attendant	31,200.00	15.00	42,432.00	20.40

Union _____
Date: 9-22-15

Town JDD
Date: 9-22-2015

WAGE SCALE

Section 1. Effective October 1, 20145 through September 30, 20185, pay schedules recommended range for bargaining unit employees shall be as follows:

	Minimum	Maximums
Job Title	Salary Level	Salary Level
Custodian (Annual)	$20,566.21	$31,603.16
(Hourly)	$ 9.89	$15.19
Equipment (Annual)	$22,731.08	$34,034.18
Operator I (Hourly)	$10.93	$16.36
Equipment (Annual)	$28,143.24	$48,620.25
Operator II (Hourly)	$13.53	$23.38
Equipment (Annual)	$33,542.50	$51,000.77
Operator III (Hourly)	$16.13	$24.52
Maintenance(Annual)	$20,566.21	$31,603.16
Worker I (Hourly)	$9.89	$15.19
Maintenance(Annual)	$22,731.08	$34,034.18
Worker II (Hourly)	$10.93	$16.36
Maintenance Worker III (Annual)	$29,863.64	$46,781.28
(Hourly)	$14.36	$22.49
Facilities Maintenance (Annual)	$24,128.96	$34,856.64
Worker I (Hourly)	$11.60	$16.76
Facilities Maintenance (Annual)	$30,080.04	$41,621.58
Worker II (Hourly)	$14.46	$20.01
Facilities Maintenance (Annual)	$35,706.53	$51,270.66
Worker III (Hourly)	$17.17	$24.65

Union _____ **Town** JOD
Date: 9-21-15 **Date:** 9-24-15

~~Facilities Mechanic I (Annual)~~	~~$28,565.22~~	~~$38,525.76~~
~~(Hourly)~~	~~$13.73~~	~~$18.52~~
~~Facilities Mechanic II (Annual)~~	~~$32,676.88~~	~~$45,405.36~~
~~(hourly)~~	~~$15.71~~	~~$21.83~~
~~Irrigation Technician I (Annual)~~	~~$27,375.00~~	~~$37,723.14~~
~~(Hourly)~~	~~$13.16~~	~~$18.14~~
~~Irrigation Technician II (Annual)~~	~~$31,919.47~~	~~$41,048.28~~
~~(Hourly)~~	~~$15.35~~	~~$19.73~~
~~Storm Water Technician I (Annual)~~	~~$29,863.64~~	~~$46,781.28~~
~~(Hourly)~~	~~$14.36~~	~~$22.49~~
~~Storm Water Technician II (Annual)~~	~~$33,542.50~~	~~$51,000.77~~
~~(Hourly)~~	~~$ 16.13~~	~~$24.52~~
~~Traffic Maintenance Technician I (Annual)~~	~~$27,375.00~~	~~$36,232.56~~
~~Technician (Hourly)~~	~~$13.16~~	~~$17.42~~
~~Traffic Maintenance Technician II (Annual)~~	~~$30,512.85~~	~~$40,131.00~~
~~(Hourly)~~	~~$14.67~~	~~$19.29~~
~~Dock Attendant (Annual)~~	~~$20,969.47~~	~~$31,603.16~~
~~(Hourly)~~	~~$10.08~~	~~$15.19~~
~~Grounds Maintenance (Annual)~~	~~$25,978.37~~	~~$42,542.72~~
~~Crew Leader (Hourly)~~	~~$12.49~~	~~$20.45~~
~~Mechanic I (Annual)~~	~~$25,384.10~~	~~$38,896.20~~
~~(Hourly)~~	~~$12.20~~	~~$18.70~~
~~Mechanic II (Annual)~~	~~$30,308.10~~	~~$47,404.74~~
~~(Hourly)~~	~~$14.57~~	~~$22.79~~

Union _____
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~~Operations Technician I (Annual)~~	~~$29,651.40~~	~~$43,273.13~~
~~(Hourly)~~	~~14.26~~	~~$20.80~~
~~Ground Maintenance (Annual)~~	~~$22,731.08~~	~~$34,034.18~~
~~Worker II (Hourly)~~	~~$10.93~~	~~$16.36~~
~~Foreman (Annual)~~	~~$30,296.45~~	~~$51,515.10~~
~~Hourly~~	~~$14.57~~	~~$24.77~~
~~Vehicle Maintenance Foreman (Annual)~~	~~$33,542.50~~	~~$55,636.31~~
~~Hourly~~	~~$16.13~~	~~$26.75~~
~~Foreman General Infrastructure (Annual)~~	~~$31,811.27~~	~~$54,090.86~~
~~Hourly~~	~~$15.29~~	~~$26.01~~

Section 2. The Town Manager may in his discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. ~~All employees covered by this Agreement shall receive a two (2) percent increase in their annual compensation retroactive to October 1, 2014~~5. ~~Any covered employees hired or promoted after October 1, 2014 shall receive a two (2) percent increase effective as of their date of hire or promotion.~~ All employees covered by this Agreement shall receive a two (2) percent cost-of-living increase in their annual compensation retroactive to October 1, 2015 for the first year of this Agreement, and for each of the second and third year of this Agreement.

Additionally, all employees covered by this Agreement shall be eligible to receive the following merit increases during the second and third year of this Agreement based upon the outcome of their individual performance evaluations:

For achieving a total rating factor of 2.5 to 3.0. . . . . 1&1/2 percent increase

For achieving a total rating factor of greater

than 3.0. . . . . .2 percent increase

Such merit increases shall sunset at the end of the third year of this Agreement.

Union _____ **Town** JOD
Date: 9-22-15 **Date:** 9-22-15

Section 4. Full-time employees shall receive longevity payments in the cardinal years of their employment at rates which match the year reached: 5 years, $500, 10 years, $1000, 15 years, $1,500, and so on. Employees receiving longevity prior to 10-1-99 under the previous plan ($500/year 5 -10 years, $1000/year 10+ years) shall continue to receive longevity at this rate until the pension plan negotiated between the parties is implemented. When the pension plan is implemented all longevity will be paid at one half the current rates ($250 for 5 -10 years; $500 for 10 + years) for those employees already receiving longevity as of 10-1-99 only. Employee's not yet in longevity, it will be as described in sentence 1 of this paragraph.

Section 5. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

Union _____ **Town** JOD
Date: 9-21-15 **Date:** 9-21-15

ARTICLE 27
ILLNESS/INJURY IN THE LINE OF DUTY

Section 1. A Town employee who sustains an illness/injury in the line of duty shall pursuant to Chapter 440 Florida Statutes receive a benefit equal to the employee's normal salary less Workers' Compensation, Social Security and any other such benefits received by the employee which are provided by the Town as set forth in the Employee Handbook.

Section 2. For a period not to exceed ninety (90) calendar days, the Town shall contribute a portion of the injured employee's salary to ensure that the employee receives 100 percent of his salary. Such benefit shall not be provided when it is determined that the illness/injury occurred through the employee's negligence or willful misconduct. The employee may then draw upon accrued sick leave. Thereafter, the injured employee shall receive the salary percentage set forth in applicable Florida law.

Union _____
Date: 9-21-15

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Date: 9-24-15

ARTICLE 28
PENSION FUND

The Town will provide a defined contribution pension plan to all full-time employees of the bargaining unit. Such employee will be able to choose among investment alternatives of the plan for funds contributed on his behalf.

After one (1) year of continuous full-time employment with the Town, the Town will contribute five (5) percent of each employee's compensation to the employee's pension fund. In addition, for those employees who choose to contribute to the Town-sponsored deferred compensation plan, the Town will match one-half of a employee's contribution up to two and one-half (2 ½) percent of the employee's annual compensation. The Town's maximum contribution to a member's retirement account will be seven and one-half (7 ½) percent of the employee's annual compensation. Each member may contribute up to an amount applicable under current law each year to his retirement account.

Should the Town desire to modify the pension plan provider, the Town will impact bargain.

Union _____ **Town** JOD
Date: 9-21-15 **Date:** 9-21-15

ARTICLE 29
SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not affect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein.

Union _____
Date: 9-21-15

Town _____
Date: 9-21-15

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall take effect ~~upon ratification by the parties~~ retroactive to October 1, 2014~~5~~ upon ratification by the parties~~,~~ and shall remain in full force and effect through the 30th day of September, 2015~~8~~ unless written notice of termination or amendment is given by either party 150 days but not less than sixty (60) days prior to the expiration of this Agreement.

Dated this_____ day of _____, 2015.

ON BEHALF OF THE

TOWN OF LAKE PARK

_____
TOWN MANAGER

_____
MAYOR

TOWN SEAL ATTEST:

_____
WITNESS

_____
TOWN CLERK

ON BEHALF OF THE UNION

Federation of Public Employees, A Division of the National Federation Of Public and Private Employees (AFL-CIO)

_____
BUSINESS REPRESENTATIVE

_____
DIVISION PRESIDENT

Union _____
Date: 9-21-15

Town JOD
Date: 9-21-15

COLLECTIVE BARGAINING AGREEMENT

(in final format)

Collective Bargaining Agreement

between

the Town of Lake Park

and

The Federation of Public Employees, a Division of the National Federation of Public and Private Employees, (AFL-CIO)

October 1, 2015 — September 30, 2018

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town", and the Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO), hereinafter referred to as the "Union".

ARTICLE I
RECOGNITION

The Town recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) as the exclusive bargaining agent for all regular full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

Operations Technician I, Foreman General Infrastructure, Sanitation Foreman, Grounds Maintenance Foreman, Custodian, Mechanic I and II, Facilities Mechanic I and II, Facilities Maintenance Worker I, II and III, Grounds Maintenance Worker II, Equipment Operator I, II, and III, Maintenance Worker I, II and III, Irrigation Technician I and II, Traffic Maintenance Technician I and II, Storm Water Technician I and II, Grounds Maintenance Crew Leader, Vehicle Maintenance Foreman, and Dock Attendant. Specifically excluded are all other employees of the Town of Lake Park.

Employees in the certified bargaining unit description under Public Employment Relations Commission (PERC) Certification No. 1504 and as amended on December 21, 2012 are the recognized bargaining unit.

ARTICLE 2
NON-DISCRIMINATION

Section 1. All references in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2. Neither the Union, its representatives or members, nor the Town, or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his membership or non-membership in any union.

Section 3. Neither the Union, its representatives or members, nor the Town or its representatives shall discriminate against any employee regardless of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

Section 4. The Town and the Union agree that the provisions of this Agreement shall apply to all bargaining unit employees, without regard to race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

ARTICLE 3
DUES DEDUCTION

Section 1. Upon receipt of a lawfully executed written authorization form from a bargaining unit employee, the Town agrees to deduct the current regular Union dues from the employee's pay once each pay period and remit such deductions along with each members first, middle and last name, amount of deduction, and the date of deduction to the Union office within fifteen (15) working days from the date of deduction. The Union will notify the Town in writing, thirty (30) days prior to any change in its regular dues structure. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for union dues and uniform Union assessment except for garnishment in accordance with state law.

Section 2. Any member who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation with a copy to the employer, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.

Section 3. The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

Section 4. The Employer will provide to the Union at the Union's office, on an annual basis and as changes, modifications or adjustments, occur, a roster of all employees of this bargaining unit to include first name, middle initial, last name, I.D. #, job classification, date of hire, home address, home telephone number, and work location.

Section 5. The Union shall indemnify and hold the Town harmless against any claim made against the Town by any employee concerning any dispute over the deduction of Union dues.

Section 6. Union deductions including any amounts to the Federal Voluntary Political Action and/or Scholarship Fund shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. Such deductions shall be transmitted to The Federation within thirty (30) days after the deductions have been made. The Town agrees to provide such payroll type codes as are necessary to comply with these provisions. The Federation shall hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by Town to comply or attempt to comply with the provisions of this section.

ARTICLE 4
UNION BUSINESS

Section 1. The Union may designate two (2) members of the bargaining unit as a Union representative, and (2) members of the bargaining unit as an alternative representative who will be permitted to act as the Union representative in the absence of the designated Union representative, such designation to be in effect during the term of this Agreement. The Union shall advise the Town, in writing, of the names of its bargaining unit representative and alternate at the time the Agreement is executed and within thirty (30) days of the date any changes are made.

Section 2. One bargaining unit representative or alternate, in the absence of the Union representatives, will be allowed up to one (1) hour without loss of pay to discuss a grievance, after obtaining permission from the representative's (or alternative's) supervisor. Such permission shall not be unreasonably withheld, but will not be granted if:

(a) Absence of the employee would jeopardize Town operations,

(b) Absence of the employee would result in overtime,

(c) Absence of the employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of four (4) hours in any calendar month.

Section 3. Any member of the Board of Directors of the Union attending State and National functions of the Union will attend such functions after providing appropriate notice using accrued leave time, due compensatory time, or, if approved, leave without pay.

Section 4. The Union, its members, agents, representative or any person acting on its behalf are hereby prohibited from:

(a) Soliciting public employees during working hours of any employee who is involved in the solicitation.

(b) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

ARTICLE 5
BULLETIN BOARD

Section 1. The Town shall furnish space for a bulletin board in the department for the exclusive use of the Union in connection with Union business.

Section 2. Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this section.

Section 3. Any notice placed on the bulletin board shall bear on its face the name of the person responsible for placing such notice or item on the board, and the date of posting.

ARTICLE 6
PROHIBITION OF STRIKES

Section 1. Strike definition: "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their-duties of employment with the Town, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment of the rights, privileges, or obligations of their employment or in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collecting bargaining agreement and picketing in furtherance of a work stoppage.

Section 2. The Union agrees not to engage in a strike as defined in Section 1 of this article.

Section 3. Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up and to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

Section 4. In the event of a strike, as defined presently in the Public Employee Relations Act, Section 447.203(6), with the cooperation of the Town Administration, the local representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Town within twenty-four (24) hours after the commencement of such strike, what measure it has taken to comply with the provision or the provisions of this Article.

Section 5. Failure to abide by the terms set forth in this Article shall permit either party to seek recourse in accordance with Florida Statutes Chapter 447.501, Part II (as interpreted by the Public Employees Relations Commission).

Section 6. The Town shall not lock out employees. Lock out is defined as the withholding of employment by the Town from its employees for the purpose of either resisting their demands or gaining a concession from them.

ARTICLE 7
MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, in accordance with applicable laws, regulations and provisions of the Handbook of Procedures and Policies for Employees of the Town of Lake Park, hereinafter referred to as the "Employee Handbook", not in conflict with this Agreement, including but not limited to the following:

(a) To manage and direct the employees of the Town.

(b) To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.

(c) To suspend, demote, discharge or take other disciplinary action against employees for cause.

(d) To relieve employees from duties because of lack of work, funds or other legitimate reasons.

(e) To maintain the efficiency of the operations of the Town.

(f) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

(g) To determine the organization to Town Government.

(h) To determine the number of employees to be employed by the Town.

(i) To determine the number, types and grades of positions of employees assigned to an organization unit, department or project.

(j) To determine internal security practices.

(k) To determine matters included in Employee Handbook and Administrative Orders.

Section 2. The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

Section 3. If it is determined that a civil emergency and conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Town Manager or his designee during the period of the declared emergency, provided that pay and other compensation shall not be suspended.

Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions, is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.

Section 5. Delivery of Town services in the most efficient, effective and courteous manner is of paramount importance to the Town of Lake Park. Accordingly, Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 6. Those inherent managerial functions, prerogatives and policy making rights which the Town has not expressly modified or restricted by a specific provision of this Agreement, are not in any way directly, or indirectly, subject to the grievance or arbitration procedures contained herein.

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1. A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member of the Union which involves the interpretation of, application of, or compliance with the provisions of this Agreement. A grievance shall be processed in the following manner:

Step 1 (Informal Meeting) Within five (5) working days of the occurrence of any event, giving rise to a grievance or the affected parties first knowledge of an event that is basis for a grievance, a shop steward and the grievant employee, of the Union will first discuss any grievance informally at Step 1 meeting with his immediate supervisor and seek resolution. If the grievant is a supervisor, the grievance shall be submitted directly at Step 2.

Step 2 If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10) working days of the conclusion of the Step I informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Head on the form attached to this Agreement as Exhibit "B". The Department Head, or in his absence the Department Head's designee, shall meet with the Employee, Shop Steward and/or the Union Business Representative within ten (10) working days of receipt of the written grievance. The Department Head will render a decision in writing within five (5) working days from the Step 2 grievance meeting.

Step 3 Within ten (10) working days from the time that the Union receives, at the Union office, the Department Head's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Head, then the Union shall give notification to file Step 3 grievance with the Town Manager.

The Town Manager or his designee shall convene the Step 3 grievance meeting within ten (10) working days of notification by the Union of its intent to move to Step 3. The Town Manager, or designee, will render a decision in writing within ten (10) working days after the Step 3 meeting.

Step 4 If the grievance is not resolved at Step 3, the Union may file a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of Step 3 answer at the Union office.

Section 2. Failure of the Town to respond to a grievance within the time periods set forth in this Article 8 shall result in automatic advancement of the grievance to the next step. Failure of the employee or the Union to comply with the time periods set forth in Article 8 shall result in the grievance being abandoned. However, the parties may mutually agree in writing to extend the time periods herein.

Section 3. When a grievance applies to two or more employees or a discharged employee it shall be presented in writing directly at Step 3 of the Grievance Procedure, within the time limits provided for the submission of a grievance at Step 2 from receipt at the Union Office and shall be signed by the employee (in the case of a discharge only) and the Shop Steward or Union Business Representative on their behalf.

Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator within seven (7) working days after receiving the FMCS panel. The parties further agree that the arbitrator may be notified telephonically of his selection and that the time periods for expedited arbitration set forth herein shall be communicated to the arbitrator at the time he or she is notified of his selection.

Section 5. The cost of the arbitrator's fee and the arbitrator's expenses shall be borne equally by the parties. Each party shall bear its own costs for all other expenses they incur.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

Section 7. In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and if that is determined to be arbitrable, shall rule on the merits of the grievance.

ARTICLE 9
DOCUMENTS

Section 1. The Town agrees that an employee shall be given a copy of all material placed in the person's individual file and shall have the right to include written refutation (including witness statements) of any material considered by the employee to be detrimental.

Section 2. The Town agrees that an employee shall have the right to inspect his official personnel record and shall have the right to make copies of this record for his use at no cost to the employee.

ARTICLE 10
PROMOTIONAL POLICIES

Section 1. The Town will post written announcements of promotional opportunities at least ten (10) working days prior to the closing date for applications. Applications submitted after the closing date shall not be considered.

Section 2. When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications are equal among competing employees, seniority will be the basis of selection. For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position.

Section 3. An employee filling a promotional vacancy shall serve a probationary period of 180 days. If during the trial period the employee cannot satisfactorily perform the duties of the position, the employee shall be returned to his former status with no loss of seniority.

Section 4. If an employee is promoted to a job classification within the bargaining unit, he shall be entitled to a pay increase equal to either the entry level pay or a five percent (5%) increase from their then current salary, whichever is greater.

ARTICLE 11
PROBATIONARY PERIOD

New employees will be classified as probationary employees for the first six (6) months of continuous employment, during which time such employees may be laid off or discharged and will have no right to grieve or appeal their discharge. The Town agrees that employees who are laid off or discharged during their probationary period shall have the right to discuss their discharge with their immediate supervisor and the Department Head.

ARTICLE 12
SENIORITY AND LAY-OFF

Section 1. For the purpose of this Agreement, seniority shall be defined as the total length of a regular full-time employee's and a regular part-time employee's continuous service within the bargaining unit recognized by this Agreement. Regular part-time employees shall accrue seniority on a pro-rated basis, based on the number of hours worked (except as provided below). Seniority shall continue to accrue during all types of paid leave approved by the Town, and for the first three (3) months of all other leave approved by the Town. An employee shall lose all seniority only upon any of the following:

(a) resignation;

(b) discharge;

(c) lay off for a period of more than twenty-four (24) months;

(d) retirement;

(e) the expiration of an approved leave of absence of more than one (1) year, if the employee does not return to work;

Section 2. Newly hired probationary employees shall accrue no seniority until they become regular full-time employees, whereupon their seniority will date from the first date of continuous employment.

Section 3. The Town shall establish a seniority list for bargaining unit employees, post the seniority list and provide a copy to the Union Business Representative mailed or facsimiled to the Union office annually and as changes, modifications or adjustments occur or at the same time that any lay-off is announced.

Section 4. The Town Manager shall determine the classification and number of employees to be laid off. When the lay-off occurs, employees shall be laid off in the inverse order of their seniority within the bargaining unit at the time of the lay off.

In the event of a lay-off, the Town will notify the affected employees and the Union in writing at least thirty days prior to the effective date of the lay-off. If thirty days notice is not provided, then the Town will pay the employees the difference between 30 calendar days and the date of notice.

If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less senior employee into a job for which they are most qualified within the bargaining unit based upon documentation of their qualifications.

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee within the bargaining unit (based upon documentation of their qualifications) shall be retained.

Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall notice will be made by certified mail to the last address on the employee's records. It shall be the employee's obligation to provide a current address to the Town. Recalled employees must notify the Town of their acceptance of recall within five days of receipt of the recall notice

Section 6. Vacation Leave. Vacation scheduling conflicts shall be resolved on the basis of seniority, if notice has been given to the Town of thirty (30) days or more. If less than thirty (30) days notice has been given by the employee, vacation may be approved by the Department Head on a first come, first served basis.

ARTICLE 13
DRUG FREE WORKPLACE POLICY

Section 1. PURPOSE.

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy and Procedures on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

This policy is established to provide guidelines on handling incidents of alcohol and/or drug abuse as it relates to the workplace, in compliance with the drug-free workplace requirements under the Florida Statutes Workers' Compensation Chapter (Fla. Stat. § 440.101-02). The legislative intent of the Chapter is to promote drug-free workplaces in order for employers to be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees. Further, drug abuse is discouraged under the statute, and employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. To qualify as having established a drug-free workplace program under Chapter 440 and to qualify for discounts provided under section 627.0915, Florida Statutes, and deny medical and indemnity benefits under this chapter, the Town must implement drug testing that conforms to the standards and procedures established in section 440.102. The Town has implemented a drug-free workplace program in accordance with the notice, education, and procedural requirements taken directly from the comprehensive procedures outlined in Florida Statute § 440. 102. Chapter 59A-24 of the Florida Administrative Code, containing the Drug-Free Workplace Standards adopted by the Agency for Health Care Administration, is also hereby incorporated by reference and shall be utilized for all drug testing pursuant to Chapter 440, Florida Statutes.

Questions concerning the Town's policy should be presented to the Human Resources Director for guidance or clarification.

Section 2. DEFINITIONS.

The definitions set forth in Chapter 440, Florida Statutes, and Chapter 59A-24 Florida Administrative Code will apply to the terms used in this policy. In pertinent part:

a. **Confirmation test, confirmed test, or confirmed drug test** refer to a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

b. **Drug** means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid[1]; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbituarate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.

c. **Drug Rehabilitation Program** means a service provider, established pursuant to s. 397.311(33), Florida Statutes, that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

d. **Drug test or test** refer to any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

[1] "Drug" is defined herein as defined in Fla. Stat. § 440.102(1)(c). The section 440.102 has not been amended since the passage of Fla. Stat. § 381.986, the legislature has not expressly provided an exception to the definition of "drug" for medically prescribed low-THC Cannabis (as defined in section 381.986). "Drug" is therefore interpreted by the Town as including all cannabinoids, including low-THC Cannabis. However, through section 440.102(1)(l)'s reference to section 893.02 (which defines "cannabis" as excluding low-THC Cannabis), this policy shall treat low-THC Cannabis as a prescription drug, and all appropriate rules and requirements shall apply accordingly.

e. **Initial Drug Test** means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.

f. **Job Applicant** means a person who has applied for a mandatory-testing position. Mandatory testing positions include the following:

- Dock Attendant
- Equipment Operator I
- Equipment Operator II
- Equipment Operator III
- Facilities Mechanic
- Foreman General Infrastructure
- Foreman
- Grounds Maintenance Crew Leader

g. **Medical Review Officer or MRO** mean a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

h. **Prescription or non-prescription medication** refer to drugs or medication obtained pursuant to a prescription as defined by section 893.02[2], Florida Statutes, or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

[2] As referenced above in subsection (b), defining "drugs" under this Policy, section 893.02 defines "Cannabis" as excluding "low-THC cannabis", as long as the low-THC cannabis is manufactured, possessed, sold, purchased, delivered, distributed, or dispensed in conformance with section 381.986, Florida Statutes. Accordingly, such low-THC cannabis will be evaluated as a prescription drug, and employees must conform with the requirements of section (V)(F) of this Policy.

i. **Reasonable-suspicion drug testing** means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. 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.

j. **Mandatory-testing position** means a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy 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, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to section 110.1127, Florida Statutes, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

k. **Special-risk position** means a position that is required to be filled by a person who is certified under Chapter 633 (Fire Prevention and Control) or Chapter 943 (Department of Law Enforcement), Florida Statutes.

l. **Specimen** means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

Section 3 NOTICE

a. Prior to testing, an employee or job applicant shall receive proper notice in the form of this Comprehensive Alcohol and Drug Abuse Policy. Additionally, Chapter 59A-24 of the Florida Administrative Code shall be provided upon request.

b. The drugs to be tested for are included in the definition provided above. The following is a list of over-the-counter and prescription drugs which could alter or affect a test result:

   i. Alcohol: all liquid medications containing ethyl alcohol (ethanol). For 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). Check the label of liquid medications for alcohol content.
   ii. Amphetamines: Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
   iii. Cannabinoids: Marinol
   iv. Cocaine: Cocaine HCl topical solution (Roxanne)
   v. Phencyclidine : Not legal by prescription
   vi. Methaqualone: Not legal by prescription
   vii. Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, NOvahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
   viii. Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
   ix. Benzodiazepines: Ativan, Azene, Clonpin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
   x. Methadone: Dolphine, Metadose
   xi. Propoxyphene: Darvocet, Darvon N, Dolene, etc.

This list is not intended to be all-inclusive.

c. The following are the name, address and telephone number of the Town's Employee Assistance Program (EAP) through which substance abuse assessment and counseling services are available to Town employees. The Town will pay the cost of such services if the Town's sponsored EAP program is used:

Center for Family Services
4101 Parker Avenue
West Palm Beach, FL 33405
Telephone: 561-616-1222 ext. 227

d. The Town has a collective bargaining agreement, which acknowledges the Town's adherence to Fla. Stat. § 440 and requirements for a drug free workplace policy in conjunction with workers' compensation rights. For employees whose positions are covered by the collective bargaining agreement, appeals of disciplinary actions may be brought forth following the procedures set forth in the collective bargaining agreement. More specifically: All regular full-time and regular part-time employees may make an appeal of disciplinary action or other management decision by addressing the appeal to the Employee Complaint Review Committee (ECRC). In the event of an appeal of disciplinary action, the employee may request such an appeal requesting that the ECRC determine the appropriateness of the recommended disciplinary action. Such request shall be submitted in writing to the Human Resources Director within five (5) workdays of the disciplinary recommendation using the prescribed form. The Human Resources Director shall forward the request to the Town Manager who shall submit the request to the ECRC to convene the meeting.

Section 4 WHEN TESTING MAY BE REQUIRED

The Town may require an employee to submit to tests for the presence of drugs after proper notice, under any of the following circumstances:

a. As part of the initial screening process for job applicants applying for special-risk or mandatory-testing positions, as defined above.

b. Whenever an employee's job classification is changed such that the new job classification is a special-risk or mandatory-testing position, as defined above.

c. Whenever Reasonable-Suspicion Drug Testing is warranted, as defined above.

d. As part of routine fitness for duty drug testing for employees in special-risk or mandatory-testing positions.

The following job positions require a current commercial drivers' license and are subject to routine fitness for duty drug testing every two years:

- Foreman General Infrastructure
- Sanitation Foreman
- Vehicle Maintenance Foreman
- Equipment Operator II
- Equipment Operator III
- Stormwater Technician I
- Stormwater Technician II
- Maintenance Worker III
- Facilities Maintenance Worker III

For follow-up drug testing, if the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employee is required to submit to a drug test as follow-up to such program, unless the employee voluntarily entered the program. In those cases, the Town has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a two year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

Section 5 DRUG USE PROHIBITIONS FOR ALL EMPLOYEES

Though mandatory testing may only be conducted under the circumstances listed and described above, the following conduct is prohibited for all employees pursuant to the Town's effort to provide a safe, healthy, drug-free workplace and promote a drug-free community:

(a) All employees are prohibited from manufacturing, distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of drugs (as defined in the policy) while on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise performing Town duties away from the Town.

(b) An employee who is perceived to be under the influence of drugs will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors and will conduct the appropriate drug test if reasonable suspicion is found. The determination of what action is appropriate in each case rests solely with the Town.

(c) Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Head who shall immediately notify the Human Resources Director.

(d) For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.

(e) The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property, or the prescription must be available to be brought in by the employee and made available upon request by the employee's supervisor within a reasonable period of time.

(f) It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Section 6 TESTING PROCEDURES AND EMPLOYEE PROTECTION

The following procedure will be used for testing in accordance with this Policy and Chapter 440:

A. A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

B. Specimen collection must be documented and the documentation procedures shall include: (1) labeling specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results; and (2) a form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test but shall be taken into account in interpreting any positive confirmed test result.

C. Specimen collection, storage, and transportation to testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.

D. Each confirmation test conducted shall be conducted by a licensed or certified laboratory pursuant to Chapter 440.

E. A specimen may be taken or collected by: a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment; or a qualified person employed by a licensed or certified laboratory as outlined in Chapter 440.

F. The person who collects or takes a specimen shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.

G. Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative

appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be tested and for the integrity of the chain of custody during such transfer.

H. Within 5 working days after receipt of a positive confirmed test result from the medical review officer, the Town shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide the employee or job applicant a copy of the test results upon request.

I. Within 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 result, and explaining why the result does not constitute a violation of the employer's policy.

J. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the Town, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the Town to the employee or job applicant; and all such documentation shall be kept confidential by the Town pursuant to Chapter 440 and shall be retained by the Town for at least 1 year.

K. The Town may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.

L. The Town shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.

M. The Town shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the Town.

N. The Town shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the Town, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program.

Unless otherwise provided by a collective bargaining agreement, the Town may select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.

O. If drug testing is conducted based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the Town pursuant to subsection (8) of Section 440.102, and shall be retained by the employer for at least 1 year.

P. All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Q. Confirmation Testing

1. If an initial drug test is negative, the Town may in its sole discretion seek a confirmation test.
2. Only licensed or certified laboratories may conduct confirmation drug tests.
3. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.
4. If an initial drug test of an employee or job applicant is confirmed as positive, the Town's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

Section 7 TOWN PROTECTION

a. An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.

b. No physician-patient relationship is created between an employee or job applicant and the Town or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.

c. If an employee or job applicant refuses to submit to a drug test, the Town is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or applicant as otherwise provided in Section 440.102.

Section 8 CONFIDENTIALITY PURSUANT TO SUBSECTION (8) OF SECTION 440.102, FLORIDA STATUTES

d. Except as otherwise provided in this subsection, 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 and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.

e. The Town laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

f. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.
g. This subsection does not prohibit the Town, an agent of the Town, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.
h. In accordance with Attorney General Opinion 2013-19, drug test results obtained by the Town pursuant to this drug-testing program are not subject to inspection or copying pursuant to a request under Chapter 119, Florida Statutes, Florida's Public Records Law.

Section 9 DRUG TESTING STANDARDS FOR LABORATORIES

The Town will follow the Drug-Testing Standards for Laboratories as outlined in subsection (9) of Section 440.102, Florida Statutes. Also see the drug-testing standards included in Chapter 59A-24 of the Florida Administrative Code, which will be provided upon request.

Section 10 EMPLOYEES TESTING POSITIVE FOR DRUG USE

i. If an employee in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the Town must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.
j. An employee in a special-risk position may be discharged or disciplined by the Town for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the Town, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

Section 11 ARREST OR CONVICTION FOR DRUG-RELATED CRIME

A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:

1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or other disciplinary action, or the employee may be reinstated depending upon the facts and circumstances.

2. If convicted of a drug-related crime, an employee will be terminated from employment.

3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.

4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.

B. As a condition of continued employment, an employee shall notify the Town of any criminal drug statute arrest or conviction immediately or by the beginning of the next business day.

Section 12 DENIAL OF BENEFITS

The Town shall deny an employee medical or indemnity benefits under Chapter 440 for a violation of the Drug-Free workplace program implemented by the Town.

Section 13 INVESTIGATIONS/SEARCHES

A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.

B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.

C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

C. Employees will be subject to discipline, up to and including termination of employment for refusing to cooperate with searches or investigations.

Section 14. The Town agrees to reimburse employees for any costs not covered by Town insurance for required physical examinations.

ARTICLE 14
HOURS OF WORK AND OVERTIME COMPENSATION

Section 1. The normal workweek for full-time bargaining unit employees shall consist of; five (5) eight (8) hour workdays, Monday through Friday, 7:30 a.m. to 4:00 p.m., except the Sanitation Division and the Marina Department, which schedules are already in effect as of October 1, 2008.

Section 2. Overtime shall be authorized and approved in advance by the applicable Department Head only in instances necessary to ensure the efficient operation of Town business. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1&½) times the employee's regular prevailing hourly rate, and paid in the form of money compensation in the employee's next regular paycheck for the period during which the overtime was worked, or compensatory time, at the employee's option.

Time worked for the purposes of calculating overtime shall include holidays and all scheduled leave time.

Section 3. A call back is a request by management to return to work at a time when an employee is not regularly scheduled to work. When an employee is required to return to work at a time that is not continuous with his regular hours of work, the employee will be paid a minimum of two hours at the prevailing rate of pay, regardless of whether the actual hours worked are less than two hours. All call-back time will be paid at time and one-half the employee's regularly prevailing hourly rate, regardless of actual hours worked in the particular week.

Section 4. During a declared emergency and during regular working hours, non-exempt full-time employees who are not required to work by the Town Manager may be sent home and paid their regular rate of pay based upon their scheduled hours.

ARTICLE 15
WORKING OUT OF CLASSIFICATION

Section1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher classification for three (3) work days (24 hours) or more shall be paid, in addition to his normal wages, an incentive payment equal to five percent (5%) of the employee's regular hourly rate or the minimum rate of pay for that temporary classification actually worked, whichever is greater for each hour worked in the higher classification.

Section 2. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties as a foreman for three work (3) work days (24 hours) or more shall be paid at the entry rate of the foreman classification, or 5% above the employee's prevailing hourly rate of pay, whichever is greater, for all hours worked.

ARTICLE 16
SAFETY AND EQUIPMENT

Section 1. The Town agrees to provide all employees with safety shoes and agrees to repair or replace such shoes as determined in the judgment of the Foremen.

Section 2. Safety shoes shall be worn by Public Works Department employees at all times, while on the job unless there exists reasonable justification for failing to do so. An employee reporting for work without safety shoes shall report such fact to the Department Head, or designee, prior to starting work.

Section 3. The Town shall abide by all federal and state safety requirements pertinent to members of this bargaining unit. The Town shall provide all necessary safety equipment, including safety shoes and protective clothing, as required. All employees must use safety equipment.

Section 4. All employees shall wear uniforms provided by the Town unless the Department Head approves an exception.

ARTICLE 17
TRAINING

The Town shall pay for the cost of any training that is necessary for an employee to maintain any required licenses or certification and for at least one (1) training course per employee per year consistent with the budget of the Department and other operational concerns as determined in the sole discretion of the Department Head.

ARTICLE 18
EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES

Section 1. The Federation recognizes and acknowledges that the Town has the right to maintain appropriate discipline among its employees. Employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a respectful manner that reflects positively upon the Town. The Town shall have the right to discipline its employees for cause. Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, that employee shall be subject to disciplinary action as appropriate.

All employees must be given a notice of ~~the~~ a reported infraction within five (5) business days after the occurrence of the infraction. ~~or five (5) business days after the last witness was interviewed in the case of an investigation.~~

All discipline shall be progressive and corrective in nature rather than punitive and should follow the discipline steps outlined in this article. However the discipline steps may be skipped depending on the severity of the infraction, such as theft, fighting, drinking or possession of illegal drugs.

Section 2. Progression of disciplinary actions that may be taken against Town employees may include:

(a) Documented Written Verbal reprimand

(b) Written reprimand

(c) Suspension of one (1) to three (3) days without pay

(d) Suspension greater than three (3) days without pay

(e) Discharge of Employment

Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the meeting, if the employee requests one and if the employee has reasonable grounds to believe the meeting may result in disciplinary action against the employee.

Union
Date: 1-4-16

Town DD
Date: 1-4-16

Section 4. The Town reserves the right to treat each disciplinary occurrence individually. The Town further reserves the right and has the duty to judge each incident separately, and may modify penalties to include lesser or more severe penalties when appropriate circumstances exist.

Documented verbal written reprimands (for Category I offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offense during the succeeding twenty-four (24) months. Documented written reprimands (for Category II offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offenses during the succeeding 36 months.

Section 5. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of the Town's business and reasonable penalties for violations of such rules provided said rules and regulations do not conflict with any provisions of this Agreement or any terms and conditions of employment.

ARTICLE 19
EDUCATION

Section 1. The Town agrees to pay for textbooks purchased by employees, if not available from the Town's Library, required for an approved college program. In each case, it will be stipulated that these textbooks are to be turned over to the Town's Library when the employee has completed his course.

Section 2. The Town agrees to pay the cost of tuition for programs related to the employee's job function at an accredited community college or college, for employees provided that the following conditions are met by the employee:

- The employee must provide full course information to his Department Head no later than April 1st for determination as to whether the program is related to the employee's job function;

- The course must commence after October 1st of the upcoming fiscal year; and

- The Department Head, in consultation with the Town Manager during the development of the relevant departmental budget for the upcoming fiscal year, will determine whether the cost of tuition and textbooks can be budgeted subject to the approval of the Town Commission. Nothing herein shall be construed as guaranteeing that such funds shall be included in the adopted budget and available at the required time.

Section 3. When feasible, as determined by the Department Head, the Town will arrange the working schedules of employees attending advanced college courses on approved programs, so that there will be no interruption of their studies.

Section 4. Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Head.

Section 5. The employee shall provide a copy of all grade reports to the Department Head upon receipt by the employee. If, for any reason, the employee does not complete a course or does not pass that course, any monies provided by the Town for that course, all cost and materials, will be deducted from the employee's pay check within thirty (30) days of notification of such failure.

Section 6. Reimbursement is based upon receipt of the grade achieved or the equivalent record of achievement as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C	No reimbursement

Section 7. Any decision made by the Department Head with respect to whether or not a college program or a specific course within a given program is job related and in the best interest of the Town, shall not be subject to the grievance and/or arbitration procedure contained herein, and such decision by the Department Head can be appealed to the Town Manager.

Section 8. If an employee receiving benefits under this Article does not continue his employment for a period of at least two (2) years after his completion of his approved program, or courses within the approved program, the employee shall reimburse to the Town the total monies expended on his behalf, under this Article, by the Town. Such monies owed to the Town under this section shall be deducted from the final separation paycheck of the employee. The repayment of monies as provided for in this section shall not apply to an employee who is discharged by the Town within the above stated two (2) year period.

ARTICLE 20
HOLIDAYS

Section 1. The Town agrees to recognize the following paid holidays for bargaining unit members:

New Years Day
Martin Luther King's Birthday
Presidents' Day
Spring Holiday (as set forth in the Annual Town Calendar)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day[3]

Section 2. Employees must work their entire scheduled work day before and their entire scheduled work day after the holiday (or be on approved paid leave) in order to be paid for the holiday, unless the holiday occurs while the employee is on paid time off.

Section 3. Employees who work on holidays shall receive pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of this article.

[3] Please see Article 21 Section 9 for language pertaining to the employee's birthday holiday and the floating holiday.

ARTICLE 21
VACATION LEAVE, SICK LEAVE, TERMINAL PAY, AND PERSONAL LEAVE

VACATION LEAVE

Section 1. Vacation leave shall accrue in accordance with the schedule set forth below:

	Hours/Bi-weekly Pay Period	Days
Through completion of 5 years service	5.0	16
6 years through completion of 10 years service	6.0	19.5
After completion of 10 or more years of service	8.0	26

Section 2. Vacation leave may be used by the employee for the purpose of vacation, in accordance with the provisions set forth within this Article.

Section 3. Vacation leave may accrue to a maximum of 480 hours, (60 days); upon separation of employment no employee shall be paid more than a maximum of 240 hours (30 days) of vacation leave.

Section 4. Employees are encouraged to use at least five (5) vacation leave days per calendar year for purposes of vacation.

Section 5. An employee seeking to use his vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Head at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive working days must be submitted to the office of the Department Head at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Head, which approval shall not be unreasonably withheld. The Department Head, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this Section

Section 6. An employee may take all of his accrued vacation leave for purposes of vacation and/or personal matters, up to a maximum of four (4) weeks at any one time, at the discretion of the Department Head.

Section 7. Probationary employees shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town.

Section 8. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination.

Section 9. The Town provides two (2) additional eight-hour days of leave – i.e., the employee's birthday holiday and a floating holiday, both of which shall be scheduled by the employee pursuant to the Town's vacation leave request procedure, which shall count toward the overtime calculation.

SICK LEAVE

Section 10: All full-time employees shall accrue sick leave at the rate of 2.16 hours per pay period, or seven (7) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

Section 11: To be granted sick leave with pay, the following procedures must be strictly adhered to:

(a) The employee shall notify the Department Head or their supervisor not later than one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employee's absence shall result in an unauthorized leave without pay for that day.
(b) Sick leave shall not be authorized prior to the time it is earned and credited to the employee.
(c) Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.
(d) Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Head and the Town Manager.
(e) Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence, or at the discretion of the Department Head, the employee may be required to submit a physician's certification of illness. Claiming sick leave when physically fit shall be cause for discharge.

TERMINAL PAY

Section 12. The Town will provide terminal pay (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation, layoff, or retirement, or to their beneficiaries if service is terminated by death. Terminal pay shall not exceed an amount determined as follows:

6 months - 5 years full-time service	25 % times the number of days (or hours) of accumulated sick leave
6-10 years full-time service	37.5 % times the number of day s(or hours) of accumulated sick leave
10+ years full-time service	50 % times the number of days (or hours) of accumulated sick leave.

PERSONAL LEAVE:

Section 13. Employees may use five (5) days of sick leave per fiscal year designated as personal leave.

Section 14. Employees seeking to use personal leave must provide notification in accordance with the employee's departmental procedures prior to the beginning of the employee's workday.

Section 15. Personal Leave cannot be carried over from year to year. Personal leave must be used in a minimum of full hour increments.

ARTICLE 22
MAJOR ILLNESS LEAVE

Section 1. Paid major illness leave is available upon application by employees who need to be off work for an extended period due to their own major illness or injury. Major illness leave may not be utilized by employees who are injured in the line of duty (Workers' Compensation).

A major illness is defined generally as a non-work related illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits.**

Section 2. Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 3. Employees applying for the use of major illness leave must submit a Physician's Certificate documenting the illness. The application for receiving major illness leave must be recommended by the Department Head and forwarded to the Town Manager for consideration and possible approval. Following the use of major illness leave for purposes other than absences due to ongoing intermittent/continual treatment, a doctor's statement of "fitness for full duty" shall be required in order to return to work.

Section 4. Employees who become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use vacation leave to supplement the short-term and long-term disability.

ARTICLE 23
BEREAVEMENT LEAVE

Section 1. The Town agrees that when a death occurs in the immediate family of an employee, he or she shall be granted three (3) days of paid leave at their prevailing rate of pay. In the event that the funeral is held in a state other than Florida, an additional two days of paid funeral leave may be granted at the discretion of the Department Head.

Section 2. For the purpose of this Article, the immediate family shall consist of: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.

Section 3. Proof of death of the immediate family member must be furnished to the Department Head in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Such proof of death shall be a published death notice or such other documentation that is acceptable to the Department Head.

ARTICLE 24
JURY DUTY

Section 1. Any full-time employee who is required to be absent from his regular duties by reason of jury duty shall be excused from duty with pay. If the employee receives payment from the Court, the employee must endorse the check over to the Town.

Section 2. Employees who seek to be excused from duty under this article shall present official notice of jury duty to their supervisor at least twenty-four (24) hours in advance of the scheduled jury duty (unless the employee actually receives less than twenty-four hours advance notice of jury duty). Employees who are required to be absent from duty by reason of jury duty shall submit documentation to the Town showing all days and hours of jury duty upon return to work. Upon being released from jury duty the employee shall immediately report for work except that employees released from jury duty on or after 2:00 p.m. shall not be required to report for work until the next working day.

ARTICLE 25
INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

Insurance Benefits

A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.

B. The Town agrees to continue to maintain the same level of coverage (Medical, Dental and Vision) and the Town's eligible employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan as is afforded to all eligible employees.

C. The employee's agree to share equally in any adjustment in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits equal to all other eligible Town employees. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

D. The Town agrees to continue to maintain the same level of coverage for short term and long term disability as defined in the schedule of employee benefits as is afforded to all regular full-time employees.

E. The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) vaccine as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.

ARTICLE 26
WAGE SCALE

Section 1. Effective October 1, 2015 through September 30, 2016, the pay ranges for the bargaining unit employees shall be as follows:

POSITION TITLES	MINIMUM FY 2015-16		MAXIMUM FY 2015-16	
	PER YEAR	PER HR	PER YEAR	PER HR
Department: Public Works				
Custodian	21,403.20	10.29	32,884.80	15.81
Equipment Operator I	23,649.60	11.37	35,401.60	17.02
Equipment Operator II	29,286.40	14.08	50,585.60	24.32
Equipment Operator III	34,902.40	16.78	53,060.80	25.51
Facilities Maintenance Worker I	25,105.60	12.07	36,254.40	17.43
Facilities Maintenance Worker II	31,304.00	15.05	43,305.60	20.82
Facilities Maintenance Worker III	37,856.00	18.20	57,595.20	27.69
Facilities Mechanic I	29,723.20	14.29	40,081.60	19.27
Facilities Mechanic II	33,987.20	16.34	47,257.60	22.72
Foreman General Infrastructure	43,638.40	20.98	69,763.20	33.54
Grounds Maintenance Crew Leader	30,659.20	14.74	48,276.80	23.21
Grounds Maintenance Foreman	36,316.80	17.46	58,448.00	28.10
Irrigation Technician I	28,475.20	13.69	42,868.80	20.61
Irrigation Technician II	33,196.80	15.96	46,113.60	22.17
Maintenance Worker I	21,403.20	10.29	32,884.80	15.81
Maintenance Worker II	24,044.80	11.56	36,670.40	17.63
Maintenance Worker III	31,054.40	14.93	48,672.00	23.40
Mechanic I	26,416.00	12.70	40,456.00	19.45
Mechanic II	31,532.80	15.16	53,206.40	25.58
Operations Technician I	30,846.40	14.83	45,011.20	21.64
Sanitation Foreman	37,980.80	18.26	60,756.80	29.21
Storm Water Technician I	31,054.40	14.93	48,672.00	23.40
Storm Water Technician II	34,902.40	16.78	53,060.80	25.51
Traffic Maintenance Technician I	28,475.20	13.69	37,710.40	18.13
Traffic Maintenance Technician II	31,740.80	15.26	41,745.60	20.07
Vehicle Maintenance Foreman	38,292.80	18.41	60,819.20	29.24
Department: Marina				
Dock Attendant	31,200.00	15.00	42,432.00	20.40

Section 2. The Town Manager may in his discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. All employees covered by this Agreement shall receive a two (2) percent cost-of-living increase in their annual compensation retroactive to October 1, 2015 for the first year of this Agreement, and for each of the second and third year of this Agreement.

Additionally, all employees covered by this Agreement shall be eligible to receive the following merit increases during the second and third year of this Agreement based upon the outcome of their individual performance evaluations:

For achieving a total rating factor of 2.5 to 3.0. . . . . 1&½ percent increase

For achieving a total rating factor of greater than 3.0. . . . . .2 percent increase

Such merit increases shall sunset at the end of the third year of this Agreement.

Section 4. Full-time employees shall receive longevity payments in the cardinal years of their employment at rates which match the year reached: 5 years, $500, 10 years, $1000, 15 years, $1,500, and so on. Employees receiving longevity prior to 10-1-99 under the previous plan ($500/year 5 -10 years, $1000/year 10+ years) shall continue to receive longevity at this rate until the pension plan negotiated between the parties is implemented. When the pension plan is implemented all longevity will be paid at one half the current rates ($250 for 5 -10 years; $500 for 10 + years) for those employees already receiving longevity as of 10-1-99 only. Employee's not yet in longevity, it will be as described in sentence 1 of this paragraph.

Section 5. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

ARTICLE 27
ILLNESS/INJURY IN THE LINE OF DUTY

Section 1. A Town employee who sustains an illness/injury in the line of duty shall pursuant to Chapter 440 Florida Statutes receive a benefit equal to the employee's normal salary less Workers' Compensation, Social Security and any other such benefits received by the employee which are provided by the Town as set forth in the Employee Handbook.

Section 2. For a period not to exceed ninety (90) calendar days, the Town shall contribute a portion of the injured employee's salary to ensure that the employee receives 100 percent of his salary. Such benefit shall not be provided when it is determined that the illness/injury occurred through the employee's negligence or willful misconduct. The employee may then draw upon accrued sick leave. Thereafter, the injured employee shall receive the salary percentage set forth in applicable Florida law.

ARTICLE 28
PENSION FUND

The Town will provide a defined contribution pension plan to all full-time employees of the bargaining unit. Such employee will be able to choose among investment alternatives of the plan for funds contributed on his behalf.

After one (1) year of continuous full-time employment with the Town, the Town will contribute five (5) percent of each employee's compensation to the employee's pension fund. In addition, for those employees who choose to contribute to the Town-sponsored deferred compensation plan, the Town will match one-half of a employee's contribution up to two and one-half (2 ½) percent of the employee's annual compensation. The Town's maximum contribution to a member's retirement account will be seven and one-half (7 ½) percent of the employee's annual compensation. Each member may contribute up to an amount applicable under current law each year to his retirement account.

Should the Town desire to modify the pension plan provider, the Town will impact bargain.

ARTICLE 29
SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not affect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall take effect retroactive to October 1, 2015 upon ratification by the parties and shall remain in full force and effect through the 30th day of September, 2018 unless written notice of termination or amendment is given by either party 150 days but not less than sixty (60) days prior to the expiration of this Agreement.

Dated this_____ day of _____, 2015.

ON BEHALF OF THE

TOWN OF LAKE PARK

_____
TOWN MANAGER

_____
MAYOR

TOWN SEAL ATTEST:

_____
WITNESS

_____
TOWN CLERK

ON BEHALF OF THE UNION

Federation of Public Employees, A Division of the National Federation Of Public and Private Employees (AFL-CIO)

_____
BUSINESS REPRESENTATIVE

_____
DIVISION PRESIDENT

Federation of Public Employees

A Division of National Federation of Public and Private Employees (AFL-CIO)
An Affiliate of District 1 – MEBA (AFL-CIO)
1700 NW 66th Avenue, Suite 100, Plantation, Florida 33313
Phone: (954) 797-7575 ~ Fax: (954) 797-2922

EXHIBIT A

☐ **Application for Membership** or
☐ **Notice of New Employment**

Employer_____ Recruited by_____ Hire Date _____

I hereby apply for membership in the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 – MEBA (AFL-CIO). In so doing, I agree and promise to faithfully obey the Constitution and By-Laws and to conform to all the rules of the Federation, pending the final acceptance as a member.

Further, I attest that I do not believe in, and am not a member of, nor do I support any organization that believes in or teaches the overthrow of the United States government, by force or by illegal or unconstitutional methods. I certify that the statements in this application are true.

I further designate the beneficiary identified below for purposes of any and all union sponsored benefits unless otherwise designated on a separate form specific to that benefit:

(Please Print or Type)

Name (print) _____ Home Ph. _____ Cell Ph._____
Last First Middle area code number area code number

Birth date: _____ Soc. Security #: _____ Employee #_____

Job Classification: _____ Marital Status: _____ ☐ male ☐ female

Address: _____
Street Apt. # City State Zip Code

E-Mail Address _____

Previous Membership: Date Withdrawn: _____

Your Signature:_____ Date Signed: _____

Closest Living Relative: _____ Relationship: _____

Beneficiary: _____ Relationship: _____

Please circle your shirt size: S M L XL XXL XXXL

Authorization to Deduct

To (My Employer)

I hereby assign to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 – MEBA (AFL-CIO), from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Federation and become due to it as my membership dues in said Federation.

This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification to my employers and the Federation.

Dues, contributions or gifts to the Federation of the Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1-MEBA (AFL-CIO), are not deductible as charitable contributions for Federal Income Tax purposes. Dues paid to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 – MEBA (AFL-CIO), however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Department/Location: _____ Name (print):_____

Work and/or Cell #: _____ Name (signature)_____

Soc. Security #:_____ Today's Date:_____

PUB.revised 02/14/2011

For Office Use Only

Date Approved by DIC: _____ Date Approved by Membership: _____ Representative's Signature: _____

EXHIBIT B

GRIEVANCE FORM & PUBLIC RECORDS REQUEST CHAPTER 119

FEDERATION OF PUBLIC EMPLOYEES

A division of the National Federation of Public & Private Employees
Affiliated with District 1-MEBA (AFL-CIO)
*1700 N.W. 66th Avenue * Suite 100-B, Plantation, Florida 33313*
Office (954) 797-7575 Fax (954) 797-2922

Employer	Employer Phone	Grievance	Date
Member's Name	Location/Dept	Classification	
Member's Address		Phone:	
Immediate Supervisor's Name		Phone:	

1.

2. Specify the Article's of the Agreement which is/are violated:

3. What is the remedy and/or relief sought?

Please allow this letter to serve as the Federation's formal request pursuant to Florida Statues 119 & 447 as follows:

- ☐ All documents relied on in imposing discipline
- ☐ Employee evaluations; discipline
- ☐ All time cards for the last ___ months
- ☐ All memoranda/emails, video tapes, cd-roms, floppy disks pertaining to the above-listed
- ☐ Witness statements
- ☐ Job descriptions for grievant
- ☐ Personnel file (see attached release)
- ☐ Other:

I hereby authorize the Federation of Public Employees to act for me in the disposition and settling of this grievance.

Date: _____ Employee Signature _____

Date_____ Steward's Signature _____

Date:_____ Representative's Signature _____

COPY OF SEPTEMBER 25, 2015 LETTER FROM THE FEDERATION OF PUBLIC EMPLOYEES

FEDERATION OF PUBLIC EMPLOYEES

A Division of the National Federation of Public and Private Employees
An Affiliate of District 1- Marine Engineers Beneficial Association (MEBA), (AFL-CIO)

DANIEL D. REYNOLDS
Division President

ANTHONY MARCIANO
Division Secretary/Treasurer

September 25, 2015

John D'Agostino, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SENT VIA US MAIL AND FACSIMILE TO (561) 881-3314

Dear Mr. D'Agostino:

This letter is to advise you that the Federation of Public Employees held a ratification vote for the Town of Lake Park Bargaining Unit on September 25, 2015.

Please be advised that the majority of bargaining unit employees in attendance voted to accept the Collective Bargaining Agreement between the Federation and The Town of Lake Park.

If you need any additional information, please do not hesitate to contact me.

Sincerely,

Yvette Fishman

Yvette Fishman, Secretary to:

Guy T. Masters
Business Representative

TAB 8

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 6, 2016 **Agenda Item No.** Tab 8

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE SCHEDULE OF FEES FOR DEVELOPMENT AND OTHER APPLICATIONS BY REPEALING THOSE FEES RELATED TO PARKING METERS.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] ORDINANCE ON __ READING
[X] NEW BUSINESS - RESOLUTION
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 12/22/15

Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: **Community Development**	Costs: **$0** Funding Source: Acct. # [ ] Finance _____	**Attachments:** ➔ **Resolution 02-01-16**
Advertised: Date: Paper: **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case *ND* **Please initial one.**

Summary Explanation/Background:

The Town Commission voted to eliminate the parking meters starting October 1, 2015. Consequently, the fee schedule must be amended to eliminate all parking meter related fees.

Recommended Motion: I move to APPROVE Resolution 02-01-16.

RESOLUTION NO. 02-01-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE SCHEDULE OF FEES FOR DEVELOPMENT AND OTHER APPLICATIONS BY ELIMINATING THOSE FEES RELATED TO PARKING METERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission previously adopted Resolution No. 20-05-09, Resolution 30-08-10, and Resolution 36-10-11 which served to create and amend development and other application fees; and

WHEREAS, in September of 2015, the Town Commission took such actions as necessary to eliminate the use of parking meters in the Town where they were previously installed in 2009, effective October 1, 2015; and

WHEREAS, there now being no parking meters in the Town, it is appropriate to eliminate all parking meter related fees as set forth on **Exhibit "A"**.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Town Commission hereby adopts the amended Schedule of Fees as contained in **Exhibit "A"** which is attached hereto and incorporated herein.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

EXHIBIT "A"

SECTION 1

DEVELOPMENT REVIEW PERMIT FEE SCHEDULE

No.	TYPE OF FEE	FEE
1	Abandonment of rights of way	$1500.00
2	Abandonment of easements	$1500.00
3	Appeal of Administrative Decisions	$600.00
4	Comprehensive Plan amendment	$1250.00
5	Comprehensive future land use map change	$1250.00
6	Development of Regional Impact	$3000.00
	a. Annual report review	$500.00
7	Development Approval extension	$1000.00
8	Developer Agreements	$1500.00
9	Planned Unit Development	
	a. Master Plan approval	$1750.00
	b. Modification of an approved Master Plan	$750.00
10	Site plan, nonresidential	
	a. 0-14999 square feet	$1000.00
	b. Greater than 14999 square feet	$1500.00
11	Site Plan residential	
	a. Base fee	$750.00
	b. Additional fee, greater of 10.00 per dwelling unit or lot	$10.00 per unit
12	Special Exception, nonresidential	
	a. 0-14999 square feet	$750.00
	b. Greater than 14999 square feet	$1250.00
13	Special Exception, residential	
	a. 0-14999 square feet	$750.00
	b. Greater than 14999 square feet	$1250.00

14	Variance, nonresidential	$750.00
15	Variance, residential principal structure	$550.00
16	Vegetation removal and land clearing permit	$500.00
17	Zoning code text amendment	$1250.00
18	Zoning map amendment	$1250.00
19	Zoning determination letter	$85.00
20	Zoning Confirmation Certificate	$85.00
21	Home Occupation Zoning Confirmation Certificate	$85.00
22	Special Event Permit (non-profit)	$25.00
23	Special Event Permit (commercial entity)	$75.00
24	Minor Replat/Plat	$500.00
25	Tree Removal	$50
26	Telecommunications Tower Pre-application permit	$250
27	Telecommunications Tower/Co-Location Application	$1500
28	Certificate of Appropriateness (Historic Preservation)	$100
29	Site Plan or Development Approval Amendment	$250
30	Abatement Request Application - Code	$50
31	Time Extension Application - Code	$50
32	Out of Town Business Registration Application	$25
33	Name Change Administrative Fee	$25
34	PADD Waiver	$750
~~35~~	~~Parking meter fee per hour~~	~~$1.00~~
~~36~~	~~Parking meter fee per quarter hour~~	~~$.25~~
~~37~~	~~Parking meter discounts, passes and bulk purchases~~	~~TBD by the Town Mgr~~
~~38~~	~~Expired meter – illegal parking fine per ticket~~	~~$20~~
~~39~~	~~Unauthorized parking in a handicapped space or zone~~	~~$500~~
~~40~~35	Annual Mobile Vendor fee	$250
~~41~~36	Mobile Vendor fee per event	$25
~~42~~37	Marina Event Fee – per event	$500

~~43~~38	Annual Bank Registration Fee	$150
~~44~~39	Resident Only Decal Fee (*valid in all metered areas except Lake Shore Park Lots and Marina Lots*)	$45
~~45~~40	Resident and Non-Resident Decal Fee (valid in all metered areas)	$100

Recovery of additional costs. In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant to assist Town staff in the review and processing of applications for development orders, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.
2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application for a development order, and the preparation and/or review of legal documents.
3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the Town Commission takes final action on the application, the Town shall refund any unused cost deposit funds to the applicant.
5) The minimum cost deposit shall be $800.00 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

TAB 9

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 6, 2016 **Agenda Item No.** Tab 9

Agenda Title: Approval of Terms for New Agreement with Palm Beach County Regarding the CDBG Funded Activities for Fiscal Years 2014, 2015, and 2016

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 12/22/15

David Hunt / Public Works Director

Originating Department: **Public Works**	**Costs: approx. $437,555** **Funding Source: Community Development Block Grants** **Acct. # 301-337.319** **301-337.325** **[X] Finance** _____	**Attachments:** **- Original Agreement with County** **- Town's Request to Amend the CDBG Agreement with Palm Beach County** **- Palm Beach County's Authorization to Replace the Current Agreement**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or **Not applicable in this case** **Please initial one.**

Summary Explanation/Background: On March 10, 2015, the Palm Beach County Board of County Commissioners (BCC) approved the execution of an inter-local agreement (Agreement) between the Town and the County for participation in the Community Development Block Grant (CDBG) program as funded by the United States Department of Housing and Urban Development. In addition to identifying the amount of funds available from two fiscal years of entitlements ($40,650 for Fiscal Year 2014 and $362,941 for Fiscal Year 2015), the Agreement defined the reimbursable activities that the Town could proceed with and the benchmarks for completion of specific tasks.

The original Scope of Work to be performed in Lake Shore and Kelsey Parks entails the construction of two new restrooms, remodeling of the existing restroom, installation of a new tennis court lighting system, and demolition of two existing buildings. It was not until the Town paid a design professional to provide construction estimates that it became apparent that the available grant funds would not cover all of the expenses.

The Town Commission approved staff's recommendations to adjust the Scope of Work in order to meet the budget at the September 16, 2015, Design Workshop.

On April 30, 2015, the Town submitted a project proposal to the County's Department of Economic Sustainability that would be reimbursed with the Fiscal Year 2016 CDBG funds in the amount of $33,964. It was proposed to replace some of the deteriorated park benches and litter receptacles in Kelsey Park. Since this project was located in the same area as the Fiscal Year 2015 project, the County recommended that the Town's design professional specify the products and include their purchase and placement in the construction documents.

Because of the extensive changes to the scope of work, the additional time needed to prepare specifications, and the bundling of multiple years' grant funds, the County has recommended entering into a new Agreement with the Town rather than amending the existing Agreement.

The Commission is requested to consider for approval the following changes to the original Agreement with the County:

- Task the Architectural Consultant to specify the park benches and litter receptacles and indicate their location on the site plan. Add these additional costs to the existing professional services contract.
- Purchase and install park benches and litter receptacles as part of the construction contract.
- Include the placement of underground power supply lines running to the future light pole locations into the current construction contract. This item will appear as an alternate in the construction bid documents.
- Task the Architectural Consultant to specify the re-roof of one of the buildings adjacent to the remodeled restroom in the construction plans. Add this additional cost to the existing professional services contract. (Note: the County does not consider the re-roofing of the Tennis Pro / Recreation Director building eligible for reimbursement. This project can be specified and placed into the construction bid documents as an Alternate, but the Town would have to fund all associated costs.)
- Re-roof one of the buildings adjacent to the remodeled restroom building in Lake Shore Park. This roof will match the new roof approved to be placed on the existing restroom. This item will appear as an alternate in the construction bid documents.
- Task the Architectural Consultant to specify the use of dimensional asphalt shingles throughout the project. This item will appear as an alternate in the construction bid documents. Add these additional costs to the existing professional services contract.
- Strike the following task from the approved Agreement's Scope of Work: Lake Shore Park, "Construct a new building with ADA compliant restrooms to meet needs of park users, complete with A/C unit, related amenities, site work, mechanical upgrades (where necessary) and landscaping."
- Amend the following task in the approved Agreement's Scope of Work: Kelsey Park; construct a restroom facility of approximately 840 S.F. (increased from 580 S.F.).

- Consolidate the Fiscal Year 2016 CDBG funds with the Fiscal Year 2014 and Fiscal Year 2015 funds. The Town will have approximately $437,555 available for completion of the design and construction of the pre-approved projects listed above.
- Due to the expanded Scope of Work, adjust the Performance Benchmarks for the following tasks: Completion of Design, Advertising, Bid Acceptance and Contract Award, Construction Start date, Completion of Construction Contracts, and Submittal of All Final Reimbursement Requests.

The Town Commission approval, in concept, of the foregoing changes will be forwarded to the County and a formal document will be prepared for approval by the BCC.

Recommended Motion: I recommend approving the replacement of the current CDBG Agreement with Palm Beach County with a new Agreement that includes revisions to the project scope that are acceptable to Palm Beach County, includes the Fiscal Year 2016 project scope along with accompanying funds, and establishes new Performance Benchmarks.

Agenda Item #: 3I-5
T/A 7-0
R-2015-0299

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	**March 10, 2015**	**[X] Consent** **[ ] Ordinance**	**[ ] Regular** **[ ] Public Hearing**
Department:	**Department of Economic Sustainability**		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with the Town of Lake Park in the amount of $403,591 for the period of March 10, 2015 through August 30, 2016.

Summary: The Agreement provides Community Development Block Grant (CDBG) funding for restroom demolition, reconstruction and renovation, and related site improvements in Kelsey Park and Lake Shore Park located at 601 Federal Highway and 600 Lake Shore Drive in Lake Park, respectively. On July 22, 2014, the Board of County Commissioners (BCC) approved the Fiscal Year 2014-2015 Action Plan (R2014-1079) which provided a formula allocation of $53,941 for Kelsey Park and an Area of Hope allocation of $309,000 for Lake Shore Park. In addition, on July 16, 2013, the BCC approved the Fiscal Year 2013-2014 Action Plan (R2013-0950) which provided a formula allocated of $40,650 for Kelsey Park. **This funding is projected to create 13 jobs and have a one (1) year Economic Sustainability Impact of $1 Million. These are Federal CDBG funds which require no local match.** (DES Contract Development) District 1 (JB)

Background and Justification: The Town of Lake Park has executed an Inter-local Agreement with Palm Beach County to participate in the CDBG program as funded by the United States Department of Housing and Urban Development. This project has been determined by the Department of Economic Sustainability to be an eligible activity under the CDBG program.

Attachments:
1. Location Map
2. Agreement with the Town of Lake Park with Exhibits A to C

Recommended By: _____ 2-13-15
Department Director — **Date**

Approved By: _____ 2/25/15
for **Assistant County Administrator** — **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	$403,591				
Operating Costs					
External Revenues	($403,591)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

Is Item Included In Current Budget? Yes X No ____

Budget Account Numbers:

Fund 1101 Dept 143 Unit 1431 Object 8101 Program Code/Period BG40D/GY13: $40,650
Fund 1101 Dept 143 Unit 1431 Object 8101 Program Code/Period BG40D/GY14: $53,941
Fund 1101 Dept 143 Unit 1431 Object 8101 Program Code/Period BG40E/GY14: $309,000

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Approval of this Agenda Item will allocate $403,591 of CDBG funds to the Town of Lake Park.

C. Departmental Fiscal Review: _____
Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

_____ 2/18/15
OFMB 2/17 2/18

_____ 2/23/15
Contract Development and Control

B. Legal Sufficiency:

_____
Assistant County Attorney 2/23/15

C. Other Department Review:

_____
Department Director

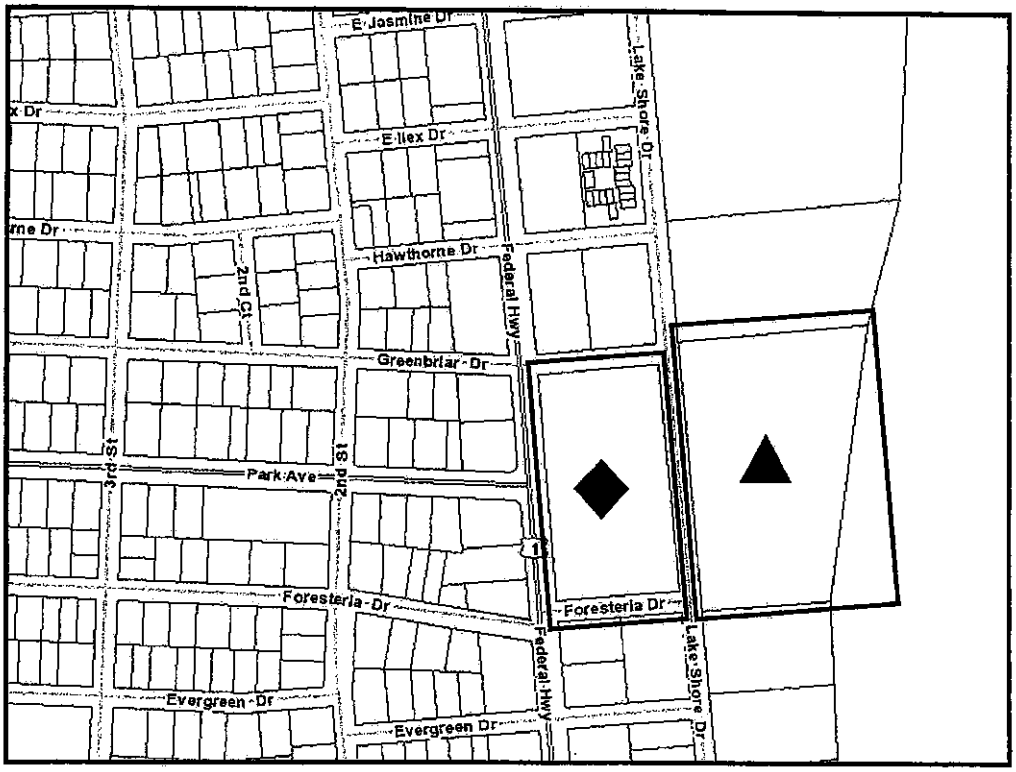
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

LOCATION MAP

◆ **Kelsey Park, 601 Federal Highway, Lake Park**

North ↑

▲ **Lake Shore Park, 600 Lake Shore Drive, Lake Park**



ATTACHMENT 1

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

R2015 0299

TOWN OF LAKE PARK

MAR 1 0 2015

THIS AGREEMENT, entered into on _____, by and between **Palm Beach County,** a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the **Town of Lake Park,** a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 535 Park Avenue, Lake Park, FL 33403.

WHEREAS, **Palm Beach County** has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to **Title I** of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accord with the annual Action Plan, and the **Town of Lake Park,** desire to provide the activities specified this Agreement; and

WHEREAS, Palm Beach County desires to engage the **Town of Lake Park** to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **DEFINITIONS**
   - (A) "County" means Palm Beach County.
   - (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
   - (C) "DES" means Palm Beach County Department of Economic Sustainability
   - (D) "Municipality" means the **Town of Lake Park.**
   - (E) "DES Approval" means the written approval of the DES Director or his designee.
   - (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
   - (G) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

2. **PURPOSE**
   The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in this Agreement.

3. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**
   The Municipality shall implement the herein described improvements to Kelsey Park located at 601 Federal Highway and Lake Shore Park located at 600 Lake Shore Drive, which activities have been determined to be **Public Facilities and Improvements,** under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit A, will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to complete the improvements outlined in Exhibit A as attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of $403,591 for the period of March 10, 2015, through and including March 31, 2017. Any funds not obligated by the Agreement expiration date shall remain with the County and no longer be eligible for reimbursement to the Municipality.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under Grant Nos. B-13-UC-12-0004 and B-14-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed prior to March 31, 2017.

8. **METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that DES approves such payment.

9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Municipality or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.

(D) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24 CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS

DES shall have the right under this Agreement to suspend or terminate payments if after fifteen (15) days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by DES, the County, or U.S. HUD.

(G) PRIOR WRITTEN APPROVALS - SUMMARY
The following activities among others require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:

(1) All subcontracts and agreements pursuant to this Agreement;
(2) All capital equipment expenditures of $1,000 or more;
(3) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
(4) All change orders;
(5) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A; and
(6) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME
All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. Such income shall only be used to undertake the activities authorized by this Agreement, or shall be returned to DES. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

The Municipality may request that said program income be used to fund other eligible uses, subject to DES approval, and provided that the Municipality is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Municipality hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income.

The requirements of this section shall survive the expiration of this Agreement.

10. NON-DISCRIMINATION
The Municipality warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Municipality has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Municipality does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that Municipality will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES
To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these

small business and minority/women- owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DES, the Municipality shall provide written verification of compliance.

13. EVALUATION AND MONITORING

The Municipality agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or the County's designees copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Municipality shall allow DES, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement. If during the year, the Municipality expends over $500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County shall provide technical assistance to the Municipality, as deemed necessary by the County.

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

16. CDBG FUNDING AT EXPIRATION

Upon expiration or termination of this Agreement, any funds not obligated by the Municipality shall remain with the County and no longer be available for reimbursement to the Municipality. Municipality shall transfer to the County any accounts receivable that are attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of $25,000 must either be used to meet one of the national objectives in Federal Community

Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

17. **DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

18. **INDEMNIFICATION**

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

19. **INSURANCE BY MUNICIPALITY:**

Without waiving the right to sovereign immunity as provided by S. 768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than $500,000 combined single limit for bodily injury or property damage.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage.

Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

20. **MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

21. **CONFLICT OF INTEREST**

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

22. **CITIZEN PARTICIPATION**

The Municipality shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out this Agreement. Representatives of the Municipality shall attend meetings and assist DES in the implementation of the Citizen Participation Plan, as requested by DES.

23. **RECOGNITION**

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds made available under this Agreement.

24. **AGREEMENT DOCUMENTS**

The following documents are herein incorporated by reference and made a part hereof, and constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

(A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Agency;
(B) Office of Management and Budget Circulars A-87, A-102, A-133, and 24CFR Part 85;
(C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
(D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
(E) Executive Orders 11063, 12259, 12892, Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
(F) Florida Statutes, Chapter 112;
(G) Palm Beach County Purchasing Code;
(H) Federal CDBG Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
(I) The Municipality's personnel policies and job descriptions; and
(J) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

25. **TERMINATION AND SUSPENSION**

In the event of early termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

26. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

27. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

28. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on Page 1 of this Agreement.

29. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

30. **NO FORFEITURE**
The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

31. **PUBLIC ENTITY CRIMES**
As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

32. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**
Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

33. **EXCLUSION OF THIRD PARTY BENEFICIARIES**
No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

34. **COUNTERPARTS OF THE AGREEMENT**
This Agreement, consisting of twenty-two (22) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

35. **ENTIRE UNDERSTANDING**
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

MAR 1 0 2015

WITNESS our Hands and Seals on this _____ day of _____, 20__.

(MUNICIPALITY SEAL BELOW)

TOWN OF LAKE PARK SEAL FLORIDA

TOWN OF LAKE PARK

By: _____
James DuBois, Mayor

By: _____
Vivian Mendez, Town Clerk

By: _____
Attorney for Municipality
(Signature Optional)

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Shelley Vana, Mayor
Palm Beach County

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Deputy Clerk

Document No.: R2015 0299

Approved as to Form and
Legal Sufficiency

By: _____
James Brako,
Assistant County Attorney III

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Sherry Howard,
Deputy Director

EXHIBIT A
WORK PROGRAM NARRATIVE

1. MUNICIPALITY OBLIGATIONS:

A. PROFESSIONAL SERVICES: The Municipality shall advertise and procure the services of an architect or engineering consultant (a Florida Licensed Professional Architect or Engineer) to provide design services to create plans and specifications for the restroom demolition/reconstruction contract and the site lighting contract at Lake Shore Park and Kelsey Park in the Town of Lake Park. . The consultant shall also prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, if necessary.

The Municipality shall procure such services as permitted under the purchasing requirements contained herein provided that the Municipality first obtain DES approval of its solicitation method as well as DES approval of the Municipality's award of the contract for consultant services.

The Municipality's procurement of the consultant shall be a formal competitive proposal process in compliance with the Palm Beach County Purchasing Code. The Municipality understands that the aforesaid process for the procurement of its consultant is set forth as a Request for Submittal (RFS), Request for Proposal (RFP) or a Request for Quote (RFQ) in the Palm Beach County Purchasing Code, and the Municipality agrees to procure these services according to the requirements contained therein.

The procurement process of the consultant shall incorporate any sub-consultants which shall be funded as reimbursables under the consultant's contract for services. Reimbursement for sub-consultants shall be at cost. Such sub-consultants may include surveyors, testing services, or others as deemed necessary for the nature of the project. (Note: The consultant's compensation shall not be based on a percentage of construction costs, nor a cost plus percentage of cost).

Before seeking submittals from consultants, the Municipality shall submit the following to DES and obtain DES's approval to proceed with the solicitation of submittals: a copy of the RFS/RFP/RFQ document that describes the project and the desired scope of work, contains the public entity crimes statement if required by F.S. 287.133, and specifies the factors to be used to evaluate respondents. At minimum, the solicitation shall seek a description of the respondents' approach and understanding of the project, and a description of the work proposed by the respondents to complete the project. The solicitation may seek work references from respondents, and a price for their services.

After receiving and evaluating proposals, the Municipality shall obtain DES approval prior to awarding the contract for consultant services to be funded through this Agreement. In this regard, the Municipality shall provide DES the required documentation according to the RFS/RFP/RFQ bid proposal letter which will be transmitted upon approval to bid for the consultant.

Performance Benchmarks for Consultant Selection:

Draft RFP to DES by;	April 1, 2015
Final RFP Document to DES by:	June 1, 2015
Advertising Period Complete by:	July 1, 2015
Contract Award Recommendation to DES by:	October 1, 2015

B. **PROJECT DEFINITION:** The improvements described below are to be made at Kelsey Park and Lake Shore Park. The Parks are adjacent to Lake Shore Drive, which divides the sites. The Parks' close proximity to one another and similar scope of work will allow for the following:

- The planned improvements to accommodate both sites will include restroom demolitions, renovations, building construction and related site improvements. The restroom/site improvements at Kelsey Park and Lake Shore Park shall be bid as **one** construction contract.

- The site lighting at Lake Shore Park shall be bid separately as **one** contract.

I. Scope of Work: Lake Shore Park (600 Lake Shore Drive)

- Construction Contract
  - Removal of interior walls and fixtures from existing restroom building
  - Re-roof, reconfigure and remodel interior to meet needs of park users
  - Construct a new building with ADA compliant restrooms to meet needs of park users, complete with A/C unit, related amenities, site work, mechanical upgrades (where necessary) and landscaping.
- Site Lighting Contract
  - Removal of existing deteriorated poles and fixtures
  - Supply and installation of a new lighting system
  - Related electrical improvements (where necessary)

II. Scope of Work: Kelsey Park (601 Federal Highway)

- Construction Contract
  - Demolition of two (2) existing structures
  - Construction of one ADA compliant restroom facility of approximately 580 S.F. with related amenities, site work and landscaping

(1) Should the Municipality use brand names in the bid package/drawings/ specifications for this project, then these documents shall:

(a) Clearly note that the specified brand name is used for descriptive purposes only,
(b) State that "equal" equipment or materials will be accepted, and
(c) Identify the minimum requirements to establish equality.

The Municipality agrees that the use of more than one brand name shall not be regarded as having met the above requirements.

(2) The Municipality shall submit its bid packages/drawings/specifications, and an itemized opinion of probable construction costs, prepared by its consultant, to DES and obtain a letter of approval prior to bidding the construction contract and the lighting contract. Furthermore, the Municipality shall obtain DES approval prior to issuing any addenda to its bid documents for either contract.

(3) The Municipality shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DES.

(4) The Municipality shall assure that neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Municipality may

request DES for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, DES may, at its discretion, grant the Municipality such waiver.

(5) The Municipality shall not award the construction contract nor the lighting contract until sufficient funding is available to complete the established scopes of work. All construction work **at both locations** shall be included in **one** contract. The lighting contract for Lake Shore Park shall be a **separate** contract. The Municipality shall obtain DES approval prior to awarding the contracts to be funded through this Agreement. After awarding said contracts, the Municipality shall obtain DES approval prior to executing any change orders to the contracts.

(6) Should the construction contract amount for these two contracts exceed the amount to be funded by the County through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County. The Municipality may request the County to participate with a portion of the County's funding for construction costs first prior to participating with its funds. Under such a scenario, the Municipality would disburse an amount up to 75% of the County's funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount, then disburse its portion of funding for the project (without being reimbursed by the County for such amount), and finally, the Municipality would disburse an amount equivalent to the County's remaining funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount.

The Municipality shall first disburse 100% of their funds toward the contract amount, and shall provide DES with satisfactory documentation in this regard. DES will then fund the contract amount contained herein and as presently available in this project's budget in the form of a reimbursement to the City.

(7) The Municipality shall not request reimbursement from DES for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

(8) The Municipality shall inform DES of any environmental findings or conditions discovered during activity implementation. Applicable mitigation measures must be incorporated in order to proceed with the project. Such mitigation measures may affect the total project cost.

The Municipality further agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.

C. **ASBESTOS REQUIREMENTS:** The Municipality shall comply with all applicable requirements contained in Exhibit C, attached hereto, for demolition and construction work in connection with the project funded through this Agreement.

D. **DAVIS-BACON ACT:** The Municipality shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction and lighting work. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction and lighting bid solicitation and contract.

E. **BONDING REQUIREMENTS:** The Municipality shall comply with the requirements of 24 CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding $100,000, the Municipality shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required

within the time specified. In addition, for contracts exceeding $100,000, the Municipality shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price.

A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Municipality may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of $100,000, or less.

F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of the contracts, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Municipality shall abide by Florida law regarding the payment of retainage funds and project closeout procedures. The Municipality shall ensure that its contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES.

G. **FORMER PROJECTS:** The Municipality shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.

H. **PERFORMANCE REQUIREMENTS:** The time frame for completion and project close-out of both the lighting and construction contract shall be March 31, 2017. The Municipality shall meet these performance requirements by the timely performance, documentation, and completion of the following tasks:

Design Complete by:	January 1, 2016
Advertise, Accept Bids, & Award Contracts by:	May 1, 2016
Start Construction by:	July 1, 2016
Complete Construction Contracts by:	January 1, 2017
Submit All Final Reimbursement Requests by:	March 1, 2017

I. **REPORTS:** The Municipality shall submit to DES a detailed Monthly Performance Report in the form provided as Exhibit B to this Agreement. Each Report must account for the total activity for which the Municipality is funded under this Agreement, and a Municipality representative must certify that all of the Municipality's Monthly Performance Requirements contained herein have been met during the reporting period. These Monthly Performance Reports shall be used by DES to assess the Municipality's progress in implementing the project.

This Agreement may be amended to decrease and/or recapture funds from the Municipality depending upon the timely completion of the performance requirement deadlines and/or the rate of expenditure of funds, as determined by DES.

The Municipality may be subject to decrease and/or recapture of project funds by the County if the above Monthly Performance Requirements are not met. Failure by the Municipality to comply with these requirements may negatively impact ability to receive future grant awards.

J. **USE OF THE PROJECT FACILITY/PROPERTY:** The Municipality agrees in regard to the use of the facility/property whose improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Municipality may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or

b. The requirements of paragraph (2) of this section are met.

(2) If the Municipality determines, after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

(3) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration of this Agreement.

K. **SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

L. **ENVIRONMENTAL CONDITIONS:** The County has performed an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that Municipality must consider in the design and implementation of the project. The Municipality acknowledges that it has received notification from DES containing the results of the ER. The notification letter included a description of any conditions and mitigation measures required to be undertaken by the Municipality. Where applicable, the Municipality shall submit to DES a plan of action and an implementation schedule for complying with the identified conditions requiring mitigation. The Municipality shall comply with all requirements established by the County emulating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Municipality shall immediately inform DES of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DES approval, shall be incorporated in order to proceed with the project. The Municipality acknowledges that such mitigation measures may affect the total project cost and that Municipality may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of $403,591. However, the County shall not provide any funding for the construction work until the Municipality provides documentation showing that sufficient funds are committed and available to complete the project.

B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.

C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DES, and will serve to ensure compliance with U.S. Department of HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.

D. Perform Davis-Bacon Act Labor Standards monitoring and enforcement.

E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:

(1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
(2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

EXHIBIT B

PALM BEACH COUNTY ECONOMIC SUSTAINABILITY

MONTHLY PERFORMANCE REPORT

Report For:	Month: _____ Year: _____
Sub-recipient Name:	**Town of Lake Park**
Project Name:	**Restroom Demolitions, Renovations, Reconstruction and Lighting**
Report Prepared By:	_____ Name Signature Date

BUDGETING AND EXPENDITURES

Amounts Expended this Reporting Period: CDBG Funds:$_____ Other Funds:$_____

Amounts Expended to Date:

//////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	$ 403,591.00	$	%
Other Funds:_____	$	$	%
Other Funds:_____	$	$	%
TOTAL:	$	$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds: _____

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded): _____

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: _____

Describe any problems encountered during this reporting period: _____

Other comments: _____

I, _____, do hereby certify that the Town of Lake Park has met all of its Monthly Performance Requirements (Exhibit A, Paragraph H) referenced in the Agreement during this reporting period.

_____
Name & Title of Certifying Representative

Send Monthly Performance Report to: Bud Cheney, Manager of CIREIS
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

EXHIBIT C

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit A of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Housing and Community Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
    1. Assume the material is greater than 1% and treat it as RACM, or
    2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
    1. Assume the material is greater than 1% and treat it as RACM, or
    2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Agency (or Municipality, as applicable) has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DES for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Agency (or Municipality, as applicable) or requested by DES. If the survey is through DES, a copy of the completed survey will be forwarded to the Agency (or Municipality, as applicable).

III. ASBESTOS ABATEMENT

A. RENOVATION

(a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal. The Agency (or Municipality, as applicable) must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.

(b) Asbestos abatement work may be contracted by the Agency (or Municipality, as applicable) or by DES upon request.

(c) If the Agency (or Municipality, as applicable) contracts the asbestos abatement, the following documents are required to be provided to the DES.

1. An Asbestos Abatement Specification (Work Plan)
2. Post Job submittals, reviewed and signed by the FLAC

(d) If the Agency (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Municipality, as applicable).

(e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DES prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DES prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Agency (or Municipality, as applicable).

(a) Asbestos Abatement work may be contracted by the Agency (or Municipality, as applicable) or by DES upon request.

(b) If the Agency (or Municipality, as applicable) contracts the asbestos abatement, the following documents must be provided to the DES and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan).
2. Post Job submittals, reviewed and signed by the FLAC.

(c) If the Agency (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Municipality, as applicable).

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.

(f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DES.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Agency (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Agency (or Municipality, as applicable) or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Agency (or Municipality, as applicable) shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Agency (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Agency (or Municipality, as applicable).

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Agency (or Municipality, as applicable) post job documentation submitted to DES. All fees shall be paid by the Agency (or Municipality, as applicable).

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Agency (or Municipality, as applicable), through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

(a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991

(b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors

(g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA,
June 1995, or current version.

(i) US Dept of Labor, OSHA Standard Interpretation
1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

Office of the
Town Manager

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

www.lakeparkflorida.gov

November 24, 2015

Mr. Edward W. Lowery, Director
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406

Subject: Combining Fiscal Year 2016 CDBG Funds with Fiscal Year 2014 and 2015 Funds to Accomplish Multiple Projects in Lake Shore and Kelsey Parks; Amendments to the Agreement

Dear Mr. Lowery:

The Town of Lake Park submitted for and received approval for a project in Kelsey Park using Fiscal Year 2015-2016 CDBG Program funding. $33,964.00 was allocated for the purchase and installation of park benches and litter receptacles.

The Town has also been awarded $362,941.00 in Fiscal Year 2014-2015 funds along with $40,650.00 in Fiscal Year 2013-2014 funds for a Lake Shore and Kelsey Park Improvements project.

The Town requests that Palm Beach County consider allowing the Town to combine the Fiscal Year 2015-2016 funds with the previously approved Fiscal Year 2014 and 2015 funds, since all proposed projects are in Lake Shore and Kelsey Parks. Bundling the grants for the total amount of $437,555.00 will allow the Town to accomplish as many of the approved projects under one design contract and one construction project as funding will allow.

In addition, the Town's Architectural Consultant has submitted project estimates that have required the Town to modify its plans that were approved in the original agreement by the Board of County Commissioners at their March 10, 2015 meeting. By this letter, the Town requests consideration of the following additions and deletions to "Exhibit A, Work Program Narrative" that was a part of the agreement with the County.

- Task the Architectural Consultant to specify the park benches and litter receptacles and indicate their location on the site plan. Add these additional costs to the existing professional services contract.
- Purchase and install park benches and litter receptacles as part of the construction contract.
- While the original agreement stipulates that, "The site lighting at Lake Shore Park shall be bid separately as one contract", include the placement of underground power supply lines running to the future light pole locations into the current construction contract.
- Task the Architectural Consultant to specify the re-roof of the two (2) buildings adjacent to the remodeled restroom in the construction plans. Add these additional costs to the existing professional services contract.
- Re-roof two (2) buildings adjacent to the remodeled restroom building in Lake Shore Park. These roofs will match the new roof approved to be placed on the existing restroom.

- Strike the following task from the approved agreement's *Scope of Work: Lake Shore Park*, "Construct a new building with ADA compliant restrooms to meet needs of park users, complete with A/C unit, related amenities, site work, mechanical upgrades (where necessary) and landscaping."

- Amend the following task in the approved agreement's *Scope of Work: Kelsey Park*; construct a restroom facility of approximately 840 S.F. (increased from 580 S.F.).

If bid prices submitted for the core project are lower than the Architect's initial estimates, the Town would like to have the flexibility to accomplish additional, pre-approved tasks through the use of Bid Alternates. Our priorities, in descending order, will be:
- Construction and renovation of the restrooms
- The purchase and placement of benches and trash receptacles
- Re-roof of two adjacent park buildings
- Placement of underground power lines for site lighting

I think you'll find that the modifications being requested do not significantly deviate from the original project submittals.

Thank you for your consideration of the Town's request.

Sincerely,

John D'Agostino
Town Manager

cc: Carlos Serrano, Director, Strategic Planning Section
Lynette Scraper, Project Coordinator
David Hunt, Public Works Director
Bambi McKibbon-Turner, Human Resources Director
Richard Pittman, Project Manager
Blake Rane, Finance Director

Department of Economic Sustainability

Strategic Planning & Operations

100 Australian Avenue - Suite #500

West Palm Beach, FL 33406

(561) 233-3600

http://www.pbcgov.com/DES/

Palm Beach County Board of County Commissioners

Mary Lou Berger, Mayor

Hal R. Valeche, Vice Mayor

Paulette Burdick

Shelly Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

December 8, 2015

Mr. John D'Agostino, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Combining CDBG Funded Activities for FY 2013-2014, 2014-2015 and 2015-2016 for Lake Shore and Kelsey Parks Public Facilities Improvements at 600 Lake Shore Drive and 601 Federal Highway, Lake Park, FL 33403

Dear Mr. D'Agostino:

The Department of Economic Sustainability (DES) has received the Town of Lake Park's letter dated November 24, 2015, requesting consolidation of the CDBG funded activities for FY 2013-14, 2014-15 and 2015-16 for the proposed improvement projects in Lake Shore and Kelsey Parks. DES is in agreement with the Town that by combining the projects, the Town will benefit by having the approved project activities under one design contract, one construction contract and one Agreement with DES.

All requested revisions to the project scope of work appear acceptable, with one exception. As discussed with your staff, the County is unable to utilize the CDBG program to fund the proposed re-roofing of the building housing administrative functions of the Town's Recreation Department.

Following the upcoming Town Council discussion of the project, DES will proceed with administrative actions to incorporate the acceptable revisions to the project scope, include the FY 2015-16 project scope and replace the current Agreement with a new Agreement. The amount of funded improvements for all three program years will be a total of approximately $436,674.

If you have any questions, contact Carlos Serrano, Director of Strategic Planning & Operations, at 233-3608 or cserrano@pbcgov.org.

Sincerely,

Edward W. Lowery, J.D., Director
Economic Sustainability

c: David Hunt, Public Works Director, Lake Park
Blake Rane, Finance Director, Lake Park
Richard Pittman, Project Manager, Lake Park
Sherry Howard, Deputy Director
Betsy Barr, Contracts
Lynette Scraper, Project Coordinator

TAB 10

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 6, 2016 **Agenda Item No.** Tab 10

Agenda Title: Authorization to Commence Negotiations with the 'Most Qualified' Civil Engineering Firm for the Replacement of the Town's Stormwater Outfall to the Earman River

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 12/22/15

David Hunt / Public Works Director

Originating Department: **Public Works**	**Costs: To Be Determined** **Funding Source: Stormwater Utility Fund** **Acct. # 402-63010** **[X] Finance** _____	**Attachments:** **-Sample letter sent to seven Civil Engineering firms requesting services.** **-Minutes of the Engineering Services Selection Committee**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	**Yes I have notified everyone** _____ or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: Around December of 2013, Public Works was made aware of a problem with a storm drainage structure that released Town stormwater to a section of the Earman River that flows through the Village of North Palm Beach. The drainage basin includes the Redwood, Sable Palm, and Teak Drive neighborhood as well as a portion of Northlake Boulevard (operated by the Florida Department of Transportation) and two privately held commercial properties in North Palm Beach. The repair of the outfall and drainage structure will require the professional services of a civil engineering firm.

Seven civil engineering firms expressed an interest in providing services to the Towns on an "as-needed" basis by responding to Town RFQ 103-2015. All seven of these firms were asked to submit an engineering services qualification response for consideration on this project.

Two firms responded to this request for submittal, Calvin, Giordano and Associates (CGA) and Craven, Thompson and Associates (CTA). A selection committee comprised of four Town employees evaluated each company's submittal and provided a numerical score based upon the firm's qualifications and experience with similar projects.

Craven, Thompson and Associates was ranked the higher of the two submitting firms by the Committee.

Staff is seeking authorization to proceed with contract negotiations that will determine the scope of work and accompanying costs.

Recommended Motion: I move to authorize staff to proceed with contract negotiations with the highest ranked, responding firm, Craven, Thompson and Associates for the replacement of the Town's stormwater outfall to the Earman River.

Example of Letter sent to 7 consultants

Public Works Department

650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

www.lakeparkflorida.gov

October 12, 2015

Mr. Tom McCarthy, P.E.
McLeod. McCarthy & Assoicates, PA.
1655 Palm Beach Lakes Blvd. Suite 712
West Palm Beach, Fl. 33401

RE: Town of Lake Park
Engineering Consulting Services for Storm Sewer Outfall Replacement
541 Northlake Boulevard
North Palm Beach, Florida

Thank you for responding to the Town of Lake Park RFQ 103-2015 for Professional Consultant Services.

The Town of Lake Park is seeking an engineering consulting firm to design and specify the replacement of a new storm sewer outfall pipe at the rear of the Firestone Auto Care business located at 541 Northlake Boulevard, North Palm Beach, Florida. The original pipe was a 36" CMP which has now deteriorated. A temporary 20" pipe has been installed at a higher elevation and without a complete South Florida Water Management District (District) permit. Documents exist that show the originally permitted installation and the transfer of the pipe from the Village of North Palm Beach (Village) to the Town of Lake Park.

The Firestone Auto Care business performed site improvements in 2013 to restore the District's canal bank at the rear of their property. At that time the temporary 20" pipe was installed. It is our understanding that the District and the Village have not signed off on the improvements. Firestone has retained a landscape architect to prepare a site plan that will resolve the runoff issues with the District and the Village. The Town has an obligation to replace the deteriorated storm drainage structure and outfall pipe that provides the originally designed drainage capacity.

Attached is information that will help you to decide if you are interested in submitting an engineering services qualification response for consideration on this project.

In addition to the design of the pipe and structure replacement, the selected consultant will be asked to perform an analysis of the storm water contribution from owners of residential and commercial within the drainage basin including the FDOT and perhaps the Village of North Palm Beach.

The Town is interested in accepting qualifications from Engineering Consulting firms that responded to the Town's RFQ 103-2015 for Professional Consultant Services. Seven firms responded that appear to be qualified to perform the needed services. These seven firms are being advised of this opportunity.

Interested firms are requested to submit a letter of interest and a brief summary of their past experience with a project of this nature. The Town is interested to negotiate a contract with the firm that is most qualified to design this project and perform construction phase services. The Town will bid the construction project.

The engineering firm's submittal should identify past projects where pipe replacement in deep excavations in confined areas and within the water table were designed and successfully constructed. The submittal should indicate a successful relationship with the SFWMD, the FDOT, and FDEP.

The selected firm will be asked to complete the forms that are attached, provide the indicated insurance and sign a contract similar to that enclosed.

The submittal should be mailed or hand delivered to:
Vivian Mendez, CMC, Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Fl. 33403
Tel. 881-3311

THE DEADLINE FOR SUBITTAL IS FRIDAY, OCTOBER 30, 2015, 11:00 a.m.

Thank you for responding to the Town of Lake Park RFQ 103-2015 "B"

Sincerely,

Richard Pittman
Project Manager

Attachments:

Minutes
Town of Lake Park, Florida
Firestone Outfall Project
Professional Engineering Services
Selection Committee
Wednesday, December 2, 2015, 10:00 a.m.
Commission Chamber, Town Hall, 535 Park Avenue

The Selection Committee met on Wednesday, December 2, 2015 at 10:00 a.m. to select a Professional Engineering Firm for the Firestone Outfall project. The Town Staff Selection Committee members included Community Development Director Nadia DiTommaso, Public Works Director Dave Hunt, Human Resources Director Bambi Turner, Town Manager John D'Agostino, and Finance Director Blake Rane. Project Manager Richard Pittman and Town Clerk Vivian Mendez attended.

Public Works Director Hunt introduced himself and explained the purpose of the meeting. He stated that the Committee would be determining which engineering firm to select for the remediation outfall project that would take place in the Village of North Palm Beach (along Northlake Blvd) at the Firestone Total Care Tire Center. He stated that seven (7) engineering firms were notified and two (2) engineering firms responded by submitting packets. Those firms were Calvin Giordano & Associates, Inc. (CGA) and Craven Thompson & Associates, Inc. (CTA).

Selection Committee members introduced themselves and disclosed any communication they may have had with the other selection committee members.

Town Manager D'Agostino had no communication with the other committee members.

Community Development Director DiTommaso had no communication with the other committee members.

Human Resources Director Turner had no communication with the other committee members.

Finance Director Rane explained his role as a non-voting member of the committee members.

Public Works Director Hunt disclosed that he explained the policy, procedure and the criteria for selecting a firm to the committee members.

Public Works Director Hunt explained the criteria, the matrix process, and the procedure that would be followed. He explained that each criteria would be awarded 5 points and extra points could be assigned if staff felt were necessary.

Human Resources Director Turner explained that both firms had equal experience. She explained that CGA had South Florida Water Management District permitting experience,

Florida Department of Transportation permitting experience, as well as with municipalities permitting process experience over CTA.

Town Manager D'Agostino explained that both firms had equal experience. He stated that CTA had experience with smaller type projects, which he determined to be "an edge" over CGA. He stated that the CGA did not provide enough detailed information about the smaller projects they may have completed.

Community Development Director DiTommaso explained that both firms had project experience. She stated that CTA received more points because they provided a more extensive list of projects. She explained that the two (2) firms were equal. She stated that Storm Water Rates Calculations were not referenced in the submittals. She gave CTA more points because of their overall submittal.

Public Works Director Hunt explained that he reviewed the submittals looking for which firm had small project experience. He stated that additional points were awarded to CTA because they showed that they had performed canal work, contouring of canals, and canal connections. He stated that he could not find any information regarding Storm Water Rate Calculations so he gave no points for that criteria. He gave extra points to CGA because they performed a field inspection before submitting. He explained why he assigned extra points for different items on the criteria matrix.

Human Resources Director Turner explained that based upon the submittals she awarded additional points to CGA for the following reasons: they performed a field inspection, their explanation of how they would protect the Manatees, and they listed which team members were assigned to their projects.

Finance Director Rane asked that Committee members announce their score.

	CGA	CTA
Public Works Director Hunt	38	41
Human Resources Director Turner	32	27
Community Development Director DiTommaso	40	42
Town Manager D'Agostino	41	42

Finance Director Rane announced that CTA received 152 points and CGA received 151 points (see Exhibit "A").

Public Works Director Hunt announced that CTA would be contacted with the results of the meeting. He thanked everyone for their assistance.

ADJOURNMENT:

With no further business to come before the Town Staff Selection Committee, the meeting adjourned at 10:36 a.m.

Town Clerk Vivian Mendez

TAB 11

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 6, 2016 **Agenda Item No.** Tab 11

Agenda Title: **First Amendment to the (OLD) Interlocal Agreement for Fire Protection and Emergency Services, Allowing the Agreement To Expire on October 1, 2015**

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 12/23/15

Blake K. Rane BKR **Finance Director**
Name/Title

Originating Department: **FINANCE**	Costs: $ Funding Source: Acct. # [X] Finance ____BKR_____	Attachments: **(1) FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES** **(2) INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES (R2002 0993)**
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case _BKR_ **Please initial one.**

Summary Explanation/Background:

This action is recommended due to the inclusion of Lake Park into the Palm Beach County Fire/Rescue Municipal Service Taxing Unit (MSTU). It is recommended that the agreement for Fire Protection and Emergency Medical Services (R2002-0993) dated June 18, 2002 be amended to allow it to terminate effective October 1, 2015. This item is the first amendment to that agreement.

Recommended Motion:

I move to authorize the Mayor to sign the First Amendment to Interlocal Agreement for Fire Protection and Emergency Medical Services by and Between the Town of Lake Park and Palm Beach County to allow it to terminate effective October 1, 2015.

Janet Perry

From: Baird, Thomas J. <TBaird@jonesfoster.com>
Sent: Wednesday, December 30, 2015 10:33 AM
To: Janet Perry
Cc: Vivian Mendez
Subject: RE: Approval of Agenda Item for 1/6/16 Commission Meeting

Looks good to me.

From: Janet Perry [mailto:jperry@lakeparkflorida.gov]
Sent: Wednesday, December 23, 2015 9:34 AM
To: Baird, Thomas J.
Cc: Green, Marilyn R.; Vivian Mendez
Subject: Approval of Agenda Item for 1/6/16 Commission Meeting

Tom,

Please find attached Agenda Request Form with back up for your approval titled *First Amendment to the (Old) Interlocal Agreement for Fire Protection and Emergency Services, Allowing the Agreement to Expire on October 1, 2015.* The January 6th Agenda will publish next Wednesday.

Thank you.

Janet Perry
Assistant to the Town Manager
Office of the Town Manager
TOWN OF LAKE PARK
535 Park Avenue
Lake Park, FL 33403
561-881-3304
561-881-3314 (fax)
www.lakeparkflorida.gov

Please note: Florida has a very broad public records law. Written communication regarding Town business are public records availoble to the public upan request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entry, instead contact this office by phone ar in writing. Section 668.6076, F.S.

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Sent: Wednesday, December 23, 2015 9:34 AM
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Cc: Green, Marilyn R.; Vivian Mendez
Subject: Approval of Agenda Item for 1/6/16 Commission Meeting

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Thank you.

Janet Perry
Assistant to the Town Manager
Office of the Town Manager
TOWN OF LAKE PARK
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FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES BY AND BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES is made and entered into on _____, by and between the TOWN OF LAKE PARK, a Florida municipal corporation located in Palm Beach County, Florida, (hereinafter the "Town") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners.

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement for Fire Protection and Emergency Medical Services (R2002-0993) dated June 18, 2002 (hereinafter the "Agreement"); and

WHEREAS, the original term of this Agreement was from June 29, 2002 through October 1, 2009 with one automatic renewal option for an additional seven years; and

WHEREAS, this Agreement was automatically renewed for an additional seven years extending the termination date to October 1, 2016; and

WHEREAS, both the Town and the County believe that the public interest is promoted by the Town's participation in the Fire/Rescue MSTU as a method to receive and fund fire-rescue services from the County; and

WHEREAS, the Town adopted Ordinance No. 12-2014 consenting to its inclusion in the County's Fire/Rescue MSTU, as of December 31, 2014, as a mechanism to fund and receive County fire-rescue services within the Town commencing October 1, 2015; and the County adopted County Ordinance No. 2014-038, to approve the inclusion of the Town within the County's Fire/Rescue MSTU; and

WHEREAS, the inclusion of the Town into the Fire/Rescue MSTU for the provision and funding of fire-rescue services as of October 1, 2015 eliminates the need for the Agreement as a mechanism to provide and fund County fire-rescue services to the Town as of October 1, 2015; and

WHEREAS, the parties therefore desire to amend the Agreement to expire on October 1, 2015.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereby agree as follows:

1. Notwithstanding anything in the Agreement or herein to the contrary, the Agreement shall expire at 7:30 a.m. on October 1, 2015.
2. Nothing herein shall be construed to alter or amend any continuing rights or obligations, if any, of the parties arising from their Agreement for Purchase and Sale dated June 18, 2002, or to otherwise alter or amend said agreement.
3. This First Amendment shall retroactively take effect on October 1, 2015.
4. A copy of this First Amendment shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this First Amendment on the date first written above.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

By:_____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
, Mayor

APPROVED AND TO TERMS AND CONDITIONS

By:_____
Fire-Rescue

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Town Attorney

TOWN OF LAKE PARK, FLORIDA, BY ITS TOWN COMMISSION

By:_____
James DuBois, Mayor

R2002 0993

JUN 18 2002

INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES BY AND BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY

THIS INTERLOCAL AGREEMENT, made and entered into this 5th day of June, 2002, by and between the TOWN OF LAKE PARK, a Florida municipal corporation located in Palm Beach County, Florida, (hereinafter the "Town") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners, for fire-rescue services.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Palm Beach County Ordinance No. 83-23, as amended, created a municipal service taxing unit (MSTU), as a mechanism for the provision of fire protection and emergency medical services; and

WHEREAS, Section 125.0101, Florida Statutes, authorizes counties to contract with municipalities to provide fire protection and other essential services; and

WHEREAS, the Town desires to contract for the provision of fire protection and emergency medical services from the County; and

WHEREAS, representatives of the Town and County have discussed the terms of an Interlocal Agreement on numerous occasions; and

RECEIVED
JUL 22 2002
Town of Lake Park
Office of the Town Manager

WHEREAS, the Town and County have agreed on a level of service response that is the basis of this Agreement, which level of service is reflected in this Agreement.

NOW, THEREFORE, the Town and County, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

SECTION 1. INCORPORATION OF FACTS:

The facts set forth above in the preamble to this Agreement are true and correct.

SECTION 2. PURPOSE:

The purpose of this Agreement is to establish the parties' rights and obligations regarding the provision of fire protection and emergency medical services within the Town, by the County, and the assumption, by the County, of the Town's current firefighting staff, certain facilities, and certain equipment; and the provision of ALS/BLS services to the Town of Palm Beach Shores, which is currently under contract with the Town, as detailed herein. To facilitate the purposes of this Agreement, the Town shall cooperate with and assist the County so as to insure that the services provided by County are coordinated with other municipal services provided by the Town, and that complaints and/or inquiries regarding the County's performance and the services delivered hereunder are appropriately addressed.

SECTION 3. REPRESENTATIVE AND CONTRACT MONITOR:

The County's representative and contract monitor during the term of this Agreement shall be the Fire-Rescue Administrator whose telephone number is 561-616-7000. The Town's representative and contract monitor during the term of this Agreement shall be the Town Manager whose telephone number is 561-881-3302.

SECTION 4. ADMINISTRATION:

A. Contract for Services:

This Agreement is simply a contract for the provision of services and shall not in any manner whatsoever constitute a transfer of powers in anyway whatsoever. This Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, Florida Statutes.

B. Oversight by the Town:

The Town, through its Town Manager, shall oversee and monitor the County's performance of the services provided for in this Agreement. Notwithstanding the Town's ultimate authority and responsibility for the oversight of services provided hereunder, the rendition of services, standards of performance, discipline of officers and employees, and all other matters incidental to County's control of its personnel and the performance of services, including but not limited to equipment, facilities, agreements for automatic/mutual aid, and implementation of its policies and procedures, shall reside with the County.

SECTION 5. SERVICES TO BE PROVIDED:

The County, by means of this Interlocal Agreement, shall provide to the residents of the Town, the personnel and equipment necessary to provide fire suppression, emergency medical services, special operations, hazardous materials response and mitigation, emergency communications, confined space rescue, dive rescue, fire code inspections, arson investigation, new construction inspection, community education programs, and all other emergency and non-emergency services including Advanced Life Services/Basic Life Services (ALS/BLS) and ALS Transport Services generally provided by Palm Beach County Fire-Rescue Department, hereinafter called "Fire-Rescue." For localized, non-emergency incidents the Town Manager will contact the Battalion Chief to request assistance. The Manager and Battalion Chief agree to discuss resource availability and response options.

The County and the Town hereby recognize that the County, through Fire-Rescue, provides fire-rescue services throughout Palm Beach County and those services, at the County's discretion, may be provided from facilities and with personnel and apparatus located within or without the municipal boundaries of the Town. Provided to the Town as part of this agreement is the ability of the Town's volunteer firefighters to become part of the PBC Volunteer Division, located at Station 42, on Hagen Ranch Road. Volunteers who chose to continue service through the Volunteer Division may chose to do their ride time at the Lake Park Facility.

SECTION 6. COUNTY RESPONSIBILITIES:

A. Staffing:

County agrees to hire the employees of the Lake Park Fire Department, identified in Exhibit "1" attached to this Agreement and incorporated herein. The employees shall be terminated by the Town effective 7:30 a.m. on June 29, 2002. The County shall hire the employees as new employees of the County effective 7:30 a.m. on June 29, 2002. County agrees that all accumulated vacation leave may be transferred to the County.

During the term of this agreement, County shall staff the Lake Park facility with no less than three (3) personnel on duty as follows:

Station Officer

Driver

Paramedic

The Lake Park station shall have equipment capable of responding to both fire and medical calls.

B. Facilities:

The parties have simultaneously entered into the Purchase and Sale Agreement attached hereto and incorporated herein as Exhibit # 2 (hereinafter the "Purchase Agreement"), which contemplates the County's purchase of the Lake Park fire rescue facility located at 1000 Park Avenue, including the surrounding parking areas (hereinafter the "Facility" or the "Premises"), for the amount of one million dollars ($1,000,000) to be paid, beginning in fiscal year 2003, in four equal payments of $250,000 on April 1 of each fiscal year, provided that the sale of the Facility is finalized and successfully closed by the parties. Should this Service Agreement be terminated for any reason other than the Town joining the MSTU, Town agrees to repurchase, on the termination date of the Agreement, the Facility for the full amount paid by County, plus any capital improvements. Should County fail to make the payments identified in this paragraph, the County may be found in default as stated in Section 16 of this Agreement, provided that the parties have

successfully closed on the sale of the Facility and said payments are lawfully due pursuant to the Purchase Agreement.

The Town shall lease the Facility to the County for one dollar ($1.00) for the period from June 29, 2002 until such date on which the sale of the Facility is finalized and closed. The County shall have the right to inspect the premises up to fifteen (15) days prior to occupancy to determine the condition of the Facility and notify the Town of any defects. Prior to the County assuming any responsibility for the upkeep or repair of the Facility, the Town shall repair any defects in the Facility known to the Town as well as any discovered or identified by County.

Effective June 29, 2002, the County shall assume responsibility for all utility services, including but not limited to electricity, gas, water, sewer, and trash collection. Town shall be responsible for all charges incurred up to, and including, June 28, 2002. Effective June 29, 2002, the County shall be responsible for maintaining the Facility in its existing condition, normal wear and tear excepted. Repairs, other than those necessary due to the County's negligent or intentional acts, shall be the responsibility of the Town up until the date that the Facility is purchased by the County and the sale is finalized and closed.

The Town hereby represents to the County that to the best of its knowledge there is not located in, on, upon, over, or under the Premises: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material, or substance which is prohibited, limited, or regulated by federal, state, county, regional, or local authority. If said substance(s) exist, the Town shall promptly remove said substance(s) at the Town's sole cost and expense. County shall be fully responsible for any pollutants, odors, vapors, chemicals, and the like emitted by the County's own furniture, fixtures, office machines, and equipment.

Radon Gas Disclosure: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been foundin

buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

The Town agrees to provide coverage for the Facility under its municipal property insurance policy or self-insurance program until such time as the sale of the Facility to the County is finalized and closed. The Town shall not be obligated to provide worker's compensation insurance for any County personnel located in or operating from the Facility. The County agrees that upon the completion and closing of the purchase of the Facility by the County, the Facility will be covered by the County's self-insurance program, consistent with coverage provided for other County-owned buildings.

Should the sale of the Facility not be finalized and closed within one hundred and twenty (120) days after the execution of the Purchase Agreement by both parties, then the parties hereby agree that they shall promptly execute a lease agreement whereby the Town shall lease the Facility to the County for one dollar ($1.00) for the duration of the term of this Service Agreement and any renewals thereof. Said lease agreement shall incorporate the terms and conditions of a standard County lease agreement and/or any other terms negotiated by the parties.

In the event the Facility is destroyed, damaged or for any other reason cannot reasonably be occupied or used for the purposes contemplated hereunder prior to closing, then the Town shall either replace or restore the structure, or make another facility available to be used as a fire station during the term of this Agreement, any renewal thereof, and during any period during which the Facility is being replaced or restored pursuant to this provision.

The County agrees that, during times of natural disaster, it shall make available for the Town's use, the EOC portion of the Fire-Rescue facility, provided that doing so does not impede the County's ability to provide emergency services as identified with this agreement. Should the Town choose to install any permanent equipment within the EOC portion of the facility, it may do so only after approval by the County.

County shall have sole access to the onsite communication tower located at the Park Avenue facility and use of the municipal tower located on Old Dixie Highway so long as County's use does not interfere with Town's radio needs. Should County not be able to resolve its communications needs with either of the two previously mentioned sites, Town agrees to allow County, at County's expense, to extend the existing tower at the Park Avenue location to a total of 90 feet, provided that such tower conforms to all applicable codes.

C. Fire Prevention Services:

The County shall conduct fire inspections on all businesses located within the incorporated boundaries of the Town in accordance with the Fire Code as set forth in Section 7A of this agreement. County shall provide to the Town annually a list of the names of all businesses or occupancies that have been inspected by the County during that period.

Community Education programs shall be made available to any resident or business located within the incorporated boundaries of the Town. Fire-Rescue currently offers a wide variety of public education programs targeted to a variety of age groups and audience types. These programs shall be offered to Town residents in the same manner as are offered to residents of unincorporated Palm Beach County.

Fire-Rescue shall provide new construction plans review and new construction inspections. Not less than 90% of all plans submitted to Fire-Rescue shall be reviewed and returned within four (4) working days after their receipt. County shall endeavor to complete, on a daily basis, all new construction inspections required by the Lake Park Building Department's permitting process when scheduled by 8:30 AM. County also agrees to work with the Town to expedite review of individual plans that may be time sensitive.

Fire Rescue shall conduct fire/arson investigations within the Town to determine cause and origin and will respond to subpoenas regarding same and provide testimony if needed in code enforcement cases or in any other type of legal proceedings, including quasi-judicial or administrative hearings, relating to the services provided hereunder.

D. New Programs:

The County agrees that the cost of converting to an 800 MHZ county wide radio system, or the improvement to and maintenance of the existing communications system, is included in the pricing of this Agreement. Additionally, any new programs initiated by the County for the general benefit of the MSTU residents shall also be provided to residents of Lake Park.

E. Existing Contracts:

County and Town hereby agree that the County shall provide EMS services to the Town of Palm Beach Shores, as currently contemplated under the Town's interlocal agreement with the Town of Palm Beach Shores, for the period from June 29, 2002 through September 30, 2002, contingent upon the following conditions being met prior to June 29, 2002:

1) The Town of Lake Park and the Town of Palm Beach Shores amend their interlocal agreement to permit such arrangement with the County and take any other action necessary to consent to such arrangement; and

2) The Town of Lake Park and the Town of Palm Beach Shores amend their interlocal agreement to provide that the agreement shall terminate on September 30, 2002; and

3) The Town of Lake Park and the Town of Palm Beach Shores amend their interlocal agreement to delete the prevailing party attorney's fee provision; and

4) The Town of Lake Park and the Town of Palm Beach Shores take whatever action is necessary to help facilitate the transfer of the COPCN for Palm Beach Shores from the Town of Lake Park to County Fire-Rescue.

Should County Fire-Rescue not be granted the necessary COPCN to provide services within Palm Beach Shores as contemplated in this subsection, then any further obligations under this subsection shall be considered null and void.

Should the Town of Palm Beach Shores desire to continue to receive services from the County after September 30, 2002, then such services shall be negotiated directly between the County and the Town of Palm Beach Shores through an interlocal agreement or other arrangement.

The Town of Lake Park shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Town's negligence in connection with its Interlocal Agreement with the Town of Palm Beach Shores and/or its provision of services thereunder prior to the period during which the County provides services on behalf of the Town as discussed above.

The parties understand and agree that the services provided by the County to the Town of Palm Beach Shores through the above discussed arrangement from June 29, 2002 through September 30, 2002, have been included as part of the consideration for the negotiated contract price to be paid to the County by the Town of Lake Park under Section 8 of this Agreement. The parties agree that the Town may continue to invoice, collect, and retain, from the Town of Palm Beach Shores, the contract payment amounts due under the Town's interlocal with Palm Beach Shores from June 29, 2002 through September 30, 2002.

SECTION 7. TOWN'S RESPONSIBILITIES:

A. The parties understand and agree that this agreement is contingent upon the Town's adopting as its own by ordinance, prior to June 29, 2002, the Florida Fire Prevention Code as modified by the Palm Beach County Local Amendments to the Florida Fire Prevention Code, all as may be amended from time to time (hereinafter the "Fire Code"), including the Fire Code Board of Appeals and Adjustments created therein.

B. Salary and Benefits:

The Town shall be responsible for the cost of all salaries and benefits for the entirety of any shift which commences at any time on June 28 , 2002, and the payment thereof to the affected employees. The Town agrees to provide workers' compensation coverage and assume responsibility for any ongoing open workers' compensation claims as of 7:30 a..m. on June 29, 2002, or any injuries sustained prior to 7:30 a.m. on June 29, 2002.

C. Records:

Notwithstanding the effective date of this Agreement, the Town shall, upon the execution of this Agreement, provide access to personnel records and other documents requested by County

regarding said employees during regular business hours, with all permanent personnel and all other records relating to the Fire Department operation, to be transferred by Town to County within thirty (30) days of the effective date of this Agreement. The Town shall retain copies of records in accordance with Florida's records retention laws.

D Transfer of Equipment:

Effective June 29, 2002, all fire-rescue equipment and vehicles identified in Exhibit "3" shall be transferred to and shall become the property of the County. Such equipment shall be provided to the County complete with all equipment currently assigned including, but not limited to, breathing equipment, hydraulic extrication equipment, 12 lead EKG, and portable generators, and shall be identified in Exhibit "3" attached hereto and incorporated herein.

The Town shall also transfer to the County as of June 29, 2002, all staff vehicles, reserve equipment, maintenance or support equipment, and appliances/ furnishings presently assigned to the Town's Fire Rescue Department and shall also be identified in Exhibit "3". The Town shall deliver all equipment, vehicles and any other items identified on Exhibit "3" to the County at the Lake Park fire-rescue facility located at 1000 Park Avenue by 7:30 a.m. on June 29, 2002, and shall transfer title to same to County as of said date.

The Town hereby stipulates that all equipment, both fleet and operating, will be in good working condition upon delivery to the County on June 29, 2002. Any equipment not in good working condition as of June 29, 2002 shall promptly be made so at the Town's expense.

All equipment, vehicles and other items transferred to the County by the Town hereunder shall become the property of the County.

SECTION 8. COSTS FOR SERVICES:

A. Contract price for Lake Park

The Town's contract price for services rendered under this service Agreement for each year of this Agreement shall be calculated by multiplying the Town's then current taxable property value, as certified by the Property Appraiser's Office on July 1 of each year, times the millage rate

for the Fire Rescue MSTU as adopted by the Board of County Commissioners for the upcoming fiscal year.

However, for the remainder of fiscal year 2002, the contract price for services hereunder shall be two hundred seventy thousand, seven hundred fifty dollars ($270,750). This amount is due in two equal installments of one hundred thirty five thousand, three hundred seventy five dollars ($135,375.00). The first installment is due within15 days of the effective date of this Agreement. The second installment is due on August 1, 2002.

B. Method of Payment

Beginning October 1, 2002, the recalculated contract amount shall be paid to the County in 12 equal monthly installments for each and every year of the agreement. All payments are due on the first of each month and shall be considered delinquent if not received by Fire-Rescue within 10 business days after the due dates. County shall invoice the Town 15 days prior to the above dates.

By mutual consent of the parties in a written agreement, the parties may at a future date amend this Agreement if the provisions of Section 9 relating to an MSTU/MSBU are implemented.

C. Other Revenue:

1. The parties acknowledge and agree that, effective June 29, 2002, the County may invoice, collect, and retain all revenues from those companies or persons directly receiving hazardous materials mitigation services or benefitting therefrom, in accordance with the Palm Beach County Regional Hazardous Materials Response Ordinance of 1998, as it may be modified from time to time.

2. The parties acknowledge and agree that, effective June 29, 2002, the County may invoice, collect, and retain fees for non-emergency services provided within the Town's boundaries, including, but not limited to fire inspection fees, plans review fees, and false alarm fees in accordance with the Fire Code.

3. The parties acknowledge and agree that, effective June 29, 2002, the County may invoice, collect, and retain fees from those persons receiving ALS/BLS transport services pursuant to County Ordinance 2001-025, as it may be amended from time to time, relating to ALS/BLS transport fees.

4. In addition, the Town agrees to take all action necessary to insure that the County is lawfully empowered to invoice and collect the fees described above.

5. Any ALS/BLS transport fees collected by the County prior to September 30, 2003, for ALS/BLS transport services provided within the boundaries of the Town of Lake Park and the Town of Palm Beach Shores during the period from June 29, 2002 through September 30, 2002, minus any associated collection fees, shall be credited back to the Town of Lake Park against future contract payments due to the County under this Agreement. The parties understand and agree that the County's obligation to credit said fees back to the Town shall be limited to those fees that are actually collected and received by the County prior to September 30, 2003, for those transport services rendered between June 29, 2002 and September 30, 2002, and that this provision shall not be construed to require the County to continue collection efforts after September 30, 2003, for said transport service fees.

SECTION 9. ANNUAL APPROPRIATION:

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years. The Town agrees to pay for the services provided under this Agreement. If, during any year of this Agreement, the Town determines that ad valorem tax revenues are not available to fund the services provided by County, it shall be obligated to pay for the services from any or all other revenue sources available to it or which may be made available to it.

Should the Town wish to join the Fire Rescue MSTU, or have an MSTU/MSBU created around the municipal boundaries of the Town, it must do so in accordance with the requirements of Section 125.01, Florida Statutes, which requires that an ordinance be enacted by the governing

bodies of both parties. Such an ordinance must be adopted prior to December first of any year to be effective no sooner than October first of the following year. County shall assume the responsibility and costs of an implementation study if such a study is deemed necessary, which cost of study may be recouped through the MSBU/MSTU.

SECTION 10. EMERGENCY MEDICAL SERVICES:

Emergency medical services provided by the County pursuant to this Agreement shall be in accordance with Palm Beach County Ordinance No. 2001-025, as it may be amended from time to time, the rules and regulations pursuant thereto, and all subsequent amendments thereto. The Town shall take any and all action necessary to facilitate the delivery of EMS services by County hereunder, including but not limited to the transfer or assignment of its Certificate of Public Convenience and Necessity (COPCN) to County for the provision of ALS and/or BLS services. Should Palm Beach County Fire-Rescue not be granted the necessary COPCNs to provide the contemplated services within Lake Park during the term of this Agreement, then any further obligations under this Agreement shall be considered null and void and the Agreement terminated without penalty, damages or recourse to either party.

SECTION 11. MONTHLY REPORT:

A log of all calls for service within the Town shall be maintained and presented monthly to the Town Manager. The log shall contain, at a minimum, the following:

A. Time call received by Fire-Rescue

B. Time of dispatch

C. Identification of all units dispatched

D. Classification of call

E. Time en route

F. Travel time

G. Time of arrival

The Battalion Chief shall promptly report to the Town Manager in the event of the following:

A. Substantial property damage

B Civilian injuries

C. Fatalities

D. Hazardous materials incidents

The Battalion Chief shall be the contact person for all operational issues within the Town. The Town Manager and Battalion Chief shall provide each other with emergency contact numbers.

SECTION 12. TERM; RENEWAL; and TERMINATION:

The term of this Agreement shall commence at 7:30 A.M. on June 29, 2002 and expire at 7:30 A.M. on October1, 2009. Thereafter, this Agreement shall automatically renew for an additional seven (7) year period, without further action of the parties, unless either party shall notify the other in writing on or before October 1st of the final year of the agreement of its intent not to renew. This Agreement shall not be terminated by either party, at any time during its term or any renewal thereof, unless agreed to in writing by both parties or unless either party shall default on any of its material obligations and fail to cure said default in accordance with this Agreement.

SECTION 13: ANNUAL REPORT

The County shall submit an annual report of the status and activities of the fire-rescue services provided to the Town pursuant to this Agreement that shall include all pertinent information relating to number and classification of calls, response time, programs proposed, programs deleted, services proposed, services recommended to be deleted, and the need for additional services, if any. This report shall be completed by January 15 following completion of each fiscal year during the term of this Agreement.

SECTION 14. RELATIONSHIP OF EMPLOYEES

This Agreement does not and shall not be construed to make any officer or employee of County an officer or employee of the Town for any purpose whatsoever, nor any officer or employee of the Town an officer or employee of County for any purposes whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of

the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

SECTION 15. LIABILITY:

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party or for any third party. Each party shall be responsible for its own negligence. Furthermore, nothing contained herein shall be construed as a waiver of either party's sovereign immunity or the assumption of liability in excess of that allowed by law.

SECTION 16. DEFAULT AND OPPORTUNITY TO CURE:

If the County shall default in any of its material obligations under this Agreement which shall be defined as a repeated failure to provide the required level of service or the failure to make the payments identified in first paragraph of Section 6B provided they are lawfully due pursuant to the Purchase Agreement, then in that event the Town shall provide written notice of default to the County and afford the County a period of ninety (90) days to cure such default (if such default is curable); provided, however, that if the default in question cannot be cured within such ninety (90) day period, then the County shall be afforded such additional time as shall be reasonably required to cure such default.

If the County shall be in default hereunder beyond the expiration of the applicable period stated above, the Town shall have the right to cure such default, in which event the County shall immediately reimburse the Town for all sums paid to effect such cure.

If the Town shall default in any of its material obligations under this Agreement, the County must provide notice of default to the Town and afford the Town a period of ninety (90) days to cure such default; provided, however, that if the default in question cannot be cured within such ninety (90) day period, then in that event the Town shall be afforded such additional time as shall be reasonably required to cure such default.

If the Town shall be in default hereunder beyond the expiration of the applicable cure period stated above, the County shall have the right to cure such default, in which event the Town shall immediately reimburse County for all sums paid to effect such cure.

SECTION 17. ASSIGNMENT OF RIGHTS:

Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other.

SECTION 18. RECORDS RETENTION

The County and Town shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

SECTION 19. AMENDMENTS:

The terms of this Agreement may not be amended, supplemented, waived, or changed without the written approval of the parties.

SECTION 20. FILING:

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 21. INDEMNIFICATION:

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the Town against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and the Town shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of the Town's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

SECTION 22. FORCE MAJEURE:

Except as otherwise provided in this Agreement, County shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), or any other cause of any nature whatsoever beyond the control of the County which was not avoidable in the exercise of reasonable care and foresight.

SECTION 23. GOVERNMENTAL POWERS:

The parties understand, acknowledge and agree that nothing contained herein shall be construed in anyway to contract away, delegate, or otherwise limit the parties' respective legislative and police powers. Notwithstanding anything contained in this Agreement, the ultimate authority over the provision of fire rescue services to the Town shall remain with the Town. The parties acknowledge that this Agreement is an Interlocal agreement under Chapter 163, Florida Statutes, and that each party shall retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of any such Interlocal agreement. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any State, County, City or Town officials.

SECTION 24. ENFORCEMENT COSTS:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of

the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

SECTION 25. NOTICE:

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the County:

Fire-Rescue Administrator
Palm Beach County Fire-Rescue
50 South Military Tr., Suite 101
West Palm Beach, FL 33415

As to Lake Park:

Town Manager, Mayor & Commissioners
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SECTION 26. REMEDIES:

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 27. JOINT PREPARATION:

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

SECTION 28. EQUAL OPPORTUNITY:

The County and Town agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 29. CAPTIONS:

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

SECTION 30. SEVERABILITY;

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 31. ENTIRETY OF AGREEMENT:

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

SECTION 32. PENSION

The parties agree to abide by all laws and regulations relating to the pension rights of the employees being transferred under this Agreement, and the provision of pension benefits to said employees. The Town shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Town's negligence in connection with any pension rights and/or benefits arising from the transferred employees' former employment by the Town.

SECTION 33. TERMINATION OF DISPATCH AGREEMENT:

The interlocal agreement between the parties dated October 16, 2001 (Contract No. R2001-1822), for Dispatch Services is hereby terminated pursuant to the terms of Section 7 of said agreement. The parties hereby agree that any fees or credits due and owing to either party under said Dispatch Services have been renegotiated and included as part of the consideration for the present service agreement and therefore no fees or credits remain due to either party under the Dispatch Service agreement.

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this Agreement on the date first written above.

TOWN OF LAKE PARK, FLORIDA,
BY ITS COMMISSION

By: _____
Paul Castro, Mayor

ATTEST:

By: _____
Town Clerk

Approved as to form
and legal sufficiency:

By: _____
Betty Resch, Esq.
Town Attorney

R2002 0993
JUN 18 2002

TOWN OF LAKE PARK FLORIDA SEAL

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Warren Newell, Chair

ATTEST:
DOROTHY H. WILKEN

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FLORIDA

Approved as to form and
Legal sufficiency

By: _____
Assistant County Attorney

Approved as to terms and conditions

By: _____
Fire Rescue

H:\AAA.FIL\CONTRACT.S\LakeParkAg5-21c.wpd

Exhibit 1

Employee List

Name	Hire	Promotion	Lake Park Position	PBC Position
Beimly, Matthew	03/11/97		Fire Medic	Paramedic
Caradonna, Carl	09/26/88	07/26/93	Fire Captain	Lieutenant/EMT
Demario, George	03/08/93	07/25/95	Fire Captain/Medic	Lieutenant/PM
Johnson, John	05/04/94	03/27/02	Fire Medic	Driver/PM
Kelley, Wilson	10/02/95	03/27/02	Fire Medic	Driver/PM
Knabb, Benjamin	03/13/00		Fire Medic	Paramedic
Maitland, Keith	03/05/01		Fire Medic	Paramedic
Stephens, William	11/29/99		Fire Medic	Paramedic
Stewart, Timothy	01/22/90	03/27/02	Firefighter/EMT	Driver/EMT
Vazquez, Rafael	02/17/01		Fire Medic	Paramedic
Wallwork, Peter	01/02/90	02/25/91	Captain/Medic	Lieutenant/PM
Wells, Michael	11/23/81	04/06/95	Fire Chief	Battalion Chief
Williams, Timothy	11/15/99		Fire Medic	Paramedic

Exhibit #3

Lake Park Assets

Vehicles:

Chevrolet C2500 1999 6-5 Liter Turbo Diesel VIN 1GCGK2YF2XF05504

MSA Air Packs - 14 Units

Town of Lake Park Asset Numbers
#2578, #2579, #1164, #1153, #1182, #1154, #00251, #340, #00254, #60253, #00250, #02578 & 2 others that have no Serial Number or asset #.

Hurst Rescue Tool - Lake Park Asset #002733

1 Power Unit
1 spreader w/attachments

Hurst Rescue Combo Tool - No Lake Park Asset #

1 Power Unit
1 Spreader Cutter Combo

Hurst Rescue Cutter - No Lake Park Asset #

Attachment SN 0205

Hurst Ram - No Lake Park asset #

Ram 30 SN 90190

UHF Portable Radios

1 Motorola UHF Portable Lake Park Asset # 304
1 Motorola UHF Portable Lake Park Asset # 305

Mako Air Compressor

has SN6834 with Lake Park Asset #203

Mako Bottle Station

6 bottles in racking system

Air Purification System - Lake Park Asset #1415

Wall Mounted

Lake Park Assets (contd)

Ground Monitor - Lake Park asset #321
mounted on Lake Park Engine 22

Honda Generator - Lake Park Asset #1185

Gas Smoke Ejector 3HP - Lake Park Asset #304
SN 840

50 Ton Air Bag System - No Lake Park Asset Number
3 components - 1-12 Ton, 1-17 Ton, 1-21.8 Ton

Code 3 Light bars - No Lake Park Asset #
1 on Unit 8
1 in storage

Marquette Heart Monitors #1500 - No Lake Park Number
1 SN J4DW2158F

LifePak 12 Heart Monitor
SN #14216390

Xerox 620 Typewriter - Lake Park Asset #1930
SN 177-983

Panasonic Telephone System - No Lake Park Asset #
SN OABIM045359

*SN - denotes Serial Number

:ekwpdata/assets/lakepark

Fire Rescue
Chief Herman W. Brice
50 S. Military Trail, Suite 101
West Palm Beach, FL 33415-3198
(561) 616-7000
www.pbcfr.org

Palm Beach County Board of County Commissioners

Warren H. Newell, Chairman
Carol A. Roberts, Vice Chair
Karen T. Marcus
Mary McCarty
Burt Aaronson
Tony Masilotti
Addie L. Greene

County Administrator

Robert Weisman

July 3, 2002

Jason R. Nunemaker, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Mr. Nunemaker:

Enclosed for your files, please find executed original copies of the Interlocal Agreement for Fire Protection and Emergency Medical Services by and between The Town of Lake Park and Palm Beach County, and the Agreement for Purchase & Sale.

If you have any other questions or concerns please contact me at 561-616-7027.

Sincerely,

Jill Gregory
Financial Analyst
Palm Beach County Fire-Rescue

RECEIVED
JUL 22 2002
Town of Lake Park
Office of the Town Manager

"An Equal Opportunity Affirmative Action Employer"

printed on recycled paper

TAB 12

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 6, 2016 **Agenda Item No.** Tab 12

Agenda Title: Approval of Amendment I to Professional Services Contract between the Town of Lake Park and CPZ, Architects. Inc. in the amount of $9,500.00

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON FIRST READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 12/30/15

_____
David Hunt / Public Works Director

Originating Department: Public Works	**Costs: $ 9,500.00** **Funding Source:** **CDBG Acct. No.301-63818 $4,625** **CDBG Acct. No. 301-63819 $2,000** **Unreimbursable 301-63820 $2,875** **[X] Finance** _____	**Attachments:** **Amendment I to Professional Services Contract**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case RP **Please initial one.**

Summary Explanation/Background:

On October 21, 2015, the Town Commission approved Resolution 42-10-15 authorizing the execution of an agreement between the Town and CPZ Architects, Inc. for professional services associated with CDBG funded improvements at Kelsey and Lake Shore Parks. The professional services fee is $59,000.

Subsequent to the approval, the Town was notified by the Palm Beach County Department of Economic Sustainability (DES) that the Town has been approved for $33,964.00 in CDBG funding for benches and trash receptacles for placement in Kelsey Park. The Town then made a request to DES to add re-roofing of the Pavilion building and Tennis Pro / Recreation Director building to the grant funds. DES has agreed to the bundling of 2013-14, 2014-15 and 2016-17 CDBG funds for a total amount of $436,674 less costs of testing for asbestos in buildings.

On December 16, 2015, CPZ Architects, Inc. updated the Commission on the details of the two restroom buildings, the project cost estimate, and held a discussion on the removal of dormers when the buildings in Lake Shore Park are re-roofed. The discussion with the Commission resulted in the authorization to include architectural asphalt shingles as an Alternate to the "S" tile roofing.

CPZ Architects, Inc. has evaluated the design work involved and prepared a proposal. Amendment I to the current professional services contract proposes the following:

- Prepare site plan sheet to be added to bid documents showing benches and trash receptacles to be removed and new benches and trash to be replaced including detail of new concrete slabs and fastening method ($2,000.00).
- Develop specifications and details for the add alternates of re-roofing of the Pavilion building ($1,750) and the Tennis Pro / Recreation Director building ($1,750.00), including design and specification for the removal of the dormers and reframing and sheathing, including flashing and installation of "S" tile to match buildings in the base bid.
- Develop specifications for a deduct Alternate for a dimensional asphalt shingle roof in lieu of "S" tile roof for all re-roof of existing buildings as well as the new roof for the Kelsey Park restroom ($2,500).
- Extend the contract completion of the design contract requirements by 30 calendar days.
- Add to Construction Administration phase of project services associated with Pavilion re-roofing ($1,000).
- Add to Construction Administration phase of project services associated with Tennis Center building roof ($500).

DES has advised that design and construction administration fees associated with the re-roofing of the Tennis Center office/Pro-Shop building will not be grant eligible ($2,875).

Original Contract Amount	$59,000.00
Cost Associated with Amendment I	9,500.00
TOTAL CONTRACT AMOUNT TO DATE	$68,500.00

Recommended Motion: I make a motion to approve Amendment I to the current professional services contract between the Town and CPZ Architects, Inc. in the amount of $9,500.

December 10, 2015
REVISED: December 28, 2015
Town of Lake Park
Attn.: Mr. Richard Pittman, Project Manager
650 Old Dixie Highway
Lake Park, FL 33403

RE: Amendment 1 to Professional Services Contract between the Town of Lake Park and CPZ Architects, Inc. approved by Town Commission on October 21, 2015

Dear Mr. Pittman:

We are pleased to offer the following fee proposal to provide additional Architectural Services.

SCOPE

This work includes construction documents including architectural, civil engineering, landscape architectural and structural drawings for the new benches, trash receptacles and the re-roofing of (2) adjacent buildings including the elimination of dormers. Drawings will be added to the permitting, bidding, and construction documents already in progress.

SERVICES & COMPENSATION

Construction Documents

- Add demolition plan showing locations of benches and trash receptacles to be demolished along with their related existing concrete pads
- Develop Site Plan depicting location of fifteen (15) new benches (3 – 4' benches and 12- 6' benches) and six (6) new trash receptacles and location of existing buildings to be re-roofed
- Design and detail new concrete pads for benches and trash receptacles
- Develop design and connection details for new benches and trash receptacles
- Develop specifications for the add alternate of re-roofing of the Pavilion (Community Meeting Building) and the Tennis Center office building. Including design and specification for the removal of the dormers and reframing and sheathing, including flashing and "S" Tile to match buildings in the base bid.
- Develop specifications for a Deduct Alternate for shingle roof in lieu of concrete tile roof for all re-roof of existing buildings as well as the new roof for the Kelsey Park Restroom

COMPENSATION (Design Phase)

Compensation for architectural and engineering services shall be on a stipulated basis as follows:

Architectural Fee related to benches and trash receptacles	$ 2,000.00
Architectural and Structural fees related to re-roofing of Pavilion Bldg.	$ 1,750.00
Architectural and Structural fees related to re-roofing of Tennis Ctr. Bldg.*	$ 1,750.00
Architectural Fee related to the Shingle Roofing Alternate (Pavilion + Two RR)	$ 1,875.00
Architectural Fee related to the Shingle Roof Alternate (Tennis Ctr. Bldg.) *	$ 625.00
TOTAL	**$ 8,000.00**

*Non-reimbursable from CDBG funds

CPZ ARCHITECTS, INC.
4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
200 N EL MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957
(954) 792-8525, FAX (954) 337-0359
AA# 26000685
WWW.CPZARCHITECTS.COM

COMPENSATION (CONSTRUCTION ADMINISTRATION, ITEM "D" OF CONTRACT) BILLED AT HOURLY RATE.

Services during construction associated with Pavilion reroofing Includes 2 site visits at $500 each (Allowance)	$ 1,000.00
Services during construction associated with Tennis Ctr. Bldg. Includes 1 site visit at $500 each (Allowance)*	$ 500.00
TOTAL	**$ 1,500.00**

*Non-reimbursable from CDBG funds

TIME OF COMPLETION

A time extension for the completion of the design contract requirements, including Amendment is hereby agreed to 30 calendar days. The design contract completion is hereby established as February 2, 2016.

CONTRACT REVISION

Original Contract Amount	$ 59,000.00
Cost of Amendment 1	$ 9,500.00
TOTAL CONTRACT AMOUNT TO DATE	**$ 68,500.00**

We thank you for the opportunity to offer you these services. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.

Chris P. Zimmerman, AIA
President

Accepted on _____2016.

By: _____

Title: _____

CPZ ARCHITECTS, INC.
4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
200 N EL MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957
(954) 792-8525, FAX (954) 337-0359
AA# 26000685
WWW.CPZARCHITECTS.COM

TAB 13

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 6, 2016 **Agenda Item No.** Tab 13

Agenda Title: Request for Waiver of Rental Deposit and Reduction of Rental Fees for January 16, 2016 Wedding Reception

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[x] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 12/22/15

_____
Name/Title

Originating Department: **Human Resources**	**Costs: $514.00** Funding Source: Acct. # [X] Finance BKR	**Attachments:** **Copy of Facility Rental Receipt**
Advertised: Date: _____ Paper: _____ **[x] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	**Yes I have notified everyone: BMT** or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

On October 12, 2015, Town resident Dana Keith met with the Town's Recreation Director and submitted payment in the amount of $250.00 as a deposit in order to rent the Mirror Ballroom for her January 16, 2016 wedding reception. Subsequently, it was discovered that an error had been made and the Mirror Ballroom was not available for rental by Ms. Keith for that date because the Recreation Director had, on October 10, 2015 and prior to meeting with Ms. Keith, already booked it for another event. The Recreation Director then advised Ms. Keith that she could not use the Mirror Ballroom and would need to switch her rental for her wedding reception to the Marina meeting room.

The Marina meeting room has a smaller capacity which has caused Ms. Keith to have to scale back her wedding guest list from 100 to 80 people. The Marina meeting room can only accommodate 50 people. Additionally, the floor of the Marina meeting room is half stripped and is currently in need of complete stripping and re-waxing. All of this has caused Ms. Keith a significant degree of distress as she is saddened by having to scale back her guest list and is worried over the condition of the Marina meeting room floor.

Staff has reviewed this situation and believes that it is in the best interest of Ms. Keith, a Town resident, and the Town to (1) waive the deposit paid by Ms. Keith in the amount of $250.00 and to apply such monies to her total rental fee, and to (2) reduce the total rental fee of $528.00 by 50 percent. Attached is a copy of the Facility Rental Receipt for Ms. Keith which shows the $250.00 deposit that she has already paid and the full amount of other fees currently outstanding. Staff recommends such action.

Recommended Motion: I move that the $250.00 deposit paid by Town resident Dana Keith for her January 16, 2016 wedding reception be waived and that such funds be applied toward her total rental fee; and, that the total rental fee of $528.00 be reduced by 50 percent to $264.00, leaving her a balance of $14.00.

TOWN OF LAKE PARK

535 Park Avenue
Lake Park, FL 33403
561-881-3338

FACILITY RENTAL RECEIPT

NAME: DANA KEITH
ADDRESS: 438 E. ILEX DRIVE
LAKE PARK, FL 33403
PHONE: (h) 561-845-8492; (c) 561-281-0887

EVENT DATE: SATURDAY, JANUARY 16, 2016

EVENT TIME: 4:30 p.m. to 7:30 p.m.
SET –UP TIME: 3 hrs **BREAK DOWN TIME:** 1 hr
EVENT TYPE: Wedding Reception

LOCATION: Marina Room **NO. OF PEOPLE** 80

	RENTAL (Plus 6% Tax)		
RFRNT	**Resident fee**	$ 60 /HR* X 3 HRS	$180.00
RFRNT	**Non-Resident fee**	$ /HR* X HRS	$
	* **Plus $30/hr Personnel Fee (see below)**		
RFRNT	Set-up/Breakdown	$30.00/HR X 4 HRS	$ 120.00
	001-347-50S Party Package ($200 full package; $100 half package)		$
		RENTAL FEE	$ 300.00
RFTAX		**TAX 6%** (On Rental Fee only)	$ 18.00

TOTAL RENTAL FEE (From above taxed box) $ 318.00

DEPMB/DEPPV **DEPOSIT** ($250.00 deposit paid on 10/12/2015 for Mirror Ballroom rental.) $

RSCUR ***PERSONNEL** $30.00/HR X 7 HRS = $ 210.00

TOTAL: $ 528.00

PAID TODAY: $

(14 days prior to the Event) **(Balance Due Date:** ____/____/____) **BALANCE DUE:** $

NOTES:

Rev. 11/2015

TAB 14

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 6, 2016 **Agenda Item No.** Tab 14

Agenda Title: Setting a joint Town Commission/Planning & Zoning Board workshop date for the Mixed-Use Zoning Overlay District initiative.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON 1st READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 12/18/15

Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: **Community Development**	Costs: $ 0 Funding Source: Acct. # [ ] Finance _____	**Attachments:** **N/A**
Advertised: Date: **N/A** Paper: _____ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or Not applicable in this case ***ND*** **Please initial one.**

Summary Explanation/Background:
In follow-up to the workshop held on Wednesday, December 9th at 6:00pm, the Town would like to schedule our next and hopefully final workshop on one of the following dates:

Monday, February 29, 2016 (6-8pm)
OR
Tuesday, March 1, 2016 (6-8pm)

Recommended Motion: I move to SCHEDULE the Mixed-Use Zoning Overlay District Workshop on (*select date*).