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# PHCSA

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**Palm Harbor Community Services Agency, Inc**

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**Serving the Citizens of Palm Harbor and East Lake**

# PHCSA Manual

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1

Founding Documents  
Standard of Conduct

PHCSA

# **P H C S A**

## **Palm Harbor Community Services Agency, Inc.**

The Palm Harbor Community Services Agency, Inc. was created in 1985 per Pinellas County Ordinance 85-28 to provide library and recreation services to the residents of the Palm Harbor Community Services District, a municipal services taxing unit. The ad valorem tax of 0.25 mills for library service and 0.25 mills for recreation services, is \$.50 for each \$1,000 of assessed valuation.

The Agency is governed by an eight-member board of directors, each appointed to a 2-year term. They meet on the third Wednesday of each month at 7:00 pm at either the Palm Harbor Library, the East Lake Community Library or the Centre CSA Palm Harbor.

The Agency is responsible for the management of all library and recreation department funds and hires the directors of the Palm Harbor Library, East Lake Community Library, East Lake Recreation, and CSA Palm Harbor.

Previous Meeting Minutes and Agendas are available on the PHCSA website:  
[www.phcsa.net](http://www.phcsa.net).





D. W. McKinnon, Director  
Division of Corporations  
904/487-6000

FLORIDA DEPARTMENT OF STATE  
George Firestone  
Secretary of State

Mrs. Nettie Sims, Chief  
Bureau of Corporate Records  
904/487-6900

January 24, 1986

Dennis R. Long, Esq.  
Wilson, Wilson & Long  
PO Box 1020  
Palm Harbor, FL 33563

Dear Mr. Long:

The Articles of Incorporation for PALM HARBOR  
COMMUNITY SERVICES AGENCY, INC. were filed  
on January 21, 1986, and assigned document number N13089.  
Your check for \$38.00 covering the various fees has been  
received.

Enclosed is a certified copy of the articles.

Should you have any questions regarding this matter, please telephone  
(904) 487-6051, the Non-Profit Filing Section.

Sincerely,

D. W. McKinnon, Director  
Division of Corporations

DWM:krq

FILED  
JAN 21 11 23 35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Articles of Incorporation

of

PALM HARBOR COMMUNITY SERVICES AGENCY, INC.

Florida Nonprofit Corporation

ARTICLE I

The name of this corporation is PALM HARBOR COMMUNITY SERVICES AGENCY, INC.

ARTICLE II

This is a nonprofit corporation, organized to provide opportunities to enhance the common good and welfare of Palm Harbor residents, pursuant to the Florida Corporations Not for Profit law set forth in Section 617 of the Florida Statutes, Chapter 85-489, Laws of Florida, and Pinellas County Ordinance No. 85-28.

ARTICLE III

The term of existence of the corporation is perpetual.

ARTICLE IV

The specific and primary purposes for which this corporation is formed are:

(a) to provide for the administration and operation of the business and affairs of the "Palm Harbor Community Services District" (hereinafter "District") created pursuant to Pinellas County Ordinance No. 85-28.

(b) to operate in any other manner for such purposes as provided in Pinellas County Ordinance No. 85-28 and Chapter 85-489, Laws of Florida.

(c) to engage in such other activities as may be of mutual benefit to its members.

ARTICLE V

Board of Directors. The powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors. The number of Directors of the

corporation shall be seven (7) appointed as follows:

1. Two (2) Directors who are officers or directors of, and appointed by, the Palm Harbor Friends of the Library, Inc.;
2. Two (2) Directors who are officers or directors of, and appointed by, the Palm Harbor Youth Recreation League, Inc.;
3. Two (2) Directors who are officers or directors of, and appointed by, the Palm Harbor Chamber of Commerce; and
4. One (1) Director appointed by the Board of County Commissioners.

The Directors named herein as the first Board of Directors shall hold office until the first meeting of members at which time Directors appointed by the entities designated herein shall assume office.

Directors elected at the first annual meeting, and at all times thereafter, shall serve for a term of two (2) years from the date of appointment and until the qualification of the successors in office.

Each Director shall be a qualified elector of, and reside within the District. If any Director ceases to reside anywhere within the District, resigns from office, or is removed for cause from office, his office shall be declared vacant, he shall be disqualified from further service, and a new director shall be appointed as provided herein to fill the unexpired term of office. Each Director shall hold office until his successor is appointed and qualified. Any resignation by a Director shall be accepted.

Annual meetings of the Directors shall be held on the second Monday in January each year at such place as the Directors may designate from time to time by Resolution.

The names and addresses of such initial members of the Board of Directors are as follows:

Name	Address
<u>JAMES F. SUNDERMAN</u>	<u>750 Maple Ridge Rd.</u> <u>Palm Harbor, FL 33563</u>
<u>WOODROW J. LATUALA</u>	<u>475 Winding Willow Dr.</u> <u>Palm Harbor, FL 33563</u>

<u>JEANNETTE MALOUF</u>	<u>700 Delaware Ave.</u> <u>Palm Harbor, FL 33563</u>
<u>BETTY J. STEGMAN</u>	<u>930 Highview Dr.</u> <u>Palm Harbor, FL 33563</u>
<u>JOHN GIBELLINO</u>	<u>828 Village Way</u> <u>Palm Harbor, FL 33563</u>
<u>DALE BELCHER</u>	<u>P. O. Box 667</u> <u>Palm Harbor, FL 34273-0667</u>
<u>ROBERT J. SIPPEL</u>	<u>226 Westwinds Dr.</u> <u>Palm Harbor, FL 33563</u>

**Corporate Officers.** The Board of Directors shall elect the following officers: President, Vice President, Secretary and Treasurer, and such other officers as the bylaws of this corporation may authorize the Directors to elect from time to time. Initially, such officers shall be elected at the first annual meeting of the Board of Directors. Until such election is held, the following persons shall serve as corporate officers:

<u>Name</u>	<u>Address</u>
President: <u>DALE BELCHER</u>	<u>P. O. Box 667</u> <u>Palm Harbor, FL 34273-0667</u>
Vice President: <u>JAMES F. SUNDERMAN</u>	<u>750 Maple Ridge Rd.</u> <u>Palm Harbor, FL 33563</u>
Secretary: <u>ROBERT J. SIPPEL</u>	<u>226 Westwinds Dr.</u> <u>Palm Harbor, FL 33563</u>
Treasurer: <u>BETTY J. STEGMAN</u>	<u>930 Highview Dr.</u> <u>Palm Harbor, FL 33563</u>

#### ARTICLE VI

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof.

Notwithstanding any other provision of these articles, the

corporation shall not carry on any other activities not permitted to be carried on by Section 617, Florida Statutes, Chapter 85-489, Laws of Florida, Pinellas County Ordinance No. 85-28, or other applicable statutes, ordinances or regulations.

Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

#### ARTICLE VII

Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a Court of competent jurisdiction in the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as such Court shall determine, which are organized and operated exclusively for such purposes.

#### ARTICLE VIII

The corporation shall have one class of members and no more than one membership may be held by any one person or entity. The rights and privileges of all members shall be equal. Each member shall be entitled to one vote.

Any person or entity that qualifies for membership as provided in the Bylaws is eligible for membership..

A prospective member shall be eligible for membership upon approval by the Board of Directors as provided in the Bylaws.

#### ARTICLE IX

The name and address of the Subscriber of this corporation is as follows:

Name	Addresses
<u>ROBERT J. SIPPEL</u>	<u>226 Westwinds Dr.</u> <u>Palm Harbor, FL 33563</u>

ARTICLE X

Subject to the limitations contained in the Bylaws, and any limitations set forth in the Corporations Not For Profit law of the State of Florida, concerning corporate action that must be authorized or approved by the members of the corporation, Bylaws of this corporation may be made, altered, rescinded, added to, or new Bylaws may be adopted, either by a resolution of the Board of Directors, or by following the procedure set forth therefor in the Bylaws.

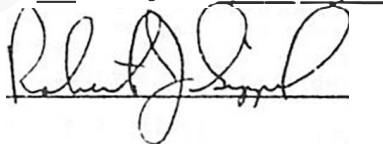
ARTICLE XI

The address of the corporation's registered office shall be 2101 U.S. Highway 19 North, Suite 201, Palm Harbor, Florida, and the name of its registered agent at said address shall be Dennis R. Long.

ARTICLE XII

Amendments to these Articles of Incorporation may be proposed by a resolution adopted by the Board of Directors and presented to a quorum of members for their vote.


I, the undersigned, being the subscriber and incorporator of this corporation, for the purpose of forming this nonprofit corporation under the laws of the State of Florida, have executed these Articles of Incorporation this 8th day of \_\_\_\_\_ 1986.



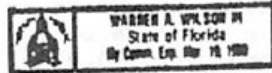
STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared ROBERT J. SIPPEL, to me known to be the person who executed the foregoing Articles of Incorporation and he acknowledged to and before me that he executed such Instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of January, 1986.

  
\_\_\_\_\_  
Notary Public

My commission expires:



**CERTIFICATE DESIGNATING REGISTERED AGENT  
AND STREET ADDRESS FOR SERVICE OF PROCESS  
WITHIN FLORIDA**

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Pursuant to Florida Statute 48.091, PALM HARBOR COMMUNITY SERVICES AGENCY, INC., desiring to organize under the laws of the State of Florida, hereby designates Dennis R. Long, located at 2101 U.S. Highway 19 North, Suite 201, Palm Harbor, Florida, as its Registered Agent to accept service of process within the State of Florida.

**ACCEPTANCE BY REGISTERED AGENT**

Having been named Registered Agent and designated to accept service of process for the above stated corporation, at the place designated herein, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated: January 8, 1986.

FILED  
JAN 21 PM 2:38  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



**113089**  
**WILSON. WILSON & LONG, P. A.**  
**ATTORNEYS AT LAW**

**PALM HARBOR, FL 34684**  
31608 U. S. HIGHWAY 19 NORTH  
(813) 785-7676

**NEW PORT RICHEY, FL 34684**  
PASCO OFFICE CENTER  
8520 GOVERNMENT DRIVE  
SUITE 1  
(813) 849-3111

TELECOPIER: (813) 785-2708

**DENNIS R. LONG**  
**BETH S. WILSON**  
**WARREN A. WILSON, III**  
**ARNELLE M. STRAND**

September 21, 1998

**MAILING ADDRESS:**  
P. O. BOX 1020  
PALM HARBOR, FL 34682-1020

Corporate Records Bureau  
Division of Corporations  
Department of State  
P. O. Box 6327  
Tallahassee, FL 32314

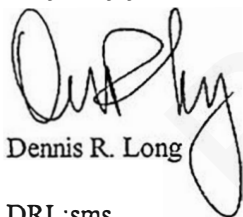
**Re: PALM HARBOR COMMUNITY SERVICES AGENCY, INC.**

Dear Sir:

Enclosed please find the original and one copy of the Articles of Amendment of the above-named corporation. Also enclosed is a check in the amount of \$35.00 to cover the filing fee. Please return a date-stamped copy to me.

Thank you very much for your cooperation in this matter.

Very truly yours,

  
Dennis R. Long

DRL:sms  
Enclosures

S-C-CORP/PHCSA/LTR

**600002647046--2**  
-09/23/98--01052--001  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

**FILED**  
**98 SEP 23 AM 11:46**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

**AMEND**  
**CLERK**  
**9/29**

**ARTICLES OF AMENDMENT**  
**OF**  
**PALM HARBOR COMMUNITY SERVICES AGENCY, INC.**  
**Florida Non-Profit Corporation**

**FILED**  
98 SEP 23 AM 11:40  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The Articles of Incorporation of the PALM HARBOR COMMUNITY SERVICES AGENCY, INC., are hereby amended as follows:

1. The first paragraph of Article VI of the Articles of Incorporation of this corporation is hereby amended to read as follows:

**ARTICLE VI**

No part of the revenues or earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers or other private persons; and the corporation shall not pay compensation for services rendered to the corporation by its officers or directors, provided that the officers or directors may be reimbursed for reasonable expenses as provided by law.

2. Article VIII of the Articles of Incorporation of this corporation is hereby amended in its entirety to read as follows:

**ARTICLE VIII**

The corporation shall not have members.

3. Article XII of the Articles of Incorporation of this corporation is hereby amended in its entirety to read as follows:

**ARTICLE XII**

Amendments to these Articles of Incorporation may be adopted by a resolution adopted by a majority of the Board of Directors after 25 days' written notice to the Directors.

4. The foregoing amendments were adopted by the members of this corporation on the 12<sup>th</sup> day of August, 1998.

**Chapter 114 SPECIAL DISTRICTS<sup>1</sup>****ARTICLE VI. PALM HARBOR COMMUNITY SERVICES DISTRICT<sup>1</sup>****Sec. 114-211. Established.**

There is hereby established a municipal servicing taxing unit under the name of "Palm Harbor Community Services District." The district shall exist until dissolved by law.

(Ord. No. 85-28, § 1, 9-10-85)

**Sec. 114-212. Boundaries.**

All of the lands as described in this section shall be incorporated into a municipal service taxing unit under the name of Palm Harbor Community Services District. The land so incorporated is described as all unincorporated lands and territory lying within the boundaries set forth in the legal description included in Laws of Fla. ch. 82-369, § 1 (compiled in section 114-82 of this Code) as amended, pursuant to law prior to the effective date of this section.

(Ord. No. 85-28, § 2, 9-10-85)

**Sec. 114-213. Governing body; program management.**

The board of county commissioners shall be the governing body of the district. The board of county commissioners shall contract with a nonprofit corporation created for the purposes set forth in this article for the administration and operation of the business and affairs of the district within a reasonable time after the effective date of sections 114-216 or 114-217 of this article. The articles of the nonprofit corporation referenced above shall provide:

- (1) For a board of directors, to be comprised of the following:
  - a. One director who is an officer or director of, and appointed by, the Palm Harbor Friends of the Library, Inc., who is a qualified Pinellas County elector and resides in the Palm Harbor Community Services District;
  - b. One director who is an officer or director of, and appointed by, the Palm Harbor Recreation League, Inc., who is a qualified Pinellas County elector and resides in the Palm Harbor Community Services District;
  - c. One director who is an officer or director of, and appointed by, the East Lake Community Library Advisory Board, Inc., who is a qualified Pinellas County elector and resides in the East Lake Library Services District;
  - d. One director who is an officer or director of, and appointed by, the East Lake Youth Sports Association, Inc., who is a qualified Pinellas County elector and resides in the East Lake Recreation Services District; and
  - e. Four directors appointed by the board of county commissioners, each of whom is a qualified Pinellas County elector and resides in the Palm Harbor Community Services District, the East Lake Library Services District, or the East Lake Recreation Services District. Each county commissioner representing the three at-large districts shall nominate one director each and the county commissioner representing District 4 shall nominate one director.
- (2) The terms of office of the board of directors shall be for two years each from the date of their appointment. A director may serve no more than four successive two-year terms. A director who has served four successive terms may be reappointed to the board of directors following a separation of

<sup>1</sup>State law reference(s)—Municipal service taxing units, F.S. § 125.01(1)(q), (2).

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**Chapter 114 SPECIAL DISTRICTS<sup>1</sup>**

service of no less than a complete two-year term. If any director ceases to reside within the required municipal services taxing unit, resigns from office, or is removed for cause from office, the director's office shall be declared vacant, the director shall be disqualified from further service for that term, and an interim director shall be appointed as provided in subsection (1) of this section to fill the unexpired term of office. An interim appointment shall not be deemed a regular term of appointment and the unexpired term shall not be considered in calculating term limits. Except in cases of a vacancy as described herein, each director shall hold office until a successor is appointed and qualified.

- (3) A record shall be kept of all meetings of such corporation, and in such meetings the concurrence of a majority of such directors shall be necessary to any affirmative action by such corporation; provided however, the director appointed by the Palm Harbor Friends of the Library, Inc. shall not be entitled to vote on matters pertaining to the appropriation and expenditure of funds relating to recreation programs or the East Lake Library; and the director appointed by the Palm Harbor Recreation League, Inc. shall not be entitled to vote on matters pertaining to the appropriation and expenditure of funds relating to the Palm Harbor Library or East Lake Library programs, the director appointed by the East Lake Community Library Advisory Board, Inc. shall not be entitled to vote on matters pertaining to the appropriation and expenditure of funds relating to recreation programs or the Palm Harbor Library; and the director appointed by the East Lake Youth Sports Association, Inc. shall not be entitled to vote on matters pertaining to the appropriation and expenditure of funds relating to library services or the Palm Harbor Recreation programs. The board of directors may adopt such rules and regulations as it may deem necessary regarding the transaction of its business and in carrying out the provisions of this article, subject to approval by the board of county commissioners.
- (4) The board of directors shall, within 30 days of their qualification and appointment, and annually thereafter, elect from their number a chair, a vice-chair, and a secretary-treasurer.
- (5) That directors shall receive no compensation for their services, but shall be entitled to reasonable per diem and travel expenses incurred in furtherance of authorized business of the district subject to the limitations provided in F.S. § 112.061, and subject to approval by the board of directors.

(Ord. No. 85-28, § 3, 9-10-85; Ord. No. 00-58, § 1, 8-1-00; Ord. No. 05-88, § 1, 12-6-05; Ord. No. 13-24, § 1, 9-17-13; Ord. No. 14-36, § 1, 9-11-14; Ord. No. 17-25, § 1, 8-1-17)

Cross reference(s)—Boards, commissions, councils and authorities, § 2-226 et seq.

**Sec. 114-214. Limitations on funding.**

- (a) Subject to referendum approval as provided in section 114-216, funds derived from the levy of ad valorem taxes shall be utilized only to provide public library facilities and related land acquisitions for library and other community services and programs. No funds derived from the tax provided in section 114-216, shall be used for any purposes other than the administration and operation of the affairs and business of the district pertaining to the purposes set forth in this subsection (a), including the construction, care, maintenance, upkeep, acquisition or lease of real property, and operation of a public library facility and related land acquisitions for library and other community service programs as the board of directors may determine to be in the best interest of the district and pursuant to its contract with the board of county commissioners.
- (b) Subject to referendum approval as provided in section 114-217, funds derived from the levy of ad valorem taxes shall be utilized only to provide recreational facilities, programs and related land acquisitions. No funds derived from the tax provided in section 114-217, shall be used for any purposes other than the administration and operation of the affairs and business of the district pertaining to the purposes set forth in this subsection (b), including the construction, care, maintenance, upkeep, acquisition or lease of real property, and operation of recreational programs, facilities, and related land acquisitions as the board of directors may determine to be in the best interest of the director and pursuant to its contract with the board of county commissioners.

(Ord. No. 85-28, § 4, 9-10-85; Ord. No. 00-58, § 2, 8-1-00; Ord. No. 05-88, § 2, 12-6-05)

Cross reference(s)—Libraries, ch. 78.

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**Chapter 114 SPECIAL DISTRICTS<sup>1</sup>****Sec. 114-215. Powers and duties of board of commissioners.**

- (a) The board of county commissioners shall have the power and authority to:
- (1) Establish, by resolution, reasonable rules and regulations for the operation of the program authorized by this article and funded pursuant to sections 114-216 and 114-217;
  - (2) Acquire by gift, lease or purchase such equipment and real property within the district as deemed necessary for the operation of programs authorized by this article and funded pursuant to sections 114-216 and 114-217;
  - (3) Employ such personnel as are deemed necessary to implement and operate programs authorized by this article and funded pursuant to sections 114-216 and 114-217;
  - (4) Make or enter into contracts with firms and individuals, natural or corporate, relating to any and all purposes of the district authorized by this article and funded pursuant to sections 114-216 and 114-217;
  - (5) Borrow money for the purposes of the district authorized by this article and funded pursuant to sections 114-216 and 114-217, not to exceed the total assessment roll certified pursuant to sections 114-216 and 114-217, and to pledge for the payment thereof collections on such roll and give tax anticipation notes, which shall be the sole security for such loans; provided, however, that in no event shall the funds derived from the tax provided in sections 114-216 and 114-217 be pledged or expended or otherwise committed other than for those purposes provided in such respective sections.
- (b) Except as provided in subsection (a)(5) of this section, the board of county commissioners shall not create indebtedness or incur obligations for any sum or amount which the board of county commissioners is unable to pay out of district funds authorized for such purposes and in its possession; provided, however, that this subsection should not be construed to prohibit the purchase of essential equipment and apparatus under rental-purchase or retain title contracts in which the equipment or apparatus, or tax anticipation certificates, constitute the sole security for the remaining balance due on the purchase price thereof.
- (c) The board of county commissioners shall require an annual report of the district's actions and an accounting of funds each year, and shall file such report as required by law.
- (d) The board of county commissioners shall require the preparation and submittal of separate annual budgets for funds derived pursuant to sections 114-216 and 114-217. No annual budget of the district shall be deemed final, and no expenditure shall be made pursuant thereto, unless and until approved by a majority vote of the board of county commissioners.

(Ord. No. 85-28, § 5, 9-10-85; Ord. No. 00-58, § 3, 8-1-00; Ord. No. 05-88, § 3, 12-6-05)

**Sec. 114-216. Ad valorem tax levy—Library.**

Within the limits fixed for municipal purposes as authorized by section 9(b), article VII of the state constitution, the board of county commissioners shall be authorized to levy ad valorem taxes not to exceed one-fourth mill within the district created by this article for the purpose of funding a public library facility and related land acquisitions which shall be used for library and other community services. Property taxes determined and levied under this section shall be certified to the county property appraiser and extended, assessed and collected in like manner as provided by law for regular property taxes for the county and municipalities located therein. The proceeds of the tax collected pursuant to this section shall be remitted by the county tax collector, less any fee authorized by law, to the board of county commissioners.

(Ord. No. 85-28, § 6, 9-10-85)

Editor's note(s)—The county has advised that the levy of the tax provided for in the above section was approved by the voters on Oct. 15, 1985.

**Sec. 114-217. Same—Recreation.**

Within the limits fixed for municipal purposes as authorized by section 9(b), article VII of the state constitution, the board of county commissioners shall be authorized to levy ad valorem taxes not to exceed one-

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**Chapter 114 SPECIAL DISTRICTS<sup>1</sup>**

fourth mill within the district created by this article for the purpose of funding recreational facilities, programs and related land acquisitions. Property taxes determined and levied under this section shall be certified to the county property appraiser and extended, assessed and collected in like manner as provided by law for regular property taxes for the county and municipalities located therein. The proceeds of the tax collected pursuant to this section shall be remitted by the county tax collector, less any fee authorized by law, to the board of county commissioners.

(Ord. No. 85-28, § 7, 9-10-85)

Editor's note(s)—The county has advised that the levy of the tax provided for in the above section was approved by the voters on Oct. 15, 1985.

**Sec. 114-218. Reserved.**

Editor's note(s)—Ord. No. 05-88, § 6, adopted Dec. 6, 2005, repealed § 114-218, which pertained to funding senior recreational facilities and derived from Ord. No. 00-58, § 4, adopted Aug. 1, 2000.

**Secs. 114-219—114-240. Reserved.****ARTICLE X. PINELLAS COUNTY UNINCORPORATED  
AREA MUNICIPAL SERVICE TAXING UNIT****Sec. 114-326. Ratification of unit.**

The establishment of a municipal service taxing unit under the name of Pinellas County Unincorporated Area Municipal Service Taxing Unit" (the "unit") pursuant to Resolution 75-351 of the board of county commissioners is hereby ratified and said unit shall continue to exist until dissolved by law.

(Ord. No. 01-78, § 1, 11-13-01)

**Sec. 114-327. Territory embraced.**

The unit embraces and shall continue to embrace all unincorporated lands and territory lying within Pinellas County and shall include all property not situated within an incorporated municipality.

(Ord. No. 01-78, § 2, 11-13-01)

**Sec. 114-328. Governing body.**

The board of county commissioners is and shall continue to be the governing body of the unit ("governing body").

(Ord. No. 01-78, § 3, 11-13-01)

**Sec. 114-329. Funding.**

The unit is and shall continue to be funded through the levy of an ad valorem tax millage not in excess of ten mills on the dollar of assessed value of all property within the unit without the necessity of a referendum, as provided in F.S. § 125.01, and through other revenues as appropriate.

(Ord. No. 01-78, § 4, 11-13-01)

**Sec. 114-330. Powers.**

- (a) The board of county commissioners shall have the power and authority to:
- (1) Establish by resolution, reasonable rules and regulations for the operation of programs authorized by this article and funded pursuant to this article;
  - (2) Acquire by gift, lease, or purchase such equipment and real property within said unit as deemed necessary for the operation of programs authorized by this article and funded pursuant to this article;

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**Chapter 114 SPECIAL DISTRICTS<sup>1</sup>**

- (3) Employ such personnel as are deemed necessary to implement and operate programs authorized by this article and funded pursuant to this article;
  - (4) Make or enter into contracts with firms and individuals, natural or corporate, relating to any and all purposes of the unit authorized by this article and funded pursuant to this article; and
  - (5) Borrow and spend money for the purposes of the unit, issue bonds, revenue certificates and other obligations of indebtedness, all as provided by law.
- (b) The board of county commissioners shall adopt an annual budget for the unit and shall have the power to provide municipal services, directly or by contract or service agreement, in the unincorporated area of the county, including but not limited to fire protection, law enforcement, beach erosion control, recreation service and facilities, water, streets, sidewalks, street lighting, garbage and trash collection and disposal, waste and sewage collection and disposal, drainage, transportation and other essential facilities and municipal services from charges and special assessments as well as ad valorem taxes and other revenues provided for above.
- (c) Except as provided in subsection (a)(5), the board of county commissioners shall not create indebtedness or incur obligations for any sum or amount which the board of county commissioners is unable to pay out of unit funds authorized for such purposes and in its possession; provided, however, that this subsection should not be construed to prohibit the purchase of essential equipment and apparatus under rental-purchase or retain title contracts in which the equipment or apparatus, or tax anticipation notes constitute the sole security for the remaining balance due on the purchase price thereof.

(Ord. No. 01-78, § 5, 11-13-01)

**Secs. 114-331—14-350. Reserved.****ARTICLE XII. EAST LAKE LIBRARY SERVICES DISTRICT****Sec. 114-386. Established.**

There is hereby established a municipal service taxing unit under the name of East Lake Library Services District ("district"). The district shall exist until dissolved by law.

(Ord. No. 13-11, § 1, 5-21-13)

**Sec. 114-387. Boundaries.**

All of the lands hereinafter described shall be incorporated into a municipal service taxing unit under the name of East Lake Library Services District. The land so incorporated shall include all of the unincorporated area of Pinellas County within the district that constitutes the East Lake Tarpon Special Fire Control District, as of the effective date of this ordinance [Ordinance No. 13-11]. In the event that the East Lake Tarpon Special Fire Control District ceases to exist, or has a change to its boundaries, after the effective date of this ordinance [Ordinance No. 13-11], such event shall have no effect on the boundaries of the East Lake Library Services District.

(Ord. No. 13-11, § 1, 5-21-13)

**Sec. 114-388. Limits.**

All of the unincorporated area of Pinellas County within the district shall cease to be part of the Pinellas County Library Services District established in section 78-2 of the Pinellas County Code effective upon the date that the ad valorem tax authorized by this ordinance [Ordinance No. 13-11] becomes effective as a lien upon the properties of the district.

(Ord. No. 13-11, § 1, 5-21-13)

[https://library.municode.com/fl/pinellas\\_county/codes/code\\_of\\_ordinances?nodeId=PTIIPICOCO\\_CH114SPDI](https://library.municode.com/fl/pinellas_county/codes/code_of_ordinances?nodeId=PTIIPICOCO_CH114SPDI)

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**Chapter 114 SPECIAL DISTRICTS<sup>1</sup>****Sec. 114-389. Governing body.**

The board of county commissioners shall be the governing board of the district.

(Ord. No. 13-11, § 1, 5-21-13)

**Sec. 114-390. Ad valorem tax levy.**

Within the limits fixed for municipal purposes as authorized by Section 9(b), Article VII, of the Florida Constitution, the board of county commissioners shall be authorized to levy ad valorem taxes not exceeding one-quarter mill within the district created by this article for the purposes of providing library services and facilities within the district, commencing with the 2013 tax levy.

(Ord. No. 13-11, § 1, 5-21-13)

**ARTICLE XIII. EAST LAKE RECREATION SERVICES DISTRICT****Sec. 114-391. [Established.]**

There is hereby established a municipal service taxing unit under the name of East Lake Recreation Services District ("district"). The district shall exist until dissolved by law.

(Ord. No. 14-30, § 1, 6-24-14)

**Sec. 114-392. [Boundaries.]**

All of the lands hereinafter described shall be incorporated into a municipal service taxing unit under the name of East Lake Recreation Services District. The land so incorporated shall include all of the unincorporated area of Pinellas County within the district that constitutes the East Lake Tarpon Special Fire Control District.

(Ord. No. 14-30, § 1, 6-24-14)

**Sec. 114-393. [Governing body.]**

The board of county commissioners shall be the governing board of the district.

(Ord. No. 14-30, § 1, 6-24-14)

**Sec. 114-394. [Ad valorem tax levy.]**

Within the limits fixed for municipal purposes as authorized by Section 9(b), Article VII, of the Florida Constitution, the board of county commissioners shall be authorized to levy ad valorem taxes not exceeding one-quarter mill within the district created by this article for the purposes of providing recreation services and facilities within the district.

(Ord. No. 14-30, § 1, 6-24-14)

**Secs. 114-395—114-399. Reserved.**

[https://library.municode.com/fl/pinellas\\_county/codes/code\\_of\\_ordinances?nodeId=PTIIPCOCO\\_CH114SPDI](https://library.municode.com/fl/pinellas_county/codes/code_of_ordinances?nodeId=PTIIPCOCO_CH114SPDI)



## **Advisory Boards & Committees – Standards of Conduct for Citizen Appointees**

**All citizens appointed by the Pinellas County Board of County Commissioners or an individual Commissioner to any County board, committee, council or authority must comply with these standards of conduct.**

Citizens appointed to a Pinellas County ("County") board, committee, council or authority (hereafter referred to as "Board" or "Boards") hold positions of public trust, and these mandatory standards of conduct are designed to maintain the integrity, impartiality and dignity of these institutions of government. All citizen appointees to, and members of, any Board to which they are appointed by the Board of County Commissioners will:

1. Comply with all local, state, and federal laws, rules, and regulations.
2. Regularly attend all scheduled meetings of the Board.
3. Prepare for and pay attention during each Board meeting and help foster a positive, collegial, respectful and productive environment at such meetings.
4. Maintain an attitude of courtesy and consideration toward other Members, citizens and staff during all discussions and deliberations. Avoid the use of abusive, threatening, or intimidating language or gestures, harassing behavior, or unwelcome conduct of a sexual nature, directed at other Members, citizens, or staff.
5. Allow other Members, County staff and, as appropriate within the prescribed rules or bylaws of the Board, citizens-sufficient opportunity to present their views.
6. Uphold the prestige of their office and avoid impropriety and the appearance of impropriety. Members will not convey the impression that they are able to unduly or inappropriately influence the outcome of a decision of the Board to which they are appointed, or the Board of County Commissioners.
7. Comply with Florida's Government in the Sunshine Law, Chapter 286, Florida Statutes, to the extent that it is applicable to the Board. Members will refrain from engaging in discussions (verbal, written, electronic, or other) with any other Member of the same Board about matters which would foreseeably come before the Board for discussion. In addition, if a Member of a Board that is subject to the Sunshine law receives a communication in any format (including, but not limited to, social media posts, private texts, and voice messages) from anyone about an item to be discussed before the Board, the Member will promptly forward the communication(s) to the assigned staff liaison to the Board so that it may be retained as a public record and shared with all other Members at a public meeting.

## **Advisory Boards & Committees – Standards of Conduct for Citizen Appointees (con't)**

8. Comply with annual financial disclosure requirements, if applicable to the Board to which they are appointed.
9. Not accept or solicit a gift, loan, payment, favor, service, promise of employment or business contract, meal, transportation or anything else of value, if such thing is given with the understanding that it will influence the official action of the Member. The same standard shall apply to a gift, loan, favor, etc. for the spouse, child, relative or business partner of the Member. Chapter 112, Florida Statutes, shall govern all determinations of violations under this paragraph.
10. Refrain from, during meetings or other activities of the Board, soliciting funds to support any person's campaign for election to local, state, or federal public office; seeking signatures on any petition provided for by election law; or distributing literature favoring or opposing a candidate, political position or political persuasion.
11. Discharge their duties and responsibilities on the Board without favor or prejudice toward any person or group, and refrain from participating in any proceeding in which their impartiality may reasonably be questioned. If a Member has a personal, employment or business relationship with a person or entity that is subject to a recommendation of the Board, Member must discuss the potential for the appearance of impartiality with the assigned staff liaison, who can as necessary raise the issue to the Pinellas County Attorney, designee, or liaison for guidance. The provisions of Chapter 112, Florida Statutes shall govern conflict of interest determinations.
12. Remain vigilant against deviations from Pinellas County Board of County Commission policies that are applicable to the Board to which they are appointed, as well as the by-laws, policies and mission statements (if applicable) of the Board. Concerns about such deviations should be brought to the attention of the assigned staff liaison.

**The Florida Code of Ethics shall determine any question relating to violations of Chapter 112, part III, Florida Statutes.**

2

Florida Sunshine Laws  
& Open Records Laws  
PHCSA Bylaws

PHCSA

# Bylaws



## BYLAWS (Revised August 2022)

### OF

### PALM HARBOR COMMUNITY SERVICES AGENCY, INC A NON-PROFIT CORPORATION

#### ARTICLE ONE - INTRODUCTION

1. **Definition of Bylaws.** These bylaws constitute the code of rules adopted by Palm Harbor Community Services Agency, Inc. for the regulation and management of its affairs.
2. **Purposes and Powers.** This corporation will have the purposes or powers as may be stated in its enacting legislation and Articles of Incorporation and such powers as are now or may be granted hereafter by law.
3. **Operating Authority.** The Board of Directors is the governing Board of Palm Harbor Community Services Agency, Inc. The Board has the power to administer and operate the business affairs of the District. The Board of Directors is authorized to adopt such rules and regulations as it may deem necessary regarding the transaction of its business. Nothing contained in these bylaws shall limit the legal authority of the Board of Directors. The Board of Directors recognize that these bylaws constitute local Board rules and shall not supersede applicable laws or regulations.

#### ARTICLE TWO - OFFICES

1. **Principal and Branch Offices.** The principal place of business of this corporation in Florida will be located at such place or places the Board of Directors may from time to time determine.
2. **Location of Registered Office.** The location of the registered office of this corporation shall be located in Pinellas County, Florida at such a place as may be fixed from time to time by the Board of Directors upon filing of such notices as may be required by law, and the registered office shall be located at Palm Harbor Library, Palm Harbor, Florida.

#### ARTICLE THREE - MEMBERSHIP

1. **Membership.** The corporation shall not have members.

# Bylaws



## ARTICLE FOUR – DIRECTORS

1. **Definition of Board of Directors.** The Board of Directors is that group of persons vested with the management of the business and affairs of this corporation subject to the law, the enacting legislation, the Articles of Incorporation, and these bylaws.
  
2. **Structure of the Board.** The Board of Directors of this corporation will constitute a single class, except that the Director from the Palm Harbor Friends of the Library, Inc., shall not be entitled to vote on matters pertaining to the appropriation and expenditure of funds relating to Palm Harbor Recreation, East Lake Recreation, or the East Lake Library and the Director from the Palm Harbor Recreation League, Inc., shall not be entitled to vote on matters pertaining to the appropriation and expenditure of funds pursuant to Palm Harbor Library, the East Lake Library or East Lake Recreation. The Director appointed by the East Lake Library shall not be entitled to vote on matters pertaining to the appropriation and expenditure of funds relating to the Palm Harbor Library, East Lake Recreation, or Palm Harbor Recreation. The Director appointed by the East Lake Youth Sports Association, Inc., shall not be entitled to vote on matters pertaining to the appropriation and expenditure of funds relating to Palm Harbor Library, East Lake Library, or Palm Harbor Recreation.
  
3. **Qualifications of Directors.** The qualifications for becoming and remaining a director of this corporation are as follows:
  - (a) Directors must be a qualified Pinellas County elector and reside in, Palm Harbor or East Lake.
  
  - (b)
    - (i) One (1) director must be officer or director of, and appointed by, the Palm Harbor Friends of the Library, Inc.
  
    - (ii) One (1) director must be officer or director of, and appointed by, the Palm Harbor Recreation League, Inc.
  
    - (iii) One (1) director must be officer or director of, and appointed by, the East Lake Youth Sports Association, Inc.
  
    - (iv) One (1) director must be officer or director of, and appointed by, the East Lake Community Library Advisory Board Inc.
  
    - (v) Four (4) directors must be appointed by the Board of Pinellas County Commissioners.
  
4. **Number of Directors.** The number of directors of this corporation will be eight (8) and shall be appointed as determined in the Articles of Incorporation and enacting legislation.

## Bylaws



### 5. **Terms of Directors.**

- (a) The directors constituting the board of directors as named in the enacting legislation will hold office for two (2) years from the date of their appointment. Each director will hold office for the term for which appointed and until a successor has been selected and qualified.
- (b) A director may serve no more than four (4) successive two-year (2) terms. A director who has served four (4) successive terms may be reappointed to the board of directors following a separation of service of no less than a complete two-year (2) term.
- (c) An interim appointment shall not be deemed a regular term of appointment and the unexpired term shall not be considered in calculating term limits.
- (d) A director may be removed from office only for cause in the manner prescribed in the Articles of Incorporation and these bylaws.

### 6. **Vacancies on the Board.** If any director ceases to reside anywhere within Palm Harbor and/or East Lake if applicable, resigns from office, or is removed for cause, his/her office shall be declared vacant, he/she shall be disqualified from further service of that term, and a new director shall be appointed as provided in the Articles of Incorporation to fill the unexpired term of office. Resignation of directors will become effective when a successor is appointed by the appointing agency.

### 7. **Place of Directors' Meetings.** Meetings of the Board of Directors, regular or special, will be held at the registered office of this corporation or at such other place or places the Board designates.

### 8. **Notice of Directors' Meetings.**

- (a) Notice stating the place, day and hour of any meeting of the Board of Directors shall be delivered not less than five (5) nor more than thirty (30) days before the meeting, either personally, electronic transmission, or by mail, by or at the direction of the Chairman of the Board, the Secretary, or other persons calling the meeting, to each director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address, as it appears in the records of this corporation, with postage thereon prepaid. Such notice need not specify the business to be transacted at or the purpose of the meeting.
- (b) Notice stating the place, day and hour of any regular meeting of the Board of Directors shall be published in a newspaper of general circulation in the District and/or posted by electronic signage or other appropriate method of notice at least seven (7) days prior to the meeting.

## Bylaws



- (c) Notwithstanding the provisions of subsection (a) or (b) above, the Chairman, or Vice-Chairman, may call an emergency meeting of the Board of Directors from time to time, and shall give such notice to the directors and the general public as is reasonable under the circumstances in the discretion of the officer calling the meeting. Any action taken at emergency meetings shall be ratified at the next regular meeting.
9. **Open Meeting Policy.** Meetings of the Board of Directors shall be held in accordance with the provisions of the Florida Open Government Laws (Florida Statute Sections § 286.011 and §119) and accordingly our open to the public. Correspondence between and among Board Members shall be carried out in accordance with the provision of the Florida Open Government Laws.
  10. **Rules of Meeting Procedure.** Except where inconsistent with applicable law or these bylaws, Robert's Rules of Order (latest revised edition) shall guide all proceedings of the Board.
  11. **Quorum of Directors.** A majority of the whole Board of Directors shall constitute a quorum for the transaction of business. The act of a majority of the directors, which are entitled to vote as provided in these bylaws, present at a meeting at which a quorum is present, shall be the act of the Board of Directors unless a greater number is required under the provisions of the Articles of Incorporation of this corporation.
  12. **Voting.** All Directors must vote on each issue, with the exception of Article Three Section 2, unless a conflict of interest exists under Florida Law. All voting shall be conducted by voice, a show of hands, or by signed ballot.
  13. **Rules of Decorum and Participation.** All individuals who attend in any Board meetings shall maintain appropriate decorum and shall be courteous and polite. The use of insulting, vulgar, profane, or inappropriate language shall not be tolerated. Any violations of the rules of decorum may result in the removal from the meeting.  
  
Each member of the public when speaking at a meeting shall state their name and address for the record at the beginning of their comments. Public comments shall be limited to three (3) minutes for an individual and ten (10) minutes if the individual is representing a group.
  14. **Rules of Conduct.** No Board Member shall interfere with the daily operations of the four entities of PHCSA. The Board as a whole may bring to the attention of the entity directors an area of daily operations in which the Board deems is not fit or proper.
  15. **Actions.** Board Members shall not represent their personal positions as those of the entire Board and may not make binding agreements with any individual or organization unless authorized by the Board to do so. Board Members may represent their personal opinions with any individual or organization provided they make such individual or organization aware of said representations. Board Members should only use their title

## Bylaws



when conducting official PHCSA business, for informational purposes, or as an indication of background and expertise.

16. **Compensation.** The Directors shall receive no compensation. However, they shall be entitled to reasonable per diem and travel expenses incurred in furtherance of authorized business of the District subject to the limitations provided in Fla. Stat. §112.061 and subject to approval by the Board of Directors.
17. **Board Indemnification.** PHCSA shall indemnify any PHCSA Director, Officer or former Director or Officer for expenses actually or reasonably incurred by him/her in connection with the defense of any action, suit or proceeding, civil or criminal, in which he/she is made a party by reason of being or having been a Director or Officer of PHCSA, except in relation to matters in which he/she was adjudged, in the action, suit, or proceeding, to be liable for negligence or misconduct in the performance of his/her PHCSA duties. All Directors, Officers and former Directors and Officers are subject to sovereign immunity, Fla. Stat. §768.28.

### ARTICLE FIVE - OFFICERS

1. **Roster of Officers.** The officers of this corporation will consist of the following Personnel:
  - (a) Chairman
  - (b) Vice-Chairman
  - (c) Secretary
  - (d) Treasurer
2. **Selection of Officers.** Each of the officers of this corporation will be elected and appointed annually by the Board of Directors on or about December 1, of each year. Each officer will remain in office until a successor to such office has been selected and qualified. Such election will take place at a regular meeting of the Board of Directors. The Chairman shall have been a member of the Board of Directors for at least one year prior to being elected Chairman.
3. **Multiple Office Holders.** In any election of officers, the Board of Directors may elect and appoint a single person to any two or more offices simultaneously, except that the offices of Chairman and Secretary must be held by separate individuals.
4. **Chairman.** The chairman shall be the chief executive officer of the corporation, shall have general and active management of the business and affairs of the corporation subject to the directions of the Board of Directors, and shall preside at all the meetings of the Board of Directors.



## Bylaws



4. **Vice-Chairman.** In the absence of the Chairman or in the event of his/her death, inability or refusal to act, the Vice-Chairman shall perform the duties of the Chairman and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice-Chairman shall perform such other duties as from time to time may be assigned to him/her by the Chairman or by the Board of Directors.
5. **Secretary.** The Secretary shall have custody of and maintain all of the corporate records except the financial records, shall be responsible for the recording of the minutes of all meetings of the Board of Directors, shall be responsible for the proper notice of all meetings, and perform such other duties as may be prescribed by the Board of Directors or the Chairman.
6. **Treasurer.** The Treasurer shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements, provide monthly reconciliation of all funds and render accounts thereof whenever required by the Board of Directors or the Chairman, and shall perform such other duties as may be prescribed by the Board of Directors or the Chairman.
7. **Removal of Officers.** Any officer elected or appointed by the board of Directors may be removed by the Board whenever in its judgment the best interests of the corporation will be served thereby. However, such removal will be without prejudice to any contract rights of the officer so removed.

### ARTICLE SIX – COMMITTEES/AUDIT COMMITTEE

1. **Definition of Committees.** This corporation may have certain committees, each of which will consist of two (2) or more directors. Such committees will have and exercise some prescribed authority of the Board of Directors in the management of this corporation. However, no such committee will have the authority of the Board in reference to affecting any of the following.
  - (a) Filling of vacancies in the Board
  - (b) Adoption, amendment, or repeal of bylaws
  - (c) Amendment or repeal of any resolution of Board
  - (d) Action on matters committed by bylaws or resolution of the Board
2. **Appointment of Committees.** The Board of Directors, by resolution duly adopted by a majority of the directors in office, will designate and appoint one or more committees and delegate to such committees specific and prescribed authority of the Board of Directors to exercise in the management of this corporation. However, the creation of such committees will not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on such director or otherwise prescribed by law.
3. **Functionary Committees.** In addition, the Board of Directors, by resolution, may designate and appoint certain functionary committees designed to transact certain ministerial business of the corporation or to advise the Board of Directors. Such committees will be chaired by an officer or director as designated by the Board, which

## Bylaws



chairman will proceed to select the remaining members of the committee up to the number set by the Board or terminate such memberships or appoint successors in such chairman's discretion. The board may terminate any such committee by resolution.

4. **Audit Committees.** The primary function of the Audit Committee ("Committee") is to assist Palm Harbor Services Agency Board of Directors in fulfilling its oversight responsibilities relating to the integrity of the Corporation's financial statements and budget, the independent auditor selection process, the performance of the Corporation's independent auditors, the independent auditor's qualifications and independence, and the Corporation's compliance with legal and regulatory requirements. In so doing, it is the responsibility of the Committee to maintain free and open communication among the Committee, independent auditors, and Corporation management, as well as the Board of Directors.

### **A. Membership**

The Committee will consist of no less than three, no more than five members, selected by members of the Board of Directors and appointed upon a majority vote of the Board and upon their "agreement to serve." Members of the Committee shall be annually appointed. Members of the Committee must also be considered "independent," in that they are not to accept any consulting, advisory, or other compensatory fee from the Board. All meetings are subject to the requirements of the Government in the Sunshine Law, Florida Statute §286, and the Public Records Act, Florida Statute §119.

Members of the Committee shall possess general accounting, business and financial knowledge, including the ability to read and understand fundamental financial statements. At least one member, preferably the Chair of the Committee, shall have accounting or financial expertise as defined by the Board. The Chair of the Committee shall preside over the Audit Committee meetings, and his/her designee shall serve in the Chair's absence.

### **B. Meetings**

The Committee shall be a permanent standing committee and shall hold at least (3) three meetings per fiscal year.

### **C. Duties and Responsibilities**

The following shall be the principal duties and responsibilities of the Committee. Review with management, the independent auditors their judgments about: the quality, not just the acceptability, of the Corporation's accounting principles; the consistency in the application of accounting policies; the reasonableness of significant judgments; the degree of aggressiveness or conservatism in applying accounting principles; and the clarity and completeness of the financial statements and related disclosures.

## Bylaws



- On an annual basis, review with the auditor: any significant difficulties encountered during the course of the audit, any restrictions on the scope of work or access to required information and any significant disagreements between management and the independent auditor in connection with the preparation of the financial statement.
- Inquire of management and the independent auditor about significant financial risks or exposures to the Corporation and assess the steps management has taken to mitigate such risks or exposures.
- Evaluate annually, the qualifications and performance of independent auditors. On an annual basis, assess the independence of the independent auditor and discuss any relationships disclosed that may impact auditor objectivity and independence.
- Resolve disagreements between management and the independent auditor regarding financial reporting.

### ARTICLE SEVEN - OPERATIONS

1. **Fiscal Year.** The fiscal year of this corporation will begin October 1<sup>st</sup> and end September 30<sup>th</sup> of each year.
2. **Execution of Documents.** Except as otherwise provided by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of this corporation shall be signed by a staff member and a Board Member. Contracts, leases, or other instruments executed in the name of and on the behalf of the corporation will be signed by the Chairman or designee.
3. **Books and Records.** This corporation will keep correct and complete books and records of account and will also keep minutes of the proceedings of its Board of Directors and committees. The corporation will keep at its registered office the original or a copy of its bylaws including amendments to date certified by the Secretary of the corporation.
4. **Inspection of Books and Records.** All books and records of this corporation may be inspected by any person in accordance with the requirements of and procedures established by Section 119.07, Florida Statutes.
5. **Non-profit Operations-Compensation.** This corporation will not have or issue shares of stock. No dividend will be paid, and no part of the income of this corporation will be distributed to its directors, or officers, and the corporation shall not pay compensation to officers or directors for services rendered, except that officers or directors may be reimbursed for expenses as provided by Florida law.

## Bylaws



6. **Loans to Management.** This corporation will make no loans to any of its directors or officers or to any of its key management or other personnel.
7. **Conveyance of Assets.**
  - (a) No incorporator of this corporation may have any vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of the corporation, or any right, interest, or privilege which may be transferable or inheritable, or which will continue while he or she is not in good standing.
  - (b) On dissolution, assets of this corporation remaining after the payment or discharge of all liabilities of the corporation; the return, transfer, or conveyances of assets held on conditions requiring the same; and the transfer or conveyance of assets received and held subject to limitations permitting their use only for District purposes shall be distributed as the Board of Directors shall determine as provided by law.
8. **Public Access.**
  - (a) The Agency Directors (Palm Harbor Library, East Lake Library, Palm Harbor Recreation and East Lake Recreation) or their designee are authorized to manage public access to enclosed PHCSA owned and controlled property. In the performance of such responsibilities, the Agency Directors or their designee shall have the authority to identify which areas are to be considered designated public forum, limited designated public forum, or nonpublic forum.
  - (b) The Agency Directors or their designee shall have the authority to develop and implement procedures to regulate and control public access within PHCSA owned and controlled property to provide for the security and privacy of public visitors; to provide for the security and privacy of PHCSA employees and officers; and to minimize potential disruptions to the work of PHCSA and its facilities. Any person who engages in conduct that causes disruptions to the work of PHCSA or its agencies shall be deemed to no longer be present within PHCSA owned or controlled property on legitimate public business.
  - (c) All PHCSA owned or controlled enclosed structures are hereby declared to be nonpublic forums unless or until a public meeting is convened in such areas pursuant to public notice. This prohibition does not prohibit members of the public from entering such enclosed structures for legitimate business purposes.
  - (d) Except when public meetings are being conducted pursuant to public notice, no recording by video and/or sound within PHCSA owned and controlled property, without consent of all persons whose voice or image is being recorded, is permitted. If anyone who is observed to be recording video and/or sound within PHCSA owned or controlled property, without the consent of all persons whose voice or

## Bylaws



image is being recorded, and such person refuses to cease activity after being advised that such activity is prohibited, such refusal shall be considered to be a disruption to the work of PHCSA or its agencies. Therefore, such persons shall be deemed to no longer be present within PHCSA owned or controlled property on legitimate business. The Agency Directors or their designee are hereby authorized on behalf of PHCSA to request any person who refuses to cease the unconsented video and/or sound recording to immediately leave the premises. Any person who refuses to cease the unconsented video and/or sound recording and refuses to immediately leave the premises following the request of the Agency Directors or their designee, shall be considered a trespasser. A trespass warning may be issued for their conduct.

### **ARTICLE EIGHT - AMENDMENTS**

1. **Amendment of Articles of Incorporation.** The power to alter, amend, or repeal the Articles of Incorporation of this corporation is vested in the Board of Directors. Such action must be taken pursuant to a resolution approved by a majority of the directors.
2. **Modification of Bylaws.** The power to alter, amend, or repeal these bylaws, or adopt new bylaws, insofar as is allowed by law, is vested in the Board of Directors.
3. **Founding Documents.** The Agency is responsible for the management of all library and recreation departments funds and hires the directors of the Palm Harbor Library, East Lake Community Library, East Lake Recreation, and CSA Palm Harbor.

*Florida Sunshine Laws & State Statute ( 2/11/2010 )*

# **Florida Sunshine Laws & State Statute**

*Information provided by*

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**Attorneys At Law**

*Florida Sunshine Laws & State Statute ( 2/11/2010 )*

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February 11, 2010

**PUBLIC RECORDS LAW**

I. What is a public record?

- A. Florida Statutes define public records as, "All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency."
- B. According to the Florida Supreme Court, all materials made or received by a public agency in connection with official business which are used to perpetuate, communicate or formalize knowledge, constitute public records.
- C. The term "public record" is no longer limited to traditional written documents. Therefore, computer records are public records.
- D. DRAFTS.

Any document circulated for review, comment, or information is a public record despite being marked "preliminary or working draft" or with some similar label.

- 1. When are notes or non-final drafts of agency proposals subject to Chapter 119, Florida Statutes?
  - a. There is no "unfinished business" exception to the public inspection and copying requirements of Chapter 119, Florida Statutes. If the

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purpose of a document prepared in connection with the official business of a public agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form or the ultimate product of an agency. Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc., 379 So.2d 633 (Fla. 1980).

- b. Accordingly, any agency document, however prepared, if circulated for review, comment or information, is a public record regardless of whether it is an official expression of policy or marked "preliminary" or "working draft" or similar label. Examples of such materials would include interoffice memoranda, preliminary drafts of agency rules or proposals which have been submitted for review to anyone within or outside the agency, and working drafts of reports which have been furnished to a supervisor for review or approval.
  - c. It is important to emphasize, however, that a non-final document need not be communicated to anyone in order to constitute public record. So called "personal" notes are public records if they are intended to perpetuate or formalize knowledge of some type. Stated another way, notes which are prepared for filing or otherwise intended as final evidence of knowledge obtained in the transaction of official business constitute public records. See, e.g., Florida Sugar Cane League v. Florida Department of Environmental Regulation, No. 91-4218 (Fla.2d Cir.Ct. June 5, 1992), stating that handwritten notes of agency staff, "utilized to communicate and formulate knowledge within [the agency], are public records subject to no exemption."
2. Material prepared as temporary drafts or notes (for example, dictation tapes to a secretary, rough drafts of documents, and hand-written notes taken during interview sessions) are not public records unless shared with another public employee.

NOTE: Once again, it is important to note that if a document is meant to perpetuate, communicate or formalize knowledge, it is a public record regardless of the fact it is not in final form. It is not necessarily the form of the document but what it was used for.

EXAMPLE: Interoffice memoranda would be public records even if they ultimately do not become part of the agency's final product, such as a report.

NOTE: Do not promise confidentiality to someone who submits something to you unless you are absolutely positive it is exempt from disclosure.



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3. Personal E-mails do not fall within the definition of public records subject to disclosure merely because they are placed within a government-owned computer system. See State v. City of Clearwater, 863 So.2d 149 (2003).

NOTE: E-mail messages made or received by agency employees in connection with official business are public records and subject to disclosure in the absence of an exemption.

- E. Employee passwords are not public records and are not subject to disclosure. See F.S.119.085 and Era v. Sainsbury, 504 So.2d 1315.
- F. PSTA's vendors, contractors, and private organizations are agents of PSTA when acting on behalf of any public agency and documents they create or possess are public records subject to inspection and copying under Chapter 119. See FS 119.011(2).
  1. Private organizations.
    - a. The term "agency" as used in the Public Records Act includes private entities "acting on behalf of any public agency." Section 119.011(2), Florida Statutes.

NOTE: The Florida Supreme Court has stated that this broad definition of "agency" ensures that a public agency cannot avoid disclosure under the Public Records Law by contractually delegating to a private entity that which would otherwise be an agency responsibility. News and Sun-Sentinel Company v. Schwab, Titty & Hanger Architectural Group, Inc., 596 So.2d 1029 (Fla.1992).

- b. Receipt of public funds by private entity not dispositive
  - 1) There is no single factor which is controlling on the question of when a private corporation becomes subject to the Public Records Law. For example, a private corporation does not act "on behalf of" a public agency merely by entering into a contract to provide professional services to the agency. News and Sun-Sentinel Company v. Schwab, Titty & Hanger Architectural Group, Inc., *supra*. Accord, Parsons & Whittemore, Inc. v. Metropolitan Dade County, 429 So.2d 343 (Fla. 3d DCA 1983).
  - 2) Similarly, the receipt of public funds, standing alone, is not dispositive of the organization's status for purposes of Chapter

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119, Florida Statutes. See, Sarasota Herald-Tribune Company v. Community Health Corporation, Inc., 582 So.2d 730 (Fla. 2d DCA 1991), in which the court noted that the mere provision of public funds to the private organization is not an important factor in this analysis, although the provision of a substantial share of the capitalization of the organization is important.

- 3) However, there is a difference between a party contracting with a public agency to provide services to the agency and a contracting party which provides services in place of the public body. News-Journal Corporation v. Memorial Hospital-West Volusia, Inc., 695 So.2d 418 (Fla. 5<sup>th</sup> DCA 1997), petition for review pending, Case No. 90, 835 (Fla. 1997). Stated another way, business records of entities which merely provide services for an agency to use (such as legal professional services, for example) are probably not subject to the open government laws. Id. Thus, a non-profit entity which operated a hospital under lease from a public hospital authority was subject to sunshine and public records requirements. Id. See also, Op.Att'y Gen. Fla 97-49 (1997) (records of hospital foundation leasing public hospital facilities subject to Chapter 119, Florida Statutes).

- c. A public agency cannot avoid disclosure of a public record by contractually delegating to a private entity that which would otherwise be an agency responsibility.

2. Advisory Boards:

a. Advisory Boards:

- 1) Are subject to Public Records Act if they "act on behalf of the public agency."
- 2) Public or private groups acting in an advisory capacity to a public board or commission may be covered.

EXAMPLES: i) personnel screening committee;  
 ii) private engineering firm performing services for a city as the city engineer

Hypothetical: Can you send your public records to a "private" group, consultant, etc., and thus shield them from the Public Records Act?

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Most likely not, especially if demand is made on the proper City custodian.

NOTE: Merely by contracting with a local government does not automatically subject a corporation or group to the Public Records Act (they must perform an essentially governmental function or participate in decision-making process).

EXAMPLE: Private corporation raises/disburses only private funds with no delegation of governmental responsibilities or functions is probably not subject to Public Records Act.

NOTE: May be opposite result if public funds are expended by "private" group.

G. Financial Records.

1. Bids - Section 119.07(3)(m), Florida Statutes, provides an exemption for "sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals" until such time as the agency provides notice of a decision or intended decision pursuant to section 120.57(3)(a), Florida Statutes, or within 10 days after bid or proposal opening, whichever is earlier.
2. Budgets - Budgets and working papers used to prepare them are normally subject to inspection. City of Gainesville v. State ex. rel. International Association of Fire Fighters Local No. 2157, 298 So.2d 478 (Fla. 1<sup>st</sup> DCA 1974); Warden v. Bennett, 340 So.2d 977 (Fla. 2d DCA 1976).
3. Local government audits - The audit report of an internal auditor prepared for or on behalf of a unit of local government becomes a public record when the audit becomes final. Section 119.07(3)(y), Florida Statutes. The audit becomes final when the audit report is presented to the unit of local government; until the audit becomes final, the audit work papers and notes related to such audit report are confidential. Id.
4. Personal financial records - In the absence of statutory exemption, financial information prepared or received by an agency is usually subject to disclosure. See Wallace v. Gusman, 687 So.2d 1351 (Fla. 3d DCA 1997) (personal income tax returns and financial statements submitted by county housing finance authority members as part of an application to organize a bank are subject to disclosure).
5. Security interests - Records regarding ownership of, or security interests in, registered public obligations are not open to inspection. Section 279.11, Florida Statutes.

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6. Telephone bills - Records of telephone calls made from agency telephones are subject to disclosure in the absence of statutory exemption. See, Crespo v. Florida Entertainment Direct Support Organization, No. 94-4674 9Fla. 11<sup>th</sup> Cir. Ct. April 10, 1995) (telephone bills for calls made by agency official open to public inspection). Accord, Gillum v. Times Publishing Company, No. 91-2689-CA (Fla. 6<sup>th</sup> cir. Ct. July 10, 1991); Inf. Op. to David S. Messer, February 7, 1994.

## H. Personnel Records

1. Personnel records open to inspection unless exempted by law

The general rule with regard to personnel records is the same as for other public records; unless the Legislature has expressly exempted an agency's personnel records from disclosure or authorized the agency to adopt rules limiting access to such records, personnel records are subject to public inspection under section 119.07(1), Florida Statutes. Michel v. Douglas, 464 So.2d 545 (Fla. 1985).

The courts have rejected claims that constitutional privacy interests operate to shield agency personnel records from disclosure. See Michel v. Douglas, *supra*, holding that the state constitution "does not provide a right of privacy in public records" and that a state or federal right of disclosural privacy does not exist.

An agency is not authorized to unilaterally impose special conditions for the inspection of personnel records. An automatic delay in the production of such records is invalid. Tribune Company v. Cannella, 458 So.2d 1075 (Fla. 1984), appeal dismissed sub nom., DePerte v. Tribune Company, 105 S.Ct. 2315 (1985) (automatic 48 hour delay unauthorized by Chapter 119, Florida Statutes).

- a. Presence of employee - In the absence of express legislative authority, the inspection of personnel records may not be delayed in order to allow the employee to be notified or present during the inspection of his records. Tribune Company v. Cannella, *supra* at 1078.
- b. Separate Files - Absent a statutory exemption for such records, a city may not agree to remove counseling slips and written reprimands from an employee's personnel file and maintain such documents in a separate disciplinary file. Op.Att'y Gen. Fla. 94-54 (1994). Similarly, an agency is not authorized to "seal" disciplinary notices and thereby remove such notices from disclosure under the Public Records Law. Op. Att'y Gen. Fla. 94-75 (1994). Cf., section 69.081(8), Florida

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Statutes, providing that any portion of an agreement or contract which has the purpose or effect of concealing information relating to the settlement or resolution of a claim against the state or its subdivisions is “void, contrary to public policy, and may not be enforced.”

I. Copyrighted Material

A. Copyrights held by agencies

1. The attorney general’s office has advised that in the absence of statutory authorization, a public official is not empowered to obtain a copyright from material produced by his or her office in connection with the transaction of official business.
2. However, agencies may hold copyrights for data processing software created by the agency.

B. Copyrighted material obtained by agencies

1. The federal copyright law vests in the owner of a copyright, subject to certain limitations, the exclusive right to do or to authorize, among other things, the reproduction of the copyrighted work and the distribution of the copyrighted work to the public by sale or other transfer of ownership.
2. However, that does not preclude the material from constituting a public record.

II. Exemptions: The Legislature has provided numerous exemptions from the requirement inspection and copying under Chapter 119.

III. NOTE: If a doubt exists as to the applicability of an exemption, the courts will resolve the issue in favor of disclosure.

A. Statutory Exemptions:

- I. Questions and answers for license, certification or employment examinations;
2. Active criminal intelligence and investigation information;
  - a. Must be related to an “ongoing” investigation

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- b. No time limits (other than applicable statute of limitations)
  - c. Agency must have a good faith and reasonable anticipation of securing an arrest, prosecution or detection of criminal activities.
3. Collective Bargaining Records: Work product developed in preparation for and during negotiations

NOTE: Collective Bargaining. A collective bargaining agreement between a public employer and its employees may not validly make the personnel records of public employees confidential or exempt the same from the Public Records Law. Ops Att'y Gen. Fla. 98-01 (1998) and 77-48 (1977).

Section 447.605(3), Florida Statutes provides:

All work products developed by the public employer in preparation for negotiations, and during negotiations, shall be confidential and exempt from the provisions of s. 119.07(1), Florida Statutes.

The above exemption is limited and does not remove budgetary or fiscal information from the purview of Chapter 119, Florida Statutes. See, Warden v. Bennett, 340 So.2d 977 (Fla. 2d DCA 1976), ordering working papers used in preparing a college budget produced for inspection by a labor organizer.

- 4. Ride sharing participants;
- 5. Sealed bids or proposals until resolution of bid/proposal protest or within 10 days after opening, whichever is earlier.
- 6. Discrimination complaints made to local government until a finding of probable cause is made or the complaint becomes inactive or part of a judicial proceeding;
- 7. "Whistle Blower" complaints and investigations are not subject to public disclosure when sent to statutorily designated officials and when the complaint alleges a violation of federal, state or local law, rule or regulation, by an employee of a state agency or an agent thereof, creating and presenting a substantial and specific danger to the public's health, safety or welfare. This exemption also applies when the employee or agent of an agency has committed an act of gross mismanagement, waste of public funds or gross neglect of duty.
- 8. Software exemptions:

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- a. Agencies are authorized to hold and enforce copyrights for data processing software created by the agency. See FS 119.084(2).
  - b. "Sensitive" software produced by an agency is not subject to public disclosure. "Sensitive" means those portions of data processing software, including the specifications and documentation, which are used to collect, process, store and retrieve information which is exempt from public inspection or which are used to collect, process, store and retrieve financial information such as payroll and accounting records. See FS 119.07(3)(o) and AGO 90-04.
  - c. Trade Secret exemption: The legislature has created an exemption for data processing software which has been obtained by an agency under a license agreement prohibiting its disclosure.
9. Public records prepared by, or at the request of a Government attorney, (including an attorney retained by the government) which reflects the attorney's or government's litigation strategy or legal theory.
- a. This exemption applies only to the end of the legal proceedings.
  - b. The Public Records Act does apply to communications between attorneys and governmental agencies.
  - c. Litigation records.
    - 1) Attorney-client communications subject to Chapter 119, Florida Statutes. The Public Records Law applies to communications between attorneys and government agencies; there is no judicially created privilege which exempts these documents from disclosure. *Wait v. Florida Power & Light Company*, 372 So.2d 420 (Fla. 1979) (only the Legislature and not the judiciary can exempt attorney-client communications from Chapter 119, Florida Statutes.)

Moreover, public disclosure of these documents does not violate the public agency's constitutional rights of due process, effective assistance of counsel, freedom of speech, or the Supreme Court's exclusive jurisdiction over the Florida Bar. *City of North Miami v. Miami Herald Publishing Company*, 468 So.2d 218 (Fla. 1985).

    - 2) Limited work product exemption



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- i) Scope of exemption - With the enactment of section 119.07(3)(1), Florida Statutes, the Legislature has created a narrow exemption for certain litigation work product of agency attorneys. This statute provides that records prepared by, or at the express direction of, an agency's attorney which reflect a mental impression, conclusion, litigation strategy or legal theory of the attorney or agency and which were prepared exclusively for civil or criminal litigation or adversarial administrative proceedings, or in anticipation of imminent litigation or proceedings, are exempt from disclosure under section 119.07(1), Florida Statutes, until the conclusion of the litigation or proceedings.
- ii) It is important to note that section 119.07(3)(1), Florida Statutes, does not create a blanket exception to the Public Records Law for all attorney work product. The exemption is narrower than the work product privilege recognized by the courts for private litigants. Cf., Hickman v. Taylor, 329 U.S. 495 (1947); Atlantic Coast Line R. Co. v. Allen, 40 So.2d 115 (Fla. 1949).
- iii) Only those records which reflect "a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the agency" are exempt from disclosure until the conclusion of the proceedings. City of Orlando v. Desjardins, 493 So.2d 1027, 1028 (Fla. 1986). Records prepared for other purposes may not be converted into exempt material simply because they are also used in litigation.
  - a) Attorney bills and payments - In order to qualify for the work product exemption, the records must have been prepared by the agency attorney or at his or her express direction for or in anticipation of litigation or adversarial administrative proceedings; records prepared for other purposes may not be converted into exempt material simply because they are also used in litigation. Thus, an agency which improperly "blocked out" most notations on invoices prepared in connection with services rendered by and fees paid to attorneys



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representing the agency, “improperly withheld” nonexempt material when it failed to limit its redactions to those items “genuinely reflecting its ‘mental impression, conclusion, litigation strategy, or legal theory.’” Smith & Williams, P.A. v. West Coast Regional Water Supply Authority, 40 So.2d 216 (Fla.2d DCA 1994).

- b) The Attorney General has concluded that a contract between a county and a private law firm for legal counsel and documentation for invoices submitted by such firm to the county does not fall within the work product exemption. AGO 85-89.
- c) Investigations and settlements - Only those records which are prepared by or at the express direction of the agency attorney and reflect “a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the agency” are exempt from disclosure until the conclusion of the proceedings. (e.s.) See, City of Orlando v. Dejardins, 493 So.2d 1027, 1028 (Fla.1986); and Jordan v. School Board of Broward County, 531 So.2d 976 (Fla.4th DCA 1988).
- d) Thus, the exemption does not apply to tapes, witness statements and interview notes taken by police as part of an investigation of a drowning accident at a city summer camp. Sun-Sentinel Company v. City of Hallandale, No. 95-13528(05) (Fla. 17<sup>th</sup> cir. Ct. October 11, 1995). The court, in the Sun-Sentinel case, also stated that the section 768.28[15][b], Florida Statutes, exemption for risk management files did not apply. See also, AGO 91-75 (1991) (Section 119.07[3][1] exemption not applicable to documents generated or received by school district investigators, acting at the direction of the school board to conduct an investigation of certain school district departments).

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NOTE: In Florida Sugar Cane League, Inc. v. Department of Environmental Regulation, No. 91-2108 (Fla. 2d Cir. Ct. Sept. 20, 1991), affirmed, 606 So.2d 1267 (Fla. 1<sup>st</sup> DCA 1992), the court held that draft settlement agreements furnished to a state agency by a federal agency were public records despite the department's agreement with the federal agency to keep such documents confidential. And see, Tribune Company v. Hardee Memorial Hospital, No. CA-91-370 (Fla. 10<sup>th</sup> Cir.Ct. Aug. 19, 1991) (settlement agreement not exempt as attorney work product even though another related case was pending, and agency attorneys feared disclosure of their assessment of the merits of the case and their litigation strategy). Compare, section 768.28(15), Florida Statutes, providing an exemption from disclosure for certain risk management records until the termination of the litigation and settlement of all claims arising out of the same incident. And see AGO. 85-102 (1985) (Section 624.311, Florida Statutes, exempts correspondence regarding insurance claims negotiations between a state agency or political subdivision's retained counsel and its insurance carriers from the requirements of Chapter 119, Florida Statutes, until termination of litigation and settlement of claims arising out of the same incident); and section 240.213(4), Florida Statutes (claim files of self-insurance program adopted by Board of Regents are exempt).

- e) Termination of exemption - The exemption from disclosure provided by section 119.07(03)(1), Florida Statutes, is temporary and applies during the pendency of the particular litigation for which the document was created. City of North Miami v. Miami Herald Publishing Co., supra; Seminole County v. Wood, 512 So.2d 1000 (Fla. 5<sup>th</sup> DCA 1987), review denied, 520 So.2d 586 (Fla. 1988).

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EXAMPLE: For example, if the state settles a claim against one company accused of conspiracy to fix prices, the state has concluded the litigation against that company. Thus, the records prepared in anticipation of litigation against that company are no longer exempt from disclosure even though the state has commenced litigation against the alleged co-conspirator. *State v. Coca-Cola Bottling Company of Miami, Inc.*, 582 So.2d 1 (Fla. 4<sup>th</sup> DCA 1990).

- f) Attorney notes - The Florida Supreme Court has also recognized that “not all trial preparation materials are public records.” *State v. Kokal*, 562 So.2d 324, 327 (Fla. 1990). In *Kokal*, the Court approved the decision of the Fifth District in *Orange County v. Florida Land Co.*, 450 So.2d 341, 344 (Fla. 5<sup>th</sup> DCA), review denied, 458 So.2d 273 (Fla. 1984), which described certain documents as not within the term ‘public records.’

NOTE: It should be emphasized that the materials determined in *Kokal* to be outside the term “public records,” were “merely notes from the attorneys to themselves designed for their own personal use.” (e.s.). These personal and uncirculated preliminary attorney notes did not constitute “public records”, and, therefore, were not subject to disclosure under the Public Records Act. Accord, *Roberts v. Butterworth*, 668 So.2d 580 (Fla. 1996); *Atkins v. State*, 663 So.2d 624 (Fla. 1995) (notes of state attorney’s investigations and annotated photocopies of decisional case law are not public records).

- g) By contrast, documents prepared to communicate, perpetuate, or formalize knowledge are public records and subject to disclosure in the absence of statutory exemption. See, *Coleman v. Austin*, 521 So.2d 247, 248 (Fla. 1<sup>st</sup> DCA 1988), stating that “although notes from attorneys to themselves might not be public records when intended for their own

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personal use, inter-office and intra-office memoranda may constitute public records even though encompassing trial preparation materials.”

10. Risk Management Information.
  - a. Claim files maintained by a risk management program are confidential and exempt until termination of all litigation and settlement of all claims arising out of the same incident.
  - b. Portions of meetings and proceedings conducted pursuant to a risk management program relating solely to the evaluation of claims or offers of compromise of claims are exempt. This includes minutes of such meetings until termination of litigation.
11. Security information. Risk analysis information relative to security threats to data and information technology resources of an agency are confidential and exempt. Section 282.318(2)(a)2., Florida Statutes. Internal policies and procedures to assure the security of the data and information technology resources which, if disclosed could facilitate the unauthorized modification, disclosure, or destruction of data or information technology resources are confidential and exempt. Section 282.318(2)(a)3., Florida Statutes. Results of periodic internal audits and evaluations of the security program for an agency's data and information technology resources are confidential and exempt except that the information shall be available to the Auditor General for his or her postauditing duties. Section 282.318(2)(a)5., Florida Statutes.
12. Complaints.
  - a. Where an alleged victim chooses not to file a complaint and requests that records of the complaint remain confidential, all records relating to an allegation of employment discrimination are confidential and exempt.
  - b. Complaints and other records in the custody of a unit of local government which relate to a complaint of discrimination are exempt until a finding is made relating to probable cause, the investigation becomes inactive, or the complaint or other record is made a part of the official record of any hearing or court proceeding.
13. Employee Assistance Program

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- a. An employee's personal identifying information contained in records held by the employing agency relating to that employee's participation in an employee assistance program is confidential and exempt from disclosure.

14. Medical Information

- a. Medical information pertaining to a perspective, current or former officer or employee of an agency which, if disclosed, would identify that officer or employee, is confidential and exempt.

NOTE: Such information may be disclosed if the person or the person's legal representative provides written permission or pursuant to court order.

- b. Every employer who provides or administers health insurance benefits or life insurance benefits to its employees, shall maintain the confidentiality of information relating to a medical condition or status of any person covered by such insurance benefits.
- c. All medical records and medical claims records of current or former governmental employees and eligible dependents enrolled in a governmental group insurance plan are confidential and exempt.

15. Retiree names and addresses.

- a. The names and addresses of retirees are confidential and exempt.
- b. No state or local governmental agency may provide the names or addresses of such persons in aggregate, compiled or list form except to public agencies engaged in official business, to collective bargaining agents, or to retiree organizations for official business use.

16. Ride Sharing Information.

- a. Any information provided to a state or local government agency for the purpose of former ride sharing arrangements which reveal the identity of an individual who has provided his or her name for ride sharing is exempt.

17. Social Security Numbers.

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- a. Social Security Numbers held by an agency or its agents, employees, or contractors are confidential and exempt from disclosure requirements and may be released only as provided in the exemption.
- b. Disclosure to another governmental agency is authorized if disclosure is necessary to the performance of the agency's duties and responsibilities.
- c. Upon verified request, a commercial entity engaged in a commercial activity as defined in section 14.203, Fla. Stats. is allowed access for a "legitimate business purpose" as defined in the exemptions.

NOTE: This provision does not authorize release to a private company that intends to enter the social security numbers into a computer data base and sell access to the data base to other entities and individuals.

18. Hospital and medical records.

- a. Exemptions exist for communicable or infectious disease reports under 381.003(4), Fla. Stats.

NOTE: There are strict confidentiality requirements for test results for HIV infection.

- b. Emergency medical services.
  - i) With limited exceptions, records of emergency calls which contain patient examination are confidential and exempt.
  - ii) Reports to the Dept. of Health from service providers that cover statistical data are public, except that the names of patients and other patient identifying information contained in such report are confidential and exempt.

B. Procedural Issues:

- 1. Local government claiming an exemption from disclosure bears the burden of proof that it has the right to the exemption.
- 2. If the records custodian claims an exemption, the custodian must state the basis of the exemption (including statutory citation) and, if requested, must give a



Palm Harbor Community  
Services Agency, Inc.

# **LEASE AGREEMENTS**



**Administrative Services**

Facilities &amp; Real Property

March 15, 2022

Mr. Gene Coppola  
2330 Nebraska Avenue  
Palm Harbor, Florida 34683

Dear Mr. Coppola,

Pinellas County ("County") and the Palm Harbor Community Services Agency, Inc., ("Lessee") currently have two leases in place for the Palm Harbor and East Lake Library locations. In both leases, Section 3. USE states the following: "The Parties hereto agree and LESSEE further covenants that during the continuance of the Lease, the Premises shall be used and occupied as a library and for no other purpose or purposes, without the written consent of the COUNTY."

This letter shall serve as written consent by the County for Lessee to utilize the Premises for the remainder of the Lease term for the following uses, events, or activities (hereinafter collectively referred to as "Events"):

- support and promotion of the arts;
- County activities;
- the Library's partnerships with businesses, non-profit organizations, assisted living facilities and schools (public or private);
- job search assistance and recruitment;
- veteran services;
- healthcare services;
- tax services;
- passport services;
- non-partisan voter education and registration activities; and
- non-partisan political issues.

For and in consideration of Pinellas County's consent to allow the Premises to be utilized for the Events, the receipt and sufficiency of which is hereby acknowledged, Lessee agrees to indemnify, pay the cost of defense, including attorney's fees, and hold the County, its officer, employees and agents from all damages, suits, actions or claims and reasonably attorney's fees, to include appellate fees, incurred by the County, brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the use of the Premises for the Events.

1 of 1

509 East Avenue  
Clearwater, FL 33756  
Phone (727) 464-3496  
Fax (727) 464-3374  
V/TDD (727) 464-4062  
[www.pinellascounty.org](http://www.pinellascounty.org)





**Administrative Services**

Facilities & Real Property

Please refer to this letter as the formal written approval and consent for the Events. The County required insurance coverages have been reviewed and met.

This letter shall not serve as a waiver or permit for activities prohibited in / on all County-owned or County-occupied buildings or land under the provisions of Federal, State, or local laws, rules, regulations, or ordinances.

Joe Lauro Dir Admin Svs 3/16/2022  
Reviewed and approved by:

Joe Lauro, Director  
Administrative Services Department

Gene Coppola 3/16/22  
Reviewed and approved by:

Gene Coppola, Library Director  
Palm Harbor Library

02/18/2007 09:48

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**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made this 8 day of June, 1999, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the "County", which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and PALM HARBOR COMMUNITY SERVICES AGENCY, INC. hereinafter referred to as the "TENANT."

**WITNESSETH:**

1. **PREMISES:** In consideration of the rent hereinafter agreed to be paid by the TENANT to the COUNTY, and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, the COUNTY does hereby lease and let unto the TENANT, and the TENANT does hereby hire from the COUNTY, those certain Premises located at 4125 East Lake Road, Palm Harbor, Florida 34684 that includes a 4,500 square foot Building.

See **EXHIBIT "A"** attached hereto and made a part hereof.

COUNTY reserves the right to use a portion of the property at a later date to be defined in an amendment to this Lease.

2. **TERM AND RENTAL:** This Lease shall be for a term of twenty years. The "Commencement Date" shall be the date that the Certificate of Occupancy is issued. The rental for the term shall be ONE (\$1.00) DOLLAR per year receipt of which is hereby acknowledged.

This Lease shall stand renewed for four (4) successive automatic five year terms unless COUNTY shall, not less than three hundred sixty (360) days prior to the end of the initial twenty (20) year term hereof, or not less than three hundred sixty (360) days prior to the end of any renewal term, by written notice to the TENANT, terminate the same. TENANT shall not less than

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ninety (90) days prior to the end of the initial twenty (20) year term hereof, or not less than ninety (90) days prior to the end of any renewal term, by written notice to the COUNTY, terminate the same.

3. **USE:** It is understood and agreed between the parties hereto and TENANT covenants that said Premises during the continuance of the Lease shall be used and occupied for a library and referred to as the East Lake Community Library and for no other purpose or purposes, without the written consent of the COUNTY, and the TENANT agrees to cause the leased Premises to be operated for such use during the entire term of this Lease, unless prevented from doing so by causes beyond TENANT'S control, and to conduct its business at all times in a reputable manner. This Lease is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances. TENANT shall not make or permit any offensive or unlawful use of said Premises. All rights of TENANT hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

4. **TAXES:** In the event that any ad valorem, rental, sales or similar taxes are levied upon the leased Premises due to the existence of this Lease, then TENANT shall pay all such taxes so imposed.

5. **UTILITIES:** TENANT agrees to promptly pay all charges for gas and electricity supplied the Premises, whether determined by meter or otherwise. COUNTY shall not be liable in any manner for damages to TENANT'S business and/or inventory, or for any other claim by TENANT, resulting from any interruption in utility services. The TENANT will also pay for all water consumption, sewer charges, trash collection, and telecommunication service.

6. **MAINTENANCE AND SERVICES:** The maintenance and repairs of the Premises shall be the sole responsibility of the TENANT. The TENANT shall maintain the Building, grounds including the parking areas, and other areas within the leased Premises in good repair and in a clean, neat, orderly, and sanitary condition.

In the event COUNTY pays any monies required to be paid by TENANT hereunder, COUNTY shall demand repayment of same from TENANT and TENANT shall make such payment within thirty (30) days of receipt of said demand. TENANT'S failure to timely reimburse shall be deemed a breach of the Lease.

7. **INSURANCE:** TENANT shall procure, pay for and maintain during the term

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of the Lease insurance as required herein:

A. Comprehensive General Liability including, but not limited to, independent contractor, contractual, Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this Lease, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$300,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined single limits of not less than \$300,000, each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis. Fire Legal Liability shall be included to limits of \$250,000. This insurance may be provided through one (1) primary policy, or through use of a primary and an excess umbrella in follow form to reach the total required limits.

B. Workers' Compensation in at least the limits required by Florida law, and Employers' Liability, where applicable, of not less than \$100,000.

C. Fire and Extended Coverage of at least one hundred percent (100%) of the current replacement dollar value of all buildings, fixtures and improvements of TENANT.

Proceeds from any such insurance shall be paid directly to the insureds. Said proceeds shall be received and disbursed solely to pay for the repair or replacement of any damage or loss to the buildings, fixtures, or improvements, or to any partially constructed building, improvement or other facility. The improvements, buildings, and other facilities shall be revalued by the insurance carrier each year during the term hereof, and the amount of insurance coverage adjusted accordingly within thirty (30) days thereafter.

The TENANT will purchase a "no-co insurance" form or insures for the full value of the building.

D. A Certificate of Insurance shall be filed within five (5) days from the Commencement Date to the Real Estate Management Division, 201 Rogers St., Clearwater, Florida 33756 and every year thereafter. TENANT shall notify the COUNTY within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of TENANT. Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured, except for Workers' Compensation. The policy

clause 008 3 range 11 ~~the insurance coverage currently held by County~~ to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Other insurance-The Companies shall not be liable if, at the time of loss or damage there is any other insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted.

8. LIABILITY OF COUNTY: All property of any kind that may be on the Premises during the continuance of the Lease shall be at the sole risk of TENANT, and COUNTY shall not be liable to TENANT or any other person for any injury, loss, or damage to property or to any person on said Premises.

9. ASSIGNMENT AND SUBLETTING: The TENANT further agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of the COUNTY, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of COUNTY. Consent by the COUNTY to one or more assignments of this Lease or to one or more sublettings of said Premises shall not operate as a waiver of COUNTY's rights under this section.

10. ALTERATIONS, MECHANIC'S LIENS:

A. TENANT will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment, without the prior written consent of COUNTY. TENANT shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the leased Premises undertaken by TENANT. All such additions, improvements and fixtures, except movable office furniture, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease.

B. TENANT shall promptly pay for all charges for labor, services and materials used in connection with any improvements or repairs to the leased Premises undertaken by TENANT. Any mechanics liens against the Premises, TENANT's leasehold, or the land and building arising out of work performed by or for TENANT are hereby expressly prohibited and in

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the event of the filing of any Claim of Lien, TENANT shall promptly satisfy same or transfer it to a bond; and TENANT shall in any event protect COUNTY's interest in underlying real estate and shall hold COUNTY harmless against any such claims.

11. **COVENANT AGAINST LIENS:** TENANT shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with TENANT with respect to the Premises or any part thereof, are hereby charged with notice that they must look to TENANT to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease.

12. **POSSESSION:** TENANT shall be granted possession of the Premises immediately upon the "Commencement Date" of this Lease after the Certificate of Insurance has been received by Real Estate Management and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all parties.

13. **INDEMNIFICATION:** TENANT covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by TENANT, its officers, employees, agents, contractors, or subcontractors during the performance of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject including COUNTY's costs and attorneys fees incurred in defending such claims, except that neither TENANT nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees.

14. **CONDEMNATION:** If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were

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~~leased, then, from that day the TENANT shall have the right either to terminate this Lease and~~  
 declare the same null and void or to continue in the possession of the remainder of the same under  
 the terms herein provided, except that the base rent shall be reduced in proportion to the amount of  
 the Premises taken. If the TENANT shall fail to terminate this Lease as aforesaid within thirty (30)  
 days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel,  
 whereupon this Lease shall continue for the then balance of the term. If TENANT exercises its  
 right to cancel, all advance rent paid by the TENANT shall be adjusted to the date of said taking.  
 If TENANT fails to exercise its right to cancel, TENANT shall, at its own cost and expense, make  
 the repairs made necessary to said partial taking.

The parties agree that TENANT shall receive notice of the commencement of  
 condemnation proceedings within ten (10) days of COUNTY's notice of their initiation if  
 commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY.

15. **DESTRUCTION OF PREMISES:** If the Premises shall, without fault of  
 TENANT, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become  
 wholly or partially untenable, TENANT may, by written notice delivered to COUNTY within  
 thirty (30) days after such destruction or damage, elect to rebuild or repair. In such event, this  
 Lease shall remain in force, and TENANT shall rebuild or repair the Premises within a reasonable  
 time after such election, putting the Premises in as good condition as they were at the time  
 immediately prior to the destruction or damage. If TENANT elects not to restore or rebuild,  
 COUNTY may have the option to do so. If neither party so elects, this Lease shall terminate  
 effective the date of said destruction. ~~If neither party desires to rebuild, TENANT will remove~~  
 rubble.

16. **DEFAULT:** If the TENANT should fail to keep and perform any of the  
 terms, covenants, conditions or provisions in this Lease contained to be kept and performed by the  
 TENANT, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the  
 default, COUNTY shall notify TENANT of the default and its demand to cure the default. Upon  
 receipt of notice, TENANT shall have fifteen (15) days from the date of receipt, to cure said  
 default, or to commence or take such steps as are necessary to cure such default, which once  
 commenced the TENANT agrees and shall pursue continuously until the default is finally cured.  
~~Upon TENANT'S failure to either cure said default or to take steps that are necessary to cure said~~

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~~default, it may be lawful for the COUNTY~~ to declare said ~~term ended and to~~ re-enter upon the Premises and to retake possession of the said leased Premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The TENANT covenants and agrees that upon termination of the said term, at such election of the COUNTY, or in any other way, it, the TENANT, will surrender and deliver up said Premises and property peaceably to the COUNTY, their agents and attorneys, immediately upon the termination of the said term.

In the event TENANT defaults as set out above or elsewhere in this Lease, any monies due from TENANT during the term of this Lease or any extension thereof, shall, at the option of the COUNTY, become immediately due and payable in full. COUNTY may re-enter the Premises using such force for that purpose as may be necessary without being liable to any prosecution therefore, and COUNTY may repair or alter the Premises in such manner as to COUNTY may seem necessary or advisable to re-let the Premises. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including costs and attorney's fees. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

17. **SIGNS:** TENANT agrees that any signs or advertising, including awnings, to be used in connection with the leased Premises must have COUNTY'S written approval before installation. COUNTY'S approval may not be unreasonably withheld.

18. **WAIVER:** One or more waivers of any covenant or condition by the COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by the COUNTY to or of any act by the TENANT requiring the COUNTY's consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the TENANT.

19. **OBSERVANCE OF LAWS:** TENANT agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal boards and agencies, and of insurance carriers, due to this use or occupancy of the Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the ~~forementioned authorities.~~



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~~20. ACCESS TO PREMISES:~~ The COUNTY shall have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the same, or to any property owned or controlled by the COUNTY therein. Such events shall not unduly interfere with TENANT'S business, except as is naturally necessitated by the nature of the work.

The entrance way and parking lots on the Property shall be shared by the TENANT and any other County agency that is permitted to locate on the site.

21. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of COUNTY and TENANT. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This contract shall be governed by the laws of the State of Florida. Any changes in the applicable laws which govern this Lease will necessitate a change in Lease terms and conditions which may be effected thereby, at the time such changes may arise.

22. SURRENDER AT END OF TERM: Upon the expiration of the term hereof or sooner termination of this Lease, TENANT agrees to surrender and yield possession of the ~~Premises to the COUNTY, peacefully and without notice, and in good order and condition,~~ broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of this Lease.

23. NOTICES: All correspondence and insurance certificates shall be forwarded to the COUNTY at the following address:

Ellyn Kadel, Manager  
Real Estate Management Division  
General Services Department  
201 Rogers Street  
Clearwater, FL 33756

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until TENANT is notified otherwise in writing; and all notices given to the COUNTY hereunder shall be forwarded to the COUNTY at the foregoing address, by registered or certified mail, return receipt requested, until TENANT is notified otherwise in writing. All notices given to the TENANT hereunder shall be forwarded to TENANT at the following address:

Mr. Almonte Paolilli, Director  
Palm Harbor Library  
2330 Nebraska Ave.  
Palm Harbor, Florida 34683

by registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

24. **QUIET ENJOYMENT:** The COUNTY covenants and agrees that upon TENANT performing all of the covenants and conditions aforesaid on TENANT's part to be observed and performed, the TENANT shall and may peaceably and quietly have, hold and enjoy the Premises hereby for the term aforesaid.

25. **SUCCESSORS AND ASSIGNS:** The covenants, provisions and agreements herein contained shall in every case be binding upon and inure to the benefit of the parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the TENANT to assign TENANT'S interest under this Lease is and shall be subject to the written consent of the COUNTY as hereinabove provided, which provision it is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

26. **PUBLIC ENTITY CRIME ACT:**  
The TENANT is directed to the Florida Public Entity Crime Act, section 287.133, Florida Statutes, as amended from time to time, and the County's requirement that the TENANT comply with it in all respects prior to and during the term of this Lease.

27. **RADON GAS:** 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 found in buildings in Florida. Additional information regarding radon and radon testing may be obtained

from your County Public Health Unit.

28. **FISCAL FUNDING:** In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for purposes described herein, then this Lease shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

29. **HAZARDOUS SUBSTANCES:** TENANT shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. TENANT shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

TENANT shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which TENANT has actual knowledge. If TENANT learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, TENANT shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

30. **GRANT REQUIREMENT:** COUNTY and TENANT assure that the Building will be used exclusively for the public library purposes for which constructed or altered and submit proposed changes in use to the Division of Library and Information Services for approval if within 20 years of the completion of the construction.

31. **WARRANTY CONTRACTS:** COUNTY agrees to assist TENANT with but not limited to such items as roofing and heating/air conditioning that are covered under warranty contracts.

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32. **OWNERSHIP OF BUILDING:** Upon termination or expiration of the Lease, all permanent buildings and improvements constructed on the leased Premises and any fixtures herein shall become property of the COUNTY.

The TENANT warrants that it will execute such Bill of Sale or Deed which the COUNTY requires to effect the transfer of ownership, but if the TENANT fails to do so, the terms of this Lease shall be sufficient to transfer title.

33. **ENTIRE AGREEMENT:** The Lease Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the parties as hereinbefore stated.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease Agreement the day and year first above written.

WITNESS:

TENANT:

PALM HARBOR COMMUNITY  
SERVICES AGENCY, INC.

By: *Joan G. Martin*  
Print Name: JOAN G. MARTIN  
Title: \_\_\_\_\_

By: *[Signature]*  
Title: Chairman

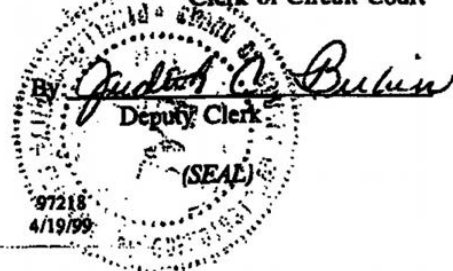
----- (CORPORATE SEAL) -----

COUNTY:

PINELLAS COUNTY, FLORIDA  
By and through its Board  
of County Commissioners

By: *[Signature]*

ATTEST: KARLEEN F. DE BLAKER  
Clerk of Circuit Court

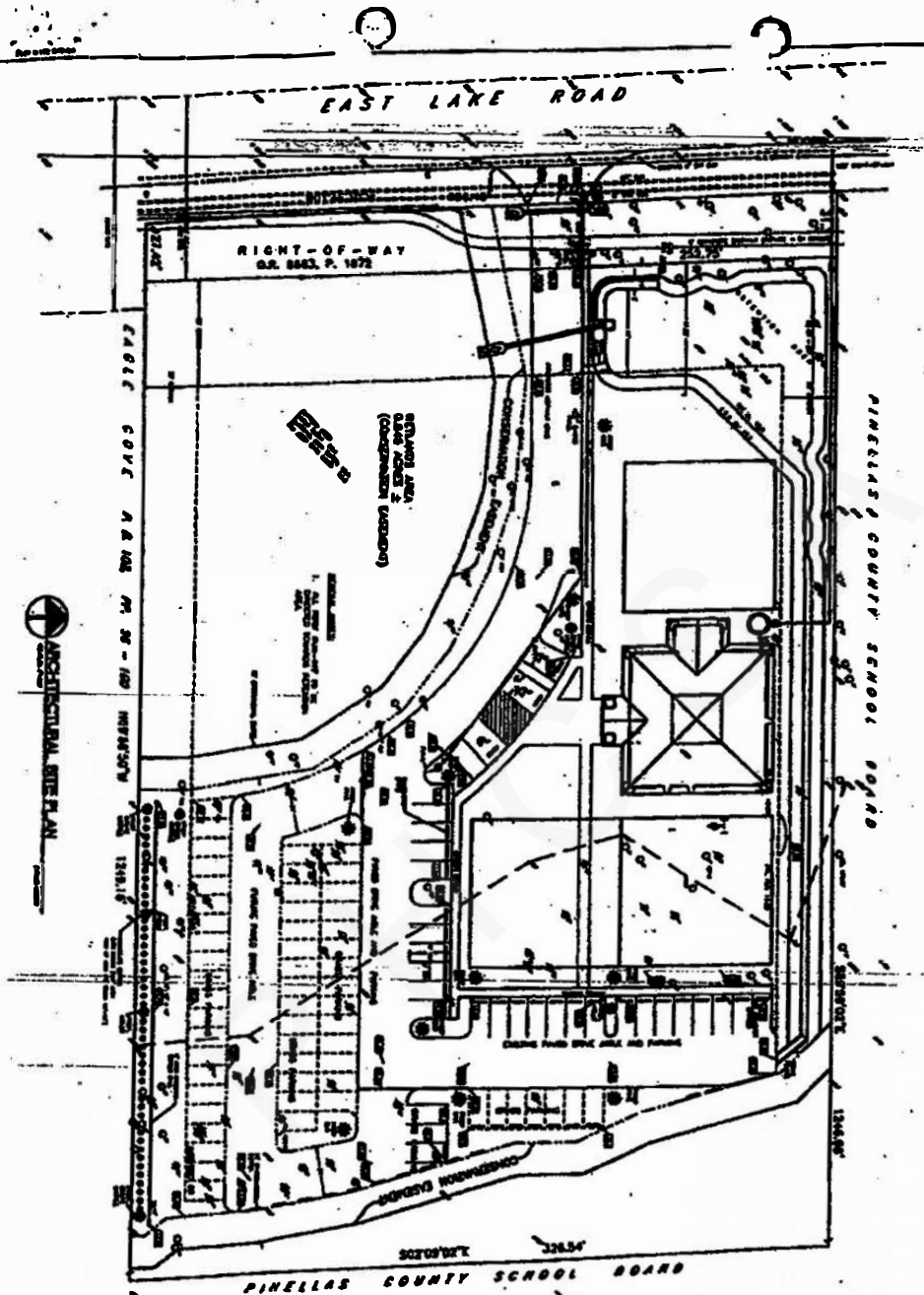


APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

BY *Sarah Richardson*  
ATTORNEY

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		<b>WILSON / BICE ASSOCIATES, INC.</b> <small>ARCHITECTS &amp; ENGINEERS</small>	<b>SCHEMATIC PLAN</b> <small>DATE: 02/18/2007</small>	<b>PROJECT NO. 07-0000</b> <small>DATE: 02/18/2007</small>	<b>EAST LAKE COMMUNITY LIBRARY</b> <small>FLORIDA</small>

# JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of November, 2021 between PALM HARBOR COMMUNITY SERVICES AGENCY, INC., 2330 Nebraska Ave, Palm Harbor, Florida, 34683, herein referred to as "Community Services Agency" and THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 4<sup>th</sup> Street SW, Largo, Fl. 33779, herein referred to as "Board";

## WITNESSETH:

WHEREAS, the Board may request the use of various Community Services Agency facilities for recreation programs, and other Board-related programs; and

WHEREAS, the Community Services Agency may request the use of various Board facilities for its recreational programs, public meetings, and other recreation-related programs; and

WHEREAS, the Board, and the Community Services Agency are each willing to cooperate in this matter under certain conditions and provisions;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the Board and Community Services Agency mutually agree to the joint use of their respective facilities under the following terms and conditions:

1. **Term.** The term of this Agreement will be for a period of five (5) years beginning December 17, 2021, and ending December 16, 2026. This Agreement may be extended for additional 5-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Superintendent of Schools and the Community Services Agency.

2. **Board Facilities.** The Board agrees to make its facilities available when the use thereof does not interfere or conflict with any Board programs. Use of said facilities will not be

earlier than 8:00 a.m. nor later than 11:00 p.m. for outdoor use and not later than 12:00 midnight for indoor use.

3. Meetings and Events. Community Services Agency meetings and events to be held at Board facilities must be scheduled in advance, and are subject to approval by the school principal or center director, or specified designee. After the meeting or event has been approved by the school principal or center director, but prior to the date of the meeting or event, the President, or designee of the Community Services Agency will request the principal or center director, or specified designee, to contact the Board's Real Property Management Department to initiate an additional use form (see Exhibit "A"), which will be considered an attachment to this Agreement. The additional use form will state the dates and times of use, and costs if any, to be paid by the Community Services Agency.

4. Community Services Agency Facilities. The Community Services Agency agrees to make its facilities available, when the use thereof does not interfere or conflict with any Community Services Agency programs. Use of said facilities will conform with the hours the facilities are normally open to the public, and is subject to pre-approval by the President, or designee, of the Community Services Agency.

5. Use of Facilities When Normally not Open. If one party desires to use the other party's facilities at a time other than normally open, the using party will be required to pay the direct costs incurred for said use; e.g., utility, personnel, and supply costs, at the prescribed rates of the facility owner. The Board and Community Services Agency will only invoice each other when said direct costs exceed Fifty (\$50) Dollars, unless otherwise agreed. During vacations, holidays, staff-development or in-service days, and times when the facility owner normally has no staff on duty, the facility owner will have the right to provide a minimum of one (1) on-duty, facility-owner staff person during the period of use of the facility by the other party.

This staff person, and any other applicable direct costs, will be charged to the using party in the manner delineated in the first two sentences of this paragraph.

6. **Return Condition of Facility.** The party using the facility agrees to return the field or facilities, and surrounding area, to a clean and sanitary condition after use by that party or any of its agents or invitees.

7. **Supervision of Program.** Each party will provide its own personnel for the supervision of the programs it conducts.

8. **Restriction of Use.** Use of the Board property by private parties or organizations or by business enterprises for profit is prohibited by the Agreement. The Board and the Community Services Agency further agree to make no unlawful, improper or offensive use of the subject premises and all rights of the using party hereunder will be terminated by the Board or Community Services Agency in the event that such use is made thereof. Community Services Agency will maintain Board facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees. Community Services Agency and all its invitees will abide by all Board policies on use of Board facilities, including policies, which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited. The Community Services Agency will abide by all Federal, State and local codes and laws governing Board properties and the use thereof.

9. **Held Harmless and Insurance.** The Board and Community Services Agency agree to be responsible for the safety of their own employees, agents, volunteers, invitees, licensees, or participants in their respective programs in cases of accidental injury, or property damage. The parties shall indemnify and hold each other harmless from and against any and all claims and causes of action for personal injury and property damage arising out of the negligent acts of their respective employees, agents, volunteers, or invitees or on account of any unsafe conditions that



may exist as a result of the negligent operation by the parties of the subject facilities; provided, however, that the Board's liability shall be limited to the extent permitted by Section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board or as consent by the Board to be sued by third parties in any manner arising out of this Agreement. The Community Services Agency will provide the Board a certificate of comprehensive general liability insurance coverage in the amount of at least \$1,000,000, listing the School Board of Pinellas County, Florida, as additional insured covering Community Services Agency's obligations hereunder. The Board will provide, if requested, to Community Services Agency proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes.

**10. Assignment, Inspection, and Termination.** The Board and the Community Services Agency will not assign this Agreement nor sublet the other's premises or any part thereof without the written consent of the other parties. The Board and the Community Services Agency agree that each party and its officers, agents, and servants will have the right to enter and inspect the subject premises and the operation being conducted thereon at reasonable times.

This Agreement will remain in effect unless terminated by the Board or the Community Services Agency as follows:

- a) Upon breach of this Agreement by a party, the party requesting termination will give written notice of termination of this Agreement to the other parties, specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then the contract will terminate ten days from receipt of the written notice;
- b) Any participating party may terminate this Agreement for any reason by giving written notice to the other parties that the Agreement will terminate thirty days from the receipt of said notice.

11. **Litigation.** In the event litigation is necessary to enforce any of the terms or conditions of this Agreement, the prevailing party will be entitled to recover its costs and expenses, including reasonable attorneys' fees from the non-prevailing party or parties.

12. **Unforeseen Questions.** The Board and the Community Services Agency agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, questions will be settled in writing between the Superintendent of Schools and the President of Community Services Agency, or their respective designees for resolution of such questions concerning this Agreement.


13. **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision here.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and  
year first above written.

ATTEST:

**PALM HARBOR COMMUNITY  
SERVICES AGENCY, INC.**

\_\_\_\_\_

By:   
President

Approved as to form and content:

\_\_\_\_\_  
Palm Harbor Community Services  
Agency, Inc. Attorney

ATTEST:

**THE SCHOOL BOARD OF PINELLAS  
COUNTY, FLORIDA**

  
Secretary

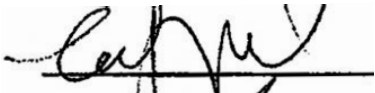
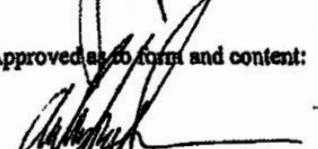
By:   
Chairman

Approved as to form and content:


  
School Board Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

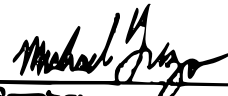
ATTEST:

  
Approved as to form and content:  
  
Palm Harbor Community Services  
Agency, Inc. Attorney

PALM HARBOR COMMUNITY  
SERVICES AGENCY, INC.

By:   
President

ATTEST:

  
Secretary

THE SCHOOL BOARD OF PINELLAS  
COUNTY, FLORIDA

By:   
Chairman

Approved as to form and content:

  
School Board Attorney

**Exhibit "A"****FACILITY USE AUTHORIZATION FORM**

Date: October 12, 2021  
 To: Agency  
 Subject: Additional Use Request under the Agreement Between the School Board  
 of Pinellas County and Agency, effective date

Requestor:  
 Description of Use:  
 Facility(ies): **SAMPLE – Note: This form will be completed by the Real Property Management  
 Department and submitted for signatures.**

Dates & Times:  
 Supervision By:

Coordinator (& Phone #) for School Board:  
 Coordinator (& Phone #) for Agency:

The following estimated costs will be incurred as a result of the said use;

Wages:  
 Direct Costs \$ 000.00  
 Other (List) \$ \_\_\_\_\_  
 \$ 000.00

The facility owner/representative Pinellas County School Board will invoice Agency for the above-described costs, which may vary if the actual use of facilities differs from that shown above. This form, when executed by the authorized representative for the School Board and the authorized agency representative, will be authorization to use the above described facility on the dates and times set forth herein. This additional use is granted under the terms and conditions of the above said agreement.

Additional conditions, if any:

Agency **School Board of Pinellas County, Florida**

Authorized Representative  
 for Agency

Date: Authorized Representative:  
 for School Board  
 11111 S. Belcher Rd., Largo, FL 33773

Date

With copies to: Clayton M. Wilcox, Ed. D., Superintendent of Schools  
 Kevin Smith, Director, Accounting  
 Patricia Riggs, Director, Auditing  
 Stephen Fairchild, Real Property/Facilities Specialist  
 Area Superintendent  
 School Representative  
 Agency Representative

RPC #

**LEASE AGREEMENT**

THIS LEASE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "LANDLORD," "COUNTY" and "County," which terms shall include County's designated agent(s) and/or successors in interest, and **PALM HARBOR COMMUNITY SERVICES AGENCY, INC.**, a Florida non-profit corporation, hereinafter referred to as "PHCSA" or "TENANT."

WHEREAS, the Palm Harbor Community Services District Municipal Servicing Taxing & Benefit Unit, hereinafter referred to as "MSTU", was created to fund recreation and library services for the citizens of Palm Harbor; and

WHEREAS, PHCSA is the non-profit corporation contracted to administer and operate the MSTU; and

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the Parties agree as follows:

1. **PREMISES:**

In consideration of the rent hereinafter agreed to be paid by the TENANT to the COUNTY, and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, the COUNTY does hereby lease and let unto the TENANT, and the TENANT does hereby lease from the COUNTY, 8.534 acres of property. Those certain Premises are situated in Pinellas County, Florida and located at 1500 - 16th Street, Palm Harbor, FL. These are legally described as:

The South ½ of Tract "A" of CAMPBELL'S PALM HARBOR GROVE  
REPLAT subdivision, according to the plat thereof, as recorded in Plat Book 21,  
page 75, Public Records of Pinellas County, Florida.

The premises are commonly described as: Building 1 = Palm Harbor Community Activity Center and Building 2 = Auxiliary Building.

2. **TERM AND RENTAL:**

This Lease shall be for a term of five (5) year(s) commencing October 1, 2005, (hereinafter referred to as the "Commencement Date"), and ending on September 30, 2010. This Lease shall stand automatically renewed for successive additional one-year terms. Either

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party may send written notice to the other party of its intent to terminate the Lease at any time by giving one hundred eighty (180) days notice.

3. USE:

A. It is understood and agreed between the parties hereto and TENANT covenants that the Premises during the continuance of the Lease shall be used for recreation and for such "private events" and "special events" as are customary to support the facility and for no other purpose or purposes, without the written consent of the COUNTY. In the event the TENANT wishes to alter the outdoor recreation activities with new or future planned activities, the TENANT must obtain prior written consent of COUNTY. Such Consent shall be granted by the Manager of Lease Management Division, or his/her designee. The TENANT agrees to cause the Leased Premises to be operated for such purposes during the entire term of this Lease, unless prevented from doing so by causes beyond TENANT'S control, and to conduct its business at all times in a reputable manner.

"Private events" as used above may include events such as weddings and other private rentals and "special events" may include dances, dinners, and other fund raising events. For private events and special events, the TENANT shall be permitted to serve alcoholic beverages on the Premises, subject to the provisions herein.

- a. In the event that TENANT permits or hosts private events or special events at which alcohol will be served, but not sold, and at which there is no licensed professional caterer, TENANT shall at all times during the term of this Lease carry blanket event coverage with limits of \$1,000,000.
- b. In the event that TENANT permits or hosts private events or special events at which alcohol will be served, but not sold, and at which there is a licensed professional caterer, then TENANT shall require the caterer to obtain such license as is necessary and shall require the caterer to carry general comprehensive liability insurance with limits of liability for personal injury and/or bodily injury, including death of not less than \$500,000 per occurrence, and property damage of not less than \$100,000 per occurrence. Alternatively, if private events or special events are hosted by licensees of TENANT, then that licensee shall carry general comprehensive liability insurance with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000 per occurrence, and property damage of not less than \$100,000 per occurrence. If such policy excludes coverage for dispensing of alcoholic beverages, then the policy shall contain a "Dram Shop" endorsement, or similar endorsement, which provides coverage to the extent of the liquor license held by the caterer or host of the private event or special event. The Pinellas County Board of County Commissioners shall be named as an additional insured on any required insurance policy. The TENANT, its licensees, and licensed caterer shall comply with all

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Federal, State and Local Laws, rules and regulations concerning the service and consumption of alcoholic beverages.

- c. In the event that TENANT permits or hosts private events or special events at which alcohol is sold, or if licensees of TENANT are hosting private events or special events at which alcohol is sold, then TENANT or TENANT'S licensee, as applicable, shall contract with a licensed professional caterer who is licensed to serve alcohol. The caterer shall carry the insurance described in subparagraph b. above and comply with all provisions described in subparagraph b. above.
- d. Additionally, for any and all use of alcoholic beverages on the Leased Premises, TENANT covenants and agrees that it will, and by contract it will require its licensees' licensed caterers, as well as its licensees, to indemnify and hold harmless the COUNTY and all of the COUNTY'S officers, employees, contractors, and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect, or omission by the TENANT, its officers, employees, agents, contractors, or subcontractors during the term of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or the parties may be subject, including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither TENANT nor any of its officers, employees, agents, contractors, or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by the sole negligence of COUNTY or any of its officers or employees.
- e. The provisions of Pinellas County Ordinance No. 00-42, as codified, are hereby waived and the consumption of alcoholic beverages shall be permitted within the Premises during the date and time of the private event or special event.
- f. The TENANT shall not allow the Premises to be used for activities prohibited in all COUNTY-owned or COUNTY-occupied buildings under the provisions of Federal, State, or Local Laws, rule, regulations, or ordinances. By way of illustration and not limitation, State Law prohibits the use of COUNTY-occupied buildings for political fundraisers see § 106.15(40), Fla. Statutes, and Federal and State Law prohibit use of county-occupied buildings for any implied promotion of a religion.

This Lease Agreement is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances. All rights of TENANT hereunder may be terminated by the COUNTY, effective upon receipt of written notice, in the event that any other use is made thereof.

B. TENANT may subcontract for other recreation services and programs, such as but not limited to AARP and YMCA of the Suncoast, Inc. However, all subcontracts must have prior written consent by the COUNTY, which consent may be granted by the Manager of Lease



Management Division, or his designee. All subcontracts shall be in the form of a written Contract for Services, a copy of which will be provided to the COUNTY upon execution. Subcontractors shall carry the amount and type of insurance required by TENANT under the terms of this Lease. Additionally, TENANT covenants and agrees that it will have its subcontractors indemnify and hold harmless the COUNTY and all of the COUNTY'S officers, employees, contractors, and subcontractors from any claim, loss, damage, cost, charge or expenses arising out of any act, action, neglect, or omission by TENANT, its officers, employees, agents, contractors or subcontractors during the term of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or the parties may be subject, including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither TENANT nor any of its officers, employees, agents, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property caused by or resulting from the sole negligence of COUNTY or any of its officers or employees.

PHCSA shall subcontract certain recreation activities to YMCA of the Suncoast, Inc. PHCSA shall permit YMCA to occupy a portion of Building 2, Rooms J, K, and L, as shown on Exhibit "A" attached hereto, and as agreed to between PHCSA and YMCA. The amount and location of this space may change from time to time upon mutual agreement between PHCSA and YMCA. The subcontract shall be co-terminus with the terms of this Lease Agreement.

#### C. COUNTY RESERVATION FOR DISASTER RELIEF

Notwithstanding other provisions of this Lease, in response to the post-Hurricane Andrew studies in South Florida, COUNTY expressly reserves the right to utilize the Premises for an emergency shelter, disaster preparedness, and/or disaster relief activities. Determining the need to exercise this right will be in the sole discretion of COUNTY, but will not preclude PHCSA'S continued use of the Premises to the extent it does not interfere with COUNTY'S disaster-related activities or any other provisions of this Lease.

#### D. ANNUAL REPORT

TENANT shall provide and submit annually to COUNTY a Report. The Report shall include its activities, along with any subtenant or sublessee's activities, upon and uses of the Premises, including a brief statement of the services or facilities which it has provided and made available on the Premises for the use and enjoyment of the general public, together with a statement of the approximate number of persons who have used the Premises and a Financial  
PHCSA

Statement. The Report shall be delivered to the County on or before March 31<sup>st</sup> of each year. TENANT shall also provide other reasonable information as COUNTY may, from time to time, request, and COUNTY shall allow TENANT a reasonable period of time within which to comply.

4. TAXES:

In the event that any ad valorem, rental, sales or similar taxes are levied upon the Leased Premises due to the existence of this Lease, then TENANT shall pay all such taxes so imposed.

5. UTILITIES:

TENANT agrees to promptly pay all charges for gas and electricity supplied the demised Premises, whether determined by meter or otherwise. COUNTY shall not be liable in any manner for damages to TENANT'S business and/or inventory, or for any other claim by TENANT, resulting from any interruption in utility services. The TENANT will also pay for all water consumption, sewer charges, trash collection, and telephone service.

6. MAINTENANCE AND SERVICES:

TENANT is responsible for the maintenance and repair of all the buildings and grounds including but not limited to plumbing, electrical, HVAC, telecommunication wiring and installation, walls, floors, and roof. It is the intent of the parties that the TENANT must be responsible for the buildings, systems, structural and non-structural aspects of the buildings, including but not limited to roof, windows, plumbing, electric, HVAC, walls, bearing & non-bearing, ceilings, painting interior and exterior, landscaping, site drainage, and parking lots.

TENANT shall create a fund for maintenance, repair, and replacement expenses and will follow the Facility Management Guidelines Standard for Maintenance, as it may be amended from time to time, a copy of which will be delivered to TENANT upon request and as changed in the future. TENANT will maintain a log sheet of all maintenance performed and upon request will provide a copy of the log sheet to the COUNTY through the Lease Management Division.

In the event COUNTY pays any monies required to be paid by TENANT hereunder, COUNTY shall demand repayment of same from TENANT within ten (10) days of payment and TENANT shall make such payment within ten (10) days of receipt of demand. TENANT'S failure to timely reimburse COUNTY shall be deemed a breach of contract.

7. INSURANCE:

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TENANT shall procure, pay for and maintain during the term of the Lease insurance as required herein:

A. Comprehensive General Liability including, but not limited to, independent contractor, contractual, Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this Lease, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined single limits of not less than \$500,000, each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis. Fire Legal Liability shall be included to limits of \$50,000. This insurance may be provided through one (1) primary policy, or through use of a primary and an excess umbrella in follow form to reach the total required limits.

B. Workers' Compensation in at least the limits required by Florida Law, and Employers' Liability, where applicable, of not less than \$100,000.

C. Fire and Extended Coverage in an amount equal to one hundred (100%) percent of current replacement dollar value of all buildings, fixtures, and improvements. Proceeds from such insurance shall be paid directly to the insured, subject however, to the reasonable requirements of TENANT'S lender. Said proceeds shall be received and disbursed solely to pay for the repair or replacement of any damage or loss to the building, fixtures, or improvements or any partially constructed buildings improvements or other facility. Said improvements shall be re-valued by the insurance carrier each year during the term hereof, and the amount of insurance coverage adjusted accordingly within thirty (30) days thereafter. TENANT may purchase a policy for the Fire and Extended Coverage that includes the TENANT, subcontractors, and COUNTY, if TENANT prefers one policy including all.

D. Builders Risk Insurance and/or Installation Floater shall be provided to insure against loss of or damage to the work by perils insured under an all risk form including, but not limited to, fire, lightning, extended coverage perils, sinkhole and flood. The amount of coverage shall be the replacement cost of the work as determined by the COUNTY. Said policy shall show the COUNTY, TENANT and contractor, as their interests may appear, as additional named insured with any loss payment made payable to the COUNTY for the benefit of all concerned. Subrogation rights shall be waived. Deductibles shall be the responsibility of TENANT.

E. Any insurance company carrying the required coverages shall have a

Best's rating of at least B+VII.

F. TENANT shall require any contractors or subcontractors to provide, pay for and maintain the above types of insurance with companies meeting the qualifications listed above. To the extent permitted by law, such policies shall name Pinellas County Board of County Commissioners as an additional insured.

G. A Certificate of Insurance shall be filed within five (5) days from the Commencement Date to the Lease Management Division, 201 Rogers Street, Clearwater, FL 33756 and annually thereafter. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail. TENANT shall notify COUNTY within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles, which all are at the sole responsibility and risk of TENANT. The term "COUNTY" or "PINELLAS COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of COUNTY and individual members and employees thereof in their official capacities while acting on behalf of PINELLAS COUNTY. The Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the COUNTY to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature. The TENANT hereby waives subrogation rights for loss or damage against the COUNTY.

8 LIABILITY OF COUNTY:

All property of any kind that may be on the Premises during the continuance of the Lease shall be at the sole risk of TENANT, and COUNTY shall not be liable to TENANT or any other person for any injury, loss, or damage to property or to any person on said Premises.

9. ASSIGNMENT AND SUBLETTING:

The TENANT further agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of the COUNTY, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of COUNTY. Consent by the

COUNTY to one or more assignments of this Lease or to one or more sublettings of said Premises shall not operate as a waiver of COUNTY'S rights under this section.

10. ALTERATIONS, MECHANIC'S LIENS:

A. TENANT will not make any alterations, improvements or additions in or to the Premises, either indoors or outdoors, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air conditioning or electrical or other building systems or equipment, without the prior written consent of COUNTY. In the event the TENANT wishes to alter the outdoor recreation activities with new or future planned activities, the TENANT must obtain prior written consent of COUNTY. Such Consent shall be granted by the Manager of Lease Management Division or his/her designee. TENANT shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the Leased Premises undertaken by TENANT. All such additions, improvements and fixtures, except movable office furniture, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease.

B. TENANT shall promptly pay for all charges for labor, services and materials used in connection with any improvements or repairs to the Leased Premises undertaken by TENANT. Any mechanics liens against the Premises, TENANT'S leasehold, or the land and building arising out of work performed by or for TENANT are hereby expressly prohibited and in the event of the filing of any Claim of Lien, TENANT shall promptly satisfy same or transfer it to a bond; and TENANT shall in any event protect COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.

11. COVENANT AGAINST LIENS:

TENANT shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein demised or on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with TENANT with respect to the demised Premises or any part thereof, are hereby charged with notice that they must look to TENANT to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease.

12. POSSESSION:

TENANT shall be granted possession of the Premises immediately upon the commencement date of this Lease and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all parties.

13. INDEMNIFICATION:

TENANT covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by TENANT, its officers, employees, agents, contractors, or subcontractors during the performance of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither TENANT nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees.

14. CONDEMNATION:

If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the demised Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day, the TENANT shall have the right either to terminate this Lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If the TENANT shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the then balance of the term. If TENANT exercises its right to cancel, all advance rent paid by the TENANT shall be adjusted to the date of said taking. If TENANT fails to exercise its right to cancel, TENANT shall, at its own cost and expense, make the repairs made necessary to said partial taking.

The parties agree that TENANT shall receive notice of the commencement of

condemnation proceedings within ten (10) days of COUNTY'S notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY.

15. **DESTRUCTION OF PREMISES:**

If the demised Premises shall, without fault of TENANT, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, COUNTY may, by written notice delivered to TENANT within one hundred twenty (120) days after such destruction or damage, elect to rebuild or repair. In such event, this Lease shall remain in force, and COUNTY shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good condition as they were at the time immediately prior to the destruction or damage. For that purpose, COUNTY may enter the Premises, and rent shall abate during the time the Premises are untenable. If COUNTY elects not to restore or rebuild, TENANT may have the option to do so only with COUNTY'S written approval. If neither party so elects, this Lease shall terminate effective the date of said destruction.

16. **DEFAULT:**

If the TENANT should fail to keep and perform any of the terms, covenants, conditions or provisions in this Lease contained to be kept and performed by the TENANT, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the default, COUNTY shall notify TENANT of the default and its demand to cure the default. Upon receipt of notice, TENANT shall have fifteen (15) days from the date of receipt, to cure said default, or to commence or take such steps as are necessary to cure such default, which once commenced the TENANT agrees and shall pursue continuously until the default is finally cured. Upon TENANT'S failure to either cure said default or to take steps that are necessary to cure said default, it may be lawful for the COUNTY to declare said demised term ended and to re-enter upon the demised Premises and to retake possession of the said Leased Premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The TENANT covenants and agrees that upon termination of the said demised term, at such election of the COUNTY, or in any other way, it, the TENANT, will surrender and deliver up said Premises and property peaceably to the COUNTY, their agents and attorneys, immediately upon the termination of the said demised term.

In the event TENANT defaults as set out above or elsewhere in this Lease, all payments

of rent, additional rent, or of any other monies due from TENANT during the term of this Lease or any extension thereof, shall, at the option of the COUNTY, become immediately due and payable in full. COUNTY may re-enter the Premises using such force for that purpose as may be necessary without being liable to any prosecution therefore, and COUNTY may repair or alter the Premises in such manner as to COUNTY may seem necessary or advisable to re-let the Premises. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including costs and attorneys fees. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

17. SIGNS:

TENANT agrees that any signs or advertising, including awnings, to be used in connection with the Leased Premises must have COUNTY'S written approval before installation. COUNTY'S approval may not be unreasonably withheld.

18. WAIVER:

One or more waivers of any covenant or condition by the COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by the COUNTY to or of any act by the TENANT requiring the COUNTY'S consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the TENANT.

19. OBSERVANCE OF LAWS:

TENANT agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal Boards and Agencies, and of insurance carriers, due to this use or occupancy of the demised Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

20. ACCESS TO PREMISES:

COUNTY shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the same, or for making repairs to the demised Premises or to any property owned or controlled by the COUNTY therein. Such repairs



shall not unduly interfere with TENANT'S business, except as is naturally necessitated by the nature of the repairs being effected. In the event of an emergency, LANDLORD shall have the right to enter the Premises without prior notification.

21. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE:

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of COUNTY and TENANT. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This contract shall be governed by the laws of the State of Florida. Any changes in the applicable laws, which govern this Lease, will necessitate a change in Lease Terms and Conditions, which may be effected thereby, at the time such changes may arise.

22. SURRENDER AT END OF TERM:

Upon the expiration of the term hereof or sooner termination of this Lease, TENANT agrees to surrender and yield possession of the demised Premises to the COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of this Lease.

23. NOTICES:

The checks for rental or other sums accruing hereunder shall be forwarded to the COUNTY at the following address:

David DelMonte, Manager  
Lease Management Division  
General Services Department  
201 Rogers Street  
Clearwater, FL 33756

until TENANT is notified otherwise in writing; and all notices given to the COUNTY hereunder

shall be forwarded to the COUNTY at the foregoing address, by registered or certified mail, return receipt requested, until TENANT is notified otherwise in writing. All notices given to the TENANT hereunder shall be forwarded to TENANT at the following address:

Palm Harbor Community Services Agency, Inc.  
1500 - 16th Street  
Palm Harbor, FL 34683

by registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

24. QUIET ENJOYMENT:

The COUNTY covenants and agrees that upon TENANT paying said rent and performing all of the covenants and conditions aforesaid on TENANT'S part to be observed and performed, the TENANT shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the term aforesaid.

25. SUCCESSORS AND ASSIGNS:

The covenants, provisions and agreements herein contained shall in every case be binding upon and inure to the benefit of the parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the TENANT to assign TENANT'S interest under this Lease is and shall be subject to the written consent of the COUNTY as hereinabove provided, which provision it is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

26. PUBLIC ENTITY CRIME ACT:

The TENANT is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and the County's requirement that the TENANT comply with it in all respects prior to and during the term of this Lease.

27. RADON GAS:

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 found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County

Public Health Department.

28. FISCAL FUNDING:

In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for purposes described herein, then this Lease shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

29. HAZARDOUS SUBSTANCES:

A. TENANT hereby agrees that (i) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of TENANT'S business (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by COUNTY; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of TENANT'S business (the "Permitted Materials") provided such Permitted Materials are properly stored and disposed of in a manner and location meeting all Environmental Laws and approved in advance in writing by COUNTY; (iii) no portion of the Premises will be used as landfill or a dump; (iv) TENANT will not install any underground tanks of any type; (v) TENANT will not allow any surface or subsurface conditions to come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) TENANT will not permit any Hazardous Substances to be brought onto the Premises and if so brought thereon, TENANT shall immediately remove same with proper disposal and all required clean-up procedures shall be diligently undertaken pursuant to all Environmental Laws; (vii) COUNTY shall be permitted to conduct at COUNTY'S expense any Environmental Testing reasonably necessary by COUNTY or COUNTY'S agent, to determine the presence of any Hazardous Substance. If at any time during or after the term of the Lease the Premises is found to be so contaminated or subject to said conditions demonstrated to have been caused exclusively by TENANT during the Lease Term, TENANT agrees to clean up the Premises according to Environmental Laws. If any contamination is found to have been caused in part by TENANT, TENANT agrees to be responsible for clean-up expenses only to the extent that it is contributorily negligent. The foregoing obligation shall survive the termination or expiration of this Lease. In the event TENANT fails to act in the removal, proper disposal, or all required clean-up procedures to the satisfaction of appropriate Federal, State or Local Agencies,

PHCSA

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COUNTY shall have the right to remedy TENANT'S environmental problem at TENANT'S costs, and seek recovery from TENANT through proper legal channels. The term "Hazardous Substances" as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, including, but not limited to, asbestos, polychlorinated byphenyls, and petroleum products, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any Federal, State or Local Law or ordinance relating to pollution or protection of the environment.

B. TENANT agrees to promptly notify COUNTY of any environmentally hazardous event or procedure, including hazardous waste spills of any kind, regardless of responsibility, and to advise COUNTY of any environmental concern expressed by any private party or government agency.

30. OWNERSHIP & MAINTENANCE OF PERSONAL PROPERTY:

The parties agree that the personal property described in the previous Lease dated November 24, 1998, and its subsequent amendments, and as outlined in paragraph 32 of said previous Lease, is hereby transferred to PHCSA, by its predecessor NPCAC.

Any personal property, which includes but is not limited to furnishings, stoves, refrigerators, tables, chairs, and kitchen equipment which may have been acquired through grants, will belong to the TENANT. TENANT will maintain and insure all personal property acquired through grant monies. Since grant funds were intended for this specific purpose and if for any reason PHCSA ceases to be the TENANT, it shall convey the personal property obtained through grants to COUNTY through a Bill of Sale. In the event PHCSA fails or refuses to sign a Bill of Sale within sixty (60) days of receipt of notice to do so by the COUNTY, then the above-referenced personal property shall be deemed to become the property of the COUNTY without further action.

31. ENTIRE AGREEMENT:

The Lease Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the parties as hereinbefore stated.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease

PHCSA

Page 15

Agreement the day and year first above written.

ATTEST: Ken Burke  
Clerk of Circuit Court

COUNTY:  
PINELLAS COUNTY, FLORIDA  
By and through its Board of County Commissioners

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
(SEAL)

WITNESSES:

TENANT: PALM HARBOR COMMUNITY  
SERVICES AGENCY, INC.

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
(SEAL)

Print Name: \_\_\_\_\_

Approved as to Form  
Office of County Attorney

By: \_\_\_\_\_  
Title: Assistant County Attorney

Whitney:2005-0036 Lease CR.doc

Andrew Salzman - 2005-0036 Lease CR.doc

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**EXHIBIT "A"**

**Building 2 – Auxiliary Building**

**YMCA of the Suncoast, Inc.**

**Rooms J, K, and L**

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 24th day of June, 2014, by and between PINELIAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and PALM HARBOR COMMUNITY SERVICES AGENCY, INC. (PHCSA), hereinafter referred to as the "LESSEE," jointly referred to as the "Parties."

## WITNESSETH

WHEREAS, the Rheba Sutton White Chapel and the adjacent Harbor Hall have been relinquished to COUNTY by the previous LESSEE, OLD PALM HARBOR MAIN STREET, INC., COUNTY is desirous of new stewardship to oversee maintenance of the facilities and management of planned events at the Premises; and

WHEREAS, the PALM HARBOR COMMUNITY SERVICES AGENCY, INC., hereinafter referred to as PHCSA or LESSEE, was formed in part to help promote recreational opportunities for unincorporated north County residents with MSTU tax revenue and revenue generated by special events; and

WHEREAS, PHCSA has been managing special events and planned activities at this location, which include weddings at the Premises under a TEMPORARY ACCESS AND USE LICENSE, which has been active since July 2013; and

WHEREAS, PHCSA has expressed interest in leasing the Premises from COUNTY in order to continue activities and reservations for special events planned at this location and further to manage and coordinate the use of the White Chapel/Harbor Hall parking lot for downtown street closure events.

NOW THEREFORE, the Parties agree to the following:

1. **PREMISES:** In consideration of the rent hereinafter agreed to be paid by the LESSEE to COUNTY, and in consideration of the covenants of the respective Parties hereto, COUNTY does hereby lease to LESSEE those certain Premises located at 1190 Georgia Avenue, Palm Harbor, Florida, including the Rheba Sutton White Chapel, Harbor Hall, and site parking, as shown in Exhibit "A" attached hereto and made a part hereof, and hereafter referred to as "Premises."

2. TERM: This Lease shall be for a term of Five (5) year(s). The Lease shall commence upon execution by the Board of County Commissioners and continue in full force and effect until terminated. The rental for the term shall be One Dollar (\$1.00) dollar(s) per year, [receipt of which is hereby acknowledged.]

This Lease shall automatically renew for Three (3) successive Five (5) year terms. LESSEE or COUNTY may terminate this Lease at anytime in writing, not less than One Hundred Eighty (180) days prior to its intent to terminate.

3. USE: The Parties hereto agree and LESSEE further covenants that during the continuance of the Lease the Premises shall be used and occupied for weddings, receptions, and for such "private events" and "special events" as are customary for support of PHCSA and for no other purpose or purposes, without the written consent of the COUNTY. The LESSEE shall conduct its business at all times in a reputable manner. "Private events" as used above may include events such as weddings and receptions and other fundraising events. This Lease is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances. LESSEE shall not make or permit any offensive or unlawful use of said Premises. All rights of LESSEE hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

The LESSEE shall be permitted to serve alcoholic beverages on the Premises, subject to the provisions of Exhibit "C" in the attached insurance addendum.

LESSEE shall not allow the Premises to be used for activities that are prohibited in all COUNTY-owned or COUNTY-occupied buildings or land under the provisions of Federal, State, or local laws, rules, regulations, or ordinances. By way of illustration and not limitation, State law prohibits the use of COUNTY-occupied buildings or land for political fund raisers [see §106.15(4), Florida Statutes], and Federal and State law prohibits use of COUNTY-occupied buildings or land for any implied promotion of a religion. LESSEE shall not make or permit any offensive or unlawful use of said Premises. All rights of LESSEE hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

4. TAXES: In the event that as a result of this Lease any rental, sales or similar taxes are levied upon the leased Premises. LESSEE shall pay all such taxes so imposed.



5. UTILITIES: LESSEE agrees to promptly pay all charges for gas and electricity supplied the Premises, whether determined by meter or otherwise. COUNTY shall not be liable in any manner for damages to LESSEE'S business and/or inventory, or for any other claim by LESSEE, resulting from any interruption in utility services. The LESSEE will also pay for all water consumption, sewer charges, trash collection, and telecommunication service.

6. MAINTENANCE, REPAIRS AND SERVICES: The COUNTY will be responsible for maintenance and repair of structural building components to include roof, windows, exterior walls, and the structural flooring. **LESSEE will be responsible for all other maintenance and repairs including, but not limited to plumbing, electrical, HVAC, telecommunication wiring and installation, floor coverings, bearing & non-bearing interior walls, landscaping, site drainage, and parking lots, which includes but is not limited to painting/stripping, sealing, asphalt repairs, parking bump stops, and clearance of debris from drains.**

In the event COUNTY pays any monies required to be paid by LESSEE hereunder, COUNTY shall demand repayment of same from LESSEE within ten (10) days of payment and LESSEE shall make such payment within ten (10) days of receipt of demand. LESSEE'S failure to timely reimburse COUNTY shall be deemed a breach of contract.

COUNTY shall be responsible for repairs and renovations as provided in the attached Exhibit "B" prior to December 31, 2014.

7. INSURANCE: LESSEE shall procure and maintain during the term of the lease insurance pursuant to the requirements noted in Exhibit "C," attached hereto and made a part hereof.

8. LIABILITY OF COUNTY: COUNTY shall not be liable to LESSEE or any other persons for any injury, loss, or damage to property or to any person on said Premises.

9. ASSIGNMENT AND SUBLETTING: LESSEE agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of the COUNTY, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of COUNTY. Consent by the COUNTY to one or more assignments of this Lease or to one or more sublettings of said Premises shall not operate as a waiver of COUNTY's rights under this section.

10. ALTERATIONS, MECHANIC'S LIENS: LESSEE will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems and equipment, without the prior written consent of COUNTY, which will not be unreasonably withheld. LESSEE shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the Premises undertaken by LESSEE. All such additions, improvements or fixtures, except movable office furniture and equipment, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease.

Any mechanics liens against the Premises, LESSEE'S leasehold, or the land and building arising out of work performed by or for LESSEE are hereby expressly prohibited and in the event of the filing of any Claim of Lien, LESSEE shall promptly satisfy same or transfer it to a bond; and LESSEE shall in any event protect COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.

11. COVENANT AGAINST LIENS: LESSEE shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein, on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics, and laborers and other persons contracting with LESSEE with respect to the Premises or any part thereof, are hereby charged with notice that they must look to LESSEE to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease.

12. POSSESSION: LESSEE shall be granted possession and full use of the Premises upon the commencement of this Lease and all terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all Parties.

13. INDEMNIFICATION: LESSEE covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by LESSEE, its officers, employees, agents, contractors, or subcontractors during the performance of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither LESSEE nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees.

14. CONDEMNATION: If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then from that day the LESSEE shall have the right to either terminate the Lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms provided herein, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If the LESSEE shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the then balance of the term. If LESSEE exercises its right to cancel, all advance rent paid by the LESSEE shall be adjusted to the date of said taking. If LESSEE fails to exercise its right to cancel, LESSEE shall, at its own cost and expense, make the repairs necessary to said partial taking.

The Parties agree that LESSEE shall receive notice of the commencement of condemnation proceedings within ten (10) days of COUNTY'S notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY

15. DESTRUCTION OF PREMISES: If the Premises shall, without fault of LESSEE, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially unusable, COUNTY, at their sole discretion may elect to rebuild or repair. If COUNTY so elects not to rebuild or repair, this Lease shall terminate effective the date of said destruction.

16. DEFAULT: If the LESSEE should fail to keep and/or perform any of the terms, covenants, conditions or provisions in this Lease the COUNTY upon becoming aware of the occurrence of a default, shall notify LESSEE of the default and its demand to cure the default. LESSEE shall have fifteen (15) days from the date of notice of default to cure said default, or to commence a cure of such default, which once commenced the LESSEE agrees and shall pursue continuously until the default is finally cured. Upon LESSEE'S failure to either cure said default or commence a cure of said default.

In the event LESSEE defaults as set out above or elsewhere in this Lease, any monies due from LESSEE during the term of this Lease or any extension thereof, shall, at the option of the COUNTY, become immediately due and payable in full. COUNTY may re-enter the Premises using such force for that purpose as may be necessary without being liable to any prosecution therefore, and COUNTY may repair or alter the Premises in such manner as COUNTY may seem necessary or advisable to re-let the Premises. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including costs and attorney's fees. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

It may be lawful for the COUNTY to declare said term ended and to re-enter upon the Premises and to retake possession of the said Premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The LESSEE covenants and agrees that upon termination of the said term, at such election of the COUNTY, or in any other way, LESSEE will surrender and deliver up said Premises and property peaceably to the COUNTY, their agents and attorneys, immediately upon the termination of the said term.

17. SIGNS: LESSEE agrees that any permanent or semi-permanent signs, advertising, which includes awnings to be used in connection with the leased Premises must have Real Estate Management's written approval before installation. Temporary signage, banners, or placards advertising specific events shall not require Real Estate Management's approval, but shall be subject to removal upon completion of the event.

18. WAIVER: One or more waivers of any covenant or condition by the County shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by COUNTY to, or of any act by the LESSEE requiring the COUNTY'S consent or approval, shall not be construed as a consent or approval to or of any subsequent similar act by LESSEE.

19. OBSERVANCE OF LAWS: LESSEE agrees to observe and comply with all local, State and Federal laws, rules, requirements, orders, directives, codes, ordinances, and regulations.

20. ACCESS TO PREMISES: The COUNTY shall have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the Premises. Such events shall not unduly interfere with LESSEE'S business, except as is naturally necessitated by the nature of the work.

21. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of COUNTY and LESSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This Lease shall be governed by the laws of the State of Florida. Any changes in applicable laws which govern this Lease will necessitate a change in Lease terms and conditions which may be affected thereby, at the time such changes may arise.

22. SURRENDER: Upon the expiration of the term hereof or sooner termination of this Lease, LESSEE agrees to surrender and yield possession of the Premises to the COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as LESSEE is not required to restore or remedy under other terms and conditions of this Lease.

23. NOTICES: All correspondence and insurance certificates shall be forwarded to the COUNTY at the following address:

**Real Estate Management Department**  
Real Property Division  
509 East Avenue South  
Clearwater, FL 33756

until LESSEE is notified otherwise in writing; and all notices given to the COUNTY hereunder shall be forwarded to the COUNTY at the foregoing address, by registered or certified mail, return receipt requested, until LESSEE is notified otherwise in writing. All notices given to the LESSEE hereunder shall be forwarded to LESSEE at the following address:

Attn: Chairman  
Palm Harbor Community Services Agency, Inc.  
2330 Nebraska Avenue  
Palm Harbor, FL 34683

by registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

24. **AUDIT:** LESSEE agrees to maintain complete and accurate records of all business related to this Agreement. All records shall be maintained in accordance with COUNTY policy, and inspection of records shall be pursuant to Chapter 119, F.S. In addition, COUNTY reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2. LESSEE agrees to retain all business records required by this paragraph for at least three (3) years beyond the term of the Lease or any extensions thereof.

25. **QUIET ENJOYMENT:** The COUNTY covenants and agrees that upon LESSEE performing all of the covenants and conditions aforesaid on LESSEE'S part to be observed and performed, the LESSEE shall and may peaceably and quietly have, hold and enjoy the Premises hereby for the term aforesaid.

26. **SUCCESSORS AND ASSIGNS:** The covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the LESSEE to assign or sublet LESSEE'S interest under this Lease is and shall be subject to the written consent of the COUNTY as hereinabove provided, which provision is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

27. COUNTY RESERVATION FOR DISASTER RELIEF: Notwithstanding other provisions of this Lease, COUNTY expressly reserves the right to utilize the Premises for disaster preparedness and/or disaster relief activities. Determining the need to exercise this right will be in the sole discretion of COUNTY, but will not preclude LESSEE'S continued use of the Premises to the extent it does not interfere with COUNTY'S disaster-related activities or any other provisions of this Lease.

28. PUBLIC ENTITY CRIME ACT: LESSEE is directed to the Florida Public Entity Crime Act, section 287.133, Florida Statutes, as amended from time to time, and the COUNTY'S requirement that the LESSEE comply with it in all respects prior to and during the term of this Lease.

29. RADON GAS: 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 found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

30. HAZARDOUS SUBSTANCES: LESSEE shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. LESSEE shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

LESSEE shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which LESSEE has actual knowledge. If LESSEE learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, LESSEE shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal Laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

31. TERMINATION OF TEMPORARY ACCESS & USE LICENSE AGREEMENT:

The current Temporary Access and Use agreement for of the Premises shall terminate upon approval of this Lease Agreement.

32. EVENT CALENDAR: PHCSA shall manage and maintain an "Event Calendar" for activities and special events requesting use of the Harbor Hall, Rheba Sutton White Chapel, and on-site parking. In no event shall any street closure event be allowed to impact parking for previously scheduled special events at the Premises.

Per the calendar, street closures that occur downtown whether Florida Ave, or Georgia Ave, 11<sup>th</sup> or 12<sup>th</sup> Avenues will be processed by Pinellas County like all other venues submitting requests. Use of the White Chapel/Harbor Hall parking lot for street closure events will be subject to approval by PHCSA, prior to permit application with the County. PHCSA has business offices located at 1500 – 16th Street, Palm Harbor, FL.

33. ENTIRE AGREEMENT: This Lease Agreement, as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter that performance or the rights of the Parties as hereinbefore stated.

THE BALANCE OF THIS PAGE IS LEFT BLANK INTENTIONALLY  
SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement the day and year first above written.

WITNESS:

By: *Deborah Griswold*

Print Name: DEBORAH GRISWOLD

Title: HR Clerk

LESSEE: PALM HARBOR COMMUNITY SERVICES AGENCY, INC.

By: *Rex Haslam*

Print Name: Rex Haslam

Title: Chairman PHCSA

ATTEST: KEN BURKE, Clerk of the Court

By: *Ken Burke*

Deputy Clerk

(SEAL)

PINELLAS COUNTY, FLORIDA

By and through its Board of  
County Commissioners

By: *Susan Fatvale*

*vice chair*

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY

By: *M. Las*

Sr. Asst County Attorney

**EXHIBIT "A"**  
**Aerial & Site Location Map**  
**1190 Georgia Avenue, Palm Harbor**



**Exhibit "B"**  
**COUNTY's Repair and Renovation List**

**White Chapel:**

1. Rotting wood on exterior – to be completed by County during FY14
2. Termite Treatment - completed
3. A relay switch on one of the A/C condensers needs replacement - complete
4. Windows leak during rain events – to be completed by County during FY14
5. Replace door hardware on the interiors of the NE and SW doors during FY14
6. Repair the SE door jamb to accommodate proper closing of the door during FY14
7. Lubricate or replace rusted hinges on front door during FY14
8. Repair or replace two ceiling fans on the second floor during FY14

**Harbor Hall:**

1. Rotting window frames – to be completed by County during FY14
2. Termite Treatment - completed
3. Bathroom tile and grout need to be deep cleaned and sealed – to be completed by County during FY14
4. Interior and exterior need to be painted – to be completed by County during FY14
5. Parking lot needs to be restriped – to be completed by County during FY14
6. Electrical issues with parking lot lights – to be completed by County during FY14

<b>EXHIBIT C – INSURANCE REQUIREMENTS</b>
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**Notice:** The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Lessee/Licensee shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Lessee/Licensee shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com); be sure to include the organization's unique identifier, which will be provided upon notice of award. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph four (4) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the expiration of a lease/license term, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Lessee/Licensee shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Lessee/Licensee from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Lessee/Licensee, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Lessee/Licensee for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Lessee/Licensee.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using

**EXHIBIT C – INSURANCE REQUIREMENTS**

employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Lessee/Licensee and any subcontractor(s).

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows

(A) Workers' Compensation Insurance

Limit	Florida Statutory
<b>Employers' Liability Limits</b>	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury. Policy must not contain any Sexual Misconduct or Physical Abuse exclusion.

<b>Limits</b>	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy

<b>Limit</b>	
Combined Single Limit Per Accident	\$ 1,000,000

- (D) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (A), (B), and (C) above:

<b>Limits</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

(E) Liquor Liability Insurance

<b>Limits</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- (F) Property Insurance Lessee/Licensee will be responsible for all damage to its own property, equipment and/or materials.

## **EAST LAKE COMMUNITY LIBRARY OPERATING AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the 8<sup>th</sup> day of October, 2013, ("Effective Date") by and between the Palm Harbor Community Services Agency, Inc., a Florida not-for-profit corporation ("Agency"), and Pinellas County, a political subdivision of the State of Florida ("County"), for and on behalf of the East Lake Library Municipal Services Taxing Unit ("East Lake Library MSTU").

### **WITNESSETH:**

**WHEREAS**, pursuant to Chapter 163, Florida Statutes, the County and participating municipalities have entered into an Interlocal Agreement effective as of October 1, 2013, providing for the continuation of the cooperative library program for Pinellas County administered by the Pinellas Public Library Cooperative, Inc. ("Cooperative"), in order to provide, extend and/or improve library services to the unincorporated areas of the County and the municipalities that are members of the Cooperative (the "Library Interlocal Agreement"); and

**WHEREAS**, pursuant to the authority granted in Chapter 85-489, Laws of Florida, Section 114-212, et seq., Pinellas County Code, Chapter 125, Florida Statutes, and other applicable statutes and regulations (together the "Act"), the County, Agency, Cooperative, and the East Lake Community Library Advisory Board, Inc. ("Advisory Board") entered into a series of agreements funding the East Lake Community Library ("ELCL"), including most recently the Amended and Restated Agreement dated March 19, 2008, providing for the establishment and operation of a public library within the same boundaries of the East Lake Special Fire Control District; and

**WHEREAS**, pursuant to Section 114-330, et seq., Pinellas County Code, on May 21, 2013, the County established the East Lake Library MSTU providing for the levy of not exceeding 0.25 mill for library programs and facilities within East Lake which, along with other available funding sources, will provide a stable funding source for the operations of the ELCL as provided herein; and

**WHEREAS**, the parties hereto desire to continue to realize the economies of scale and benefits achieved by utilizing the operational and management services of the Agency for ELCL, while recognizing that the ELCL should be operated as an independent and self-sufficient library to the fullest extent possible under the Library Interlocal Agreement, applicable laws, and this Agreement; and

**WHEREAS**, the parties hereto intend that ELCL will reimburse the Agency for any of the operational and management services provided to the ELCL as provided in this Agreement; and

**WHEREAS**, the parties recognize that the Advisory Board should continue to provide policy guidance and input on ELCL issues to the ELCL Director.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:



1. **Purpose.** The purpose of the Agreement is to provide for the day-to-day management and operation of the business and affairs of ELCL during the term hereof.
2. **Maintenance of Library Facility.** The County and the Agency have entered into a lease for the ELCL dated June 8, 1999, as amended (the "Lease"). The terms and conditions of the Lease shall govern the use and maintenance of the ELCL facility.
3. **Funding for Library Operations and Facilities.** The personnel, operating and capital expenses necessary for the operations of the ELCL shall be funded from funds lawfully appropriated by the County in the East Lake Library MSTU, as well as funding from other legally available sources, including the Cooperative. The Agency shall prepare and submit an annual budget for the ELCL as part of the annual budget proposal submitted to the County by the Agency, which shall include revenues from all sources, including the Cooperative, beginning fund balances, East Lake Library MSTU revenues, and any other revenue sources. All expenditures for personnel and operating expenses of the ELCL during the term of this Agreement shall be made in accordance with the annual budget for the ELCL approved by the County for the fiscal year in which the expenditures are made. Capital expenditures shall be made in accordance with the procedures and requirements in place as agreed to by the Agency and the County. The Agency will request the funds allocated by the County for the ELCL in accordance with and subject to the following:
  - A. The County shall budget funds from taxes collected in the East Lake Library MSTU, and not from other sources available to the Palm Harbor Library or Cooperative, to the extent permitted by Florida law and consistent with the Library Interlocal Agreement, and to the extent said funds are deemed by the County to be necessary for the personnel, operating and capital expenses of the ELCL.
  - B. During the term hereof, no funds budgeted, appropriated, or designated for the Palm Harbor Library, regardless of source, will be expended on the ELCL, except for funds managed by the Palm Harbor Library for the express benefit of the ELCL as provided herein.
  - C. During the term hereof, all expenditures made pursuant to the approved budget on behalf of the ELCL shall be made only after approval in accordance with the financial policies of the Agency, as may be from time to time amended by the Agency.
  - D. The County shall pay to the Agency the funds budgeted for the ELCL program upon receipt of a payment request from the Agency, and at no time shall the Agency advance funds for the ELCL.
  - E. Any funds received in excess of the annual budgets for the ELCL, such as donations, fines, or fees, will be deposited into the accounts of and utilized for the benefit of the ELCL.

- F. During the term hereof, the Agency shall be reimbursed for administrative expenses from funds allocated for the ELCL for any additional services provided to the ELCL by the Agency at rates established by the Agency, which shall be subject to approval by the County.
- G. The Agency shall establish separate bank accounts for the ELCL, and all funds received for, and all expenditures made on behalf of, the ELCL programs shall be deposited into and made solely from these accounts.
- H. Within ninety (90) days of the end of the fiscal year of the ELCL, audited financial statements covering the operations of the ELCL for the fiscal year, including statements of income, balance sheets, and statements of changes in financial position, accompanied by an opinion issued in accordance with general accounting principles by an independent certified public accountant shall be provided to the Cooperative and the County. The Agency may, at its option, include this information in the Agency's annual audit. The Agency shall submit both the audit and an annual report describing the ELCL services provided for the prior fiscal year to the County in accordance with the requirements of the Agency Agreement with the County dated August 11, 1998.

4. **Library Personnel and Operations.**

- A. **Employees.** All employees of the ELCL shall be employees of the Agency, subject to all personnel policies, standards and requirements of the Agency. There shall be an ELCL Library Director, who shall be hired by the Agency, with input from of the Advisory Board and the Cooperative Executive Director; provided, however, if agreed to by the Agency, the Palm Harbor Library Director may manage the operations of the ELCL with all powers and responsibilities of the ELCL Director as provided herein. The ELCL Director shall be supervised, evaluated (including salary recommendation), and disciplined by the Agency with input from the Advisory Board in accordance with the Agency's policies and procedures. All other personnel of the ELCL shall be hired, supervised, evaluated, and disciplined by the ELCL Director in accordance with the established personnel policies of the Agency. The ELCL Director and the Palm Harbor Library Director shall meet periodically as is necessary to review and update policies, procedures, and operations of the ELCL. All employees assigned to the ELCL shall be entitled to the same benefits as generally provided to the Agency employees. To the extent economically feasible, the Agency will secure separate insurance policies or benefits programs for the ELCL employees, such as health insurance, workers' compensation insurance, etc.
- B. **Operation.** During the term hereof, the ELCL shall be operated as a public library in accordance with the policies, regulations and procedures of the Agency, the Cooperative, and applicable Florida law. Any deviations from these policies, regulations and procedures shall take effect only after approval by the Agency, upon the recommendation of the Advisory Board. With regard to the operation of the ELCL:



- 1) The Advisory Board shall provide input to the Agency on ELCL long-term planning, services, and collections.
  - 2) The Palm Harbor Library Director on a regular basis shall meet with the ELCL Director and the Advisory Board to review and discuss common issues relating to library operations, including operating efficiencies, cost savings and other improvements to library services; provided that all parties hereto understand and agree that any duties of the Palm Harbor Library Director relating to the ELCL shall not interfere with the full time duties and responsibilities for the Palm Harbor Library.
  - 3) Hours and schedules for the ELCL shall be set by the ELCL Director, subject to Agency approval.
  - 4) Materials selection will be made by the ELCL Director subject to the collection development policies approved for the ELCL.
  - 5) Interlibrary loans and other requests made to the Cooperative libraries will initiate from the ELCL.
  - 6) Use of the Palm Harbor Library by East Lake Library MSTU residents will continue to be calculated as non-resident usage by the Palm Harbor Library. Usage of the ELCL by residents of areas outside the East Lake Library MSTU will be calculated as non-resident usage by the ELCL.
  - 7) The Agency owns and maintains all computers, printers and network equipment at the ELCL during the term of this agreement. Responsibility for said hardware and software repair and maintenance is the sole responsibility of the ELCL.
  - 8) The Agency shall purchase insurance for the ELCL out of funds designated for the ELCL, other than that required to be purchased by the Agency in accordance with this agreement, naming the Agency and the Palm Harbor Library as additional insured.
- C. The Agency, from funds available in the annual budget for the ELCL program, shall secure and maintain the same types and amounts of insurance coverage for the ELCL program as required by the Agency, or as otherwise required in the Lease or other governing documents.

5. **Miscellaneous.**

- A. This Agreement shall take effect on October 1, 2013, and continue in full force and effect until September 30, 2015, unless otherwise terminated as provided herein. The term of this Agreement may be extended for additional one-year terms by mutual written agreement of the parties.

- B. Notwithstanding any other provision herein, this Agreement and all obligations herein, are subject to and conditioned upon the availability of funds lawfully appropriated and available for the purposes established in this Agreement.
- C. Notwithstanding any other provision herein, if any party referenced in this subsection determines in its sole discretion that it would be impracticable to continue the relationship as provided herein, the Agency or County may terminate this Agreement as a party to this Agreement upon sixty (60) days' written notice to the other parties hereto or otherwise mutually agreed to by the parties.
- D. To the extent permitted by law, the Agency shall indemnify and hold harmless the County, its officers, agents, and employees from all damages, judgments, claims, expenses, costs (including interest), court costs and attorney's fees, arising out of or connected with the operations of the ELCL, not resulting from the County's sole active negligence.
- E. All notices, authorizations, requests, or communications in connection with this Agreement shall be directed to the County Administrator, or designee, for the County, and the Chair for the Agency, as set out herein. Notices required by this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier, charges prepaid, return receipt requested. The designated person(s) may be amended by either party by giving written notice to the other party:

The County's contact is:

County Administrator  
Pinellas County Courthouse  
315 Court Street  
Clearwater, FL 33756

and the Agency's contact is:

Chair  
Palm Harbor Community Services Agency, Inc.  
2330 Nebraska Avenue  
Palm Harbor, FL 34683-3609

with a copy to the Advisory Board contact:

Chair  
East Lake Community Library Advisory Board, Inc.  
4125 East Lake Road  
Palm Harbor, FL 34685-4128

- F. This Agreement is not assignable without the written consent of the non-assigning parties hereto.

G. This Agreement may be amended upon the written consent of all the parties hereto.

H. The ELCL Funding Agreement effective December 1, 2003, is hereby terminated and shall be of no further force and effect as of the Effective Date.

6. **Fiscal Nonfunding.** The funds to be used for services performed pursuant to this Agreement are subject to periodic appropriation of funds by the County. Further obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay for any services performed under this Agreement beyond the portion for which funds are appropriated. Such failure of appropriation shall not constitute a breach of this Agreement. The County agrees to promptly notify the Advisory Board in writing of such failure of appropriation.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed.

PINELLAS COUNTY, a political subdivision  
of the State of Florida, for and on behalf of the  
East Lake Library Municipal Services Taxing Unit

PALM HARBOR COMMUNITY  
SERVICES AGENCY, INC.

By: Kenneth T. Welch  
Kenneth T. Welch, Chair

By: Rex Haslam  
Rex Haslam, Chair

ATTEST  
KEN BURKE, CLERK OF COURT  
By: Deputy Clerk  
Deputy Clerk

APPROVED AS TO FORM

By: [Signature]  
Office of the County Attorney

I, KEN BURKE, Clerk of the Circuit Court and Clerk  
Ex-Officio, Board of County Commissioners, do  
hereby certify that the above and foregoing is a true  
and correct copy of the original as it appears in the  
official files of the Board of County Commissioners  
of Pinellas County, Florida. Witness my hand and  
seal of said County FL this 13 day of  
October, A.D. 2013  
KEN BURKE, Clerk of the Circuit Court Ex-Officio  
Clerk of the Board of County Commissioners,  
Pinellas County, Florida  
By: James Batiste  
Deputy Clerk

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**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement") made this 28 day of MARCH 2018, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the Palm Harbor Community Services Agency, Inc., hereinafter referred to as "AGENCY", jointly referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, COUNTY owns a parcel of land depicted on Exhibit "B" and hereinafter referred to as "Premises"; and

**WHEREAS**, on June 24, 2014, COUNTY established the East Lake Recreation Services District MSTU for recreation services and facilities within East Lake; and

**WHEREAS**, the East Lake Recreation Services Operating Agreement ("Operations Agreement") provides for the AGENCY to act as the management service overseeing the East Lake Recreation Program ("Program"); and

**WHEREAS**, it is COUNTY'S intent to license Premises to AGENCY to facilitate and administer recreational activities thereon.

**NOW THEREFORE**, in consideration of the foregoing and the good and mutual covenants contained herein, the Parties agree as follows:

**1. USE**

COUNTY grants permission to AGENCY, including its employees, officers, contractors, subcontractors and consultants to enter, maintain and operate multi-purpose recreational athletic fields upon Premises at sole cost of the AGENCY. Operation and maintenance shall not create any obstruction or conditions which are or may become dangerous to the public or to the property and the rights of the COUNTY. AGENCY shall use the Premises only in accordance with current land use and zoning requirements and any conditions thereto, and solely for the purpose of operating multi-purpose recreational athletic fields, associated pervious parking and other allowed improvements. It is the intent of the Parties that

AGENCY will comply with those applicable statements contained with the Operations Agreement as pertain to regulations operations. Activities upon the facilities must be contained within the boundaries of the granted Premises, so as to avoid any impact to adjacent park property. Fencing shall be maintained by the AGENCY to delineate the Premises and serve to contain vehicles at sole cost of AGENCY.

## **2. ACCESS**

AGENCY shall have access to the Premises seven (7) days a week. COUNTY shall have the right to inspect, or to make repairs to any property owned or controlled by COUNTY therein. Such repairs shall not unduly interfere with AGENCY business, except as is naturally necessitated by the nature of the repairs being affected.

## **3. TERM**

This Agreement shall commence upon full execution by both Parties and shall remain in effect until either party terminates with one-hundred eighty (180) days' notice in writing to the other party, unless otherwise terminated for cause.

## **4. UTILITIES**

AGENCY shall be responsible for installation, maintenance, and payment of any and all utilities on the Premises including but not limited to: electric, trash, waste disposal, sewer and water services. COUNTY shall not be liable in any manner for damages to AGENCY, or for any other claim by AGENCY resulting from any interruption in utility services.

## **5. STANDARDS AND PERMITS**

Any work done, including signage and fencing, pursuant to this Agreement must be in keeping with all applicable standards and permitting requirements, or any other requirements by COUNTY or its agents. AGENCY retains responsibility for obtaining all applicable state and local permits. All compaction done with Premises must meet COUNTY Minimum Standards.

## **6. PROPERTY RIGHTS**

This Agreement creates a permissive use only and granting of same nor the placing of any improvements upon or under the Premises hereto shall operate to create or to vest any property rights in AGENCY. Furthermore, the grant of the Agreement shall not restrict the right and interest of COUNTY in the general use, maintenance, and quiet enjoyments of the Premises and shall not interfere with the property and rights of COUNTY.

COUNTY reserves the right to provide or assist with landscaping in and around the Premises, subject to COUNTY approved native Florida horticulture.

#### **7. OWNERSHIP OF IMPROVEMENTS**

Any alterations, additions, improvements and partitions erected by AGENCY shall be and remain the property of AGENCY during the term of this Agreement unless any alterations, additions, improvements and partitions are otherwise identified as property of the COUNTY. Said alterations, additions, improvements and partitions that are the property of COUNTY as of the date of termination of the Agreement or upon earlier vacating of the Premises, shall be delivered to COUNTY with the Premises. Notwithstanding this provision, any alterations, additions, improvements and partitions which remain the property of AGENCY may be removed by AGENCY without damage to the Premises at AGENCY'S election, or may remain and become the property of COUNTY and delivered to COUNTY with the Premises.

#### **8. MAINTENANCE OF PROPERTY**

AGENCY shall keep every part and portion of the Premises in good repair and in a neat, orderly, clean, safe and healthful condition in compliance with all codes and laws. AGENCY will observe and comply with all requirements, regulations, and governmental directions with respect to the environmental protection of the Premises. AGENCY shall also maintain Premises so there is no overgrowth of weeds, infestation of exotic plantings or vermin, pollution by fertilizer or pesticide, insecticide, herbicide or other agricultural-use chemicals, and shall maintain proper erosion and storm-water runoff control. Any application of fertilizer, pesticide, insecticide, herbicide and/ or agricultural-use chemicals must be used in compliance with manufacturers' instructions and the Pinellas County Code.

COUNTY retains the right to access the Premises to inspect and test as COUNTY deems necessary. COUNTY shall maintain all existing roads to the Premises.

AGENCY shall ensure adherence to the guidelines submitted by the US Consumer Product Safety Commission (CPSC) within the CPSC Document #326, *Guidelines for Movable Soccer Goal Safety*, (Exhibit "C"), attached hereto and made a part hereof.

#### **9. SPECIAL CONDITIONS – OPERATING IN A WELLFIELD PROTECTION ZONE**

- A. A monitor well has been constructed by the County between the soccer field facility and the closest public supply well. The purpose of the monitor well is to detect any impact of facility operations to the groundwater resource. COUNTY has developed a groundwater monitoring plan specific to this purpose and submits said report to Pinellas County Utilities Department for approval. AGENCY shall apply for a permit to operate within the Wellhead Zone of Protection from the COUNTY's Utilities Department by submission of an application for General Exemption and approval. A Certificate will be required for the AGENCY to operate the subject facility, including a provision for COUNTY to monitor groundwater.

#### **10. HAZARDOUS SUBSTANCES**

AGENCY shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. AGENCY shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

AGENCY shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which AGENCY has actual knowledge. If AGENCY learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance

affecting the Premises is necessary, AGENCY shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal Laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection, including but not limited to the Pinellas County Wellhead Protection Ordinance.

#### **11. COVENANT AGAINST LIENS**

AGENCY shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in Premises herein or on the building or other improvements thereon, and shall notify all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with AGENCY with respect to Premises or any part thereof that they must look to AGENCY to secure payment of any bill for work done or material furnished or for any other purpose during the term of this License.

#### **12. RISK OF LOSS**

COUNTY shall not be responsible for damage to or loss of any building, structure, facility, personal property, fixtures, furniture, or equipment belonging to AGENCY, caused by or resulting from fire, flood, or any other casualty. AGENCY shall obtain and be solely responsible for keeping the Premises and all buildings, improvements, facilities and structures, and all personal property thereon insured against loss or damage by fire, flood, or other casualty.

#### **13. WAIVER:**

One of more waivers of any covenant or condition by the COUNTY shall not be construed as a waiver of a subsequent breach of the same or any other covenant or conditions herein, and the consent or approval by COUNTY to or of any act by AGENCY requiring the



COUNTY's consent or approval shall not be construed as consent or approval to or of any subsequent similar or any other act by AGENCY.

#### **14. DEFAULT**

The Parties covenant and agree that if either Party violates any of the covenants of this License Agreement, the other Party shall provide written notice to the defaulting Party. The defaulting Party shall have ten (10) days from receipt of notice to correct same.

#### **15. TERMINATION**

Either Party reserves the right to cancel and terminate this Agreement, without cause, by giving one-hundred eighty (180) days prior notice to the other Party of the intention to cancel and terminate. Either party also reserves the right to terminate this Agreement for cause if the other party is in default and fails to cure the default as provided herein.

#### **16. INDEMNIFICATION**

AGENCY covenants and agrees that it will indemnify, keep and hold harmless and defend COUNTY, its agents, officials, and employees against all claims, suits, actions, or proceedings for injuries, deaths, losses, damages, parent claims, liabilities, judgements, costs and expenses which may accrue or be asserted against COUNTY arising out of any activities on the Premises and AGENCY's performance of, or its failure to perform, the Program referenced in this Agreement or the use of the Premises whether or not contemplated under the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of AGENCY or its employees or of the subcontractors or its employees, if any, or the agents of AGENCY. AGENCY expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by or on behalf of AGENCY shall in no way limit AGENCY's responsibility to indemnify, keep and save harmless, and defend COUNTY as provided herein.

AGENCY's agreement and obligation to indemnify, keep and save harmless, and defend COUNTY shall also extend to, cover, and relate to any claim, suit, or action arising from or predicated upon COUNTY's ownership of the Premises. AGENCY's obligation and

agreement to indemnify, save and hold harmless, and defend COUNTY and those operating under its explicit direction does not include any negligent act of COUNTY or any of its officials, agents, or employees as aforesaid. Notwithstanding, however, nothing herein shall be construed as a waiver of COUNTY's sovereign immunity pursuant to §768.28, Florida Statutes.

The indemnity hereunder shall continue until such time as any and all claims arising out of AGENCY's performance or failure to perform under the terms of this Agreement and use of the Premises have been finally settled, regardless of when any such claims may be made.

## 17. SIGNAGE

AGENCY shall submit both size and shape of any signage to be placed upon the Premises to COUNTY for approval, prior to any installation. Such approval shall not be unreasonably withheld.

## 18. INSURANCE

AGENCY shall provide all insurance requirements as noted within "Exhibit A", attached hereto and made a part hereof.

## 19. NOTICES AND REPRESENTATIVES

All notices to COUNTY shall be sent Certified mail return receipt requested, to the following address(es) unless otherwise informed:

Pinellas County  
Real Estate Management  
Attention: Real Property Division Manager  
509 East Avenue South  
Clearwater, FL 33756

Pinellas County  
Parks and Conservation Services  
12520 Ulmerton Rd.  
Largo, FL 33774

Notices to AGENCY shall be sent Certified mail return receipt requested, to the following address unless otherwise informed:

Palm Harbor Community Services Agency  
Attention: Chair  
2330 Nebraska Avenue  
Palm Harbor, FL 34683-3609

East Lake Youth Sports Association  
Attention: President  
~~P.O. Box 1063~~ 36181 E. LAKE RD  
~~Oldsmar, FL 34677~~ PALM HARBOR  
34685

**20. APPLICABLE LAW**

This Agreement shall be governed and construed in accordance with the applicable laws of the State of Florida. Venue shall be Pinellas County, Florida.

**21. OBSERVANCE OF LAWS**

AGENCY agrees to observe, comply with and execute promptly, at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities of all municipal departments, bureaus, board and officials, of all County, State, and Federal Boards and Agencies, and of insurance carries due to this use or occupancy of the Premises. All additions, alterations, installations, partitions or changes shall be in full compliance with the aforementioned authorities.

**22. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LICENSE**

Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third Party, as creating the relationship or principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of COUNTY and AGENCY. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of such sections of this Agreement.

**23. RIGHTS TO AMENDMENTS**

No alterations or variations of the terms of the Agreement shall be valid unless made in writing and approved by both Parties.

**24. TAXES AND ASSESSMENTS**

As may be applicable, AGENCY shall be solely responsible for the payment of any and all taxes or assessments that may be imposed.

**25. ASSIGNMENT AND SUBLETTING**

The AGENCY agrees not to assign or in any manner transfer this License or any interest therein without the previous written consent of COUNTY, and not to allow anyone to come in, with, through or under it without like consent. Such consent is at the sole discretion of COUNTY. Consent by COUNTY to one or more assignments of this License shall not operate as a waiver of COUNTY's right under this section. The provisions of this paragraph are not intended to prohibit the use by other groups.

**26. FISCAL FUNDING**

In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for purposes described herein, then this Agreement shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

**27. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements, representations and understandings of the Parties, written or oral.

**REMAINDER OF PAGE LEFT INTENTIONALL BLANK**

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

WITNESSES:

By: Deborah E. Grunwald

Print Name: Deborah E. Grunwald

By: Catherine Houtsoumbas

Print Name: Catherine Houtsoumbas

AGENCY:

Palm Harbor Community Services Agency, Inc.

By: Robert Posavec

Print Name: ROBERT POSAVEC

Print Title: CHAIRMAN

(SEAL)

COUNTY: Pinellas County

By: Mark S. Woodard

Mark S. Woodard, County Administrator

WITNESSES:

By: Della Klug

Print Name: Della Klug

By: s/Jo Lugo

Print Name: Jo Lugo

**APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY**

By: \_\_\_\_\_

APPROVED AS TO FORM

By: Michael A. Zar

Office of the County Attorney

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**Attachment "A" INSURANCE REQUIREMENTS**

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**Notice:** PHCSA must provide a certificate of insurance and endorsement in accordance with the insurance requirements and procedures listed below.

- a) The PHCSA current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If PHCSA does not currently meet insurance requirements verification from their broker or agent that any required insurance not provided at that time of execution will be in place prior to commencement of work.
- b) Prior to commencement of work, PHCSAs shall email their certificate of Insurance to [InsuranceCerts@Pinellascounty.org](mailto:InsuranceCerts@Pinellascounty.org). The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Term of the Agreement.
- d) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the PHCSA to the County at least thirty (30) days prior to the expiration date.
  - (1) PHCSA shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said PHCSA from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; Nothing contained herein shall absolve PHCSA of this requirement to provide notice.
  - (2) Should the PHCSA, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement the County, at its sole discretion, may purchase such coverages necessary for the protection of the County and charge the PHCSA for such purchase or offset the cost against amounts due to PHCSA for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- e) The County reserves the right, but not the duty, to review and request a copy of the PHCSA most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

**Attachment "A" INSURANCE REQUIREMENTS**

- f) If subcontracting is allowed under the terms of the Agreement, the PHCSA shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-PHCSA to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the sub-PHCSA; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between PHCSA and its sub-PHCSA shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall:
- (a.) Require each sub-PHCSA to be bound to PHCSA to the same extent PHCSA is bound to the County by the terms of the Agreement, as those terms may apply to the portion of the Work to be performed by the sub-PHCSA;
  - (b.) Provide for the assignment of the subcontracts from PHCSA to the County at the election of Owner upon termination of the Agreement;
  - (c.) Provide that any Party listed in (h)(3) below will be an additional indemnified party of the subcontract;
  - (d.) Provide that any Party listed in (h)(3) below will be an additional insured on all insurance policies required to be provided by the sub-PHCSA except workers compensation and professional liability;
  - (e.) Provide waiver of subrogation in favor of any Party listed in (h)(3) below and other insurance terms and/or conditions as outlined below;
  - (f.) Assign all warranties directly to the County; and
  - (g.) Identify the County as an intended third-party beneficiary of the subcontract.
- (2) PHCSA shall make available to each proposed sub-PHCSA, prior to the execution of the subcontract, copies of this Agreement to which the sub-PHCSA will be bound by same requirements and identify to the sub-PHCSA any terms and conditions of the proposed subcontract which may be at variance with the Agreement.
- g) The PHCSA shall obtain and maintain at all times during its performance of the agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, PHCSA shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from companies Licensed to do business in the State of Florida and have an AM Best rating of A- VIII or better.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If responding PHCSA is a Joint Venture as outlined in the solicitation the certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the same requirements with regard to limits, terms and conditions, including completed operations coverage.
  - (2) Any company issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of awarded PHCSA.
  - (3) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the PHCSA and any sub-PHCSAs to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a Political Subdivision of the State of Florida as an Additional Insured. Indicating coverage on certificate boxes is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with Certificate.

**Attachment "A" INSURANCE REQUIREMENTS**

- (4) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (6) All policies shall be written on a primary, non-contributory basis.



**Attachment "A" INSURANCE REQUIREMENTS**

- (7) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the PHCSA is only using employees named on such list to perform work for the County. Should employees not named be utilized by PHCSA, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the PHCSA to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the PHCSA and sub-PHCSA(s). Indicating such coverage on certificate is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with Certificate.
- (9) For acceptance of any coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of required limits per occurrence by line of coverage
- i) The minimum insurance requirements and limits for this agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

**(1) Workers' Compensation Insurance**

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

**(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.**

Limits

Combined Single Limit Per Occurrence	\$1,000,000
Products/Completed Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

**Attachment "A" INSURANCE REQUIREMENTS**

- (3) Business Automobile or Truckers' Garage Liability Insurance covering owned, hired, and non-owned vehicles including loading and unloading coverage. If the PHCSA does not own any vehicles, then evidence of Hired and Non-owned coverage under Commercial General Liability is sufficient. Coverage shall be on an "occurrence" basis. Insurance is to include coverage for loading and unloading hazards, unless PHCSA can show that this coverage exists under the Commercial General Liability policy.

**Limit**

Combined Limit Per Accident	\$1,000,000
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- (4) Property Insurance PHCSA will be responsible for all damage to its own property, equipment and/or materials.

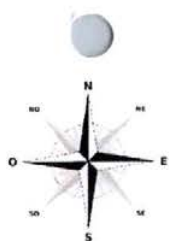


Exhibit "B"



## **Exhibit "C"**



# **GUIDELINES FOR MOVABLE SOCCER GOAL SAFETY**

**January 1995  
U.S. Consumer Product Safety Commission  
Washington, D.C. 20207**

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## 1. Introduction

This handbook presents guidelines for the installation, use and storage of full-size or nearly full-size movable soccer goals. The U.S. Consumer Product Safety Commission (CPSC) believes these guidelines can help prevent deaths and serious injuries resulting from soccer goal tipover. Publication of the handbook is intended to promote greater safety awareness among those who purchase, install, use, and maintain movable soccer goals.

These guidelines are intended for use by parks and recreation personnel, school officials, sports equipment purchasers, parents, coaches, and any other members of the general public concerned with soccer goal safety.

These guidelines are intended to address the risk of movable soccer goal tipover. They are not a CPSC standard, nor are they mandatory requirements. Therefore, the Commission does not endorse them as the sole method to minimize injuries associated with soccer goals.

## 2. Soccer Goal Injuries and Deaths

According to the 1994 National Soccer Participation Survey (Soccer Industry Council of America), over 16 million persons in the United States play soccer at least once a year. Seventy-four percent (over 12 million) of these persons are under the age of 18. Soccer ranks fourth in participation for those under 18, following basketball, volleyball, and softball and well ahead of baseball, which has an annual participation of 9.7 million.

There are approximately 225,000 to 500,000" soccer goals in the United States. Many of these soccer goals are unsafe because they are unstable and are either unanchored or not properly anchored or counter-balanced. These movable soccer goals pose an unnecessary risk of tipover to children who climb on goals (or nets) or hang from the crossbar.

The CPSC knows of four deaths in 1990 alone and At least 21 deaths during the past 16 years (1979-1994) associated with movable soccer goals. In addition, an estimated 120 injuries involving falling goals were treated each year in U.S. hospital emergency rooms during the period 1989 through 1993. Many of the serious incidents occurred when the soccer goals tipped over onto the victim. Almost all of the goals involved in these tipovers appeared to be "home-made" by high school shop classes, custodial members, or local welders, not professionally manufactured. These "home-made" goals are often very heavy and unstable.

The majority of movable soccer goals are constructed of metal, typically weighing 150-500" pounds. The serious injuries and deaths are a result of blunt force trauma to the head, neck, chest, and limbs of the victims. In most cases this occurred when the goal tipped or was accidentally tipped onto the victim. In one case an 8-year-old child was fatally injured when the movable soccer goal he was climbing tipped over and struck him on the head. In another case, a 20-year-old male died from a massive head trauma when he pulled a goal down on himself while attempting to do

chin-ups. In a third case, while attempting to tighten a net to its goal post, the victim's father lifted the back base of the goal causing it to tip over striking his 3-year-old child on the head, causing a fatal injury.

High winds can also cause movable soccer goals to fall over. For example, a 9-year-old was fatally injured when a goal was tipped over by a gust of wind. In another incident, a 19-year-old goalie suffered stress fractures to both legs when the soccer goal was blown on top of her.

### **3. Rules of Soccer**

From the Federation of International De Football Associations' (FIFA) *Laws of the Game, Guide for Referees, July 1993.*

"Goal-posts and cross-bars must be made of wood, metal, or other approved material as decided from time to time by the International Football Association Board. They maybe square, rectangular, round, half round, or elliptical in shape."

"Goal-posts and cross-bars made of other materials and in other shapes are not permitted. The goal-posts must be white in color."

"The width and depth of the cross-bar shall not exceed 5 inches(12 cm)."

From the National Federation of State High School Associations' (NFSHSA) 1994-95 *National Federation Edition-Soccer Rules Book.*

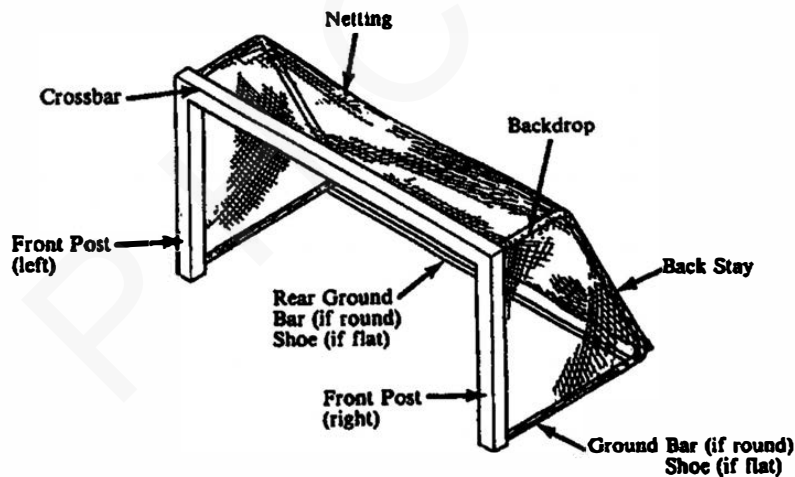
"They shall consist of 2 upright (posts) 4 inches but not more than 5 inches (0.10m by 0. 12m)...the tops of the posts shall be joined by a 4 inches but not more than 5 inches (0. 10m by 0.12m) horizontal crossbar..."

From the National Collegiate Athletic Associations' (NCAA) *Rules for Soccer.*

"...and shall consist of two wooden or metal posts, . . . the width or diameter of the goal-posts and crossbar shall not be less than 4 inches (10.16 cm) nor more than 5 inches (12.7 cm)."

#### 4. Design/Construction Guidelines

While a movable soccer goal appears to be a simple structure, a correctly designed goal is carefully constructed with counterbalancing measures incorporated into the product. The common dimensions of a full-size goal are approximately 7.3 m (24 ft.) in width by 2.4 m (8 ft.) in height and 1.8 m (6 ft.) in depth (see Figure 1). The stability of a soccer goal depends on several factors. One effective design alternative uses a counterbalancing strategy by lengthening the overall depth of the goal to effectively place more weight further from the goal's front posts (more weight at the back of the goal). A second design selects lightweight materials for the goal's front posts and crossbar and provides much heavier materials for the rear ground bar and frame members. This tends to counterbalance the forces working to tip the goal forward. Another design uses a heavy rear framework and folds flat when not in use, making the goal much less likely to tip over. Finally, after these various designs are considered, it is imperative that ALL movable soccer goals be anchored firmly in place at all times (see section 5).

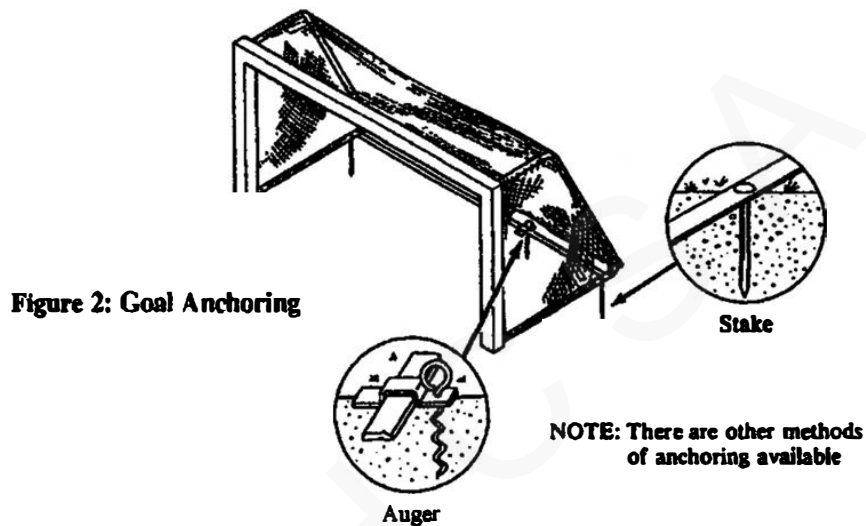


**Figure 1: Components of a Movable Soccer Goal**



### 5. Anchoring/Securing/Counterweighting Guidelines

A properly anchored/counterweighted movable soccer goal is much less likely to tip over. Remember to secure the goal to the ground (preferably at the rear of the goal), making sure the anchors are flush with the ground and clearly visible. It is **IMPERATIVE** that **ALL** movable soccer goals are always anchored properly (see Figure 2). There are several different ways to secure your soccer goal. The number and type of anchors to be used will depend on a number of factors, such as soil type, soil moisture content, and total goal weight.



#### Anchor Types

##### ● Auger style

This style anchor is “helical” shaped and is screwed into the ground. A flange is positioned over the ground shoes (bar) and rear ground shoe (bar) to secure them to the ground. A minimum of two auger-style anchors (one on each side of the goal) are recommended. More may be required, depending on the manufacturer’s specifications, the weight of the goal, and soil conditions.

**Figure 3.1: Auger Style Anchor**



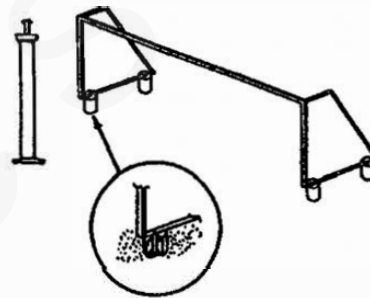
### • Semipermanent

This anchor type is usually comprised of two or more functional components. The main support requires a permanently secured base that is buried underground. One type (3.2a) of semipermanent anchor connects the underground base to the soccer goal by means of 2 tethers. Another design (3.2b) utilizes a buried anchor tube with a threaded opening at ground level. The goal is positioned over the buried tube and the bolt is passed through the goal ground shoes (bar) and rear ground shoe (bar) and screwed into the threaded hole of the buried tube.

**Figure 3.2a: Semipermanent Anchor**



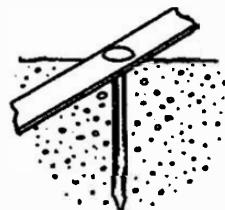
**Figure 3.2b: Semipermanent Anchor**



### • Peg or Stake style (varying lengths)

Typically two to four pegs or stakes are used per goal (more for heavier goals) (Figure 3.3). The normal length of a peg or stake is approximately 10 inches (250mm). Care should be taken when installing pegs or stakes. Pegs or stakes should be driven into the ground with a sledge-hammer as far as possible and at an angle if possible, through available holes in the ground shoes (bar) and rear ground shoe (bar) to secure them to the ground. If the peg or stake is not flush with the ground, it should be clearly visible to persons playing near the soccer goal. Stakes with larger diameters or textured surfaces have greater holding capacity.

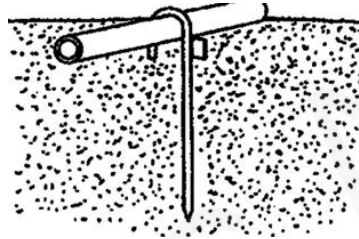
**Figure 3.3: Peg or Stake Style Anchor**



● **J-Hook Shaped Stake style**

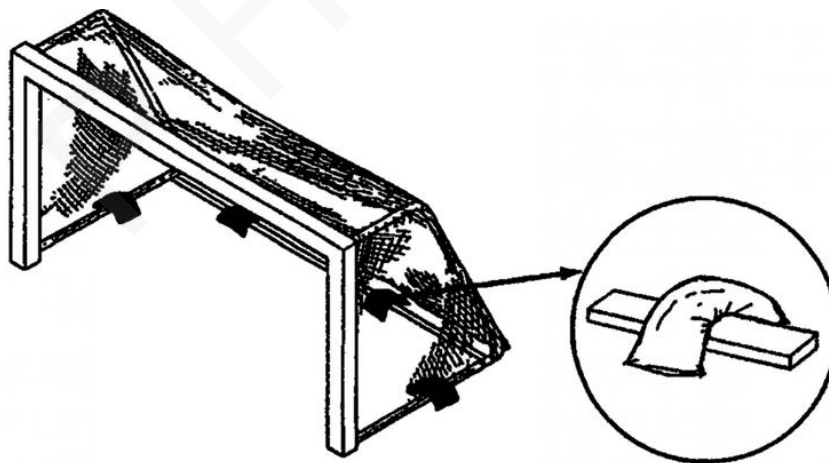
This style is used when holes are not pre-drilled into the ground shoes (bars) or rear ground shoe (bar) of the goal. Similar to the peg or stake style, this anchor is hammered, at an angle if possible, directly into the earth. The curved (top) position of this anchor fits over the goal member to secure it to the ground (Figure 3.4). Typically, two to four stakes of this type are recommended (per goal), depending on stake structure, manufacturers specifications, weight of goal, and soil conditions. Stakes with larger diameters or textured surfaces have greater holding capacity.

**Figure 3.4: J-Hook Anchor**



● **Sandbags/Counterweights**

Sandbags or other counterweights could be an effective alternative on hard surfaces, such as artificial turf, where the surface can not be penetrated by a conventional anchor (i. e., an indoor practice facility) (Figure 3.5). The number of bags or weights needed will vary and must be adequate for the size and total weight of the goal being supported.



**Figure 3.5: Sandbag Method of Anchoring**

(Rear) Ground Bar/Shoe

### ● Net Pegs

These tapered, metal stakes should be used to secure only the NET to the ground (Figure 3.6). Net pegs should NOT be used to anchor the movable soccer goal.

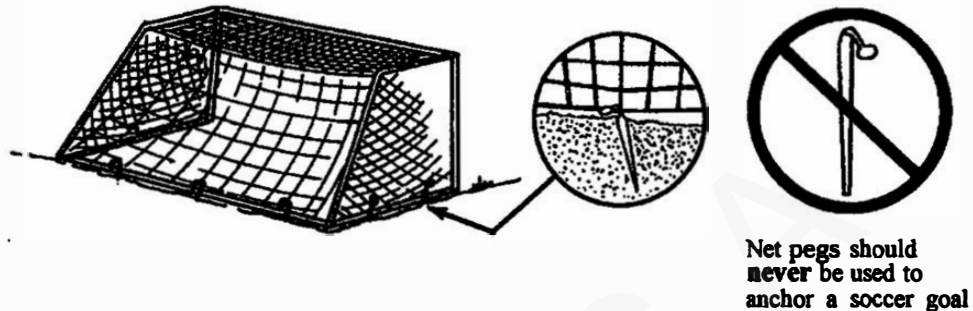


Figure 3.6: Net Pegs

## 6. Guidelines for Goal Storage or Securing When Goal is Not in Use

The majority of the incidents investigated by CPSC did not occur during a soccer match. Most of the incidents occurred when the goals were unattended. Therefore, it is imperative that all goals are stored properly when not being used. When goals are not being used always:

- a) Remove the net,
- b) Take appropriate steps to secure goals such as:
  - 1) Place the goal frames face to face and secure them at each goalpost with a lock and chain (see Figure 4.1 ),

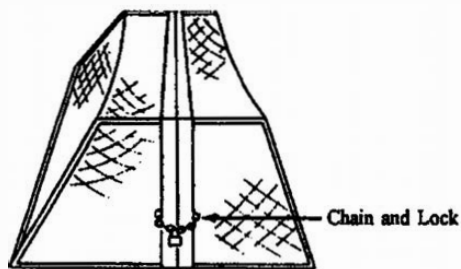
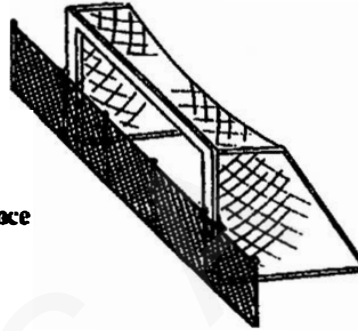


Figure 4.1: Join Goal Faces and Lock Together Using Chain and Lock

- 2) Lock and chain to a suitable fixed structure such as a permanent fence (see Figure 4.2),
- 3) Lock unused goals in a secure storage room after each use,
- 4) If applicable, fully disassemble the goals for seasonal storage, or
- 5) If applicable, fold the face of the goal down and lock it to its base.



**Figure 4.2: Attach Goal Face to Permanent Fence with a Chain Lock**

## **7. Conclusions/Safety Tips**

- Securely anchor or counterweight movable soccer goals at ALL times (see prior illustration).
- Anchor or chain one goal to another, to itself in a folded down position, or to nearby fence posts, dugouts, or any other similar sturdy fixture when not in use. If this is not practical, store movable soccer goals in a place where children cannot have access to them.
- Remove nets when goals are not in use.
- Check for structural integrity and proper connecting hardware before every use. Replace damaged or missing parts or fasteners immediately.
- NEVER allow anyone to climb on the net or goal framework.
- Ensure safety/warning labels (see Appendix C) are clearly visible (placed under the crossbar and on the sides of the down-posts at eye level).
- Fully disassemble goals for seasonal storage.
- Always exercise extreme caution when moving goals and allow adequate manpower to move goals of varied sizes and weights. Movable soccer goals should only be moved by authorized and trained personnel.
- Always instruct players on the safe handling of and potential dangers associated with movable soccer goals.
- Movable soccer goals should only be used on LEVEL (flat) fields.

## **Appendix A. List of Soccer Organizations**

### **Federation of International De Football Association**

Hitzigweg 11,8030  
Zurich, Switzerland  
Telephone 41-1-384-9595

### **National Federation of State High School Associations**

11724 NW Plaza Circle  
Box 20626  
Kansas City, Missouri 64195-0626  
Telephone (816) 464-5400

### **National Collegiate Athletic Association**

6201 College Blvd  
Overland Park, Kansas 66211-2422  
Telephone (913) 339-1906

## **APPENDIX B. For Further Information**

For further information on soccer goal anchors and/or to obtain **FREE** soccer goal warning labels (see Appendix C), safety alerts/bulletins and additional copies of this document, please contact:

### **The Coalition to Promote Soccer Goal Safety**

c/o Soccer Industry Council of America  
200 Castlewood Dr.  
North Plain Beach, FL 33408

or call any of these Coalition members:

800-527-7510  
800-334-4625  
800-243-0533  
800-531-4252

or write: U.S. Consumer Product Safety Commission  
Washington, D.C. 20207

To report a dangerous product or a product-related injury, call CPSC'S toll-free hotline at (800) 638-2772 or CPSC'S teletypewriter at (301) 595-7054. Consumers can get recall information via Internet gopher services at [cpsc.gov](http://cpsc.gov) or report product hazards to [info@cpsc.gov](mailto:info@cpsc.gov).

This document is in the public domain. It may be reproduced in part or in whole by an individual or organization without permission. If it is reproduced, however, the Commission would appreciate knowing how it is used. Write the U.S. Consumer Product Safety Commission, Office of Information and Public Affairs, Washington, D.C. 20207."

The U.S. Consumer Product Safety Commission (CPSC) is an independent regulatory agency charged with reducing unreasonable risks of injury associated with consumer products.

## Appendix C. Warning Labels

### **WARNING**

#### **ALWAYS ANCHOR GOAL**

**Unsecured Goal Can Fall Over  
Causing Serious Injury or Death**

### **WARNING**



**Never climb or hang on goal.  
Goal can fall over causing  
serious injury or death.**

### **WARNING**



#### **NEVER CLIMB OR HANG ON GOAL**

**Goal Can Fall Over Causing  
Serious Injury or Death**

### **WARNING**

**Always anchor goal.**

**Unsecured goal can fall over  
causing serious injury or death.**

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Lease" or "Lease Agreement") is made this 14<sup>th</sup> day of January, 2019, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and PALM HARBOR COMMUNITY SERVICES AGENCY, INC. (PHCSA), a Florida not-for-profit organization, which terms include its designated agents and invitees, hereinafter referred to as the "LESSEE," jointly referred to as the "Parties."

## WITNESSETH

WHEREAS, the Palm Harbor Community Services District, a municipal servicing taxing unit, hereinafter referred to as "MSTU", was created to fund recreation and library services for the citizens of Palm Harbor; and

WHEREAS, PHCSA is the non-profit corporation contracted to administer and operate the MSTU; and

WHEREAS, the LESSEE is in need of a physical location to effectively administer the MSTU, and the COUNTY desires to lease space to LESSEE for such purposes.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the Parties agree to the following:

1. **PREMISES:** In consideration of the rent hereinafter agreed to be paid by the LESSEE to COUNTY, and in consideration of the covenants of the respective Parties hereto, COUNTY does hereby lease to LESSEE those certain Premises located at 2330 Nebraska Avenue, Palm Harbor, Florida, including the building and site parking, as shown in Exhibit "A" attached hereto and made a part hereof, and hereafter referred to as "Premises."
2. **TERM:** The Lease shall commence upon execution by the Board of County Commissioners and continue in full force and effect for a term of five (5) years thereafter. The rental for the term shall be One Dollar (\$1.00) dollar(s) per year.

This Lease shall automatically renew for three (3) successive five (5) year terms. LESSEE or COUNTY may terminate this Lease at any time by providing written notice not less than One



Hundred Eighty (180) days prior to its intent to terminate. Either party may also terminate for cause as provided in the Default section herein.

3. **USE:** The Parties hereto agree and LESSEE further covenants that during the continuance of the Lease, the Premises shall be used and occupied as a library and for no other purpose or purposes, without the written consent of the COUNTY. The LESSEE shall conduct its business at all times in a reputable manner. This Lease is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances. LESSEE shall not make or permit any offensive or unlawful use of said Premises. All rights of LESSEE hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

LESSEE shall not allow the Premises to be used for activities that are prohibited in all COUNTY-owned or COUNTY-occupied buildings or land under the provisions of Federal, State, or local laws, rules, regulations, or ordinances. By way of illustration and not limitation, State law prohibits the use of COUNTY-occupied buildings or land for political fund raisers [see §106.15(4), Florida Statutes], and Federal and State law prohibits use of COUNTY-occupied buildings or land for any implied promotion of a religion. LESSEE shall not make or permit any offensive or unlawful use of said Premises. All rights of LESSEE hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

4. **TAXES AND ASSESSMENTS:** In the event that any ad valorem, rental, sales, or similar taxes or special assessments are levied or placed on the Premises due to the existence of the Lease, then LESSEE shall pay all such taxes or special assessments so imposed.

5. **UTILITIES:** LESSEE agrees to promptly pay all charges for gas and electricity supplied the Premises, whether determined by meter or otherwise. The COUNTY will pay the electrical charges for the electric vehicle charging station. The LESSEE will invoice the COUNTY on a quarterly basis, corresponding to the COUNTY'S fiscal year, for the electrical charges related to the charging station. Invoices will be submitted by the LESSEE with appropriate Duke Energy invoices as back-up information justifying the invoice amount. COUNTY shall not be liable in any manner for damages to LESSEE'S business and/or inventory, or for any other claim by LESSEE, resulting from any interruption in utility services. The LESSEE will also pay for all water consumption, sewer charges, trash collection, and telecommunication service.

6. **MAINTENANCE, REPAIRS AND SERVICES:** LESSEE is responsible for general, routine and preventive maintenance and repairs of the building and grounds including, but not limited to plumbing, electrical, HVAC, telecommunication wiring and installation, building systems, structural and non-structural aspects of the building, including bearing and non-bearing interior walls, floors, roof, windows, ceilings, interior and exterior painting, landscaping, site drainage, and parking lots, which includes but is not limited to painting/stripping, sealing, asphalt repairs, parking bumper stops, and clearance of debris from drains.

COUNTY shall be responsible for capital improvement replacements to the Premises, defined as improvements that add value to an existing capital asset either by lengthening its estimated useful life or increasing its service capacity. Capital improvement replacements include roof, building envelope, HVAC systems, elevators, fire alarm systems, exterior doors, and windows, but only if said replacements are not determined to be the result of action of the LESSEE, its agents, employees, contractors, invitees, licensees, customers, or its clients. Replacement schedule shall be at COUNTY'S sole discretion and shall be based on inspection and condition assessment by the COUNTY, conducted annually. LESSEE shall be responsible to maintain assets in conformance with manufacturer's specifications, use only OEM parts for repairs, and provide COUNTY maintenance and repair records for review at annual inspection.

In the event COUNTY pays any monies required to be paid by LESSEE hereunder, COUNTY shall demand repayment of same from LESSEE within ten (10) days of payment and LESSEE shall make such payment within ten (10) days of receipt of demand. LESSEE'S failure to timely reimburse COUNTY shall be deemed a breach of contract.

7. **INSURANCE:** LESSEE shall procure and maintain during the term of the lease insurance pursuant to the requirements noted in Exhibit "B," attached hereto and made a part hereof.

8. **LIABILITY OF COUNTY:** COUNTY shall not be liable to LESSEE, its agents, invitees, or any other persons for any injury, loss, or damage to property or to any person on said Premises.

9. **ASSIGNMENT AND SUBLETTING:** LESSEE agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of the COUNTY, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of COUNTY.

~~Consent by the COUNTY to one or more assignments of this Lease or to one or more sublettings of said Premises shall not operate as consent to future assignments or subletting.~~

10. **ALTERATIONS, MECHANIC'S LIENS:** ~~LESSEE~~ will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems and equipment, without the prior written consent of COUNTY, which will not be unreasonably withheld. All such additions, improvements or fixtures, except movable office furniture and equipment, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease.

~~LESSEE shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein, on the building or other improvements thereon, and LESSEE shall notify all materialmen, contractors, artisans, mechanics, and laborers and other persons contracting with LESSEE with respect to the Premises or any part thereof, that they must look to LESSEE to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease. In the event of the filing of any Claim of Lien, LESSEE shall promptly satisfy same or transfer it to a bond; and LESSEE shall in any event protect COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.~~

11. **POSSESSION:** ~~LESSEE~~ shall be granted possession and full use of the Premises upon the commencement of this Lease and all terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all Parties.

12. **INDEMNIFICATION:** ~~LESSEE~~ covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by LESSEE, its officers, employees, agents, contractors, or subcontractors during the performance of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject including COUNTY'S costs incurred in defending such claims, except that neither LESSEE nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out

of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees. Nothing herein shall be construed as a waiver of COUNTY'S sovereign immunity, subject to §768.28, Florida Statutes.

13. **CONDEMNATION:** If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part, and the rent shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then from that day the LESSEE shall have the right to either terminate the Lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms provided herein, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If the LESSEE shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the then balance of the term. If LESSEE exercises its right to cancel, all advance rent paid by the LESSEE shall be adjusted to the date of said taking. If LESSEE fails to exercise its right to cancel, LESSEE shall, at its own cost and expense, make the repairs necessary to said partial taking.

The Parties agree that LESSEE shall receive notice of the commencement of condemnation proceedings within ten (10) days of COUNTY'S notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY.

14. **DESTRUCTION OF PREMISES:** If the Premises shall, without fault of LESSEE, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially unusable, COUNTY, at its sole discretion may elect to rebuild or repair. If COUNTY so elects not to rebuild or repair, this Lease shall terminate effective the date of said destruction.

15. **DEFAULT:** If the LESSEE should fail to keep and/or perform any of the terms, covenants, conditions or provisions in this Lease, the COUNTY, upon becoming aware of the occurrence of a default, shall notify LESSEE of the default and its demand to cure the default. LESSEE shall have fifteen (15) days from the date of notice of default to cure said default, or to commence a cure of such default if the default is such that it cannot reasonably be cured within 15 days, which once commenced the LESSEE agrees and shall pursue continuously until the default is finally cured. Upon LESSEE'S failure to either cure said default or commence a cure of said default pur

want to the terms herein, the COUNTY shall be entitled to all remedies available at law and in equity, including but not limited to the immediate termination of this Lease.

In the event LESSEE defaults as set out above or elsewhere in this Lease, any monies due from LESSEE during the term of this Lease or any extension thereof, shall, at the option of the COUNTY, become immediately due and payable in full. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including costs. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

16. **SIGNS:** LESSEE agrees that any permanent or semi-permanent signs, advertising, which includes awnings to be used in connection with the leased Premises must have Real Estate Management's written approval before installation. Temporary signage, banners, or placards advertising specific events shall not require Real Estate Management's approval, but shall be subject to the Pinellas County sign code, and removal upon completion of the event.

17. **WAIVER:** One or more waivers of any covenant or condition by the COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by COUNTY to, or of any act by the LESSEE requiring the COUNTY'S consent or approval, shall not be construed as a consent or approval to or of any subsequent similar act by LESSEE.

18. **OBSERVANCE OF LAWS:** LESSEE agrees to observe and comply with all local, State and Federal laws, rules, requirements, orders, directives, codes, ordinances, and regulations.

19. **ACCESS TO PREMISES:** The COUNTY shall have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the Premises. Such events shall not unduly interfere with LESSEE'S business, except as is naturally necessitated by the nature of the work.

20. **RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE:** Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that any other provision contained herein, nor any acts of the Parties

herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of COUNTY and LESSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This Lease shall be governed by the laws of the State of Florida, with proper jurisdiction being in Pinellas County, or nearest location having jurisdiction. Any changes in applicable laws which govern this Lease will necessitate a change in Lease terms and conditions which may be affected thereby, at the time such changes may arise.

21. **SURRENDER:** Upon the expiration of the term hereof or sooner termination of this Lease, LESSEE agrees to surrender and yield possession of the Premises to the COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as LESSEE is not required to restore or remedy under other terms and conditions of this Lease.

22. **NOTICES:** All correspondence and insurance certificates shall be forwarded to the COUNTY at the following address:

**Real Estate Management Department  
Real Property Division  
509 East Avenue South  
Clearwater, FL 33756**

until LESSEE is notified otherwise in writing; and all notices given to the COUNTY hereunder shall be forwarded to the COUNTY at the foregoing address, by registered or certified mail, return receipt requested, until LESSEE is notified otherwise in writing. All notices given to the LESSEE hereunder shall be forwarded to LESSEE at the following address:

**Attn: Chairman  
Palm Harbor Community Services Agency, Inc.  
2330 Nebraska Avenue  
Palm Harbor, FL 34683**

by registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

23. **AUDIT:** LESSEE agrees to maintain complete and accurate records of all business related to this Agreement. All records shall be maintained in accordance with COUNTY policy, and inspection of records shall be pursuant to Chapter 119, F.S. In addition, COUNTY reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2. LESSEE agrees to retain all business records required by this paragraph for at least three (3) years beyond the term of the Lease or any extensions thereof.

24. **QUIET ENJOYMENT:** The COUNTY covenants and agrees that upon LESSEE performing all of the covenants and conditions aforesaid on LESSEE'S part to be observed and performed, the LESSEE shall and may peaceably and quietly have, hold and enjoy the Premises hereby for the term aforesaid.

25. **SUCCESSORS AND ASSIGNS:** The covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the LESSEE to assign or sublet LESSEE'S interest under this Lease is and shall be subject to the written consent of the COUNTY as hereinabove provided, which provision is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

26. **COUNTY RESERVATION FOR DISASTER RELIEF:** Notwithstanding other provisions of this Lease, COUNTY expressly reserves the right to utilize the Premises for disaster preparedness and/or disaster relief activities. Determining the need to exercise this right will be in the sole discretion of COUNTY, but will not preclude LESSEE'S continued use of the Premises to the extent it does not interfere with COUNTY'S disaster-related activities or any other provisions of this Lease.

27. **PUBLIC ENTITY CRIME ACT:** LESSEE is directed to the Florida Public Entity Crime Act, section 287.133, Florida Statutes, as amended from time to time, and the COUNTY'S requirement that the LESSEE comply with it in all respects prior to and during the term of this Lease.

28. **RADON GAS:** 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 found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

29. **HAZARDOUS SUBSTANCES:** LESSEE shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. LESSEE shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

LESSEE shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which LESSEE has actual knowledge. If LESSEE learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, LESSEE shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal Laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

30. **SEVERABILITY:** The invalidity, illegality, or unenforceability of any provision of this Lease shall in no way affect the validity of any other provision of this Lease, and the Lease shall be amended only to the extent necessary to bring it within the requirements of the law.

31. **FISCAL FUNDING:** In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for purposes described herein, then this Lease shall be deemed to terminate

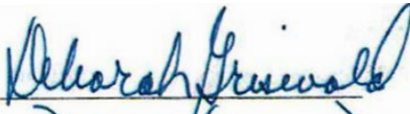


at the expiration of the last fiscal year for which funds were appropriated and expended, without penalty or expense to the COUNTY.


32. **ENTIRE AGREEMENT:** This Lease Agreement, as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter that performance or the rights of the Parties as hereinbefore stated.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement the day and year first above written.

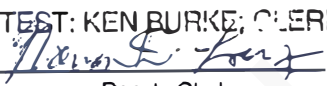

WITNESS:

By:   
 Print Name: DEBORAH GRUNWALD  
 Title: HUMAN RESOURCES

LESSEE: PALM HARBOR COMMUNITY SERVICES AGENCY, INC.

By:   
 Print Name: Kelli Snow  
 Title: Chairman PHCSA

WITNESSES:

ATTEST: KEN BURKE, CLERK  
 By:   
 Deputy Clerk  
 Print Name: Norman D Long  
 Title: Mgr. Deputy Clerk  
 By:   
 Print Name: JAMES J. SCHAEFER  
 Title: DEPUTY CLERK

PINELLAS COUNTY, FLORIDA  
 By and through its Board of  
 County Commissioners

By:   
 Pat Gerard, Chair



APPROVED AS TO FORM  
 OFFICE OF THE COUNTY ATTORNEY

By:   
 Asst. County Attorney

**EXHIBIT "A"**  
**Aerial & Site Location Map**  
**2330 Nebraska Avenue, Palm Harbor**



**ZIMMET, UNICE & SALZMAN, P.A.**  
**ATTORNEYS AT LAW**

RYAN E. BAYA  
JEFFREY D. JENSEN  
HUONG T. NGUYEN  
ANDREW J. SALZMAN  
CAITLIN E. SIRICO  
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\*Board Certified in City,  
County and Local Government  
\*\*Board Certified Civil Trial Lawyer  
\*\*American Board of Trial Advocates  
#Certified Circuit Court Mediator

February 11, 2010

**PUBLIC RECORDS LAW**

I. What is a public record?

- A. Florida Statutes define public records as, “All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.”
- B. According to the Florida Supreme Court, all materials made or received by a public agency in connection with official business which are used to perpetuate, communicate or formalize knowledge, constitute public records.
- C. The term “public record” is no longer limited to traditional written documents. Therefore, computer records are public records.
- D. DRAFTS.

Any document circulated for review, comment, or information is a public record despite being marked “preliminary or working draft” or with some similar label.

- 1. When are notes or non-final drafts of agency proposals subject to Chapter 119, Florida Statutes?
  - a. There is no “unfinished business” exception to the public inspection and copying requirements of Chapter 119, Florida Statutes. If the

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purpose of a document prepared in connection with the official business of a public agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form or the ultimate product of an agency. Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc., 379 So.2d 633 (Fla. 1980).

- b. Accordingly, any agency document, however prepared, if circulated for review, comment or information, is a public record regardless of whether it is an official expression of policy or marked "preliminary" or "working draft" or similar label. Examples of such materials would include interoffice memoranda, preliminary drafts of agency rules or proposals which have been submitted for review to anyone within or outside the agency, and working drafts of reports which have been furnished to a supervisor for review or approval.
  - c. It is important to emphasize, however, that a non-final document need not be communicated to anyone in order to constitute public record. So called "personal" notes are public records if they are intended to perpetuate or formalize knowledge of some type. Stated another way, notes which are prepared for filing or otherwise intended as final evidence of knowledge obtained in the transaction of official business constitute public records. See, e.g., Florida Sugar Cane League v. Florida Department of Environmental Regulation, No. 91-4218 (Fla.2d Cir.Ct. June 5, 1992), stating that handwritten notes of agency staff, "utilized to communicate and formulate knowledge within [the agency], are public records subject to no exemption."
2. Material prepared as temporary drafts or notes (for example, dictation tapes to a secretary, rough drafts of documents, and hand-written notes taken during interview sessions) are not public records unless shared with another public employee.

NOTE: Once again, it is important to note that if a document is meant to perpetuate, communicate or formalize knowledge, it is a public record regardless of the fact it is not in final form. It is not necessarily the form of the document but what it was used for.

EXAMPLE: Interoffice memoranda would be public records even if they ultimately do not become part of the agency's final product, such as a report.

NOTE: Do not promise confidentiality to someone who submits something to you unless you are absolutely positive it is exempt from disclosure.

3. Personal E-mails do not fall within the definition of public records subject to disclosure merely because they are placed within a government-owned computer system. See State v. City of Clearwater, 863 So.2d 149 (2003).

NOTE: E-mail messages made or received by agency employees in connection with official business are public records and subject to disclosure in the absence of an exemption.

- E. Employee passwords are not public records and are not subject to disclosure. See F.S.119.085 and Era v. Sainsbury, 504 So.2d 1315.
- F. PSTA's vendors, contractors, and private organizations are agents of PSTA when acting on behalf of any public agency and documents they create or possess are public records subject to inspection and copying under Chapter 119. See FS 119.011(2).

1. Private organizations.

- a. The term "agency" as used in the Public Records Act includes private entities "acting on behalf of any public agency." Section 119.011(2), Florida Statutes.

NOTE: The Florida Supreme Court has stated that this broad definition of "agency" ensures that a public agency cannot avoid disclosure under the Public Records Law by contractually delegating to a private entity that which would otherwise be an agency responsibility. News and Sun-Sentinel Company v. Schwab, Titty & Hanger Architectural Group, Inc., 596 So.2d 1029 (Fla.1992).

- b. Receipt of public funds by private entity not dispositive

- 1) There is no single factor which is controlling on the question of when a private corporation becomes subject to the Public Records Law. For example, a private corporation does not act "on behalf of" a public agency merely by entering into a contract to provide professional services to the agency. News and Sun-Sentinel Company v. Schwab, Titty & Hanger Architectural Group, Inc., *supra*. Accord, Parsons & Whittemore, Inc. v. Metropolitan Dade County, 429 So.2d 343 (Fla. 3d DCA 1983).
- 2) Similarly, the receipt of public funds, standing alone, is not dispositive of the organization's status for purposes of Chapter

119, Florida Statutes. See, Sarasota Herald-Tribune Company v. Community Health Corporation, Inc., 582 So.2d 730 (Fla. 2d DCA 1991), in which the court noted that the mere provision of public funds to the private organization is not an important factor in this analysis, although the provision of a substantial share of the capitalization of the organization is important.

- 3) However, there is a difference between a party contracting with a public agency to provide services to the agency and a contracting party which provides services in place of the public body. News-Journal Corporation v. Memorial Hospital-West Volusia, Inc., 695 So.2d 418 (Fla. 5<sup>th</sup> DCA 1997), petition for review pending, Case No. 90, 835 (Fla. 1997). Stated another way, business records of entities which merely provide services for an agency to use (such as legal professional services, for example) are probably not subject to the open government laws. Id. Thus, a non-profit entity which operated a hospital under lease from a public hospital authority was subject to sunshine and public records requirements. Id. See also, Op.Att’y Gen. Fla 97-49 (1997) (records of hospital foundation leasing public hospital facilities subject to Chapter 119, Florida Statutes).

- c. A public agency cannot avoid disclosure of a public record by contractually delegating to a private entity that which would otherwise be an agency responsibility.

## 2. Advisory Boards:

### a. Advisory Boards:

- 1) Are subject to Public Records Act if they “act on behalf of the public agency.”
- 2) Public or private groups acting in an advisory capacity to a public board or commission may be covered.

EXAMPLES: i) personnel screening committee;  
 ii) private engineering firm performing services for a city as the city engineer

Hypothetical: Can you send your public records to a “private” group, consultant, etc., and thus shield them from the Public Records Act?

Most likely not, especially if demand is made on the proper City custodian.

NOTE: Merely by contracting with a local government does not automatically subject a corporation or group to the Public Records Act (they must perform an essentially governmental function or participate in decision-making process).

EXAMPLE: Private corporation raises/disburses only private funds with no delegation of governmental responsibilities or functions is probably not subject to Public Records Act.

NOTE: May be opposite result if public funds are expended by “private” group.

#### G. Financial Records.

1. Bids - Section 119.07(3)(m), Florida Statutes, provides an exemption for “sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals” until such time as the agency provides notice of a decision or intended decision pursuant to section 120.57(3)(a), Florida Statutes, or within 10 days after bid or proposal opening, whichever is earlier.
2. Budgets - Budgets and working papers used to prepare them are normally subject to inspection. City of Gainesville v. State ex. rel. International Association of Fire Fighters Local No. 2157, 298 So.2d 478 (Fla. 1<sup>st</sup> DCA 1974); Warden v. Bennett, 340 So.2d 977 (Fla. 2d DCA 1976).
3. Local government audits - The audit report of an internal auditor prepared for or on behalf of a unit of local government becomes a public record when the audit becomes final. Section 119.07(3)(y), Florida Statutes. The audit becomes final when the audit report is presented to the unit of local government; until the audit becomes final, the audit work papers and notes related to such audit report are confidential. Id.
4. Personal financial records - In the absence of statutory exemption, financial information prepared or received by an agency is usually subject to disclosure. See Wallace v. Gusman, 687 So.2d 1351 (Fla. 3d DCA 1997) (personal income tax returns and financial statements submitted by county housing finance authority members as part of an application to organize a bank are subject to disclosure).
5. Security interests - Records regarding ownership of, or security interests in, registered public obligations are not open to inspection. Section 279.11, Florida Statutes.



6. Telephone bills - Records of telephone calls made from agency telephones are subject to disclosure in the absence of statutory exemption. See, Crespo v. Florida Entertainment Direct Support Organization, No. 94-4674 9Fla. 11<sup>th</sup> Cir. Ct. April 10, 1995) (telephone bills for calls made by agency official open to public inspection). Accord, Gillum v. Times Publishing Company, No. 91-2689-CA (Fla. 6<sup>th</sup> cir. Ct. July 10, 1991); Inf. Op. to David S. Messer, February 7, 1994.

#### H. Personnel Records

1. Personnel records open to inspection unless exempted by law

The general rule with regard to personnel records is the same as for other public records; unless the Legislature has expressly exempted an agency's personnel records from disclosure or authorized the agency to adopt rules limiting access to such records, personnel records are subject to public inspection under section 119.07(1), Florida Statutes. Michel v. Douglas, 464 So.2d 545 (Fla. 1985).

The courts have rejected claims that constitutional privacy interests operate to shield agency personnel records from disclosure. See Michel v. Douglas, *supra*, holding that the state constitution "does not provide a right of privacy in public records" and that a state or federal right of disclosural privacy does not exist.

An agency is not authorized to unilaterally impose special conditions for the inspection of personnel records. An automatic delay in the production of such records is invalid. Tribune Company v. Cannella, 458 So.2d 1075 (Fla. 1984), appeal dismissed sub nom., DePerte v. Tribune Company, 105 S.Ct. 2315 (1985) (automatic 48 hour delay unauthorized by Chapter 119, Florida Statutes).

- a. Presence of employee - In the absence of express legislative authority, the inspection of personnel records may not be delayed in order to allow the employee to be notified or present during the inspection of his records. Tribune Company v. Cannella, *supra* at 1078.
- b. Separate Files - Absent a statutory exemption for such records, a city may not agree to remove counseling slips and written reprimands from an employee's personnel file and maintain such documents in a separate disciplinary file. Op. Att'y Gen. Fla. 94-54 (1994). Similarly, an agency is not authorized to "seal" disciplinary notices and thereby remove such notices from disclosure under the Public Records Law. Op. Att'y Gen. Fla. 94-75 (1994). Cf., section 69.081(8), Florida

Statutes, providing that any portion of an agreement or contract which has the purpose or effect of concealing information relating to the settlement or resolution of a claim against the state or its subdivisions is “void, contrary to public policy, and may not be enforced.”

I. Copyrighted Material

A. Copyrights held by agencies

1. The attorney general’s office has advised that in the absence of statutory authorization, a public official is not empowered to obtain a copyright from material produced by his or her office in connection with the transaction of official business.
2. However, agencies may hold copyrights for data processing software created by the agency.

B. Copyrighted material obtained by agencies

1. The federal copyright law vests in the owner of a copyright, subject to certain limitations, the exclusive right to do or to authorize, among other things, the reproduction of the copyrighted work and the distribution of the copyrighted work to the public by sale or other transfer of ownership.
2. However, that does not preclude the material from constituting a public record.

II. Exemptions: The Legislature has provided numerous exemptions from the requirement inspection and copying under Chapter 119.

III.

NOTE: If a doubt exists as to the applicability of an exemption, the courts will resolve the issue in favor of disclosure.

A. Statutory Exemptions:

1. Questions and answers for license, certification or employment examinations;
2. Active criminal intelligence and investigation information;
  - a. Must be related to an “ongoing” investigation

- b. No time limits (other than applicable statute of limitations)
  - c. Agency must have a good faith and reasonable anticipation of securing an arrest, prosecution or detection of criminal activities.
3. Collective Bargaining Records: Work product developed in preparation for and during negotiations

NOTE: Collective Bargaining. A collective bargaining agreement between a public employer and its employees may not validly make the personnel records of public employees confidential or exempt the same from the Public Records Law. Ops Att'y Gen. Fla. 98-01 (1998) and 77-48 (1977).

Section 447.605(3), Florida Statutes provides:

All work products developed by the public employer in preparation for negotiations, and during negotiations, shall be confidential and exempt from the provisions of s. 119.07(1), Florida Statutes.

The above exemption is limited and does not remove budgetary or fiscal information from the purview of Chapter 119, Florida Statutes. See, Warden v. Bennett, 340 So.2d 977 (Fla. 2d DCA 1976), ordering working papers used in preparing a college budget produced for inspection by a labor organizer.

- 4. Ride sharing participants;
- 5. Sealed bids or proposals until resolution of bid/proposal protest or within 10 days after opening, whichever is earlier.
- 6. Discrimination complaints made to local government until a finding of probable cause is made or the complaint becomes inactive or part of a judicial proceeding;
- 7. "Whistle Blower" complaints and investigations are not subject to public disclosure when sent to statutorily designated officials and when the complaint alleges a violation of federal, state or local law, rule or regulation, by an employee of a state agency or an agent thereof, creating and presenting a substantial and specific danger to the public's health, safety or welfare. This exemption also applies when the employee or agent of an agency has committed an act of gross mismanagement, waste of public funds or gross neglect of duty.
- 8. Software exemptions:

- a. Agencies are authorized to hold and enforce copyrights for data processing software created by the agency. See FS 119.084(2).
  - b. "Sensitive" software produced by an agency is not subject to public disclosure. "Sensitive" means those portions of data processing software, including the specifications and documentation, which are used to collect, process, store and retrieve information which is exempt from public inspection or which are used to collect, process, store and retrieve financial information such as payroll and accounting records. See FS 119.07(3)(o) and AGO 90-04.
  - c. Trade Secret exemption: The legislature has created an exemption for data processing software which has been obtained by an agency under a license agreement prohibiting its disclosure.
9. Public records prepared by, or at the request of a Government attorney, (including an attorney retained by the government) which reflects the attorney's or government's litigation strategy or legal theory.
- a. This exemption applies only to the end of the legal proceedings.
  - b. The Public Records Act does apply to communications between attorneys and governmental agencies.
  - c. Litigation records.
    - 1) Attorney-client communications subject to Chapter 119, Florida Statutes. The Public Records Law applies to communications between attorneys and government agencies; there is no judicially created privilege which exempts these documents from disclosure. *Wait v. Florida Power & Light Company*, 372 So.2d 420 (Fla. 1979) (only the Legislature and not the judiciary can exempt attorney-client communications from Chapter 119, Florida Statutes.)
 

Moreover, public disclosure of these documents does not violate the public agency's constitutional rights of due process, effective assistance of counsel, freedom of speech, or the Supreme Court's exclusive jurisdiction over the Florida Bar. *City of North Miami v. Miami Herald Publishing Company*, 468 So.2d 218 (Fla. 1985).
    - 2) Limited work product exemption

- i) **Scope of exemption** - With the enactment of section 119.07(3)(1), Florida Statutes, the Legislature has created a narrow exemption for certain litigation work product of agency attorneys. This statute provides that records prepared by, or at the express direction of, an agency's attorney which reflect a mental impression, conclusion, litigation strategy or legal theory of the attorney or agency and which were prepared exclusively for civil or criminal litigation or adversarial administrative proceedings, or in anticipation of imminent litigation or proceedings, are exempt from disclosure under section 119.07(1), Florida Statutes, until the conclusion of the litigation or proceedings.
- ii) It is important to note that section 119.07(3)(1), Florida Statutes, does not create a blanket exception to the Public Records Law for all attorney work product. The exemption is narrower than the work product privilege recognized by the courts for private litigants. Cf., Hickman v. Taylor, 329 U.S. 495 (1947); Atlantic Coast Line R. Co. v. Allen, 40 So.2d 115 (Fla. 1949).
- iii) Only those records which reflect "a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the agency" are exempt from disclosure until the conclusion of the proceedings. City of Orlando v. Desjardins, 493 So.2d 1027, 1028 (Fla. 1986). Records prepared for other purposes may not be converted into exempt material simply because they are also used in litigation.
  - a) **Attorney bills and payments** - In order to qualify for the work product exemption, the records must have been prepared by the agency attorney or at his or her express direction for or in anticipation of litigation or adversarial administrative proceedings; records prepared for other purposes may not be converted into exempt material simply because they are also used in litigation. Thus, an agency which improperly "blocked out" most notations on invoices prepared in connection with services rendered by and fees paid to attorneys

representing the agency, “improperly withheld” nonexempt material when it failed to limit its redactions to those items “genuinely reflecting its ‘mental impression, conclusion, litigation strategy, or legal theory.’” Smith & Williams, P.A. v. West Coast Regional Water Supply Authority, 40 So.2d 216 (Fla.2d DCA 1994).

- b) The Attorney General has concluded that a contract between a county and a private law firm for legal counsel and documentation for invoices submitted by such firm to the county does not fall within the work product exemption. AGO 85-89.
- c) Investigations and settlements - Only those records which are prepared by or at the express direction of the agency attorney and reflect “a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the agency” are exempt from disclosure until the conclusion of the proceedings. (e.s.) See, City of Orlando v. Dejardins, 493 So.2d 1027, 1028 (Fla.1986); and Jordan v. School Board of Broward County, 531 So.2d 976 (Fla.4th DCA 1988).
- d) Thus, the exemption does not apply to tapes, witness statements and interview notes taken by police as part of an investigation of a drowning accident at a city summer camp. Sun-Sentinel Company v. City of Hallandale, No. 95-13528(05) (Fla. 17<sup>th</sup> cir. Ct. October 11, 1995). The court, in the Sun-Sentinel case, also stated that the section 768.28[15][b], Florida Statutes, exemption for risk management files did not apply. See also, AGO 91-75 (1991) (Section 119.07[3][1] exemption not applicable to documents generated or received by school district investigators, acting at the direction of the school board to conduct an investigation of certain school district departments).

NOTE: In Florida Sugar Cane League, Inc. v. Department of Environmental Regulation, No. 91-2108 (Fla. 2d Cir. Ct. Sept. 20, 1991), affirmed, 606 So.2d 1267 (Fla. 1<sup>st</sup> DCA 1992), the court held that draft settlement agreements furnished to a state agency by a federal agency were public records despite the department's agreement with the federal agency to keep such documents confidential. And see, Tribune Company v. Hardee Memorial Hospital, No. CA-91-370 (Fla. 10<sup>th</sup> Cir.Ct. Aug. 19, 1991) (settlement agreement not exempt as attorney work product even though another related case was pending, and agency attorneys feared disclosure of their assessment of the merits of the case and their litigation strategy). Compare, section 768.28(15), Florida Statutes, providing an exemption from disclosure for certain risk management records until the termination of the litigation and settlement of all claims arising out of the same incident. And see AGO. 85-102 (1985) (Section 624.311, Florida Statutes, exempts correspondence regarding insurance claims negotiations between a state agency or political subdivision's retained counsel and its insurance carriers from the requirements of Chapter 119, Florida Statutes, until termination of litigation and settlement of claims arising out of the same incident); and section 240.213(4), Florida Statutes (claim files of self-insurance program adopted by Board of Regents are exempt).

- e) Termination of exemption - The exemption from disclosure provided by section 119.07(03)(1), Florida Statutes, is temporary and applies during the pendency of the particular litigation for which the document was created. City of North Miami v. Miami Herald Publishing Co., supra; Seminole County v. Wood, 512 So.2d 1000 (Fla. 5<sup>th</sup> DCA 1987), review denied, 520 So.2d 586 (Fla. 1988).

**EXAMPLE:** For example, if the state settles a claim against one company accused of conspiracy to fix prices, the state has concluded the litigation against that company. Thus, the records prepared in anticipation of litigation against that company are no longer exempt from disclosure even though the state has commenced litigation against the alleged co-conspirator. *State v. Coca-Cola Bottling Company of Miami, Inc.*, 582 So.2d 1 (Fla. 4<sup>th</sup> DCA 1990).

- f) Attorney notes - The Florida Supreme Court has also recognized that “not all trial preparation materials are public records.” *State v. Kokal*, 562 So.2d 324, 327 (Fla. 1990). In *Kokal*, the Court approved the decision of the Fifth District in *Orange County v. Florida Land Co.*, 450 So.2d 341, 344 (Fla. 5<sup>th</sup> DCA), review denied, 458 So.2d 273 (Fla. 1984), which described certain documents as not within the term ‘public records.’

**NOTE:** It should be emphasized that the materials determined in *Kokal* to be outside the term “public records,” were “merely notes from the attorneys to themselves designed for their own personal use.” (e.s.). These personal and uncirculated preliminary attorney notes did not constitute “public records”, and, therefore, were not subject to disclosure under the Public Records Act. Accord, *Roberts v. Butterworth*, 668 So.2d 580 (Fla. 1996); *Atkins v. State*, 663 So.2d 624 (Fla. 1995) (notes of state attorney’s investigations and annotated photocopies of decisional case law are not public records).

- g) By contrast, documents prepared to communicate, perpetuate, or formalize knowledge are public records and subject to disclosure in the absence of statutory exemption. See, *Coleman v. Austin*, 521 So.2d 247, 248 (Fla. 1<sup>st</sup> DCA 1988), stating that “although notes from attorneys to themselves might not be public records when intended for their own



personal use, inter-office and intra-office memoranda may constitute public records even though encompassing trial preparation materials.”

10. Risk Management Information.

- a. Claim files maintained by a risk management program are confidential and exempt until termination of all litigation and settlement of all claims arising out of the same incident.
- b. Portions of meetings and proceedings conducted pursuant to a risk management program relating solely to the evaluation of claims or offers of compromise of claims are exempt. This includes minutes of such meetings until termination of litigation.

11. Security information. Risk analysis information relative to security threats to data and information technology resources of an agency are confidential and exempt. Section 282.318(2)(a)2., Florida Statutes. Internal policies and procedures to assure the security of the data and information technology resources which, if disclosed could facilitate the unauthorized modification, disclosure, or destruction of data or information technology resources are confidential and exempt. Section 282.318(2)(a)3., Florida Statutes. Results of periodic internal audits and evaluations of the security program for an agency’s data and information technology resources are confidential and exempt except that the information shall be available to the Auditor General for his or her postauditing duties. Section 282.318(2)(a)5., Florida Statutes.

12. Complaints.

- a. Where an alleged victim chooses not to file a complaint and requests that records of the complaint remain confidential, all records relating to an allegation of employment discrimination are confidential and exempt.
- b. Complaints and other records in the custody of a unit of local government which relate to a complaint of discrimination are exempt until a finding is made relating to probable cause, the investigation becomes inactive, or the complaint or other record is made a part of the official record of any hearing or court proceeding.

13. Employee Assistance Program

- a. An employee's personal identifying information contained in records held by the employing agency relating to that employee's participation in an employee assistance program is confidential and exempt from disclosure.

14. Medical Information

- a. Medical information pertaining to a perspective, current or former officer or employee of an agency which, if disclosed, would identify that officer or employee, is confidential and exempt.

NOTE: Such information may be disclosed if the person or the person's legal representative provides written permission or pursuant to court order.

- b. Every employer who provides or administers health insurance benefits or life insurance benefits to its employees, shall maintain the confidentiality of information relating to a medical condition or status of any person covered by such insurance benefits.
- c. All medical records and medical claims records of current or former governmental employees and eligible dependents enrolled in a governmental group insurance plan are confidential and exempt.

15. Retiree names and addresses.

- a. The names and addresses of retirees are confidential and exempt.
- b. No state or local governmental agency may provide the names or addresses of such persons in aggregate, compiled or list form except to public agencies engaged in official business, to collective bargaining agents, or to retiree organizations for official business use.

16. Ride Sharing Information.

- a. Any information provided to a state or local government agency for the purpose of former ride sharing arrangements which reveal the identity of an individual who has provided his or her name for ride sharing is exempt.

17. Social Security Numbers.

- a. Social Security Numbers held by an agency or its agents, employees, or contractors are confidential and exempt from disclosure requirements and may be released only as provided in the exemption.
- b. Disclosure to another governmental agency is authorized if disclosure is necessary to the performance of the agency's duties and responsibilities.
- c. Upon verified request, a commercial entity engaged in a commercial activity as defined in section 14.203, Fla. Stats. is allowed access for a "legitimate business purpose" as defined in the exemptions.

**NOTE:** This provision does not authorize release to a private company that intends to enter the social security numbers into a computer data base and sell access to the data base to other entities and individuals.

**18. Hospital and medical records.**

- a. Exemptions exist for communicable or infectious disease reports under 381.003(4), Fla. Stats.

**NOTE:** There are strict confidentiality requirements for test results for HIV infection.

- b. Emergency medical services.
  - i) With limited exceptions, records of emergency calls which contain patient examination are confidential and exempt.
  - ii) Reports to the Dept. of Health from service providers that cover statistical data are public, except that the names of patients and other patient identifying information contained in such report are confidential and exempt.

**B. Procedural Issues:**

- 1. Local government claiming an exemption from disclosure bears the burden of proof that it has the right to the exemption.
- 2. If the records custodian claims an exemption, the custodian must state the basis of the exemption (including statutory citation) and, if requested, must give a

written basis (with particularity) of the reasons why the record(s) is/are contented to be exempt.

C. Release or transfer of confidential or exempt records

1. It is important to note that there is a difference between those records the Legislature has determined to be exempt from the mandatory public inspection requirements of section 119.07(l), Florida Statutes, and those which are exempt and confidential. If the Legislature makes certain information confidential, with no provision for its release such that its confidential status will be maintained, such information may not be released to anyone other than to the persons or entities designated in the statute. See, Op. Att’y Gen. Fla. 89-12 (1989) (Department of Business and Professional Regulation prohibited from releasing patient records or information identifying a patient by name to law enforcement agency or other regulatory agency.)
2. On the other hand, if the records are not made confidential but are simply exempt from the mandatory disclosure requirements in section 119.07(l), Florida Statutes, the agency is not prohibited from disclosing the documents in all circumstances. See Williams v. City of Minneola, 575 So.2d 683 (Fla. 5<sup>th</sup> DCA), review denied, 589 So.2d 289 (Fla. 1991), in which the court observed that pursuant to section 119.07(3)(d), Florida Statutes [now section 119.07(3)(b), Florida Statutes] “active criminal investigative information” was exempt from the requirement that public records be made available for public inspection.

III Access to Public Records.

A. Public Access Requirements

1. Each agency that maintains a public record in an electronic record-keeping system shall provide to any person, pursuant to Chapter 119, a copy of any public record in that system which is not exempted by law from public disclosure. Section 119.083(5), Florida Statutes. An agency that maintains a public record in an electronic recordkeeping system must provide a copy of the record in the medium requested by the person making a Chapter 119 demand, if the agency maintains the record in that medium, and the fee charged shall be in accordance with Chapter 119, Florida Statutes. Id.

2. An agency is not generally required to reformat its records to meet a requestor's particular needs. See, Siegle v. Barry, 422 So.2d 63, 65 (Fla.4th DCA 1982), review denied, 431 So.2d 988 (Fla. 1983); and Op. Att'y Gen. Fla. 97-39 (1997) (school district not required to furnish electronic public records in electronic format other than the standard format routinely maintained by the district). If an agency chooses to provide a public record in a medium that is not routinely used by the agency or if it chooses to compile information that is not routinely used by the agency or that requires a substantial amount of manipulation or programming, the fee to be charged must be in accordance with section 119.07(1)(b), Florida Statutes (authorizing imposition of a special service charge if extensive information technology resources or labor is required).
3. However, a circuit judge has ruled that an agency's decision to "archive" old e-mail messages in its computer system is analogous to a agency's decision to store records off-premises in that the agency rather than the requestor must bear the costs in retrieving the records and reviewing them for exemptions. Even though the agency presented testimony (essentially unrefuted) that the search for the requested e-mail would be time consuming and involve a review of some 5000 records, the judge found that the request did not involve "extensive" use of information technology resources or labor and thus, the agency was not entitled to assess the special service charge authorized by section 119.07(1)(b), Florida Statutes. Cone & Graham, Inc. v. State, No. 97-4047 (Fla. 2d Cir. Ct., October 7, 1997).
4. The statutory obligation of the custodian of Public Records is to provide access to, or copies of, public records at any reasonable time, under reasonable conditions, and under supervision by the custodian.

NOTE: Public Records may be routinely removed from the building or office in which such records are ordinarily kept only for official purposes.

#### B. Party Requesting Records

1. Cannot demand that party be a citizen
2. Cannot demand that party show a "special interest" in records (allows "fishing expedition")
3. Cannot refuse records because party may then sue the local government (using the records)
4. Cannot impose an "automatic delay" (e.g., 24 hours) on a request (if records can then and there be made reasonably available)
5. Cannot require party to make a demand in person (versus over the telephone)
6. Demand need only be sufficient to identify records so they can be produced.

7. Demand must be made on custodian (person who maintains the office having the records).

C. Denial of Public Records Requests.

1. In the absence of express legislative authorization, an agency may not refuse to allow public records made or received in the normal course of business to be inspected or copied if requested to do so by the maker or sender of the document.
2. Therefore, agencies may not “bargain away” its Public Records Act duties with promises of confidentiality and settlement agreements.
3. If an agency refuses to release an exempt record, the agency must state its basis for its refusal.
4. An agency may not refuse to allow inspection and copying of an entire public record on the grounds that a portion of the record contains information which is exempt from permanent disclosure.

NOTE: Florida statutes require the custodian of the document to delete or excise only that portion or portions of the record for which an exemption is asserted and to provide the remainder of the record for examination.

D. Charging for Public Records

1. Cannot charge a fee for merely inspecting public records.

NOTE: When the nature or volume to be inspected will require extensive information technology resources or government supervisory assistance, then you can charge a “special service charge”

2. Can charge a fee for duplicating records.
  - a. \$.15 a page for one-sided copies of not more than 14" x 8". An additional \$.05 may be charged for each two-sided copy. \$1.00 may be charged for each certified copy. The actual cost of duplication may be charged for other copies.
  - b. Must be “actual cost of duplication”
    - 1) cost of materials; and,

- 2) supplies used to duplicate the record but not labor costs or overhead costs such as utilities.

c. Sales tax is not charged on fees for duplication of public records

d. Persons bringing their own copying machine should be allowed to plug into the local government's electrical supply.

e. Special Service Charges

- 1) Florida Statutes state that if the nature or volume of public records to be inspected or copied requires an extensive use of information technology resources or extensive clerical or supervisory assistance, or both, they may charge a reasonable service charge, based on the cost actually incurred by the agency for such extensive use of information technology resources and personnel.
- 2) If authorized due to the nature or volume of the request, a special service charge shall not be routinely imposed, but should reflect the information technology resources or labor costs actually incurred.
- 3) As discussed above, if extensive technology must be used or extensive government supervisory assistance is required, then a "special service charge" can be imposed.

EXAMPLE: PSTA may charge a "special service charge" for the viewing and duplication of DVDs containing bus footage only viewable on PSTA computers.

g. An agency may only charge a clerical rate for time spent making copies, even if due to staff shortages, a more highly paid person actually did the work.

3. An agency is not ordinarily authorized to charge for its cost to review records to locate and redact exempt material.

NOTE: The special service charge may be imposed for this work if the volume of records and the number of potential exemptions make review and redacting of the records a time-consuming task.

4.

#### IV Penalties/Remedies

A. Public officer who knowingly violates the inspection and examination parts of the law faces the following:

1. Possible suspension and removal or impeachment; and
2. Possible conviction of a first degree misdemeanor (up to one year in prison or \$1,000 fine or both).

B. Public officer who violates any part of Chapter 119 can be found guilty of a noncriminal infraction (fine not exceeding \$500).

NOTE: Law also makes it a first degree misdemeanor for any person willfully and ~~knowingly~~ violating any provision of the Chapter.

C. Law allows civil suit to be filed to enforce its provisions.

1. The suit is given priority over other pending cases on the docket.
2. If a court orders documents made available, it must be complied with within 48 hours (unless otherwise ordered by the Circuit Court or appellate court).
3. Reasonable attorney's fees and costs will be assessed against the local government body if it is determined that it unlawfully withheld a document.

NOTE: A 1987 case stated that attorneys' fees are recoverable even where the local government acted in good faith (but was mistaken) in denying access to a public record.

4. While the civil suit is pending, the custodian is not allowed to transfer, alter, destroy or dispose of the record(s) in question.

#### V. Retention and Disposal of Public Records

A. Local governments must establish a program for disposal of records in accordance with retention schedules set up by the Department of State (Division of Archives and Records Management).

B. With the exception of certain agency orders that compromise final agency action, records no longer needed must be systematically disposed of by public officials in accordance with an established and approved agency program.

C. Agency orders that comprise final agency action must be indexed and permanently maintained pursuant to applicable procedures of the department.



**VI. To what extent does Federal Law Preempt State Law Regarding Public Inspection of Records?**

1. The general rule is that records which would otherwise be public under state law are unavailable for public inspection only when there is an absolute conflict between federal and state law relating to confidentiality of records. If a federal statute requires particular records to be closed and the state is clearly subject to the provisions of such statute, then pursuant to the Supremacy Clause of the United States Constitution, Article VI, section 2, United States Constitution, the state must keep the records confidential. State ex rel. Cummer v. Pace, 159 So. 679 (Fla. 1935); Ops. Att'y Gen. Fla. 90-102 (1990), 85-3 (1985), 81-101 (1981), 80-31 (1980), 74-372 (1974), and 73-278 (1973).
2. In a more recent decision, an appellate court ruled that tenant records of a public housing authority are not exempt, by reason of the Federal Privacy Act, from disclosure otherwise required by the Florida Public Records Law, Housing Authority of the City of Daytona Beach v. Gomillion, 639 So.2d 117 (Fla. 5<sup>th</sup> DCA 1994). And see, Wallace v. Guzman, 687 So.2d 1531 (Fla. 3d DCA 1997) (exemptions from disclosure in Federal Freedom of Information Act apply to documents in the custody of federal agencies; the Act is not applicable to state agencies.)

**REMEMBER:** This outline is not exhaustive in its coverage; and, further, the Florida Public Records Act is regularly amended by the Florida Legislature and interpreted by the courts. It is strongly suggested that the General Counsel be consulted if you have any questions regarding a public records request.

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**GOVERNMENT IN THE SUNSHINE LAW**

**SECTION 286.011, FLORIDA STATUTES**

**I. Basic Provisions.**

Section 286.011(1) provides that:

"All meetings of any board or commission of any state agency or authority or of any agency or authority of any country, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting."

**II. What constitutes a "board of commission"?**

- A. All governing bodies and decision-making committees.
- B. All advisory boards that are more than mere fact-finders. A public body cannot escape the application of the Sunshine Law by delegating a job to an "alter ego." Advisory boards with "decision-making" functions, (i.e., screening applicants for an appointed position) are subject to the Sunshine Law. The courts focus on the nature of the act performed in determining whether a board is decision-making or merely fact-finding.

**III. What constitutes a "meeting"?**

- A. An occasion where two or more members of the same board are present (includes presence physically, by telephone, even when conferring by written documents or communications through third parties) (i.e., spouses), and

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- B. Discussion ensues on a matter on which “foreseeable action” will be taken (encompasses entire decision-making process, including briefings, workshops, seminars, etc.).

#### IV. Requirements for a public meeting.

##### A. Location

1. Section 286.011(6) prohibits holding public meetings at any facility that discriminates on the basis of sex, age, creed, color, origin, or economic status.
2. Section 286.26 requires accommodations to be made, upon written request received at least 48 hours in advance, for physically handicapped individuals. Federal law requires that persons with disabilities be given full access to all municipal meetings and programs.

##### B. Notice

1. The Statute does not contain any particular notice requirement.
2. The courts have interpreted the intent of the statutes to require “reasonable notice.”
3. In an informal opinion, the Attorney General’s office has suggested that reasonable notice should contain the time and place of the meeting and, if available, an agenda (otherwise a summary of subject matter) (note: the courts have held publication of an agenda is not required and it is not a Sunshine Law violation to discuss items not on the agenda). The Attorney General has further advised that these notices should be “prominently displayed” in a City Hall or comparable area set aside for that purpose and that the notices should be posted sufficiently in advance to provide “appropriate and effective notice under the circumstances.” Except in cases of emergency, special meetings should have at least 24 hours reasonable notice.
4. Section 286.0105 requires that each notice include the advice that if a person(s) decides to appeal any decision, they may need to ensure that a verbatim record of the proceedings is made.

##### C. Minutes

1. Section 286.011(2) requires that minutes be kept of each public meeting and that they be open to public inspection.

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2. Meetings may be tape recorded or video taped, but this is not required and does not alleviate the need for written minutes.

D. Voting

1. Section 286.012 requires that all members present at a meeting vote on official actions or decisions unless they comply with the conflict of interest provisions of Chapter 112, Florida Statutes.
2. Roll call votes on all matters are not necessary.
3. Secret ballots are prohibited.

V. Effect of Sunshine Law Violations.

A. Sanctions

1. Criminal - knowing violation of the Sunshine Law is a second degree misdemeanor, with penalties of up to \$500 in fines and up to 60 days in jail.
2. Civil - inadvertent violations are civil infractions with penalties not to exceed a \$500 fine.

B. Validity of actions taken in violation of the Sunshine Law.

1. Actions which have been taken are void ab initio.
2. Members of the general public have standing to sue.
3. Initial action taken in violation of the Sunshine Law can be cured by an independent final action taken in the Sunshine; in other words, start over but in the Sunshine.

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**SUNSHINE LAW - DO'S AND DON'TS**

**DON'TS**

1. Hold any conversation with other members of the City Commission regarding City business outside of a public meeting.
2. Ask staff member at private meeting about his conversation with another Commissioner.
3. Send memo to other Commissioner asking that they reveal how they will vote.
4. If have been delegated decision-making authority on behalf of the City Commission, hold meetings on that subject in private.
5. Abstain from voting without having a conflict of interest.
6. If you have questions about whether a meeting will violate the Sunshine Law, it probably does, so do not meet.

**DO'S**

1. Talk to staff in private (includes City Manager and City Attorney).
2. Talk to other board members of other City boards.
3. Talk to other board members or Commissioners of different political entities.

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3

PHCSA Employee Handbook

PHCSA

**Palm Harbor Library  
Palm Harbor Parks and Recreation  
East Lake Community Library  
East Lake Recreation**

## **Employee Handbook**

**P H C S A**

**Palm Harbor Community Services Agency, Inc.**

***Equal Opportunity Employer***  
**January 1, 2026**

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## SECTION 100 EMPLOYMENT

**Welcome** to the Palm Harbor Community Service Agency or PHCSA family. The Palm Harbor Community Services Agency, Inc. (PHCSA, referred to as “FIX-SA”) was created in 1985 per Pinellas County Ordinance 85-28 to provide library and recreation services to the residents of the Palm Harbor Community Services District, a municipal services taxing unit. Voted on by the residents of Palm Harbor, this county ad valorem tax of 0.5 mills is distributed to library and recreation services.

PHCSA is the governing board of the Palm Harbor Library, Palm Harbor Parks and Recreation, the East Lake Community Library and East Lake Recreation. The board consists of eight members and operates independently at the discretion and under the guidelines set forth by Pinellas County.

This handbook provides a brief overview of PHCSA policies. There are also additional policies specific to each entity. For the full and most up-to-date policy, please contact Human Resources at 727-373-7020.

### Vision Statement

To be the recreational, cultural, and gathering center of Palm Harbor and all nearby North Pinellas County communities where locals think of first as the place to meet, play, and connect.

### 101 Nature of Employment

This handbook is intended to provide employees with a general understanding of our personnel policies. Employees are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with the Palm Harbor Community Services Agency (PHCSA).

This handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor PHCSA is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time. The Handbook does not create a property interest in the employee’s job.

In order to retain necessary flexibility in the administration of policies and procedures, the Directors reserve the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook, except for their policy of employment-at-will. The only recognized deviations from the stated policies are those authorized by the PHCSA Board.

### 102 Employee Relations

PHCSA believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their Supervisor or Human Resources (HR).

Our experience has shown that when employees deal openly and directly with Supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that PHCSA amply demonstrates its commitment to employees by responding effectively to employee concerns.

### 103 Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at PHCSA will be based on merit, qualifications, and abilities. PHCSA does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, gender identity, genetic information, or any other characteristic protected by law.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of their Director, or if involving the Director, Human Resources. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. It is the responsibility of every employee to conscientiously follow this policy.

## **104 Immigration Law Compliance**

PHCSA is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with PHCSA within the past three years, or if their previous I-9 is no longer retained or valid.

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

## **105 Disability Accommodations**

PHCSA is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide people with meaningful employment opportunities for disabilities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Post-offer medical examinations are required. They are given to all the people entering the position only after conditional job offers. Medical records of all employees will be kept confidential to the extent provided by applicable law.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

PHCSA is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability.

This policy is neither exhaustive nor exclusive. PHCSA is committed to taking all other actions necessary to ensure equal employment opportunities for people with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

## 106 Business Ethics and Conduct

PHCSA is a governmental Agency subject to Florida Statutes 112. The successful business operation and reputation of PHCSA is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of PHCSA is dependent upon our participants' trust and we are dedicated to preserving that trust. Employees owe a duty to PHCSA and its participants to act in a way that will merit the continued trust and confidence of the public.

PHCSA will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate Supervisor and, if necessary, with the entity Director for advice and consultation.

Alcohol may be served at company-sponsored social events such as holiday parties, off-site team-building events, and client networking functions. Such events must be pre-approved by management or HR. Employees are expected to drink responsibly. Excessive drinking, inappropriate behavior, or any actions that may harm the company's reputation or workplace culture will not be tolerated. Alcohol consumption during standard business hours or at the workplace is prohibited unless it is part of a sanctioned event and explicitly approved by leadership.

Compliance with this policy of business ethics and conduct is the responsibility of every PHCSA employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

### Conflict of Interest

Employees are required to disclose to PHCSA the existence of any situation which may constitute a conflict of interest. Examples of conflicts of interest may include, but are not limited to:

- Employees shall generally avoid conducting PHCSAs' business with family members or other significant relationships or taking any business action that benefits a family member or significant relationship.
- Employees shall not directly or indirectly work or consult for a competitor or engage in activity that is competitive with PHCSAs' business interests.
- It is never acceptable for an employee to engage customers or employees to market their own or third-party goods and services.

Employees are required to notify their supervisor in writing of potential conflicts.

### Acceptance of Gifts

Solicitation or acceptance of unauthorized tips, gifts, wages, gratuities, and/or loans from residents, resident family members or vendors not permitted by any employee. Some gifts may be appropriate if these gifts are of little value, are not offered in exchange for any type of favorable treatment or advantage, and any such gift may not appear to others to be offered in exchange for favorable treatment or advantage.

Due to the nature of an employee's work, there are occasions when an employee is placed in a position in which a vendor may offer or provide the employee with a gift, invitation, or travel rewards. It is recognized that it is customary for certain vendors, in the normal course of business, to host clients at events to enhance business relationships. Such relationships are appreciated, in turn, when the vendors support the organization's fund-raising activities. Some vendor gifts may be appropriate if these gifts are of minimal

value, are not offered in exchange for any type of favorable treatment or advantage, and any such gift may not appear to others to be offered in exchange for favorable treatment or advantage.

### **107 Hiring of Relatives**

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage as defined in Section 112.3135, Florida Statutes. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

PHCSA is committed to a policy of employment and advancement based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives. Relatives of current employees may be considered for employment if they are the most qualified candidate. However, no employee may be directly involved in the hiring, supervision, evaluation, or promotion of a relative.

No immediate relative of any employee is to occupy a position on any Advisory Board or as a member of PHCSA. In case of actual or potential problems, PHCSA will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.

### **108 Employee Relationships in the Workplace**

PHCSA strives to provide an environment for employees that is respectful, fair, and free of unlawful harassment or discrimination. In keeping with its commitment to provide equal opportunity to all employees and in order to avoid potential conflicts of interest, favoritism, exploitation, harassment or breaches of professional standards, the company prohibits personal relationships where there is supervision, direction or control between the parties.

Relationships between PHCSA employees, both inside and outside of the workplace, must not negatively impact work.

### **109 Outside Employment**

Employees may hold outside jobs as long as they meet the performance standards of their job with PHCSA. All employees will be judged by the same performance standards and will be subject to PHCSA's scheduling demands, regardless of any existing outside work requirements.

If PHCSA determines in its sole discretion that an employee's outside work interferes with performance or the ability to meet the requirements of PHCSA as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with PHCSA.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside PHCSA for materials produced or services rendered while performing their jobs. To ensure freedom from conflicts of interest, employees shall provide their Director written notice of any outside employment. No property of PHCSA may be used for non-PHCSA related activities without Director approval.

### **110 Job Posting and Employee Referrals**

PHCSA provides employees with an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general, notices of all regular, full-time and part-time job openings are posted, although PHCSA reserves its discretionary right to not post a particular opening. Job openings

will normally be posted on the employee bulletin board and on hiring websites.

To be eligible to apply for a posted job, employees must have performed competently for at least 60 calendar days in their current position. Employees who have a written warning on file or are on probation or suspension are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications. To apply for an open position, employees should submit a written request to their Director listing job-related skills and accomplishments. It should also describe how their current experience with PHCSA and prior work experience and/or education qualify them for the position.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the Director. Other recruiting sources may also be used to fill open positions in the best interest of the organization.

An employee should submit the referral's resume and/or completed application form to their Director for a posted job. If the referral is interviewed, the referring employee will be notified of the initial interview and the final selection decision.

## **111 False Claims Act**

The False Claims Act (FCA) is a federal law that prohibits individuals or organizations from knowingly submitting false or fraudulent claims for payment to the U.S. government. PHCSA is committed to complying with this law and expects employees to act with honesty and integrity in all financial and grant-related matters.

## **Whistleblower Protection**

Under the FCA, individuals who report suspected fraud (“whistleblowers”) are protected from retaliation. If any employee has knowledge or information of any activity that violates the law, internal policy, or code of conduct, the employee should notify his or her supervisor or Human Resources. In addition, federal and state laws prohibit any retaliation or retribution against persons who report suspected violations of these laws to law enforcement officials or who file “whistleblower” lawsuits on behalf of the government. Anyone who believes that he or she has been subject to any such retribution or retaliation should also report this to Human Resources.

## **112 Drug Free Workplace Policy**

PHCSA will not tolerate the use of illegal drugs, including any controlled substances. We have a responsibility to our customer and all Team Members to help ensure the safest environment possible.

All Team Members are prohibited from selling, manufacturing, distributing, dispensing, possessing, or using illegal drugs, any controlled substances, alcoholic beverages, or prescribed drugs for which the Team Member has no valid prescription on company property or while engaged in company business.

Team Members who are taking a doctor-prescribed medication should talk to their doctor to make certain that the medication will not interfere with their ability to safely perform their assigned tasks. In those situations where prescribed medication may impair a Team Member’s ability to safely perform their work, the Team Member should contact their Supervisor and/or Human Resources to review. Any Team Member violating this policy is subject to discipline, up to and including immediate termination or employment. See the Drug Free Workplace Policy for more information

## **DRUG AND ALCOHOL TESTING**

To help maintain a safe workplace for our Team Members and a safe environment for our customers, PHCSA strictly prohibits any Team Member from reporting to work under the influence of illegal or unprescribed drugs or alcohol. PHCSA may request that a Team Member undertake drug and alcohol testing when reasonable suspicion of drug and alcohol use during work time exists. Reasonable suspicion includes, but is not limited to, slurred speech, disoriented behavior, odor of alcohol on the breath, unsteady gait or balance, and engaging or exhibiting conduct which jeopardizes the safety of the workplace, Team Members, customers, and property.

To ensure compliance with this policy, drug and/or alcohol screening may be conducted in the following situations:

- Preemployment: as required by PHCSA for all prospective Team Members who receive a conditional offer of employment.
- For cause: upon reasonable suspicion that the Team Member is under the influence of alcohol or drugs.
- Random: as authorized or required by federal or state law.

This policy will be enforced at all times in accordance with applicable federal, state, and local law. Any Team Member violating this policy, and/or refusing to take a drug or alcohol test upon request, will result in disciplinary action up to and including termination.

## SECTION 200 EMPLOYMENT STATUS & RECORDS

### 201 Employment Categories

It is the intent of PHCSA to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. PHCSA is an at-will employer. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will, with or without cause, at any time, for any reason with or without notice is retained by both the employee and PHCSA.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws.

If an employee is eligible for overtime pay or extra pay, they must maintain a record of the total hours worked each day. These hours must be accurately recorded on the timecard. Each employee must approve his or her timecards to verify that the reported hours worked are complete and accurate (and that there is no unrecorded or "off-the-clock" work). Time records should only be approved AFTER the shift worked. Employees should not pre-approve days that they have not yet worked. Employee timecards must accurately reflect all the regular and overtime hours worked, any absences, early or late arrivals, early or late departures, and meal breaks. When an employee receives each paycheck, the employee should verify immediately that employees were paid correctly for all regular and overtime hours worked each workweek.

EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. Each employee must approve his or her timecards to verify that the reported hours worked are complete and accurate (and that there is no unrecorded or "off-the-clock" work). Time records should only be approved AFTER the shift worked. Employees should not pre-approve days that they have not yet worked. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by Directors.

In addition to the above categories, each employee will belong to one other employment category:

**REGULAR FULL-TIME** employees are those who are not in a temporary or initial status and who are regularly scheduled to work PHCSA's full-time 32-hour schedule. Generally, they are eligible for PHCSA's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**ELIGIBLE** employees are regular full-time employees that are entitled to all PHCSA benefits.

**PART-TIME** employees are those who are not assigned to a temporary or initial status and who are regularly scheduled for less than 32 hours per week. While they do receive all legally mandated benefits (such as Social Security workers' compensation insurance and health insurance if eligible), they are eligible for limited benefits (See: 301 Employee Benefits).

**Initial** employees are those whose performance is being evaluated to determine whether further employment in a specific position or with PHCSA is appropriate. Employees who satisfactorily complete the Initial period will be notified of their new employment classification.

TEMPORARY/CASUAL employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary/casual employees retain that status unless and until notified of a change. While temporary/casual employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of PHCSA's other benefit programs.

## **202 Employment Applications**

PHCSA relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment at the sole discretion of PHCSA.

All applications shall be subject to a criminal background check prior to employment. An applicant may not be hired based on the results of the criminal background information obtained. Thereafter, these checks shall be conducted randomly throughout the employee's employment with PHCSA by Human Resources.

All offers of employment at Palm Harbor Community Services Agency (PHCSA) are contingent upon clear results of a thorough background check. Background checks will be conducted on all final candidates and on all employees who are promoted, as deemed necessary. Background checks will include Personal and Professional References, Drug Screen Test, Sexual Offenders and Predators Search and Criminal History via Fingerprint Background Check. The following additional background searches will be required if applicable to the position: Educational Verification, Motor Vehicle Records, Credit History.

## **203 Employment Reference Checks**

To ensure that individuals who join PHCSA are well qualified and have a strong potential to be productive and successful, it is the policy of PHCSA to check the employment references of all applicants.

The Parks and Recreation Directors, Library Directors, or Human Resources will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held.

## **204 Initial Probationary Period**

The initial probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. PHCSA uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or PHCSA may end the employment relationship at will at any time during or after the initial probationary period, with or without cause or advance notice.

All new and rehired employees work on an initial probationary basis for the first 60 calendar days after their date of hire or rehire. Employees who are promoted or transferred within PHCSA must complete an initial period of the same length with each reassignment to a new position. Any significant absence (more than 5 working days) will automatically extend an initial probationary period by the length of the absence. If PHCSA determines that the designated initial probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the initial probationary period may be extended for a specified period.

In cases of promotions or transfers within PHCSA, an employee who, in the sole judgment of management, is not



successful in the new position can be removed from that position at any time during the secondary initial period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and PHCSA's needs.

Employees who successfully complete the probation period will continue as regular employees.

## **205 Accesses to Personnel Files and Medical Files**

PHCSA maintains a personnel file on each employee. The personnel file includes information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Employees who wish to review their own file should contact Human Resources. Employees may review their own personnel files in the Human Resources office during normal business hours.

PHCSA shall maintain a separate medical file on each employee pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Privacy of an employee's protected health information shall be maintained pursuant to the HIPAA requirements.

## **206 Personnel Data Changes**

It is the responsibility of each employee to promptly notify Human Resources of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify Human Resources immediately.

## **207 Performance Evaluations**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance evaluations are conducted to provide both Supervisors and employees with the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance evaluations are scheduled approximately every 12 months and shall occur on October 1 of each year. Changes in employment status (such as promotion, leave of absence, etc.) will not change the evaluation date. All performance evaluations shall be in writing and all employees shall sign said evaluation acknowledging that he/she has received the performance evaluation.

# **SECTION 300** EMPLOYEE BENEFIT PROGRAMS

## **301 Employee Benefits**

Eligible employees at PHCSA are provided with a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. The Supervisor and/or Human Resources can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible Full-Time employees within each calendar year:

- \* Bereavement Leave
- \* Holidays
- \* Jury Duty Leave
- \* Life Insurance
- \* Health Insurance
- \* Dental Insurance
- \* Vision Insurance
- \* Elective Supplemental Insurance
- \* Short- and Long-Term Disability Insurance
- \* Military Leave
- \* Simple IRA, Roth IRA
- \* Personal Leave Benefits, PTO, available after the 60-day initial period, whether new hire or promotion
- \* Business Travel Expenses
- \* Employee Assistance Program
- \* PTO Buy-Back programs

The following benefit programs are available to eligible Part-Time employees within each calendar year:

- \* Personal Leave Benefits, PTO, available after the 60-day initial period, whether new hire or promotion
- \* Simple IRA, Roth IRA
- \* Bereavement Leave
- \* Holidays
- \* Jury Duty Leave
- \* Business Travel Expenses
- \* Employee Assistance Program

Some benefit programs require contributions from the employee, but most are fully paid by PHCSA. The Affordable Care Act permits some non-full-time employees who meet specific requirements to become eligible for health insurance coverage. Employees who are not full-time but qualify and become eligible for health insurance will be notified by Human Resources.

Floating Holiday shall be given as an annual incentive for both Full Time and Part Time employees, equaling a minimum of 16 hours, available after the 60-day initial period, whether new hire or promotion

### 302 Paid Time Off

Paid Time Off with pay or PTO is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. This leave shall encompass both sick leave and vacation leave. **\*Temporary/CASUAL employees are not eligible for and do not earn PTO.** Employees in the following employment classification(s) are eligible to earn and use PTO as described in this policy:

- \* Regular full-time employees

PTO is earned from hire date but is not available for use until the end of the 60-day initial period.

Hire date till end of 5<sup>th</sup> year = 6.15 hr./pay period = 160 hours per calendar year

Year 6 till end of 10<sup>th</sup> year = 7.7 hr./pay period = 200 hours per calendar year

After 10 years = 9.23 hr./ pay period = 240 hours per calendar year

A maximum of 80 UNUSED PTO hours may roll into the next calendar year per full-time employee.

The length of eligible service is calculated on the basis of a benefit year. This is the 12-month period that begins

when the employee starts to earn PTO. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

#### \*Part-Time Employees

PTO is earned from hire date but is not available for use until the end of the 60-day initial period.

Hire date till termination = .92 HR./pay period = 24 hours per calendar year

A maximum of 48 UNUSED PTO hours may roll into the next calendar year per part time employee.

### Use of Paid Time Off

To take PTO, employees should request advance approval from their Supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Employees should use any available Paid Time Off (PTO) before requesting time off without pay. Time off without pay is granted at manager's discretion. Time off without pay must not exceed 10 occurrences in a calendar year. For this policy, an occurrence is defined as any instance of unpaid time off, whether it is a full day or any portion of a day.

Paid Time Off is paid at the employee's base pay rate at the time of the leave. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid PTO for rest, relaxation, medical appointments, sickness and personal pursuits. In the event that available PTO is not used by the end of the calendar year, full-time employees may carry unused time forward to the next benefit year, to a maximum of 80 hours and part-time employees to a maximum of 24 hours.

Upon termination of employment, employees will be paid for unused PTO, with a maximum paid not to exceed the employee's individual "cap" of PTO that has been earned through the last day of work.

Employees who are unable to report to work due to unscheduled illness or injury should notify their direct Supervisor before the scheduled start of their workday if possible. The direct Supervisor must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the disability and its beginning and expected ending dates. Such verification may be requested for other personal leave absences due to illness as well and may be required as a condition to receive unscheduled personal leave benefits.

An employee may be granted up to 3 days of leave if s/he or a member of their household is a victim of domestic or sexual violence, upon presentation of appropriate documentation.

### Paid Time Off Exchange

PHCSA has implemented a PTO Exchange program to provide employees with an option to receive compensation for a portion of unused PTO hours. To be eligible for this program, you must be a full-time or part-time employee that has completed at least twelve months of continuous service and in good standing with no active disciplinary actions. Employees must submit a PTO Exchange form between November 1-15<sup>th</sup>. The Entity Director will review all requests after the application period. Approval may depend on that year's budgetary restriction and the number of requests. PHCSA has the right to revise the PTO Exchange policy as needed.

The maximum number of eligible PTO hours is 50% of an employee's individual net accrued PTO on November 1<sup>st</sup>. Pre-approved time off for Nov. 1-Dec 31 must be deducted from the PTO total before determining the net amount. Compensation cannot exceed 40 hours for full-time employees and 20 hours for part-time employees.

## Friend In Need Program

PHCSA has implemented a Friend In Need (AFIN) program that is a fully voluntary program through which an employee may choose to assist fellow employees in times of need by permitting person-to-person PTO donation. An employee who is in need of time off due to illness of self/family member and has worked for PHCSA for one year, must make the request in writing using the AFIN Request form. An employee who voluntarily donates time must keep a balance of 80 PTO hours for full time and 16 PTO hours for Part Time in their bank and make requests in writing using the AFIN Donation form. The official policy and forms can be requested from Human Resources.

## 303 PHCSA Observed Holidays

PHCSA will grant paid holiday time off to all full-time and part-time employees on the actual holidays posted at the beginning of each calendar year:

- \* New Year's Day (January 1)
- \* Martin Luther King Day
- \* President's Day (third Monday in February)
- \* Memorial Day (last Monday in May)
- \* Independence Day (July 4)
- \* Labor Day (first Monday in September)
- \* Veterans Day (November 11)
- \* Thanksgiving (fourth Thursday in November)
- \* Day after Thanksgiving (fourth Friday in November)
- \* Christmas Eve (December 24)
- \* Christmas (December 25)

Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times 8 hours for full-time and 4 hours for part-time employees. Holiday pay is available after the 60-day initial period.

If a recognized holiday falls during an eligible employee's paid absence (such as personal leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. The last day of employment cannot be a holiday.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday.

In addition to the recognized holidays previously listed, full-time and part-time employees will receive 2 floating holidays, totaling 16 hours, in each calendar year. These holidays must be scheduled with the prior approval of the employee's Supervisor. Floating holidays do not carry over into the next benefit year nor are they paid for upon termination.

Paid time off for holidays will not be counted as hours worked for the purpose of determining overtime.

## 304 Workers' Compensation Insurance

PHCSA provides a comprehensive workers' compensation insurance program at no cost to employees and volunteers. This is provided in accordance with Florida Statute 440. If an employee sustains a job-related injury or illness, no matter how slight, it is important to notify the supervisor and HR immediately. The supervisor will complete an injury report with input from the employee and return the form to HR. HR will file the claim with the insurance company. In cases of true medical emergencies, report to the nearest emergency room.

### 305 Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their Supervisor immediately.

Up to 4 days of paid bereavement leave will be provided to full-time and part-time employees.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their Supervisors' approval, use any available paid leave for additional time off as necessary.

PHCSA defines immediate family as the employee's spouse/domestic partner, parent, child/disabled person, sibling, grandparent, grandchild or parents-in-law. Any other requests are under the sole consideration of the Director and Human Resources Coordinator.

### 306 Jury Duty

PHCSA encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request up to 1 week of paid jury duty leave over any 2-year period.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

- \* Regular full-time employees
- \* Regular part-time employees

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their Supervisor as soon as possible so that the Supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either PHCSA or the employee may request an excuse from jury duty if, in PHCSA's judgment, the employee's absence would create serious operational difficulties.

PHCSA will continue to provide health insurance benefits for the full term of the jury duty absence.

### 307 Health Insurance

PHCSA's health insurance plan provides employees and their spouses/partners and dependents access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- \* Regular full-time employees
- \* Employees that meet the Affordable Care Act requirements

Eligible employees may participate in the health insurance plan after their initial period (60 days) and subject to all terms and conditions of the agreement between PHCSA and the insurance carrier.

## Benefits Continuation

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on the cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Directors or Human Resources, for more information about health insurance benefits.

## 308 Employee Assistance Program (EAP)

### Purpose of Guideline

PHCSA recognizes that a wide range of problems - such as marital or family distress, alcoholism, and drug abuse - not directly associated with an individual's job function can nonetheless be detrimental to an employee's performance on the job. Consequently, PHCSA believes it is in the interest of employees and PHCSA to provide an effective program to assist employees and their families in resolving problems such as these as the need arises. To this end, PHCSA provides an Employee Assistance Program (EAP) for employees and their eligible dependent family members. The EAP is designed to provide voluntary, private confidential, professional counseling outside the workplace for any type of personal problem. The EAP provides consultation services for referrals to local community treatment sources. All employees are free to use this program and are encouraged to do so. Employee visits to the EAP are held in confidence to the maximum possible extent.

Participation in the EAP does not excuse employees from otherwise complying with Company policies or from meeting normal job requirements during or after receiving assistance. Nor will participation in our employee assistance program prevent the Company from taking disciplinary action against any employee for performance problems that occur before or after the employee's seeking assistance through the program.

The Employee Assistance Program (EAP) is designed to support the well-being and productivity of employees and their families by providing confidential, professional assistance for a variety of personal and work-related concerns. EAP is offered to all PHCSA employees free of charge.

The EAP program provides for confidential support and short-term counseling in the following areas: Mental health and emotional well-being, Stress, anxiety, depression, workplace conflicts, family/relationship issues, substance abuse, legal and financial concerns, grief and loss, crisis intervention. EAP counseling is typically a three-stage process that includes (1) clarifying the problem, (2) identifying the possible solutions, and (3) developing an action plan. If the action plan calls for treatment by another resource, you will be responsible for paying those fees if you decide to participate. To determine whether the PHCSA's group health plan may cover some of those costs, you should contact your Director or Human Resources.

Assistance is available seven days a week, 24 hours per day. The EAP will arrange for a counselor to see employees for confidential consultation or will provide limited counseling by telephone. The phone number to call is 1-800-847-7240.

All EAP records and services are treated confidentially. The EAP will not share information concerning employee involvement in the program without written permission unless life, safety, or national security is seriously threatened, or disclosure is otherwise required by law.

If an employee has any questions about EAP services, employees should contact their Director, or Human Resources.

### 309 Life Insurance

Life insurance offers eligible employees and their family important financial protection. PHCSA provides a basic life insurance plan for eligible employees.

Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided as part of the basic life insurance plan.

Employees in the following employment classifications are eligible to participate in the life insurance plan:

- \* Regular full-time employees

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between PHCSA and the insurance carrier.

Full-time employees also have the availability to purchase additional life insurance.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Contact Human Resources for more information about life insurance benefits.

### 310 Simple and Roth IRA Plan

PHCSA has established a voluntary retirement savings plan, a Simple and Roth IRA, to provide all employees with the potential for future financial security for retirement.

To be eligible to join the plan, the employee must be 21 years of age or older. Employees may join the plan during open enrollment periods or after they have earned more than \$5,000. Eligible employees may participate in the plan subject to all terms and conditions of the plan.

The plan allows an employee to elect how much salary they want to contribute and direct the investment of their plan account, so they can tailor their own retirement package to meet individual needs. At the discretion of the entity Directors, PHCSA will match a certain amount to a Simple IRA. These matches are determined annually.

Complete details of the Simple and Roth IRA are provided for employees. Contact Human Resources for more information about the plan.

## SECTION 400 TIMEKEEPING/PAYROLL

### 401 Timekeeping

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require PHCSA to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin by clocking in and end their work by clocking out, as well as the beginning and ending time of each meal period. They should also record the beginning and end of any split shift or departure from work for personal reasons. Employees must always clock in and clock out from the kiosks at any facility, workstation and/or app.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Nonexempt employees should not report to work prior to their scheduled starting time nor stay after their scheduled stop time without express, prior authorization from their Supervisor.

It is the employees' responsibility to approve their time records to certify the accuracy of all time recorded. Time records should only be approved AFTER the shift worked. Employees should not pre-approve days that they have not yet worked. The Supervisor will review and then approve the time record before payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the Supervisor must verify the accuracy of the changes by approving the time record a second time.

## **402 Paydays**

All employees are paid biweekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

## **403 Overtime**

All nonexempt employees working over 40 hours per week shall be eligible for overtime compensation. PHCSA work week starts on Monday and ends on Sunday. Each hour worked over the 40 hours per week shall be compensated at one- and one-half times the employee's hourly rate. Overtime **must** be approved in advance by the employee's Supervisor

Employees who work overtime without receiving prior authorization from the Supervisor may be subject to disciplinary action, up to and including possible termination of employment.

## **404 SAFE HARBOR POLICY**

It is PHCSA policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that employees are paid properly for all the time worked and that no improper deductions are made, they must record correctly all work time and review paychecks promptly to identify and to report all errors. Employees also must not engage in off-the-clock or unrecorded work.

### **Review Pay Stub**

PHCSA makes every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, PHCSA promptly will make any correction that is necessary. Please review pay stubs when received to make sure they are correct. If an employee believes a mistake has occurred or if there are any questions, please use the reporting procedure outlined below.

### **Exempt Employees**

PHCSA complies with the salary requirements of the Fair Labor Standards Act (FLSA) and does not make improper deductions from the salaries of exempt employees. If you believe an improper deduction has been made from your salary, you should immediately report it to Human Resources or your direct supervisor.

All reports of improper deductions will be promptly investigated. If it is determined that an improper deduction was made, you will be reimbursed promptly for any such deduction.

It is our policy to:

- Clearly communicate this Safe Harbor Policy to all exempt employees.
- Investigate any complaints quickly and fairly.
- Correct any errors, including making full reimbursement.

The Company prohibits retaliation against any employee who reports improper deductions in good faith.



## 405 Pay Deductions

The law requires that PHCSA make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. PHCSA also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security wage base. PHCSA matches the amount of Social Security taxes paid by each employee.

PHCSA offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, Human Resources can assist in having your questions answered.

## 406 Work Schedules

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. There may be occasions when it is mandatory that all employees work, such as special events.

## 407 Employment Separations

Separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for separation are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- \* Resignation - voluntary employment separation initiated by an employee.
- \* Discharge - involuntary employment separation initiated by the organization.
- \* Layoff - involuntary employment separation initiated by the organization for non-disciplinary reasons.
- \* Retirement - voluntary employment separation initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Since employment with PHCSA is based on mutual consent, both the employee and PHCSA have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment separation in the following manner. All accrued, vested benefits that are due and payable at separation will be paid.

## 408 Training

PHCSA provides employee training as a means to help employees develop and/or enhance their professional skills and to assist them with their career development goals. As part of our commitment to staff training and development, we provide in person and online courses throughout the year. From time to time a supervisor may recommend specific online courses as a performance improvement activity or as part of an employee's professional development plan. Should the employee request permission to take specific courses unrelated to the scope of his/her position, the supervisor will discuss it with the Director for review and/or approval.

## SECTION 500 WORK CONDITIONS & HOURS

### 501 Safety

PHCSA provides information to employees about workplace safety and health issues through regular internal communication channels such as Supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Each employee is expected to obey safety rules and to exercise caution in all work activities.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their immediate Supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures. Accident/Incident forms must be completed as soon as possible, following such occurrences.

### 502 Smoking

In keeping with PHCSA's intent to provide a safe and healthy work environment, smoking in the workplace is prohibited except in outside locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

This policy applies equally to all employees, participants, and visitors.

### 503 Break and Meal Periods

Employees scheduled for four or more hours a day will be provided with one 15-minute break period. Employees scheduled for eight or more hours a day will be provided with two 15-minute break periods. Break periods may not be accumulated in order to leave work early. Supervisors will advise employees of the regular break period length and schedule. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted break period time, nor are they to leave the premises during any paid period of time in which they are not working.

Employees scheduled to work six or more hours will be eligible for a meal break of up to 30 minutes. It is the employee's choice whether to take a meal break, unless otherwise directed by their supervisor based on operational needs. Employees are responsible for monitoring their hours and should not work more than 40 hours per week. Supervisors will schedule meal periods as needed to meet operational requirements. During meal periods, employees will be relieved of all duties and responsibilities and will not be compensated for that time.

Be advised that child labor laws prevail for minors in all instances.

### 504 Nursing Mothers Policy

To ease the transition of mothers returning to work following the birth of a child, lactation accommodation will be provided for nursing mothers.

For up to a year following a child's birth, nursing employees will be provided break time to express breast milk during the workday. The employee will be allowed a reasonable break whenever she has the need to express milk throughout the day.

PHCSA will provide a private area for nursing employees to express breast milk onsite at any of its entity locations. Employees must bring their own cooler or storage container but may store their milk in a Company refrigerator.

Breaks to express milk will not be paid. Employees may use normal break and lunch periods to accommodate their nursing needs. However, if the breaks needed to express milk exceed standard daily break time, then the employee must use personal time (either in the form of an unpaid break or paid time off).

If returning from maternity leave, speak with employee manager or Supervisor regarding nursing needs. Employee Supervisor will work with employees to accommodate break schedules as needed, knowing that employee breaks may differ on a day-to-day basis.

If you have any further questions or concerns regarding this policy, please contact Human Resources.

## **505 Use of PHCSA Phone and Mail Systems**

The use of PHCSA-paid postage for personal correspondence shall not be permitted.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

## **506 Use of Equipment and Vehicles**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using PHCSA property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the Supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

When operating a company vehicle or equipment, there shall be NO use of cell phones, no texting nor smoking while the vehicle or equipment is in operation.

## **507 Emergency Closings**

At times, emergencies such as but not limited to severe weather, fires, power failures, or earthquakes can disrupt company operations. Your Supervisor will notify you of closing. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during nonworking hours, local media will be asked to broadcast notification of the closing.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid. This payment will show up on your paycheck as "Closure Pay" and does not count towards the calculation of overtime.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off. Employees may request available paid leave time such as unused personal leave benefits.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive overtime rates.

## 508 Business Travel Expenses

PHCSA will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by your Director.

Employees whose travel plans have been approved should make all travel arrangements through their respective Director.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by PHCSA. Employees are expected to limit expenses to reasonable amounts. Expenses will be reimbursed as provided under applicable Federal Statutes.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate Supervisor. Vehicles owned, leased, or rented by PHCSA may not be used for personal use without prior approval.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.

When travel is completed, employees should submit completed travel expense reports within 30 days for all expenses.

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

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

## 509 Technologies and Privacy

No employee should have any reasonable expectation of privacy while using PHCSA network, hardware, software, voice mail and whatever else is included within the jurisdiction of these policies.

## 510 Social Media

“Social Media” is defined as any social networking site or other virtual tool by which individuals are able to actively engage in communication with one another that can either automatically, or with discretion, be shared with other known and unknown users. Email is a social networking tool which enables access to and use of social media. Facebook, LinkedIn, Twitter, blogs, chat rooms and web bulletin boards are forms of social media.

The purpose of this policy is to assist employees in making responsible decisions about professional and personal use of social media. It is in no way intended to interfere with, restrain, or prevent employees from engaging in honest communications regarding wages, hours, or other terms and conditions of employment.

Remember, PHCSA provided electronic equipment (which may include desktop computers, laptop computers, tablets and smart phones) remains at all times the property of PHCSA and may without notice be monitored, and employees do not have any privacy right in content transmitted through or stored on the PHCSA systems. Employees must cooperate in such monitoring.

In accordance with this policy, the following would constitute irresponsible use of social media, and may subject employees to disciplinary action:

- Criticism or disparagement of competitors, patrons, or suppliers of PHCSA
- Disclosure of copyrighted materials or other intellectual property of someone other than employee
- Displaying false information about PHCSA, any affiliated business entity, employee, supplier, or customer
- The expression of one's own opinion or viewpoint as that of position, viewpoint, statements, opinions or conclusions of PHCSA or any affiliated business entity, employee, supplier or customer
- Electronic harassment, bullying, discrimination, or retaliation that would not be permissible in the workplace
- The use of a PHCSA email address to register on social networking sites, blogs or other online tools utilized for personal use

Employees may not use PHCSA's name to endorse or promote any product, commercial enterprise, opinion, cause or political candidate. If employee posts or entry identifies or mentions PHCSA, employee must also identify their real name. Links to other websites or locations are also subject to this policy.

This policy applies to all blogs and networking sites, without regard to whether they are accessible by the public or require a password.

Remember, employees are personally responsible for any posting that they make. PHCSA is not responsible for protecting employees from the consequences of any information that they post.

Please consider messages carefully prior to publishing them on both external and internal networking sites.

## **511 Computers and E-mail Usage**

Computers, computer files, e-mail systems, and software furnished to employees are PHCSA property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored. Again, understand that no employee should have any reasonable expectation of privacy while using PHCSA network, hardware, software, voice mail and whatever else is included within the jurisdiction of these policies.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

All e-mail should include the following statement as part of the signature-

Public Records Notice: Under Florida law, email addresses and email content are public records.

PHCSA purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, PHCSA does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. PHCSA prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate Supervisor, their Director and Human Resources upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

## **512 Internet Usage**

Internet access to global electronic information resources on the World Wide Web is provided by PHCSA to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered

to be part of the official records of PHCSA and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by PHCSA in violation of law or PHCSA policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy.

### **513 Workplace Monitoring**

Workplace monitoring may be conducted by PHCSA to ensure quality control, employee safety, security, and customer satisfaction.

Computers furnished to employees are the property of PHCSA. As such, computer usage and files may be monitored or accessed.

To ensure the safety of employees and visitors, PHCSA maintains 24-hour security at most of our facilities. Employees should be aware that our facilities will be monitored by video, audio or other surveillance, both visible and more discreet. The purpose of this surveillance is to help deter the possibility of theft and other inappropriate behavior.

Because PHCSA is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

### **514 Artificial Intelligence (AI)**

PHCSA may use artificial intelligence (AI) tools to improve services, streamline operations, and support business operations. This may include automation, data analysis, content generation, or customer service support.

Employees may encounter or use AI tools as part of their duties. When doing so, the following rules apply:

- Only use AI tools that have been reviewed and approved by supervisor or IT.
- Do not input sensitive, private, or proprietary information into external AI systems.
- Use AI to support your role—not to replace professional judgment or patron interaction.

AI tools must be used in a way that respects PHCSA ethics, including privacy, access, and intellectual freedom. Staff should be aware of the bias in AI systems and report concerns about whether tools seem to produce unfair or inaccurate results.

## 515 Workplace Violence Prevention

PHCSA is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, PHCSA has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including Supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, horseplay, or other conduct that may be dangerous to others. To maintain a safe workplace, the possession, transfer, sale, or use of illegal drugs, alcohol, explosives, firearms, weapons, or other hazardous materials on PHCSA premises is strictly prohibited. Violations of this policy may result in disciplinary action, up to and including termination of employment. All employees are expected to cooperate in maintaining a safe and compliant work environment.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate Supervisor or any other member of management. This includes threats by employees, as well as threats by patrons, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a Supervisor. Do not place yourself in peril.

PHCSA will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, PHCSA may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

PHCSA encourages employees to bring their disputes or differences with other employees to the attention of their Supervisors or the Director and Human Resources, before the situation escalates into potential violence. PHCSA is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

## 516 Media Relations

PHCSA is committed to providing the media with accurate information. To avoid discrepancies, specific guidelines should be followed when a media inquiry is received.

All media inquiries regarding PHCSA and its operation must be immediately referred to that entity Director, who is authorized to make or approve public statements regarding their business. Unless specifically designated by this person, you are not authorized to make those statements. If you wish to write or publish an article, paper or other publication on behalf of PHCSA, you must first obtain approval.

Media inquiries include, but are not limited to, official statements, press releases and advertisements.

Please contact your Director or Human Resources with any questions or concerns you have regarding the Media Relations Policy.

## SECTION 600 LEAVES OF ABSENCES

### 601 Family Medical Leave

PHCSA provides family leaves of absence without pay to eligible employees. Employees missing longer than two weeks must take FMLA. PHCSA abides by all applicable Federal Statutes.

Employees in the following employment classifications are eligible to request family leave as described in this policy:

- \* Regular full-time employees

To be an “eligible employee,” an employee must: (1) have been employed by the PHCSA for at least 12 months (which need not be consecutive); (2) have been employed by the PHCSA for at least 1250 hours of service or 53 days during the 12-month period immediately preceding the commencement of the leave.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by PHCSA until the end of the month in which the approved family leave begins. At that time, employees will become responsible for their portion of these benefits if they wish coverage to continue. When the employee returns from family medical leave, benefits will again be provided by PHCSA according to the applicable plans.

Benefit accruals, such as personal leave or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide PHCSA with at least two weeks' advance notice of the date the employee intends to return to work. When a family leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

An employee requesting family medical leave must complete the “Application for Family or Medical Leave” (see Human Resources for form) and return it to the employee's director five (5) business days prior to any accrued paid time being exhausted. The completed application must state the reason for the leave, the duration for the leave, and the starting and ending dates of the leave.

If an employee fails to return to work on the agreed return date, PHCSA will assume that the employee has resigned.

### 602 Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). PHCSA will follow USERRA and applicable Florida Statutes (115).

### 603 Leave of Absence

PHCSA recognizes that not all employees are eligible for FMLA. If an employee is not eligible for FMLA, a non-probationary full-time or part-time employee may request unpaid personal leave at the discretion of their Supervisor. Employees must have maintained a satisfactory record of employment with PHCSA for a minimum of one year to be eligible. Requests for Leave of Absence (LOA) must be submitted in writing to the Supervisor at least forty-five (45) days prior to the intended commencement date. Exceptions may be made for medical or personal emergencies. A LOA should be requested if the employee will be out longer than 7 calendar days. The request should include Reason(s) for the proposed leave. Departure date from employment. Estimated return date to employment.



All accrued PTO and Floating Holidays leave must be used before LOA begins. The maximum number of LOA days allowed within any one calendar year is fourteen (14). Requests for LOA beyond this limit require approval from the Entity Director. PTO will not accrue during periods of unpaid leave. Holidays falling on LOA days are not paid. In the case of medical leave, the Supervisor reserves the right to request a doctor's note confirming the employee's fitness to return to work.

If an employee fails to return from LOA as agreed upon, it will be considered voluntary termination of employment unless extenuating circumstances are communicated to the Supervisor prior to the return date. The use of LOA should be exercised with discretion, considering its impact on the efficient operation of the organization and the cohesion of the team.

## SECTION 700 EMPLOYEE CONDUCT & DISCIPLINARY ACTION

### 701 Sexual and Other Unlawful Harassment

PHCSA is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- \* Unwanted sexual advances.
- \* Offering employment benefits in exchange for sexual favors.
- \* Making or threatening reprisals after a negative response to sexual advances.
- \* Visual conduct that includes leering, making sexual gestures, or displaying sexually suggestive objects or pictures, cartoons or posters.
- \* Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- \* Verbal sexual advances or propositions.
- \* Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- \* Physical conduct that includes touching, assaulting, or impeding or blocking movements. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Any employee who experiences or witnesses sexual or other unlawful harassment in the workplace must report it immediately to the Supervisor. If the Supervisor is unavailable or employee believes it would be inappropriate to contact that person, that employee should immediately contact the Director, Human Resources or any other member of management. Any employee can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, said employee will be informed of the outcome of the investigation.

Any Supervisor or Manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Director and Human Resources so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

## **702 Reporting Child/Disabled Person Abuse**

All employees must report any actual or suspected child/disabled person abuse, abandonment or neglect to their immediate Supervisor, Director or Human Resources. This contact person will discuss the situation to ensure that the appropriate reports, if any are needed, are completed. Employees will comply with child/disabled person protective investigations.

## **703 Personal Appearances**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image PHCSA presents to patrons and visitors.

During business hours or when representing PHCSA, employees are expected to present a clean, neat, and tasteful appearance. Employees should dress and groom themselves according to the requirements of their position and accepted social standards. This is particularly true if the job involves dealing with patrons or visitors in person. Employees should wear name badges at all times while working.

Supervisors or department heads are responsible for establishing a reasonable dress code appropriate to the job employees perform. If the Supervisor feels employee personal appearance is inappropriate, they may be asked to leave the workplace until properly dressed or groomed. Under such circumstances, the employee will not be compensated for the time away from work. Consult the Supervisor if there are any questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be provided for a person with a disability.

## **704 Return of Property**

Employees are responsible for all PHCSA property, materials, or written information issued to them or in their possession or control. Employees must return all PHCSA property immediately upon request or upon termination of employment. PHCSA may also take all action deemed appropriate to recover or protect its property.

## **705 Resignations**

Resignation is a voluntary act initiated by the employee to terminate employment with PHCSA. Although advance notice is not required, PHCSA requests at least 2 weeks' written resignation notice from regular employees and 4 weeks' notice from exempt employees.

## **706 Security Inspections**

PHCSA wishes to maintain a safe workplace, the possession, transfer, sale, or use of illegal drugs, alcohol, explosives, firearms, weapons, or other hazardous materials on PHCSA premises is strictly prohibited. To this end, PHCSA prohibits the possession, transfer, sale, or use of such materials on its premises. PHCSA requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of PHCSA. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of PHCSA at any time, either with or without prior notice.

PHCSA likewise wishes to discourage theft or unauthorized possession of the property of employees, PHCSA, visitors, and patrons. To facilitate enforcement of this policy, PHCSA or its representative may inspect not only desks and lockers but also people entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto PHCSA's premises.

## 707 Solicitations

In an effort to ensure a productive and harmonious work environment, employees may not solicit or distribute literature in the workplace at any time for any purpose during working hours.

PHCSA recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time.

Examples of impermissible forms of solicitation include:

- The collection of money, goods, or gifts for political groups
- The sale of goods, services, or subscriptions outside the scope of official organization business
- The distribution of literature not approved by the employer
- The solicitation of memberships, fees, or dues

In addition, the posting of written solicitations on company bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Affirmative Action statement
- Employee announcements
- Job openings
- Organization announcements
- Workers' compensation insurance information
- State disability insurance/unemployment insurance information

If employees have a message of interest to the workplace, they may submit it to the Directors for approval. All approved messages will be posted by the Directors

## 708 Progressive Discipline

The purpose of this policy is to state PHCSA's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

PHCSA's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with PHCSA is based on mutual consent and both the employee and PHCSA have the right to terminate employment at will, with or without cause or advance notice, PHCSA may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and still another offense may then lead to termination of employment.

PHCSA recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and PHCSA.

## 709 Employee Conduct and Work Rules

PHCSA has an outstanding reputation for ethical behavior and fair dealing.

In terms of the performance of job duties employees may deal with a variety of people and organizations. Failure to interact courteously and tactfully with co-workers, customers, vendors, or fellow employees to the point that productivity or morale suffers may subject an employee to immediate disciplinary action, up to and including termination.

All employees are prohibited from engaging in any conduct that reflects adversely on the reputation and business of PHCSA. All employees benefit from an atmosphere of good ethical conduct. Employees who are aware of suspected misconduct, abuse of PHCSA assets, or other violations of this policy are responsible for reporting such matters to their Supervisor, Director or Human Resources.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property and/or money
- Falsification of timekeeping records
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Racial, sexual or other types of harassment or discrimination
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice. Excessive absenteeism is defined as three occurrences of absence/tardiness in a three (3) month period.
- Unauthorized absence from workstation during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of confidential information
- Violation of personnel policies
- Inappropriate and/or unprofessional behavior
- Gambling or conducting unlawful games of chance on premises
- Surveillance, audio recording and/or pictures taken of customers and/or team members without prior authorization
- Sleeping while on duty
- Failure to notify management of an arrest, guilty plea or conviction for violating a criminal statute

Employment with PHCSA is at the mutual consent of PHCSA and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

## 710 Problem Resolution

PHCSA is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Supervisors and/or Directors.

PHCSA strives to ensure fair and honest treatment of all employees. Directors, Supervisors, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with PHCSA in a reasonable, business-like manner, or for using the problem resolution procedure, shown below.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents problem to immediate Supervisor within 30 calendar days, after incident occurs. If Supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to their Director and Human Resources or any other member of management.
2. Supervisor responds to problem during discussion or within 30 calendar days, after consulting with appropriate management, when necessary. Supervisor documents discussion.
3. Employee presents problem to their Director or, if the issue involves their Director, to Human Resources within 30 calendar days, if problem is unresolved.
4. Director or Human Resources counsels and advises employees, assists in putting problems into writing, visits the employees' manager(s), if necessary, and directs employees to Director or Human Resources for a review of the problem.
5. Employee presents a problem to their Director or, if the issue involves the Director, to Human Resources in writing.
6. Director or Human Resources reviews and considers the problem. Director or Human Resources informs employees of decision within 30 calendar days, and forwards copy of written response to Director or Human Resources for employee's file. The Director or Human Resources has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment and helps to ensure everyone's job security.

## **EMPLOYEE SAFETY RESPONSIBILITIES**

The primary responsibility of the employees of PHCSA is to perform his or her duties in a safe manner in order to prevent injury to themselves and others.

As a condition of employment, employees **MUST** become familiar with, observe, and obey PHCSA's rules and established policies for health, safety, and preventing injuries while at work. Additionally, employees **MUST** learn the approved safe practices and procedures that apply to their work.

Before beginning special work or new assignments, an employee should review applicable and appropriate safety rules.

If an employee has any questions about how a task should be done safely, he or she is **NOT** to begin the task until he or she discusses the situation with his or her Supervisor. Together, they will determine the safe way to do the job.

If, after discussing a safety situation with his or her Supervisor, an employee still has questions or concerns, he or she is required to contact their Director or Human Resources.

**NO EMPLOYEE IS EVER REQUIRED** to perform work that he or she believes is unsafe, or that he or she thinks is likely to cause injury or a health risk to themselves or others.

**Housekeeping:** The following areas must remain clear of obstructions;

- a) Aisles/exits
- b) Fire extinguishers and emergency equipment
- c) All electrical breakers, controls, and switches

You are responsible for keeping your work area clean and safe. Clean-up several times throughout the day, disposing of trash and waste in approved containers, wiping up any drips, spills immediately, and putting equipment and tools away as you are finished with them

**Personal Protective Equipment (PPE):** Inspect PPE prior to each use. Do not use damaged PPE. You are required to maintain and keep PPE clean:

Safety Glasses - must be worn at all times in designated areas in the facility

- Hard Hats - must be worn at all times in designated areas
- Gloves - work gloves must be worn at all times when handling sharp or rough stock, welding, or performing other jobs, which could cause hand injuries. Synthetic gloves must be worn when handling chemicals.
- Welding - appropriate filter lens, welding helmet, gloves, and sleeves are required for welders at all times.
- Hats/neckwear/sunscreen – must be worn while working outdoors or supervising employees and campers outdoors
- Hearing Protection - is required in areas where noise exposure is more than 90dBA (85dBA if you already have experienced a hearing loss).

**Equipment Operation:** You must specifically be trained and authorized by your Supervisor to operate the following:

- a) Company vehicles
- b) Machinery and power tools
- c) Paint sprayers
- d) Welders, and
- e) Cranes/hoists

Never operate damaged or defective equipment. Turn the machine off and report it to your Supervisor immediately

When operating machines:

- Do not wear loose clothing,
- Long hair should be tied up and back,
- Remove jewelry, and sleeves should either be rolled all the way up, or all the way down.

**Ladders:**

- Inspect all ladders prior to each use;
- Ladders must be placed on secure footing;
- Only one person is allowed on a ladder at a time;
- Never stand on the top two steps of a stepladder;
- Always maintain 3-point contact when working on ladders;
- Never reach beyond arm length when working on a ladder; and
- Never use metal ladders when working on or around electrical equipment.

**Lockout/Tag Out-** is a safety procedure which is used to ensure that dangerous machines are properly shut off and not started up again prior to the completion of maintenance or servicing work. It requires that hazardous power sources be “isolated and rendered inoperative” before any repair procedure is started. Prior to working on any machinery when guards are removed, every energy source (electrical, hydraulic, chemical, mechanical, etc.) must be deactivated, stored energy dissipated, and the control locked in the off (safe) position.

Never remove or tamper with a lockout performed by another employee or contract. A lockout could consist of a lock applied to a control such as a switch, breaker, or valve. A tag containing words such as "DANGER – DO NOT OPERATE" may also be used for lockout. If you see the lock, the tag, or both applied to an energy control device it means, “Keep your hands off.”

### **Hazard Communication:**

- All chemical containers must be labeled to identify contents and hazards.
- A Material Safety Data Sheet (MSDS)/Safety Data Sheet (SDS) must be secured for all chemicals purchased or brought on site.
- Follow all label and MSDS/SDS instructions - including amount instructions.
- Do not mix chemicals unless authorized to do so.
- Keep all chemicals in closed containers.
- Store all flammable liquids in safety cabinets or safety cans. Never use flammable chemicals around ignition sources such as smokers, pilot lights, or arcing/sparking electrical equipment.
- Wear the required Personal Protective Equipment and minimize contact with the chemical.
- Do not eat, drink, or smoke while using chemicals. And always wash your hands after handling chemicals.

### **Emergencies:**

- In the event of any serious injury or fire, call 911. Send someone to the facility entrance to meet the Fire Department.
- Do not touch blood or any other bodily fluid during or following an incident. If you are trained to administer first aid, gloves and other barriers are located with the first aid equipment. If you think that you have been exposed to bodily fluid, notify your Supervisor immediately.

### **Company Vehicles and Driver Safety:**

- Only employees authorized by PHCSA are permitted to operate PHCSA vehicles.
- No 'side trips' or personal use of company vehicles are permitted.
- Seat belts/shoulder harnesses must be worn whenever the vehicle is in motion.
- All local and state traffic regulations and signs must be followed.
- **No** unauthorized riders, hitchhikers, etc., are allowed in PHCSA vehicles.
- All moving violations resulting in points being assigned to your license must be reported to your Supervisor.
- **No** using cell phones, nor texting, while driving/operating vehicles on company time.
- Driving while under the influence of alcohol or other drugs is forbidden.

### **Electrical Safety:**

- Never operate or tamper with the electrical main switch or breakers. You are authorized only to operate switches/disconnects on/for individual machines.
- Report all electrical problems and suspected problems to your Supervisor.
- All junction boxes, control boxes, connections, and other wiring must have covers securely installed to prevent accidental contact.
- Inspect all plugs, cords, and portable equipment prior to use.

- Report any damaged electrical equipment to your Supervisor. Only authorized personnel are permitted to make repairs.
- Extension cords are to be used only for temporary applications. Never stretch cords across aisles or areas where others may trip over them. Do not attached extension cords to the building or run them under rugs/mats or through walls.
- Any personal electrical devices must be approved by PHCSA prior to us

**Lifting:**

- If you need help moving material, request assistance.
- When you lift, use your leg muscles by squatting close to the load, preserving the curve in your back, spreading your feet, and lifting with your legs, keeping the load close to your body.
- When you turn holding an object, move your feet and do not twist.

**Staying Safe** - Report on any unsafe conditions or situations to your Supervisor. If you have suggestions on improving any aspect of safety in the facility, discuss it. If you are unsure of how to operate a piece of equipment or complete an assignment, **ask for help**. Asking for help when you are unsure reduces the chance of injury.

These rules are established to help you stay safe and injury free. Violation of the above rules or conduct that does not meet minimum accepted work standards will result in discipline, up to and including discharge.

**General Emergency Guidelines:**

- Stay calm and think through your actions.
- Know the emergency numbers:
  - Fire/Police/Ambulance 911
  - Human Resources 727 373-7020
- Do not hesitate to call/alert others if you believe that an emergency is occurring - you will not "get in trouble,"
- Know where emergency equipment is located in your workplace.

**1) Fire:****Evacuation:**

- Employees will be notified of a fire either by the fire alarm system or by a paged announcement.
- Upon becoming aware of a fire alarm, employees should immediately evacuate the building using the closest exit door. Do not delay evacuation to get personal belongings or to wait for co-workers.  
Also, all doors should be closed as the last person passes through.
- Supervisors should be the last people to leave the area. Check the conference rooms, lavatories, shops and outbuildings and offices to be sure that all personnel have evacuated.
- Any employee having mobility, visual, hearing, or other conditions, which may hinder them from becoming aware of an emergency or evacuating, should request special assistance through Human Resources.
- Upon exiting the building, personnel should report to a Supervisor for a headcount.
- If any employee is missing, an immediate report should be made to the Supervisor who will in turn report to the first available fire department officer.
- Employees should stay together in a group so that periodic updates on the situation can be issued.



- The order to re-occupy the building will be issued by the Fire Department/Supervisor/Human Resources.
- In the event of inclement weather, the Supervisor will make arrangements for all personnel to move to shelter.

### **Employee Discovering a Fire:**

- Upon discovering a fire, alert others in immediate danger and initiate facility wide fire alarm.
- Activate a fire alarm or call a Supervisor to page an emergency announcement,
- When the evacuation signal is given, all employees should immediately turn off equipment, close doors, and evacuate to their designated evacuation areas.
- Attendance will be taken into account for all personnel.
- Stay together in the group until further instructions are received.
- Staff will assist in the evacuation of the building to be sure that all volunteers and the public have exited.
- Do not attempt to fight any fire which is uncontained, too hot, too smoky, or if you are too frightened.
- If you have been trained, you *can* decide to use a fire extinguisher, following these instructions, remember **PASS:**
  - **P= Pull** (the safety pin)
  - **A= Aim** (at the base of the fire)
  - **S= Squeeze** (the lever)
  - **S= Sweep** (side to side)

If you use a fire extinguisher, remember:

- Stay low.
- Keep yourself between the fire and an exit.
- Do not turn your back on the fire.
- Immediately report the use of the extinguisher to your Supervisor.
- Never feel that using a fire extinguisher is required. If in doubt, evacuate.
- Have someone notify a Supervisor where the emergency is located. He/she will relay this information to the Fire Department.

## **2. Medical Emergency: (chest pains, loss of consciousness, fall from a height, etc.)**

- Upon discovering a medical emergency, call 911.
- Call your Supervisor and report the nature of the medical emergency and location.
- Stay with the person involved, being careful not to come into contact with any bodily fluids, unless properly trained and equipped.
- Send one person (greeter) to the building entrance/road to await the fire department. (Often two fire department units will arrive, so the greeter should wait at the entrance to receive the second unit.).
- Employees in the immediate vicinity of the emergency, but not directly involved, should leave the area.
- Supervisor/Human Resources will make any necessary notification to family members of the person suffering the medical emergency.

## **3. Severe Weather:**

- The Director/Supervisor will monitor the weather alert radio. If a severe weather report is issued, she/he will immediately page an announcement. (This announcement will be repeated three times).
- Employees will shut down office equipment and will be instructed where to go for safety.

- The Director/Supervisor will take the weather radio with her/him. When the severe weather warning is cancelled, she/he will send runners to advise that it is safe to return to office areas. A general announcement will also be made.

Having the correct fire and safety equipment is an integral part of the prevention of accidents and deaths. The following rules must be followed to help with this prevention.

- 1) **No** candles or open flames are allowed within the facility.
- 2) No flammable chemicals are allowed inside the building at any time. If you feel that there is a work-related need to use a flammable chemical, contact your Supervisor or Human Resources for guidance.
- 3) Electrical Safety:
  - a) With the exception of independently fused multi-tap cords for computers, extension cords are not allowed.
  - b) Keep electric cords out of area where they will be damaged by stepping on/kicking them.
  - c) Turn electrical appliances off with the switch, not by pulling out the plug.
  - d) Radios/tape/CD players and PDAs are the only personal electrical devices allowed to be used in offices/cubes. These devices must be in good repair. PHCSA reserves the right to instruct you to remove personal electrical devices at any time.
  - e) Never run cords under rugs or other floor coverings.
  - f) Any electrical problems should be reported immediately to a manager.
- 4) The following areas must remain clear and unobstructed at all times:
  - Exit doors
  - Aisles
  - Electrical Panels
  - Fire Extinguishers

All PHCSA employees have a right to know what chemicals they work with, what the hazards are, and how to handle them safely.

Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS) are documents provided by the supplier of a chemical. MSDS/SDS detail the chemical contents, associated hazards, and general safe handling guidelines. At PHCSA, the MSDS /SDS collection is on file with your Supervisor. Employees are free to utilize the MSDS/SDS as needed.

- 1) General rules for handling chemicals in an office environment are:
  - a) Read all label warnings and instructions.
  - b) When changing toner cartridges, consult with an experienced employee, if you are unsure how to proceed, ask for help.
  - c) Follow instructions for quantity. More is not better.
  - d) Minimize contact with chemicals. Use double layer clothes or gloves to protect your skin and keep your face clear of the area to reduce inhalation.
  - e) Always wash your hands after handling chemicals.
  - f) If a chemical enters your eye(s) immediately hold open the injured eye(s) and rinse it with clean, cool water for 15 minutes. Then be sure to report the injury immediately to your Supervisor.

***Any questions or concerns regarding chemicals should be discussed with your Supervisor.***

### **Office Safety:**

- 1) Never leave file drawers open, or open multiple file drawers in the same cabinet at once.
- 2) **Do Not** stack heavy or bulky objects on top of cabinets
- 3) Do not store frequently used objects above shoulder height or below knee height.
- 4) Never reach into office machines without turning them off and unplugging them if possible.

- 5) Keep your work area free of trip hazards such as storage units in walkways, cords across aisles, and damaged floor coverings.
- 6) Inspect step stools/ladders before use. Be sure to keep a stationary object in front of you when using a step stool to provide stability.
- 7) Never use defective or broken equipment. Report these problems to your supervisor.
- 8) Always wear closed toe shoes when moving office equipment or heavy machinery.

**Security:**

- 1) Always be aware of your surroundings. Keep your head up and hands out of your pockets while walking to and from your car.
- 2) Immediately report any suspicious activity or persons to your Supervisor or Human Resources and immediately report any theft to your Supervisor or Human Resources.
- 3) When parking, remove all valuables from sight and lock car doors.
- 4) Keep all valuables (money, purse, jewelry, etc.) out of sight when at your desk. Do not bring large sums of money or other valuables into the building.
- 5) Secure laptop computers, PDAs, and other small electronic devices before leaving your workspace for extended periods of time (lunch, meetings, etc.).
- 6) If you are working alone and are in the office before or after regular business hours, on weekends, or holidays, observe these additional guidelines:
  - a) Be sure doors close and lock after you
  - b) Turn on lights as you move throughout the building
  - c) Always be aware of the closest telephone (do not hesitate to call 911 if you feel threatened)
  - d) Be sure that someone at home knows that you are at work and is expecting you to check in by a specified time.
  - e) As you leave the office, be sure to turn off all equipment, lights, etc., after use.
- 7) To maintain a safe workplace, the possession, transfer, sale, or use of illegal drugs, alcohol, explosives, firearms, weapons, or other hazardous materials on PHCSA premises is strictly prohibited. Violations of this policy may result in disciplinary action, up to and including termination of employment. All employees are expected to cooperate in maintaining a safe and compliant work environment.

**Bloodborne Pathogens**

Blood and other bodily fluids can carry pathogens, which are capable of causing diseases in others. This includes HIV, which leads to AIDS and hepatitis.

Because we cannot tell by looking at a person if they are infected with a pathogenic disease, we must take precautions following an illness or injury when body fluids are released.

- 1) In the event of a person losing bodily fluids, stay away from the area and warn others to also do so. You can still stay close to the ill/injured person to support him/her, just be sure to stay out of contact with bodily fluids.
- 2) In the event you find spilled bodily fluids, a syringe, or other medically contaminated materials, do not attempt to clean up by yourself. Call Human Resources immediately for instructions.

## EMPLOYEE ACKNOWLEDGMENT FORM

The employee handbook describes important information about PHCSA, and I understand that I should consult the Parks and Recreation, Library Director or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with PHCSA voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or PHCSA can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to PHCSA's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I further recognize there are no property rights associated with my employment at PHCSA. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it

EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Palm Harbor Community Services Agency, Inc. Employee Handbook (12/2024)

Drug Policy Acknowledgement Form

I, \_\_\_\_\_, have carefully and thoroughly read PHCSA’s Drug-Free Workplace Policy and I understand my rights and obligations contained in that policy. I understand that from this day forward and as a condition of my employment I agree to follow, without reservation, that policy, which includes my consent to submit to all drug testing required by PHCSA. I also understand PHCSA’s Drug-Free Workplace Policy applies to me by virtue of my continued employment with PHCSA. I further understand and acknowledge that I have been given a list of drugs that may alter or affect a drug test and a list of local Employee Assistance, Drug and Alcohol Abuse Counseling and Treatment Programs. I understand that more detailed information is available from the Human Resources Department. Finally, I understand that if I am injured during the course and scope of my employment and I test positive for the presence of prohibited alcohol and/or drugs, I will forfeit my eligibility for medical and indemnity benefits under Florida’s Workers’ Compensation law.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Change Control Archive Summary**

Change Date	Employee Handbook Description of Changes
12/2024	Initial PHCSA Manual release
1/1/2026	Updated > <b>515 Workplace Violence Prevention</b> (Firearms) Updated > <b>302 Paid Time Off</b> (Friends in Need Program), (PTO Rollover)

4

Resolutions Passed  
by PHCSA

PHCSA



<b>Title:</b>	<b>Issue Date</b>
1000-100-T Policy Template Outline	7/18/2025

1. Purpose

1.1.

2. Scope

2.1.

3. Definitions

3.1.

4. Attachment Forms

4.1.

5. Change Control Responsibilities

5.1. All policies shall be approved by a simple majority of the PHCSA Board of Directors.

6. Policy

6.1.

7. Distribution and Archiving

Issue Date	Description of Change

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PRIOR TO USE, ENSURE THIS DOCUMENT IS THE MOST RECENT REVISION





<b>Title:</b>	<b>Issue Date</b>
2000-100-T Procedure Template Outline	7/18/2025

- 1. **Purpose**
  - 1.1.
- 2. **Scope**
  - 2.1.
- 3. **Responsibilities**
  - 3.1. The PHCSA Board is responsible for following this procedure.
- 4. **Approval**
  - 4.1. All procedures shall be approved by a simple majority of the PHCSA Board of Directors.
- 5. **Procedure**
  - 5.1. Use
- 6. **Attachments**
  - 6.1.
- 7. **Archiving**

History Page		
Issue Date	Description of Description	Originator

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Title:	Issue Date
3000-100-T Rule Template Outline	7/18/2025

1.1 Purpose

1.1.

2.1 Rule

2.1.

3.1 Approval

3.1. All rules shall be approved by a simple majority of the PHCSA Board of Directors.

PHCSA

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PRIOR TO USE, ENSURE THIS DOCUMENT IS THE MOST RECENT REVISION

# P H C S A

Palm Harbor Community Services Agency, Inc.

## PHCSA CREDIT CARD POLICY

### PURPOSE:

The purpose of this policy is to communicate eligibility, usage and payment of expenditure requirements for the PHCSA credit card.

- A regular employee in a Manager/Supervisor position may be eligible to use the PHCSA credit card with approval of their Director.
- Employees shall use the credit card to charge business-related expenses and these must be budgeted items or approved by the Director in advance.
- Approved employees shall have a credit limit as established by Director approval.
- Personal purchases of any type are strictly prohibited.
- Employees may NOT take cash advances on the credit cards.
- The employee will be held liable for any unauthorized items appearing on the credit card statement. Unauthorized items will be deducted from said employee's pay.
- The receipt for purchases is to be submitted immediately to the Director or Bookkeeper.
- Employee charges will be reviewed, initialed and dated by their Director.
- The employee must notify their Director immediately in the event a card is lost, stolen or compromised.
- Individuals who do not adhere to these rules risk disciplinary action up to and including termination.
- All Directors credit card usage shall be authenticated monthly by a member of their Advisory Board. The receipts are matched against statements, initialed and dated.
- An employee leaving PHCSA shall return the card with a final reconciliation of all expenditures prior to departure.
- Credit card balances shall be paid in full each month.

I, \_\_\_\_\_, have read, understand and agree to the above PHCSA credit card policy requirements.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

02.23.2018 dig

2330 NEBRASKA AVENUE | PALM HARBOR | FLORIDA | 34683 | 727-784-3332 EXT. 3013

"The Mission of the Palm Harbor Community Services Agency, Inc. is to develop, provide and promote educational and recreational activities that support and improve the quality of life for all residents of the greater Palm Harbor area."



Title:	Issue Date
2000-101 PHCSA Document Change Control Process	7/18/2025

## 1. Purpose

To outline the Document Control standardized work for the PHCSA Board.

- a) Adding new policies, procedures and rules. Including Pinellas County / Legal documents as required.
- b) Updating and/or change existing policies, procedures and rules.

## 2. Scope

This procedure applies to all newly created or published / controlled documents including rules, policies, procedures, work instructions, forms, and templates.

## 3. Attachment Forms

- 3.1. Pro-2025-02 Form – PHCSA Document Change Request Form

## 4. Change Control Responsibilities

- 4.1. The PHCSA Board is responsible for approving all changes by a majority vote.
- 4.2. The Secretary shall have custody and maintenance responsibility for all the corporate records (except the financial records).
- 4.3. The PHCSA Information Technology support team shall post all released records / documents as requested by the secretary.

## 5. Procedure

- 5.1. **Change Request Initiation** Any PHCSA Board Member, employee, legal representative or entity Director may propose new policies, procedures, rules or request changes to existing documents by submitting a formal change request.

- 5.2. The request must be submitted using **Form 2000-101-T** and must include:

- 5.2.1. Document Request
- 5.2.2. Requestor Information
- 5.2.3. Document Information
- 5.2.4. Change Details

- 5.3. **Initial Review** – all requests will be discussed at the following PHCSA Board Meeting.

- 5.3.1. Conduct preliminary assessment and review of the proposed change
- 5.3.2. Determine if the change requires further technical review or stakeholder input

### 5.4. Change Request "Approval" or "Approval denied"

- 5.4.1. All changes: Require PHCSA Board majority approval.
- 5.4.2. All change requests approved or denied shall be retained per the PHCSA record-keeping guidelines.

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<b>Title:</b>	<b>Issue Date</b>
2000-101 PHCSA Document Change Control Process	7/18/2025

- 5.5. **Implementation** post approval:
- 5.5.1. Document shall be updated with proper issue date.
  - 5.5.2. Change form must be maintained (pdf. Read only).
  - 5.5.3. Effected personnel shall be notified of changes.
  - 5.5.4. Implementation date shall be clearly communicated.
  - 5.5.5. Documents will be posted on the PHCSA Website (read-only, pdf.).

6. **Archiving**
- 6.1. Initial release 8/17/2025

Change Date	Description of Change

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Title:	Issue Date
2000-101-T Change Request Form	7/18/2025

### Attachment

2000-101-T



Title:	Issue Date
PHCSA Document Change Control Process Form	8/17/2025

#### DOCUMENT REQUEST

- Requested Date: \_\_\_\_\_
- Date Submitted: \_\_\_\_\_
- Priority Level: ☐ Urgent ☐ High ☐ Medium ☐ Low
- Request for: ☐ New Document ☐ Proposed Change Request
- Type of Document: ☐ Pinellas County / Legal ☐ Policy ☐ Procedure ☐ Rule ☐ Form  
☐ PHCSA Website ☐ other \_\_\_\_\_

#### REQUESTOR INFORMATION

Name: \_\_\_\_\_ Email: \_\_\_\_\_

#### DOCUMENT INFORMATION

- Document Title: \_\_\_\_\_
- Document Number: \_\_\_\_\_
- Current Version: \_\_\_\_\_
- Document Type: ☐ Policy ☐ Procedure ☐ Rule ☐ Form ☐ Other: \_\_\_\_\_

#### CHANGE DETAILS

- **Current Text/Section** (Quote exactly as written, copy text, red line all changes):  

[Attach new document or highlight proposed changes ]
- **Proposed Change** (New text/modification):  

[Insert new document or proposed]
- **Supporting Documentation Attached:**  
☐ Yes ☐ No - If yes, list attachments:

#### APPROVALS

- PHCSA Board by Majority – Date: \_\_\_\_\_
- **Decision:** ☐ Approved ☐ Rejected ☐ Needs Revision

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Title:	Issue Date
3000-103 PHCSA Board Excused Absenteeism Rule	7/18/2025

### 1.1 Purpose

- 1.1. To outline PHCSA Board Member attendance and absenteeism reporting. The goal being to minimize disruptions, maintain productivity, and ensure fairness and consistency during the monthly PHCSA Board Meeting.

### 2.1 Rule

- 2.1. Attendance - If a Board Member has a total of 3 unexcused absences during the Fiscal Year, he/she may be removed (terminated) by majority vote of the Board.
- 2.2. Reporting – Board members should notify the Chair by email (or phone) prior to a scheduled Board Meeting when a Board Member cannot attend.
- 2.3. The Chair (or designee) shall determine if the absence was preapproved / excused or not excused based on the notification and rationale for not attending.
- 2.4. The Chair will report all absenteeism's during the Official Rollcall along with the status (excuse or unexcused absence).
- 2.5. Documentation – the Secretary shall record in the Minutes all excused and unexcused absenteeism during Roll-Call.

### 3.1 Approval

- 3.1. All rules shall be approved by a simple majority of the PHCSA Board of Directors obtained on 7/16/2025.

## Reporting Example

*Record who is present at the meeting, who is absent (excused) or (unexcused)*

#### Roll Call: ☒ Present

- a) Board Members Present – ☐ Sandy Faulkner, ☒ Phil Phillips, ☐ Erika Picard, ☒ Bill Mazurek, ☐ Ron Schultz, ☒ Dan Wendol, ☒ John Holbach, ☒ Bill Westwood
- b) Board Members not present (excused / unexcused):

- ✓ Excused Absence      Sandy Faulkner
- ✓ Excused Absence      Erika Picard
- ✓ Unexcused Absence      Ron Schultz

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Title:	Issue Date
3000-100 Calling an Special Board Meeting Rule	7/18/2025

### 1. Purpose

- 1.1. Calling a special meeting by the PHCSA Board.

### 2. Rule

Any PHCSA Board Member may request a special meeting at any time when circumstances are warranted.

- 1) The requester shall email the '**special meeting request**' to the Chair, HR (or designee) and the PHCSA Attorney. The requester should outline the reason for the special meeting and its purpose (only one subject / topic per special meeting request).
- 2) Upon receipt of the request, HR (or designee) will forward the request to all PHCSA Board Members and cc: the HR Assistant, PHCSA Liaison and the PHCSA Attorney.
- 3) The Board Membership must approve or reject the said request via email. A simple majority in favor of holding a special meeting is required to proceed.
- 4) HR (or designee) will confirm the status of the request to hold a special meeting.
- 5) HR (or designee) will notify the board accordingly via email, cc: the HR Assistant, PHCSA Liaison and the PHCSA Attorney of the status.
- 6) If approved, HR (or designee) will schedule the special meeting and request notification of said meeting be posted on the PHCSA website (Seven days public notification will be needed prior to conducting the meeting).

### 3. Approval

- 3.1. This rule was approved by a simple majority of the PHCSA Board of Directors on 3/20/2024.

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Title:	Issue Date
3000-101 Calling an Emergency Board Meeting Rule	7/18/2025

### 1. Purpose

- 1.1. Calling an emergency meeting by the PHCSA Board.

### 2. Rule

Any PHCSA Board Member may request an emergency meeting at any time when circumstances are warranted.

- 1) The requester shall email the '**emergency meeting request**' to the Chair, HR (or designee) and the PHCSA Attorney. The requester should outline the reason for the special meeting and its purpose (only one subject / topic per special meeting request).
- 2) Upon receipt of the request, HR (or designee) will forward the request to all PHCSA Board Members and cc: the HR Assistant, PHCSA Liaison and the PHCSA Attorney.
- 3) The Board Membership must approve or reject the said request via email. A simple majority in favor of holding a special meeting is required to proceed.
- 4) HR (or designee) will confirm the status of the request to hold the emergency meeting.
- 5) HR (or designee) will notify the board accordingly via email, cc: the HR Assistant, PHCSA Liaison and the PHCSA Attorney of the status.
- 6) If approved, HR (or designee) will schedule the emergency meeting and request notification of said meeting be posted on the PHCSA website (24-hour public notification will be needed prior to conducting the meeting).

### 3. Approval

- 3.1. This rule was approved by a simple majority of the PHCSA Board of Directors on 3/20/2024.

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Title:	Issue Date
2000-100 Video & Audio of PHCSA Board Meeting	7/18/2025

**1. Purpose**

- 1.1. Instruction for posting video and audio recording for the Palm Harbor Community Services Agency Inc. (PHCSA) Board Meeting.

**2. Scope**

- 2.1. PHCSA Board Meetings, Special Meetings and Emergency Meetings shall be recorded.

**3. Responsibilities**

- 3.1. The hosting entity shall be responsible for recording the entire meeting.

**4. Approval**

- 4.1. This procedure was approved by a simple majority of the PHCSA Board of Directors.

**5. Procedure**

- 5.1. The hosting entity will record the board proceedings via MP3, MP4 (or similar) in its entirety.

- 5.2. Upon conclusion of the meeting, the entire recorded session shall be posted on the PHCSA Google Drive within 48 hours of post-meeting.

- 5.3. File Recording identification shall be identified as: Year, Month (Meeting Video)

## 2025

- December Minutes | December (Meeting Video)
- November Minutes | November (Meeting Video)
- October Minutes | October (Meeting Video)
- September Minutes | September (Meeting Video)
- August Minutes | August (Meeting Video)
- July Minutes | [July \(Meeting Video\)](#)
- [June Minutes](#) | [June \(Meeting Video\)](#)
- [May Minutes](#) | [May \(Meeting Video\)](#)
- [April Minutes](#) | [April \(Meeting Video\)](#)
- [March Minutes](#) | [March \(Meeting Video\)](#)
- [February Minutes](#) | [February \(Meeting Video\)](#)
- [January Minutes](#) | [January \(Meeting Video\)](#)

- 5.4. The PHCSA Secretary, HR Administrative support personnel and Information Technology Manager shall be notified when the recorded Board Meeting video file has been posted to the PHCSA Google Drive.

- 5.5. The Secretary will submit the written PHCSA Board Minutes at the following PHCSA Board meeting for approval. Upon approval, the Secretary will forward the approved minutes to Information Technology for posting on the official PHCSA website along with the Video recording (Google Drive) for public viewing.

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<b>Title:</b>	<b>Issue Date</b>
000-100 Video & Audio of PHCSA Board Meeting	7/18/2025

6. Attachments

6.1. none

7. Archiving

History Page		
Issue Date	Description of Description	Originator
2/12/2025	Video File Posting Procedure – approved by the board	Bill Mazurek
7/18/2025	Updated utilizing new template	Bill Mazurek

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### **Employee Background Check Policy and Procedure**

All offers of employment at Palm Harbor Community Services Agency (PHCSA) are contingent upon clear results of a thorough background check. Background checks will be conducted on all final candidates and on all employees who are promoted, as deemed necessary.

Background checks will include:

- **Personal and Professional References:** calls will be placed to individuals listed as references by the applicant.
- **Drug Screen Test**
- **Sexual Offenders and Predators Search**
- **Criminal History via Fingerprint Background Check:** includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:
  - The nature of the crime and its relationship to the position.
  - The time since the conviction.
  - The number (if more than one) of convictions.
  - Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.
  - If applying for a Summer Camp position, DCF Clearinghouse background laws will apply.

The following additional background searches will be required if applicable to the position:

- **Educational Verification:** Only potential candidates applying for the position of Librarian will confirm the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- **Motor Vehicle Records:** provides a report on an individual's driving history in the state requested. This search will be run when driving is an essential requirement of the position.
- **Credit History:** confirms candidate's credit history. This search will be run for positions that involve management of PHCSA funds and/or handling of cash or credit cards.

### **Procedure**

Final candidates must meet with HR to complete a background check authorization forms.

Human Resources will order the background checks upon receipt of the signed release forms, and either internal HR staff or an employment screening service will conduct the checks. A designated HR representative will review all results.

The HR representative will notify the hiring manager regarding the results of the checks. In instances where negative or incomplete information is obtained, the appropriate management and the director of Human Resources will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired. If a decision not to hire or promote a candidate is made based on the results of a background check, there may be certain additional Fair Credit Reporting Act (FCRA) requirements that will be handled by Human Resources in conjunction with the employment screening service (if applicable).

PHCSA reserves the right to modify this policy at any time without notice.

Implemented: 3-20-25

Revision:

Revision:



### Volunteer and/or Teaching Vendor

#### Background Check Policy and Procedure

All offers of volunteers and/or instructors at Palm Harbor Community Services Agency (PHCSA) are contingent upon clear results of a thorough background check. Background checks will be conducted on:

- All volunteers who are age 18 and older and volunteer more than 10 hours a month.
- All tutor volunteers who are age 18 and older.
- All instructors who will be teaching our youth and elderly customers for more than 10 hours a month.
- All instructors that will be teaching at Summer Camp will be fingerprinted regardless of hours working and DCF Clearinghouse background laws will apply.

Background checks will include:

- **Sexual Offenders and Predators Search**
- **Criminal History via Fingerprint Background Check:** includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:
  - The nature of the crime and its relationship to the position.
  - The time since the conviction.
  - The number (if more than one) of convictions.
  - Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.
  - If applying for a Summer Camp Volunteer and/or Vendor position, DCF Clearinghouse background laws will apply.

#### **Procedure**

Volunteers and/or instructors must meet with HR and complete a background check authorization form.

Human Resources will order the background check upon receipt of the signed release form, and either internal HR staff or an employment screening service will conduct the checks. A designated HR representative will review all results.

The HR representative will notify the manager regarding the results of the check. In instances where negative or incomplete information is obtained, the appropriate management and the director of Human Resources will assess the potential risks and liabilities. PHCSA follows all Fair Credit Reporting Act (FCRA) requirements.

PHCSA reserves the right to modify this policy at any time without notice.

Implemented: 3-20-25

Revision:



Title:	Issue Date
Directors Performance Review Process Overview Pro-2024-01	7/18/2025

## 1. Purpose

- 1.1. To proceduralize the PHCSA Director's annual performance review process.

## 2. Scope

- 2.1. Annually, the PHCSA Board is responsible for evaluating the performance of its entity directors. The review entails input from the various supporting Advisory Boards, a self-evaluation by each entity director as well as each PHCSA Board representative. This procedure is intended to outline the performance review process steps and timeline requirements for entity directors David Matthew (Palm Harbor Library) , Lois Eannel (East Lake Community Library), Mark Sanders (East Lake Recreation) and Erica Lynford (Palm Harbor Parks & Recreation).

## 3. Attachment Forms

- 3.1. Director Performance Evaluation Form 2024.1.1
- 3.2. PHSA Performance Evaluation Form 2024.1.2

## 4. Change Control Responsibilities

- 4.1. The PHCSA Board is responsible for approving changes by a majority vote.

## 5. Procedure

- 5.1. Annually (July timing), the PHCSA Board will review the Directors Performance Review form (Form 2024.1.1) for potential updates.
  - 5.1.1. All updates shall be approved no later than the August PHCSA Board meeting and provided to HR.
- 5.2. HR shall email the updated and approved annual Directors Performance Review form (Form 2024.1.1) by September 1<sup>st</sup> to:
  - 5.2.1. Each PHCSA Entity Representatives.
  - 5.2.2. Each entity Director
  - 5.2.3. Remaining PHCSA Board members and PHCSA support staff.
- 5.3. Directors Self Evaluation
  - 5.3.1. Each entity director will complete a self-evaluation using Form-1 (2024.1.1) by September 30<sup>th</sup>.
  - 5.3.2. Completed evaluation will be emailed to HR upon completion.
- 5.4. HR will distribute self-evaluation to the PHCSA Board entity director by October 1<sup>st</sup>.
- 5.5. PHCSA entity representative
  - 5.5.1. Is responsible for coordinating the annual performance review with her/his Advisory Board.
  - 5.5.2. The consensus performance review shall be approved, completed, and emailed to HR by October 31.
- 5.6. HR will email the PHCSA Board of Directors and support staff with the completed performance review prior to the November Board meeting.
  - 5.6.1. Completed Advisory Board Performance Review.
  - 5.6.2. Completed Directors Self-Evaluation Performance Review.

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<b>Title:</b>	<b>Issue Date</b>
Directors Performance Review Process Overview Pro-2024-01	7/18/2025

- 5.7. PHCSA Performance Review (November Board Meeting )
  - 5.7.1. The annual performance review will consist of the following:
    - 5.7.1.1. Each Entity PHCSA Board representative will review her/his director’s overall performance and entertain support questions as required.
      - 5.7.1.1.1. The Advisory Board chairperson / membership may also input at this time.
    - 5.7.1.2. Each Director will have an opportunity to highlight overall achievements and accomplishments as well as next year’s goals.
  - 5.7.2. Each PHCSA Board Member will complete Form 2024.1.2, Performance Evaluation for each entity Director and email to HR by November 30<sup>th</sup>.
- 5.8. PHCSA Performance Review Finalization
  - 5.8.1. HR will provide summary packets for each entity director prior to the December Board meeting , consisting for the following:
    - 5.8.1.1. Completed Directors Self-Evaluation Performance Review
    - 5.8.1.2. Completed Advisory Board Performance Review
    - 5.8.1.3. Completed PHCSA Directors Performance Review
  - 5.8.2. PHCSA Board will discuss and finalize overall performance for each director at the December Board Meeting.

6. Archiving

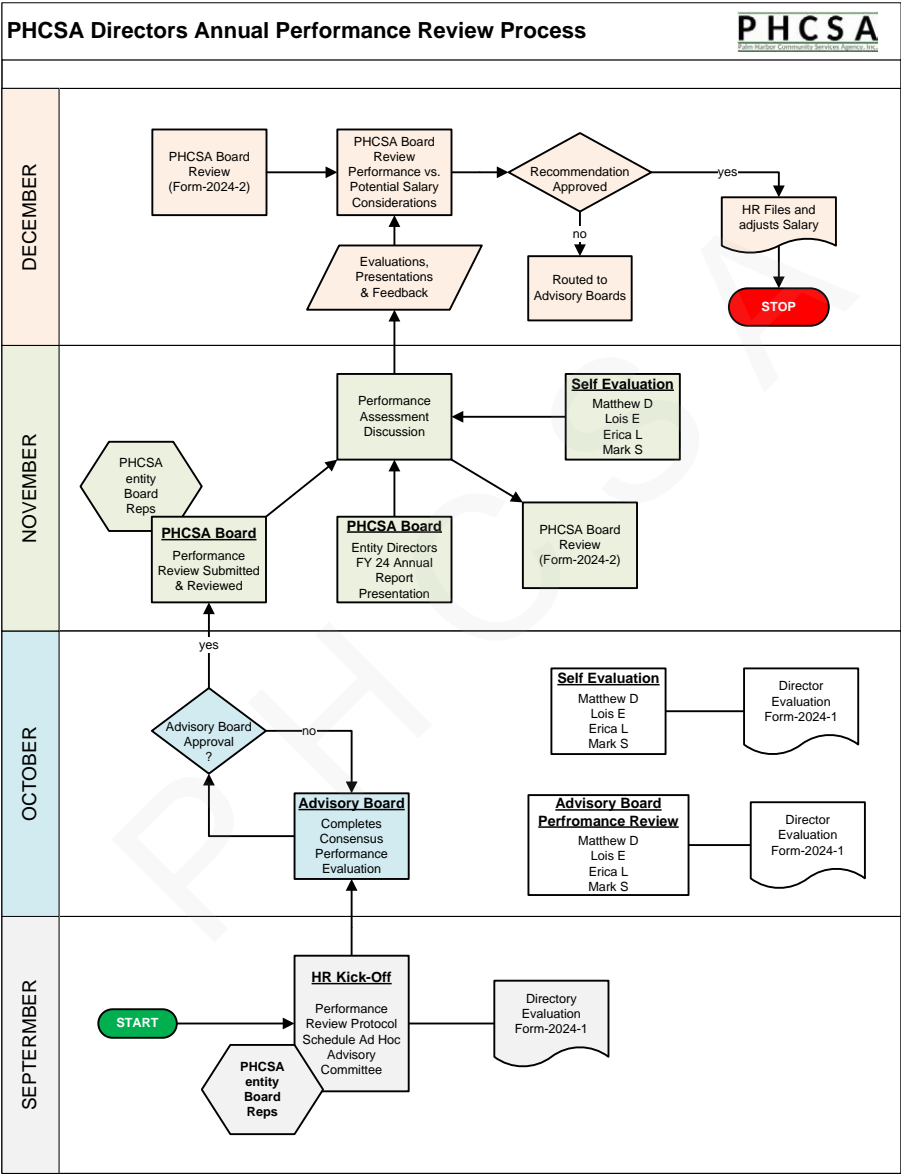
- 6.1. Initial release 6/19/2024

Change Date	Description of Change





<b>Title:</b>	<b>Issue Date</b>
1Directors Performance Review Process Overview Pro-2024-01	7/18/2025



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Director Name:

Evaluation Date:

This evaluation is for the 12-month Performance Evaluation (10/1/24 – 9/30/25) and helps determine the degree of accomplishment based on expected performance and the Annual Plan of Service.

**RATING: 5 – Role Model, 4 – Highly Effective, 3 – Effective, 2 – Needs Improvement, 1- Unacceptable**

This rating system is to be used as a guide in determining the Director's overall performance.

Definition of Ratings
<b>5 - Distinguished Performance and Role Model Status:</b> <i>Clearly and consistently demonstrates extraordinary and exceptional accomplishment in all major areas of responsibility. Performed above and beyond expectations under exceptional circumstances during the review period. Others rarely equal performance of this caliber in similar roles (2.14%).</i>
<b>4 - Superior/Highly Effective Performance:</b> <i>Performance is continually and consistently superior and regularly goes beyond what is expected. An exceptional contributor whose performance exceeded expectations on a consistent and sustainable basis (13.6%).</i>
<b>3 - Fully Successful/Effective Performance:</b> <i>Performance consistently meets the critical requirements of the position, continually achieves preset goals and performs with distinction. Incumbent performance is reliable and consistent in adding value to the work unit (68.3%).</i>
<b>2 - Partially Successful Performance/Needs Improvement:</b> <i>Performance does not consistently meet or occasionally falls below what is required of the position; improvement in specific areas is required (13.6%).</i>
<b>1 - Unsuccessful/Unacceptable Performance:</b> <i>Performance fails to meet minimum expectations for this role, and immediate and sustained improvement is required (2.14%).</i>

(To use this as a drop down from; click in the noted places "CLICK". Then either type your response where indicated or choose from the numerical dropdown).

**Step 1:** Upon completion of the Advisory Board evaluation and consensus achieved it will be necessary to summarize the Directors overall performance result / including any commentary and measurable recommendations to the PHCSA Board.

**Step 2:** The completed performance review must be signed / dated by the Advisory Board Chair and PHCSA Board representative. HR to distribute completed performance review to the PHCSA Board.

**Step 3:** Entity Directors will be given an opportunity to summarize Annual Goals, Objectives and Results Achieved to the PHCSA Board. PHCSA Board may provide feedback on individual performance reviews as well as annual goals attainment. PHCSA Board shall approve the overall Performance Review Results.

**Step 4:** The Advisory Board Chair, PHCSA Board representative will review the results with the entity Director. Director may add comments, clarification and support data / additional information as needed. The Director shall sign and date that he/she received the evaluation.

**Step 5:** Signed evaluation will be submitted to HR and retained.

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**1) ESTABLISHED SMART GOALS/OBJECTIVES for 2026:**

*List Approved Fiscal Yearly Goals & Objectives and Results Achieved during the year:*

**2) MEASURABLE RECOMMENDATIONS AND OUTCOME ASSESSEMENT (*Improvements Identified*)**

*List Last Years Recommendations and Outcome Assessment and Improvement Results Achieved:*

**3) CUSTOMER FEEDBACK (*Star Rating*)**

Quarter 1 Results	Quarter 2 Results	Quarter 3 Results	Quarter 4 Results
Total # of Responses	Total # of Responses	Total # of Responses	Total # of Responses
<b>Additional Customer Feedback Commentary:</b> Facebook (4.5 out of 5.0 Stars) 66 responses 4.6 ★★★★★ 185 Google reviews			

**4) GENERAL POSITION ASSESSMENT**

Rating (1-5)	Assessment area
(1-5)	Director adequately establishes short and long-term goals/objectives for his/her facility and communicates their priority to PHCSA and their Advisory Board to assist them in decision making regarding focus, prioritization and expenditures required to help achieve them.
(1-5)	Director communicates issues and relevant community topics that arise within the operation of their facility that they feel should be of concern PHCSA and their Advisory Board, in a timely, concise, and thorough manner.
(1-5)	Director prepares the annual budget in a timely manner to cover all necessary expenses as well as reserved funds for unanticipated contingencies to present to PHCSA and their Advisory Board prior to submitting to the Board of County Commissioners
(1-5)	Director deliver results throughout the year. How effective was she/he in meeting and delivering results per the annual as well as long range plan with PHCSA, Advisory Board and staff involvement.
(1-5)	Director develops, submits and implements a clearly defined set of personal yearly performance goals and objectives. (i.e. Annual Plan of Service)
<b>General Position Assessment Supporting Comments as follows:</b>	

**5) MANAGEMENT / ADMINISTRATIVE**

Rating (1-5)	Assessment area
(1-5)	Director communicates with Director counterparts within the PHCSA organization and those under the management of PHCSA to exchange ideas and opportunities to consolidate resources and efforts to achieve centrality and continuity in policy.
(1-5)	Director identifies the premises liability issues such as hazardous property conditions and handles them in a timely and safe manner.
(1-5)	Director effectively coordinates and communicates key issues and activities among all the entity's governing Boards and Councils?
(1-5)	Director readily identifies personnel issues and address them in a timely basis per the PHCSA Employee Handbook.

(1-5)	Director ensures the efficient and effective functioning of the facility through delegation to the staff and/or outside service vendors.
(1-5)	Director develops effective lines of communication with staff through meetings, written and verbal communications.
(1-5)	Director motivates and enables the staff to develop their skills through continuing education, workshops and seminars
(1-5)	Director demonstrates sufficient ability to discipline staff and is accomplished in counseling in a constructive manner and in accordance with the PHCSA Employee Handbook.
(1-5)	Director works to develop relationships with other community/state/national organizations to promote their facility
(1-5)	Director demonstrates patience and understanding and that he/she can interact in a "business like" manner with staff and volunteers.
(1-5)	Director solicits input and feedback from staff, community members and governing Advisory Board to help improve the facility
<b>Management / Administrative Supporting Comments as follows:</b>	

**6) FINANCIAL**

Rating (1-5)	Assessment area
(1-5)	Director identifies opportunities to utilize resources with user groups and outside organizations to generate revenue.
(1-5)	Director continually seeks for ways to reduce expenses without jeopardizing overall operational performance, safety or customer satisfaction.
(1-5)	Director takes initiative to obtain knowledge in the existence, availability, and accessibility of programs/grants that may present opportunities for financial funding for his/her facility
<b>Financial Supporting Comments as follows:</b>	

**7) PROFESSIONAL AND OUTREACH**

Rating (1-5)	Assessment area
(1-5)	Director takes initiative to search out and participate in educational opportunities unique to his/her industry and/or professional background that will develop his/her knowledge base.
(1-5)	Director takes initiative to develop his staff, volunteers as well as detailing an annual succession planning guide for the organization.
(1-5)	Director shows interest in participating in industry trade associations or professional organizations that will broaden his/her knowledge and stay abreast of industry trends and technology changes.
(1-5)	Director demonstrates positive public service attitude and takes extra initiatives to make patrons feel welcome.
(1-5)	Director takes efforts to act as spokesperson for their facility to foster community relations through the press, attendance at civic gatherings and outreach in the community.
<b>Professional &amp; Outreach Supporting Comments as follows:</b>	

**8) ☒ LIBRARY SPECIFIC** (check box when applicable)

(1-5)	Director keeps current with knowledge, skills and trends relevant to public libraries and librarianship in general.
(1-5)	Director determines patron needs/wants and translates these into appropriate acquisitions and services.
(1-5)	Director helps library personnel in performing their duties.

(1-5)	Director develops, implements and monitors a clearly defined set of personnel performance goals for Library management and staff. (i.e. Annual Plan of Service).
(1-5)	Director plans, implements, coordinates and maintains a high level of program support and service level throughout the year.
(1-5)	Director develops partnerships with other community organizations to expand/enhance Library services.
<b>Library Specific Additional Comments as follows:</b>	

### **PERFORMANCE REVIEW SUMMARY:**

Based upon the preceding evaluation sections, and supporting commentary, select the Director's overall performance for this evaluation period below.

*(OVERALL RESULT Rating: choose the overall summarized rating from the pull-down 'Choose an item.' below)*

<b>1. OVERALL RESULT RATING (1-5)</b>
<b>2. OVERAL SUPPORTING COMMENTARY:</b>
<b>3. 'LIST' MEASURABLE RECOMMENDATION AND OUTCOMES FOR THE <u>UPCOMING YEAR</u> :</b>

----- Required Signatures -----

<b>Advisory Council Signature</b>	<b>Date</b>

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Director Name: Choose an item.

Evaluation Date: Click or tap to enter a date.

### PHCSA Board Annual Performance Evaluation Form for Entity Directors

12-month Performance Evaluation (10/1/24 – 9/30/25)

**RATING: 5 – Role Model, 4 – Highly Effective, 3 – Effective, 2 – Needs Improvement, 1- Unacceptable**

*(To use this as a drop down from; click in the noted places 'CLICK.' Then either type your response where indicated or choose from the numerical dropdown).*

**1) PHCSA Board Engagement :**

<b>Rating 1-5</b>	The Director is fully prepared, professional, able to answer all questions, and acts collaboratively during PHCSA meetings. Acts according to the rules of order and represents their entity in a positive way?
<b>Supporting Concerns / Comments as follows:</b> Type Here	

**2) GOALS / OBJECTIVES : (Improvements Identified)**

<b>Rating 1-5</b>	Director adequately establishes short- and long-term goals/objectives for his/her facility and communicates their priority to PHCSA and their Advisory Board.
<b>Additional Comments as follows:</b> Type Here	

**3) CUSTOMER SATISFACTION:**

<b>Rating 1-5</b>	To what level did the Director satisfy the community / customer's needs?
<b>Additional Comments as follows:</b> Type Here	

**4) FOSTER COMMUNITY RELATIONS:**

<b>Rating 1-5</b>	Director takes efforts to function as spokesperson for their facility to foster community. relations through the press, attendance at civic gatherings and outreach in the community.
<b>Additional Comments as follows:</b> Type Here	

**5) FISCAL RESPONSIBILITY:**

<b>Rating 1-5</b>	Did the Director maintain fiscal responsibility month over month by operating within approved operational budgets and PHCSA guidelines?
<b>Additional Comments as follows:</b> Type Here	

**6) ANNUAL BUDGET PREPERATION:**

<b>Rating 1-5</b>	Director prepares the annual budget in a timely manner to cover all necessary expenses as well as reserved funds for unanticipated contingencies to present to PHCSA and their Advisory Board prior to submitting to the Board of County Commissioners.
<b>Additional Comments as follows:</b> Type Here	

**7) COMMUNICATION:**

<b>Rating 1-5</b>	Director communicates issues and relevant community topics that arise within the operation. of their facility that they feel should be of concern PHCSA and their Advisory Board, in a timely, concise, and thorough manner.
<b>Additional Comments as follows:</b> Type Here	

**8) BOCC REPRESENTATION :**

<b>Rating 1-5</b>	Director effectively and professionally represents their entity to the BoCC. (Please review video of presentations online.)
<b>Additional Comments as follows:</b> Type Here	

**9) OPERATIONAL ENGAGEMENT:**

<b>Rating 1-5</b>	Director communicates with Director counterparts within the PHCSA organization and those under the management of PHCSA to exchange ideas and opportunities to consolidate resources and efforts to achieve centrality and continuity in policy.
<b>Additional Comments as follows:</b> Type Here	

**PERFORMANCE REVIEW SUMMARY:**

(OVERALL RESULT Rating: choose the overall summarized rating from the pull-down 'Choose an item.' below)

**1. OVERALL RESULT RATING:**

**Rating 1-5**

**2. SUPPORTING / ADDITIONAL COMMENTARY:**

Type Here

**3. 'LIST' MEASURABLE RECOMMENDATION AND OUTCOMES FOR THE UPCOMING YEAR :**

Type Here

	Click or tap to enter a date.
<b>PHCSA Board Representative Signature</b>	<b>Date</b>

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<b>Title:</b>	<b>Issue Date</b>
1000-100-T Policy Template	7/18/2025

## Conflict of Interest Policy

(Issued 04/01/2024)

### Article I: Purpose

The purpose of the conflict-of-interest policy is to protect this tax-exempt organization's interest (Palm Harbor Community Services Agency, Inc.) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of PHCSA or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### Article II: Definitions

#### 1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

#### 2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which PHCSA has a transaction or arrangement,
- b. A compensation arrangement with PHCSA or with any entity or individual with which PHCSA has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which PHCSA is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.



## Conflict of Interest Policy

(Issued 04/01/2024)

### Article III: Procedures

#### 1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

#### 2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### 3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether PHCSA can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in PHCSA's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

## **Conflict of Interest Policy**

*(Issued 04/01/2024)*

### **4. Violations of the Conflicts of Interest Policy**

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

### **Article IV: Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing boards or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

### **Article V: Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from PHCSA for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from PHCSA for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from PHCSA, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## Conflict of Interest Policy

*(Issued 04/01/2024)*

### Article VI: Annual Statements

Each director , principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands PHCSA is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

### Article VII: Periodic Reviews

To ensure PHCSA operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to PHCSA written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

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<b>Title:</b>	<b>Issue Date</b>
1000-100-T Policy Template	7/18/2025

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*(Issued 04/01/2024)*

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*(Issued 04/01/2024)*

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*(Issued 04/01/2024)*

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(Issued 04/01/2024)

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Print NAME

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Signature

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DATE

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5

Palm Harbor Parks and Recreation

PHCSA



## **PARKS AND RECREATION ADVISORY BOARD BY-LAWS**

### **ARTICLE I – NAME**

The name of the Board shall be “Palm Harbor Recreation League, Inc.”

### **ARTICLE II – AUTHORITY AND GOVERNING DOCUMENTS**

The Recreation league is established pursuant to its initial Articles of Incorporation, as amended, and the agreement terminating the memorandum of understanding and designating the *Palm Harbor Recreation League, Inc. as an advisory council dated October 1, 1999*, by and between the Recreation League and Palm Harbor Community Services Agency, Inc. (PHCSA).

### **ARTICLE III – PURPOSE**

The purpose of the Recreation League is to advise and make recommendations to the Director of Parks and Recreation & the PHCSA board, on the provision of recreation programs in the Palm Harbor community. The advisory responsibilities of the Recreation League include:

- a. Assisting and advising PHCSA in the selection and employment of the Parks and Recreation Director.
- b. Assisting and advising the Director of policies and directions for the provision of recreation services in Palm Harbor, including coordinating volunteer programs, reviewing and commenting on operational policies established by the Director, and otherwise advising PHCSA as provided in the October 1, 1999 agreement with PHCSA.
- c. The Recreation League shall also, in its advisory capacity, recommend to the PHCSA ideas and solutions on a community-wide basis in all matters relating to suitable and positive recreational experiences for the residents of the Palm Harbor taxing district.

### **ARTICLE IV – BOARD MEMBERS**

#### **Section I: Membership**

The membership shall consist of seven (7) members or such other number as the board of directors shall determine. The board shall at all times consist of at least one (1) representative with a maximum of two (2) representatives from each organization that has a user group agreement with the Palm Harbor Community Services Agency and the Northern Pinellas Community Action Council. A majority of directors must reside within the Palm Harbor taxing district. There shall be no more than 15 directors on the board at any one time and a quorum will consist of 4 or more members.

**Section II: Term**

Members will serve annual terms from October 1st to September 30th of each year with the ability to succeed themselves. Members may be removed by a two thirds vote of the board on motion by any member.

**Section III: Selection of Board Members**

The Advisory Board President shall appoint, as necessary during the year when a vacancy occurs and in August of each year a nominating committee, consisting of not less than three (3) persons. The Nominating Committee will recommend nominees as may be required for election by the board as board members. Each nominee must have been solicited and have given consent to serve. Nominations may be made from the floor but only if prior approval of the nominee has been received. Elections will be held, yearly at the September meeting of the board and during the year as needed.

**Section IV: Duties**

- A. The board shall meet on a regular basis and shall inform itself concerning recreational programs of the Palm Harbor taxing district. The board shall advise the PHCSA regarding issues concerning the recreational programs within the Palm Harbor taxing district.
- B. The board shall review and consider community recreational needs in all matters pertaining to both passive and active recreational programs and facility needs.
- C. Each December the board shall establish annual goals and objectives.
- D. The board will promote good public relations between the PHCSA and the Parks and Recreation Director and the various groups and entities using the recreational facilities within the Palm Harbor Taxing District. The board may establish such standing or special committees as it deems necessary to promote a successful operation.
- E. The board shall promote the betterment of recreational opportunities within the taxing district through fundraising and education of all constituencies.
- F. Each board member will contribute at least 12 hours of voluntary time in addition to board attendance and will be a member of the Community Center.

**ARTICLE V - MEETINGS****Section I:**

Meetings of the board shall generally be held one (1) time per month but no less than quarterly and the time and place shall be at the board's discretion. All meetings shall be announced in the Community Center newsletter and posted on the website at least two days prior to the meeting and all meeting places shall be accessible to the public.

**Section II:**

Special meetings may be called by the President, upon request of any three (3) members of the board, or at the request of the chairman of PHCSA. Notice of any special meeting shall be not less than two (2) days prior to the day of the meeting.

By-Laws Adopted on this 28th day of July, 2010

Attest:

By:

Secretary

THOMAS J. SEIBERT

President

Larry Cope

6	Palm Harbor Library
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PHCSA



## 1.0 Purpose

- 1.1 This procedure describes the process for internal audits of the Palm Harbor Library (PHL) Children's Room, in response to guidance from the Pinellas County Board of County Commissioners (BOCC) received in March of 2025.

## 2.0 Responsible Departments

- 2.1 PHL Advisory Council, PHL Administration (Director and Assistant Director), PHL Youth Services Manager

## 3.0 Audit Instructions

- 3.1 The Advisory Council (two-members) shall conduct a random internal audit monthly and share its findings at the monthly PHL Advisory Council meeting.
- 3.2 Audits, findings, and open actions will be reviewed monthly at the Advisory Council meeting.
- 3.3 PHL Administration will address areas of concern or create a plan to do so prior to the following month's audit, in coordination with the Youth Services Manager, and report back to the PHL Advisory Council.
- 3.3.1 Compliance with these audits in some instances will be quick, such as relocating brochures or other small items; other actions may take longer, such as covering genre labels for numerous titles, scheduling staff to address areas of concern, the need for more information, the need for additional guidance, or title availability (if the book or media is checked out).
- 3.3.2 If specific staff need feedback, guidance, or performance management related to these guidelines, this will be addressed through current supervisory practices by PHL Administration in coordination with that staff member's manager.
- 3.4 All audit forms shall be maintained by the PHL Advisory Council and available upon request.

## 4.0 Audit criteria:

**4.1 Prohibition on Promotion of Sexual Identity:** PHL shall prohibit the active promotion or endorsement of sexual identity in the Children's Room. "Promotion or endorsement" is defined here as intentionally increasing visibility or awareness of this topic through:

- 4.1.1 Visual displays, posters, or artwork;
- 4.1.2 Oral presentations, Storytimes, or other children's programs;
- 4.1.3 Pamphlets, brochures, or handouts;
- 4.1.4 Sections designated for Children on the PHL website.

**4.2 Book Availability:** While individual books that may reference sexual identity shall not be restricted, they shall not be labeled or intentionally promoted or endorsed in the Children's Room.

**4.3 Public Awareness:** PHL shall post signage in the Children's Room stating the library's commitment to maintaining a neutral environment. An example of this can be found in PHL's mission statement.

**4.4 Strategic Plan Requirement:** PHL shall maintain an updated Strategic Plan on its website (and in new printings) that is entirely free of Diversity, Equity, and Inclusion (DEI) language or policies.



## PHL Children's Room Audit – Guidelines



## PHL Children's Room Audit Form

PHL Advisory Council Auditors: \_\_\_\_\_

Date: \_\_\_\_\_

#	Audit Criteria	Audit Notes
1	<b>Prohibition on Promotion of Sexual Identity:</b> The Palm Harbor Library (PHL) shall prohibit the active promotion or endorsement of sexual identity in the Children's Room through: <ul style="list-style-type: none"> <li>• Visual displays, posters, or artwork;</li> <li>• Oral presentations, storytimes, or other programs;</li> <li>• Pamphlets, brochures, or handouts;</li> <li>• Sections designated for Children on the PHL website.</li> </ul>	<input type="checkbox"/> Criteria met <input type="checkbox"/> Criteria not met  Notes:
2	<b>Book Availability:</b> While individual books that may reference sexual identity shall not be restricted, they shall not be labeled or intentionally promoted or endorsed in the Children's Room.	<input type="checkbox"/> Criteria met <input type="checkbox"/> Criteria not met  Notes:
3	<b>Public Awareness:</b> PHL shall post signage in the Children's Room stating the library's commitment to maintaining a neutral environment. An example of this can be found in PHL's mission statement.	<input type="checkbox"/> Criteria met <input type="checkbox"/> Criteria not met  Notes:
4	<b>Strategic Plan Requirement:</b> PHL shall maintain an updated Strategic Plan on its website (and in new printings) that is entirely free of Diversity, Equity, and Inclusion (DEI) language or policies.	<input type="checkbox"/> Criteria met <input type="checkbox"/> Criteria not met  Notes:

4/9/2025

Revision B

AC-100-01



Palm Harbor Library (PHL)  
Advisory Council Bylaws

## **BYLAWS Of The Palm Harbor Library Advisory Council**

( Florida Nonprofit PHCSA 85-8012632673C-9 501(C)(3) Organization )

### **ARTICLE 1. LOCATION of The Library**

The principal location of the Palm Harbor Library (PHL) is located at 2330 Nebraska Ave, Palm Harbor, FL 34683 as its principal place of business or such other places as the PHL Advisory Council membership may designate.

### **ARTICLE 2. PURPOSE of The Library**

The Palm Harbor Library is an entity of the Palm Harbor Community Services Agency, Inc. (PHCSA). PHCSA is a nonprofit corporation, organized to provide opportunities to enhance the common good and welfare of Palm Harbor residents, pursuant to the Florida Corporations Not for Profit law in Section 617 of the Florida Statutes, Chapter 85-489, Laws of Florida, and Pinellas County Ordinance No. 85-28.

The specific and primary purposes is as follows:

- a. To provide support for the administration and operation of the business and affairs of the '*Palm Harbor Community Services District*' created pursuant to Pinellas County Ordinance No. 85-28.
- b. To operate in any other manner for such purposes as provided in Pinellas County Ordinances No. 85-28 and Chapter 85-489, Laws of Florida.
- c. To engage in such other activities may be of mutual benefit to its members.
- d. To support the operation of library services for the Palm Harbor community through fundraising, volunteerism and serving as advocates for community library programs.
- e. To support PHL's engagement as essential participants in educating our community by providing access to a wide variety of programs, materials, and publications to meet the needs of present and future generations of our community.
- f. To support PHL's innovation in technologies and services to deliver information and scholarly resources conveniently to users anytime/anyplace.
- g. To support PHL's provision of well-equipped and functional physical spaces where our community can pursue independent learning and discovery.

### **ARTICLE 3. RESPONSIBILITIES or the Advisory Council**

The Advisory Council is responsible for financial oversight and operational accountability affecting the interests of Palm Harbor Library. The Advisory Council also reviews library strategic investments, capital improvements, resource planning and PHL policies / procedures. The Advisory Council is responsible for evaluating the library director's performance and making recommendations for annual increases as required by the PHCSA Board (the PHCSA Board maintains full responsibility for PHL Director hiring, firing, and recommending salary increases).

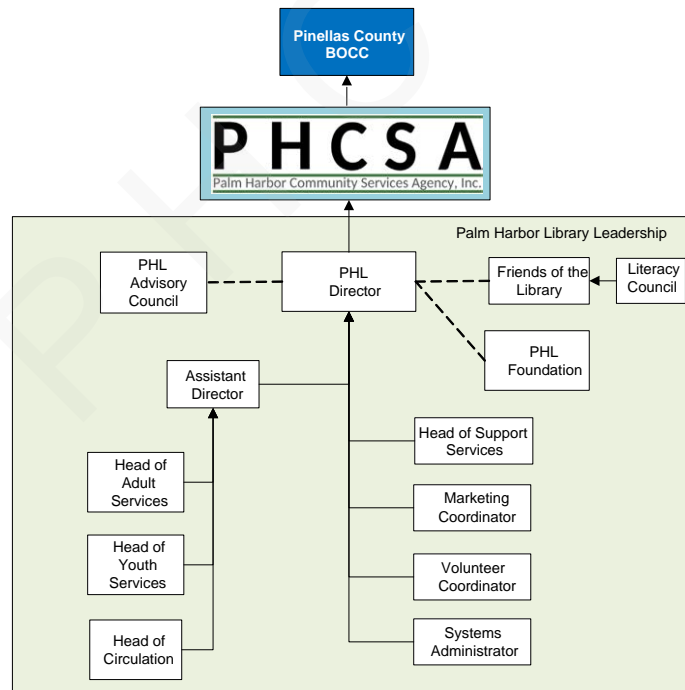


## Palm Harbor Library (PHL) Advisory Council Bylaws

Primary Advisory Council Responsibilities can be summarized as follows:

- To recruit, select, and recommend a candidate for library director to the Palm Harbor Community Services Agency, Inc. (PHCSA).
- To conduct an annual performance review of the PHL Director and make compensation recommendations as required to PHCSA.
- To review the PHL policies and strategic planning for library services, including plans for growth, expansion of facilities, additional services, resource planning and support as needed.
- To review the financials monthly including actual spending vs. budget, balance sheet reconciliation, warrants, and individual departmental spending.
- To review all expenditures monthly / summarized year-to-date.
- To review all capital expenditures and projects requirements.
- To review and endorse all PHL capital requests of  $\geq \$10,000$  for PHCSA approval.
- To advocate for the library and help the PHL director in fostering community support.
- The Advisory Council does not have direct operational responsibility.

Reporting responsibilities are as follows:







Palm Harbor Library (PHL)  
Advisory Council Bylaws

#### **ARTICLE 4. ADVISORY COUNCIL EXPECTATIONS**

The Palm Harbor Library Advisory Council shall initially have one class of members. Additional classes of members, the manner of election or appointment of each class of members, and the qualifications and rights of each class of members may be established by amendment to these Bylaws.

1. Advisory Council Membership shall be open to all people who are residents and actively volunteer as well as supporting the Palm Harbor Library mission, vision, and values.
  - a. **The Mission of the Palm Harbor Library.** "Palm Harbor Library aspires to be the definitive educational and cultural destination for all members of the Palm Harbor community. It will offer a safe and secure environment and serve as a neutral venue while providing easy access to information. The library will be an essential part of the community, acting as an anchor for learning, promoting, and supporting the arts and meeting the evolving needs of its residents.
  - b. **Our Vision Statement** "You. Us. Together."
  - c. **Our Values** "Honesty, integrity, respect, transparency, confidentiality, and equity towards the community, our staff and volunteers."
2. To qualify for an Advisory Council Membership assignment.
  - a. Interested parties must be of voting age.
  - b. Interested parties should have primary residency within the Palm Harbor Community Services District ( PALM HARBOR, Florida – Zip codes: 34682, 34683, 34684, 34685 ).
  - c. Interested parties outside the primary residency may be considered with Advisory Council approval.
  - d. Interested parties may apply for consideration during the 'application open period' to the Palm Harbor Library Advisory Council, or the Palm Harbor Library.
  - e. All Advisory Council Members are classified as volunteer positions.
3. Membership candidates shall apply during the open period (refer to **ARTICLE 5. 2. a.**).
4. The Advisory Council and the Library Director shall interview candidates.
5. Membership vacancies will be posted as necessary, by affirmative majority vote of the Advisory Council.
6. Membership qualifications and appointment criteria may be amended, when necessary, by the Advisory Council.



Palm Harbor Library (PHL)  
Advisory Council Bylaws

## **ARTICLE 5. ADVISORY COUNCIL MEMBERSHIP**

1. The Advisory Council shall consist of seven (7) members, the specific number to be set by the resolution of the Advisory Council annually. The number of members may be changed from time to time, provided that no decrease in the number shall have the effect of shortening the term of any incumbent member.
2. Appointments of Members
  - a. **Open Appointment Period** – the Advisory Council open appointment period is typically June 15th – July 15th annually. Those interested in filling an available council seat shall complete an application which can be obtained online (<https://www.palmharborlibrary.org/> ) or directly from the Advisory Council.

***Expectations for all applicants:***

- (a) Term of Office - Unless a member dies, resigns, relocates, or is removed, he or she shall hold office for a term of two (2) years or until his or her successor is elected, whichever occurs later. Under certain conditions, members' terms may be extended by a simple majority vote by the Advisory Council , provided the extension is in the best interest of the Library and represents no conflict with any existing government authority.
- (b) Advisory Council members may serve a total of four two-year terms. Members interested in reapplying for an additional two-year term may do so during the open period. Members who have served continually for four two-year terms may reapply after fulfilling a one-term separation. The current Chairperson may be requested to serve as an ex-officio council member for one additional year as advisor to the newly elected chairperson, rather than being specifically appointed or elected to that role.
- (c) Successor members shall be appointed to a two-year term beginning on October 1<sup>st</sup> – ending on September 30<sup>th</sup>. New members of the Advisory Council are ratified by a majority vote of the sitting Advisory Council.
- (d) Vacancies - An unplanned member vacancy may be filled as needed with a majority vote by the Advisory Council. A member who fills a vacancy shall serve for the unexpired term of his or her predecessor in office.
- (e) Appointments for Open Positions – in the event there are no applications received during the open period nor those submitted meet the minimal qualifications as established within these bylaws, the Advisory Council may extend the 'term of office' for any / all termed positions by affirmative vote of a majority of the Advisory Council.
- (f) An Advisory Council member may be removed from the Advisory Council due to excessive absenteeism. Anyone missing three (3) council meetings within a fiscal year without preapproval may be subject to termination.
- (g) It is recommended that all applicants must have volunteered for a minimal six-month period or have accumulated fifty total volunteer hours.



## Palm Harbor Library (PHL) Advisory Council Bylaws

- (h) It is recommended that applicants maintain membership in the Palm Harbor Friends of the Library ( <https://friendsofphl.org/> ).

### **ARTICLE 6. ADVISORY COUNCIL OFFICERS**

The officers of this organization shall be Chair (Chairperson), Secretary and PHCSA Board Representative. They shall constitute the Executive Council. Executive Council appointments shall be open to Advisory Council members. Elections to be held during the October meeting for the Chairperson and Secretary. The PHCSA Representative's term may supersede the Advisory Council term.

1. The Chair shall preside at all meetings of the membership, appoint all committee chairpersons with the approval of the Executive Council, and function as ex officio member for all committees. The Chair is responsible for making sure the council monitors the financials, assets, resources, and business affairs. The Chair coordinates with the PHL Director and makes sure the council supports and advocates for the Library whenever possible.
2. The appointed PHCSA Board representative shall perform the duties of the Chair in his or her absence, may serve as member or chairperson of any committee, and shall perform such other duties as are assigned by the Chair or in absence thereof.
  - a. The PHCSA Board representative shall be an active Advisory Council Member and is recommended by a majority of the Advisory Council, the PHL Director and appointed by, the 'Palm Harbor Friends of the Library, Inc.'
  - b. The PHCSA representative shall be approved and appointed to serve a two (2) year term by the PHCSA Board as indicated per its bylaws and Pinellas County Code Chapter 114 – Special Districts, stated as follows; *All recommended appointments for membership (PHCSA Board) shall be an officer or director of, and appointed by, the Palm Harbor Friends of the Library, Inc., who is a qualified Pinellas County elector and resides in Palm Harbor, Florida.*
3. The Secretary shall document Advisory Council proceedings. Approved Minutes will be stored via the PHL electronic records management system by PHL staff.

### **ARTICLE 7. MEETINGS**

1. Regular Meetings shall be held by resolution.
  - a. The Advisory Council shall specify the date, time, and place for holding regular meetings.
  - b. Notification of meetings will be posted on the PHL website (<https://www.palmharborlibrary.org/>).



## Palm Harbor Library (PHL) Advisory Council Bylaws

### 2. Membership Voting shall be as follows:

Vote type	In-person or remote
Viva voce (by voice)	In-person or remote
Vote by rising	In-person or remote
Vote by ballot	In-person
Vote Remotely	Remote (via Zoom or similar)
Vote by unanimous consent	In-person or remote
Roll call voting	In-person or remote
Absentee voting	By proxy (email)

### 3. Special Meetings

- A special meeting may be requested by any Advisory Council member with a written request by the Chair when necessary. Planned special meetings as requested shall be reviewed, discussed, and approved by a majority vote prior to the scheduled meeting.
- When a vote is needed but a special meeting is not possible, refer to Article 7, Section 2 Absentee voting.

### 4. Remote Meetings

- Members of the Advisory Council or any committee appointed by the Council may participate in a meeting by or using one or more means of remote communication through which all the members may simultaneously participate with each other during the meeting.
- Participation by such means shall constitute presence in person for the meeting.

### 5. Place of Meetings

- All meetings shall be held at the principal office of the PHL or at any other place designated by the Advisory Council.

### 6. Quorum

- A majority of the number of members holding the office shall constitute a quorum for the transaction of business at any council meeting.
- If a quorum is not present for a scheduled meeting, the meeting shall be rescheduled.

### 7. Manner of Acting

- The act of the majority of the members present at a meeting at which there is a quorum shall be the act of the council, unless a vote of a greater number is required by these Bylaws, PHSCA Bylaws or Pinellas County.

### 8. Presumption of Assent

- A member of PHL Advisory Council present at a council meeting at which action on any matter is taken shall be presumed to have assented to the action taken unless his or her dissent or abstention is entered in the minutes of the meeting, or unless such member files a written dissent or abstention to such action with the person acting as secretary of the meeting before the adjournment thereof.
- Such right to dissent or abstain shall not apply to a member who voted in favor of such action.



Palm Harbor Library (PHL)  
Advisory Council Bylaws

9. Resignation

- a. Any member may resign at any time by delivering written notice to the Chair or the secretary at the registered office of the Palm Harbor Library. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

10. Removal or Termination of a Member

- a. At a special meeting called expressly for the removal or termination of a member, a member may be removed by two-thirds of the votes cast by the members present (a quorum of membership must be present).

11. Committees

- a. The Advisory Council, according to the resolution adopted by a majority of the members then in office, may designate and appoint one or more standing or temporary committees, each of which shall consist of one or more members. Such committees shall have and exercise the authority of the members when conducting committee affairs, for fact finding only. The Advisory Council retains overall responsibility for reviewing, adopting, and/or rejecting the fact-finding recommendations or conclusions.

12. Compensation

- a. The members shall receive no compensation for their service as members on behalf of the PHL Advisory Council.

## **ARTICLE 8. APPOINTMENTS**

1. Open Application Period

- a. Typically, the Advisory Council open application period is June 15<sup>th</sup> – July 15<sup>th</sup> annually. Open Advisory Council Positions will be posted.

2. PHL Advisory Council Applications

- a. Application for the Advisory Council will be available at the Palm Harbor Library or online at ( <https://www.palmharborlibrary.org/> ).

3. Interview Process

- a. Applicants who are meeting the qualifications will be interviewed by the Palm Harbor Library Advisory Council and Director no later than August 31.

4. Advisory Council Notification

- a. By majority vote, The Palm Harbor Library Advisory Council and the Director will make a formal recommendation for appointment at the September Advisory Council Meeting.

5. Appointee Notification

- a. The appointee(s) will be notified by the Palm Harbor Advisory Councils Executive Board and Director by October 1<sup>st</sup>.



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6. New Term
  - a. The new term begins October 1<sup>st</sup> and continues for two years (*ending on September 30<sup>th</sup>*).
7. Outgoing members
  - a. Outgoing members must turn over all PHL materials pertinent to their membership to the secretary within thirty days after their term has expired.

## ARTICLE 9 ADMINISTRATIVE PROVISIONS

1. Books and Records
  - a. The Palm Harbor Library shall keep at its registered office copies of its current Articles of Incorporation and Bylaws; correct and adequate records of accounts and finances; minutes of the proceedings of its members and council, and any minutes which may be maintained by committees of the council; records of the name, address and classification (State, County, Local records) if applicable of each member, and of the name and post office address of each officer; and such other records as may be necessary or advisable.
  - b. Approved copies shall be stored via the PHL electronic records management system.
2. Fiscal Year
  - a. The fiscal year for the Advisory Council begins October 1<sup>st</sup> and ends September 30<sup>th</sup>.
3. Rules of Procedure
  - a. The rules of procedure at meetings of the Advisory Council and committees shall be rules contained in Robert's Rules of Order on Parliamentary Procedure.
4. These Bylaws may be altered, amended, or repealed when required by a majority vote of the Advisory Council membership.
5. Conflict of Interest Statement

**Note: this statement aligns with the Conflict-of-Interest policy adopted by PHCSA.**

A conflict of interest occurs when an individual's personal interests – family, friendships, financial, or social factors – could compromise his or her judgment, decisions, or actions in the workplace.

- a. The Advisory Council members of the Palm Harbor Library shall not accept any gift, entertainment, service, loan, or promise of future benefits from any person who either personally or whose employees might benefit or appear to benefit from such council or committee member's connection with the agency, unless the facts of such benefit, gift, service, or loan are disclosed in good faith and are authorized by the council.
- b. Council and committee members are expected to work out for themselves the most



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gracious method of declining gifts, entertainment, and benefits that do not meet this standard.

- c. No Advisory Council or committee members should perform, for any personal gain, services to any supplier of goods or services, as employee, consultant, or in any other capacity which promises compensation of any kind, unless the fact of such transaction or contracts are disclosed in good faith, and the council or committee authorizes such a transaction.
- d. Similar association by a family member of the council or committee member or by any other close relative may be inappropriate. No council or committee member or any member of his/her family should have any beneficial interest in, or substantial obligation to any supplier of goods or services or any other organization that is engaged in doing business with or serving the Palm Harbor Library.
- e. This policy statement is not intended to apply to gifts and/or similar entertainment of nominal value that clearly are in keeping with good business ethics and do not obligate the recipient.
- f. Any matter of question or interpretation that arises relates to this policy should be referred to the Chair for decision and/or for referral to the full Advisory Council for decision, where appropriate.



**THE PALM HARBOR FRIENDS OF THE LIBRARY, INC.  
BY-LAWS**

**ARTICLE I — NAME**

The name of this organization shall be the PALM HARBOR FRIENDS of the LIBRARY, INC., a non-profit corporation.

**ARTICLE II — PURPOSE**

This is a volunteer, non-profit organization whose purpose shall be to maintain an association of people interested in supporting quality library services in the community through fundraising, volunteerism and serving as advocates for the library programs. In addition this library organization will focus public attention on library services, facilities and needs as well as to stimulate endowments and bequests to the Palm Harbor Public Library.

**ARTICLE III — MEMBERSHIP**

Section 1. Membership in this organization shall be open to all people who support its purpose and shall entitle each member or family to one vote at the general membership meetings.

Section 2. There shall be three classes of members. Membership dues shall be as designated by the Board of Directors, effective October 1, 2016.

Individual: \$15.00

Family: \$25.00

Life: \$125.00 with Giving Tree Leaf

**ARTICLE IV — OFFICERS AND BOARD OF DIRECTORS**

Section 1. The officers of this organization shall be President, Vice President, Secretary and Treasurer. They shall constitute the Executive Board. The chairpersons of each standing committee are the Board of Directors.

Section 2. The Director of the Palm Harbor Library and the Immediate Past President of this organization shall function as non-voting ex officio members of the Board of Directors.

Section 3. The President shall preside at all meetings of the membership and Board of Directors, shall appoint all committee chairpersons with the approval of the Executive Board, and shall function as ex officio member of all committees. \*The





President must have a background of being a volunteer in the Palm Harbor Library for at least one year.

Section 4. The Vice President/President Elect shall perform the duties of the President in his or her absence, may serve as member or chairperson of any committee, and shall perform such other duties as are assigned by the President.

\*The Vice President/President Elect must have a background of being a volunteer in the Palm Harbor Library for at least one year.

Section 5. The Secretary shall keep a record of all meetings of the membership, the Board of Directors, and the Executive Board, preserve all current records, maintain and update the Policy Procedure Manual as needed and be custodian of all records of the organization which no longer are needed for current operations, but have historical significance.

Section 6. The Treasurer shall receive all money, property and gifts to the organization; shall pay all bills authorized by the Board of Directors, investigate investment options, make reports at all meetings of the membership, Board of Directors and Executive Board and insure other financial concerns such as tax filing and annual audits are completed as required.

Section 7. The permanent Board of Directors shall consist of the Executive Board, the chairpersons of the following committees: Membership, Communications, Bookstore Manager, Fundraising/ Programming, and Literacy.

A) The membership committee shall be responsible for recruiting new members, keeping membership records, and collecting annual dues.

B) The communications committee shall be responsible for sending thank you cards and other correspondence, creating and distributing regular electronic or print communications to members, and maintaining the Friends' website and email account.

C) The Fundraising /Programming committee will organize fundraising projects as needed and determined by the Board of Directors, coordinate with the Library staff on all programs which would benefit the Palm Harbor Library, the Literacy Program and plan the annual general meeting of the membership.



D) The book store manager will coordinate and communicate with the Board of Directors and represent the book store at monthly meetings.

E) The Literacy Director shall serve on the Board of Directors in order to coordinate and communicate literacy needs.

F) The immediate Past President shall provide historical information to the Board of Directors, shall act as Parliamentarian at all meetings, shall represent the organization at formal events when the current President or Vice President is unable to attend and shall be responsible for outreach to other Friends organizations. The Past President shall serve as the Chair of the Nominating Committee.

#### ARTICLE V – CONTRACTS AND AGREEMENTS

All proposed contracts or agreements presented to the Friends of the Palm Harbor Library, Inc. must be pre-approved by the board before signature by the President or his/her designee.

#### ARTICLE VI — FUNDS

Section 1. All money, property, and gifts shall be considered as donations to a non-profit organization and must be used exclusively for the benefit of the Palm Harbor Friends of the Library and the Palm Harbor Library. If the organization is disbanded, all remaining assets shall be given to the Palm Harbor Library a (501(c)(3)) organization, to be used exclusively for the benefit of the Palm Harbor Library.

Section 2. All revenue generated by the bookstore will remain and only be used by the Palm Harbor Friends of the Library, Inc.

Section 3. All money shall be deposited in a Federally Insured Financial Institution, with preference given to local Institutions, in the name of the Palm Harbor Friends of the Library, Inc., and disbursed by the Treasurer as directed by the Board of Directors.

Section 4. The records of the Treasurer shall be audited by a CPA annually.



## ARTICLE VII — MEETINGS

Section 1. A meeting of the membership shall be required during the last quarter of the fiscal year, July 1 – September 30, for the election and installation of officers and transaction of other business. Special meetings of the membership may be called by the Executive Board or by the President with at least a two week notice. A quorum at a general meeting shall be 50% + 1 of those members present.

Section 2. The Board of Directors shall meet monthly at a regular time and place determined by the Board unless a meeting is canceled with prior approval by the Board of Directors. Special meetings may be called by the President with a two-week notice. A quorum for the Board of Directors shall be 50%+1. With prior approval, the Board may grant an “excused” absence that shall not be counted against the Board member’s attendance.

Section 3. All meetings shall be as follows: Roll Call; Approval of the minutes of the preceding meeting; Treasurer’s Report; Library Director’s Report; Old and unfinished business; New business; Reports of committees; and Adjournment.

Section 4. Board members may attend board meetings by legally permissible electronic means up to twice in a fiscal year. Attendance by electronic means may only occur if a quorum is present at the meeting. For purposes of this subsection, electronic means shall mean electronic media technology which provides for interactive video and audio feed.

Section 5. The Board may vote to replace any Board member who is absent (unexcused) from 3 meetings, unable to perform or guilty of negligence or criminal conduct.

## ARTICLE VIII — ELECTIONS

Section 1. At least sixty days prior to the end of the fiscal year, the President shall appoint a Nominating Committee of three members. The immediate Past President shall serve as the Chair of the Nominating Committee. The Nominating Committee shall present a slate of officers at the annual meeting. Nominations from the floor will be considered with the written approval of the individual nominated, if not present, or orally, if the nominee is present. Election shall be by a quorum of 50% + 1 of those present.



Section 2. Term of office for the Executive Board shall be for two years beginning the first day of October. No person shall be elected to the same office for more than two consecutive terms. Serving by appointment to fill a vacancy until the next regular election shall not be a bar to serving two full terms by election. There is no limit of consecutive terms of office for the remaining Board of Directors.

Section 3. Any vacancy in office shall be filled for the remainder of the term through appointment by the Executive Board.

Section 4. Outgoing officers and directors must turn over all materials pertinent to their office to the incoming officers and directors within thirty days after the election.

#### ARTICLE IX— AMENDMENTS

Amendment of the By-laws may be accomplished by vote of 50% + 1 of the members present and voting at a regular, annual or special meeting of the membership, provided that the members are informed two weeks prior to the meeting.

ARTICLE X — By-laws must be reviewed by the board every 2 years beginning in 2016.

#### ARTICLE XI — AGENCY AND ADVISORY COUNCIL APPOINTMENTS

Section 1. The Executive Board shall appoint from the Palm Harbor Friends of the Library Board of Directors and the Palm Harbor Library Advisory Council, with the approval of the Board of Directors, one person to serve for a term of two years, on the Board of Directors of the Palm Harbor Community Services Agency, commencing their term of office the first day of January. The selected individual can be appointed for additional two-year terms subject to approval each time by the Board of Directors.

Section 2. The Executive Board shall appoint from the active membership of Palm Harbor Friends of the Library, seven persons to serve a term of two years on the Palm Harbor Library Advisory Council, commencing their term of office on the first day of October. Appointments shall be on an alternative basis; appointing three in one year, and four the following year. They can be reappointed for additional two-year terms subject to approval each time by the Board of Directors.



Section 3. The Palm Harbor Friends of the Library Board of Directors may vote to replace any Palm Harbor Community Services Agency board member or Palm Harbor Library Advisory Council member who is absent from three unexcused meetings, unable to perform or guilty of negligence or criminal conduct.

#### ARTICLE XII — PARLIAMENTARY AUTHORITY

Section 1. If there be any conflict between the provisions of the articles of incorporation and these bylaws the provisions of the articles of incorporation shall govern.

Section 2. The rules contained in Robert's Rules of Order shall govern in all cases to which they are applicable and in which they are not inconsistent with these bylaws.

The foregoing were adopted as the revised Bylaws for the PALM HARBOR FRIENDS OF THE LIBRARY, INC., a (501)(C3) corporation not for profit under the Laws of the State of Florida, by the Board of Directors on August 20, 2018.  
PALM HARBOR FRIENDS OF THE LIBRARY, INC.

By: President Attest:

Amended May 8, 2007

Amended March 9, 2010

Amended November 8, 2011

Amended February 12, 2013

Amended December 9, 2013

Amended August 30, 2015

Amended December 8, 2014

Amended September 3, 2016

Amended September 29, 2018

Amended September 29, 2020

Amended September 30, 2021

7

East Lake Community Library

PHCSA

EAST LAKE COMMUNITY LIBRARY (ELCL)  
ADVISORY BOARD BY-LAWS  
(Revised May 5, 2015)

**Section 1.** The purpose of the ELCL advisory board, hereinafter referred to as the “board,” shall be to support quality library services in the community by providing general advisory oversight of the East Lake Community Library, including but is not limited to budget, policy and planning review, advocacy and annual evaluation of the library director." The board works with and through the library director and does not have direct operational authority.

**Section 2.** Responsibilities of the board shall be:

- To recruit, select, and recommend a candidate for library director to the Palm Harbor Community Services Agency, hereinafter called “PHCSA;”
- To conduct an annual performance review and recommend compensation to PHCSA;
- To advise the director on policy and planning for quality library service, including plans for growth and expansion of facilities and services;
- To advise and review the development of the library's budgets, including operational and capital budgets and recommend their adoption by PHCSA;
- To review budgeted expenditures and budget adjustments monthly and endorse budget requests over \$5000, which are submitted to PHCSA for approval;
- If needed, represent the library during budget hearings.
- To advocate for the library and assist the director in fostering community support.

**Section 3.** The advisory board is as follows:

- **Size:** The board consists of at least seven (7) or nine (9) members.
- **Term:** Board members may serve a two year term. They may serve two consecutive two-year terms. Under certain conditions, members’ terms may be extended, provided the extension is in the best interest of the Library and represents no conflict with any existing government authority.
- **Appointment:** New members of the Board are ratified by a majority vote of the sitting board.
- **Recommended Composition:**
  - Member(s) of the community whose business or residence is within the East Lake fire district. To the extent possible, the board should broadly reflect the community. Representatives are self-nominated or the result of an ad hoc

- nominating committee recommendation and are ratified in accordance with the election procedures of the Board.
  - A member of the Friends of the East Lake Community Library, nominated by the Friends and ratified in accordance with the election procedures of the Board.
  - A library volunteer, currently and actively in service at the library, nominated by the director and volunteer coordinator and ratified in accordance with the election procedures of the Board.
  - A member of the Foundation of the East Lake Community Library, nominated by the Friends and ratified in accordance with the election procedures of the Board.
- Designated members of the board serve as a liaison to the Friends of ELCL and to the Foundation.
- One member of the board represents ELCL on the PHCSA governing board. This representative is nominated by the Board and is ratified in accordance with the election procedures of the Board. Term length on the PHCSA board is two years. Under certain conditions, members' terms may be extended, provided the extension is in the best interest of the Library and represents no conflict with any existing government authority.
- Board terms are staggered to minimize disruption to Board business and to provide as much continuity as possible.
- **Officers:** Board Chair, Vice Chair, Secretary, and Treasurer positions will be elected by a majority vote of the sitting Board during the October meeting of each year.
- **Committees:** Board ad hoc committees will be commissioned on an as needed basis and will report results and make recommendations to the full Board for approval.
- **Meetings:** The Advisory Board will meet on the second Tuesday of each month at 6:00 pm in the East Lake Community Library (or as often as is necessary to complete its duties and responsibilities.) All meetings will be open to the public.
- **Quorum:** Four (4) members of a seven (7)-member board, or five (5) members of a larger board will constitute a quorum. Recommendations and decisions of the board require a majority vote. Votes of five (5) members of a seven (7)- member board, or six (6) members of a larger board are required to change the by-laws.
- Board members may not miss more than three (3) unexcused meetings per year. Members missing four (4) unexcused meetings in a calendar year will be subject to Board removal. Removing a member from the Board requires a Board vote.



8

East Lake Recreation

PHCSA

**AMENDED AND RESTATED BY-LAWS OF  
EAST LAKE YOUTH SPORTS ASSOCIATION, INC.**

**ARTICLE I – NAME**

The name of this organization shall be “East Lake Youth Sports Association, Inc.”

**ARTICLE II – AUTHORITY AND GOVERNING DOCUMENTS**

Pursuant to the “East Lake Recreation Services Operating Agreement” dated October 1, 2014, the East Lake Youth Sports Association, Inc. (ELYSA) shall act in an advisory capacity to the Palm Harbor Community Services Agency, Inc. (PHCSA). The East Lake Youth Sports Association, Inc. shall also be known as the “East Lake Recreation Advisory Board” (Advisory Board).

**ARTICLE III – PURPOSE**

The purpose of this organization is to advise and make recommendations to the Director of Recreation & the PHCSA board, on the provision of recreation programs in the East Lake Recreation Services District. The responsibilities of the Advisory Board include:

- a. Assisting and advising PHCSA in the selection and employment of the Recreation Director.
- b. Assisting and advising the Recreation Director in the provision of recreation services for the East Lake District, including operational policies, capital expenditures, infrastructure projects and long term planning for the complex facilities.
- c. Advising PHCSA as provided in the October 1, 2014 agreement with PHCSA and recommend ideas and solutions on a community-wide basis in all matters relating to suitable and positive recreational experiences for the residents of the East Lake taxing district.

**ARTICLE IV – BOARD MEMBERS**

**Section I: Membership**

The membership shall consist of seven (7) members or such other number as the board of directors shall determine. The board shall at all times consist of at least one (1) representative with a maximum of two (2) representatives from each organization that has a user group agreement with the East Lake Recreation District. A majority of directors must reside within the East Lake taxing district. There shall be no more than twelve (12) directors on the board at any one time and a quorum will consist of at least one half of all members.

Section II: Term

Members will serve annual terms from October 1st to September 30th of each year with the ability to succeed themselves. Members may be removed by a two thirds vote of the entirety of the sitting board on motion by any member.

Section III: Selection of Board Members

The Advisory Board President shall appoint, as necessary during the year when a vacancy occurs and in August of each year a nominating committee, consisting of not less than three (3) persons. The Nominating Committee will recommend nominees as may be required for election by the board as board members. Each nominee must have been solicited and have given consent to serve. Nominations may be made from the floor but only if prior approval of the nominee has been received. Elections will be held, yearly at the September meeting of the board and during the year as needed.

Section IV: Officers

The board shall at a minimum consist of: a President, a Vice-President, a Secretary, and a Treasurer.

Section V: Officer Duties

The President shall convene and facilitate scheduled board meetings.

The Vice President position shall chair committees as designated by the board. The Vice President will assume meeting duties in the President's absence.

The Secretary shall be responsible for keeping records of all board actions, including overseeing the taking of minutes at all board meetings, sending out meeting announcements, distributing agendas and copies of minutes and maintaining corporate records.

The Treasurer shall make a financial report at each board meeting, facilitate budget preparation, maintain financial records, disbursement of funds and ensure fiscal compliance with school, county, state, and federal regulations.

Section VI: Duties of the Board

- A. The board shall meet on a regular basis and shall inform itself concerning recreational programs of the East Lake taxing district. The board shall advise the PHCSA regarding issues concerning the recreational programs within the East Lake taxing district.
- B. The board shall review and consider community recreational needs in all matters pertaining to both passive and active recreational programs and related facilities within the East Lake taxing district.
- C. Each December the board shall establish annual goals and objectives.
- D. The board will promote good public relations between PHCSA and the Recreation Director and the various groups and entities using the recreational facilities within the East Lake taxing district. The board may establish such

- standing or special committees as it deems necessary to promote a successful operation.
- E. The board shall promote the betterment of recreational opportunities within the taxing district through fundraising and education of all constituencies.
  - F. Each board member will contribute at least 12 hours of voluntary time in addition to board attendance.
  - G. The board shall appoint one board member to serve for a term of two years to the Board of Directors of the Palm Harbor Community Services Agency (PHCSA).
  - H. The board may vote to replace the PHCSA appointee if member is absent from three meetings, unable to perform or guilty of negligence or criminal conduct. With prior approval, the board may grant an "excused" absence that shall not be counted against the member's attendance.

#### **ARTICLE V - MEETINGS**

##### **Section I:**

Meetings of the board shall generally be held one (1) time per month but no less than quarterly and the time and place shall be at the board's discretion. All meetings shall be announced and posted at least two days prior to the meeting and all meeting places shall be accessible to the public.

##### **Section II:**

Special meetings may be called by the President, upon request of any three (3) members of the board, or at the request of the chairman of PHCSA. Notice of any special meeting shall be not less than two (2) days prior to the day of the meeting.

#### **ARTICLE VI – AMENDMENTS**

These Bylaws may be amended at a regular or special meeting of the Board of Directors by a vote of the majority of a quorum of the board present in person.

#### **ARTICLE VI – EFFECTIVE DATE**

These Bylaws shall be effective as of this 30<sup>th</sup> day of September, 2014 and shall supersede any other document or past practice.

\_\_\_\_\_  
President

Attest:

By: \_\_\_\_\_  
Secretary



### **Employee Background Check Policy and Procedure**

All offers of employment at Palm Harbor Community Services Agency (PHCSA) are contingent upon clear results of a thorough background check. Background checks will be conducted on all final candidates and on all employees who are promoted, as deemed necessary.

Background checks will include:

- **Personal and Professional References:** calls will be placed to individuals listed as references by the applicant.
- **Drug Screen Test**
- **Sexual Offenders and Predators Search**
- **Criminal History via Fingerprint Background Check:** includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:
  - The nature of the crime and its relationship to the position.
  - The time since the conviction.
  - The number (if more than one) of convictions.
  - Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.
  - If applying for a Summer Camp position, DCF Clearinghouse background laws will apply.

The following additional background searches will be required if applicable to the position:

- **Educational Verification:** Only potential candidates applying for the position of Librarian will confirm the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- **Motor Vehicle Records:** provides a report on an individual's driving history in the state requested. This search will be run when driving is an essential requirement of the position.
- **Credit History:** confirms candidate's credit history. This search will be run for positions that involve management of PHCSA funds and/or handling of cash or credit cards.

### **Procedure**

Final candidates must meet with HR to complete a background check authorization forms.

Human Resources will order the background checks upon receipt of the signed release forms, and either internal HR staff or an employment screening service will conduct the checks. A designated HR representative will review all results.

The HR representative will notify the hiring manager regarding the results of the checks. In instances where negative or incomplete information is obtained, the appropriate management and the director of Human Resources will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired. If a decision not to hire or promote a candidate is made based on the results of a background check, there may be certain additional Fair Credit Reporting Act (FCRA) requirements that will be handled by Human Resources in conjunction with the employment screening service (if applicable).

PHCSA reserves the right to modify this policy at any time without notice.

Implemented: 3-20-25

Revision:

Revision:



### Volunteer and/or Teaching Vendor

#### Background Check Policy and Procedure

All offers of volunteers and/or instructors at Palm Harbor Community Services Agency (PHCSA) are contingent upon clear results of a thorough background check. Background checks will be conducted on:

- All volunteers who are age 18 and older and volunteer more than 10 hours a month.
- All tutor volunteers who are age 18 and older.
- All instructors who will be teaching our youth and elderly customers for more than 10 hours a month.
- All instructors that will be teaching at Summer Camp will be fingerprinted regardless of hours working and DCF Clearinghouse background laws will apply.

Background checks will include:

- **Sexual Offenders and Predators Search**
- **Criminal History via Fingerprint Background Check:** includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:
  - The nature of the crime and its relationship to the position.
  - The time since the conviction.
  - The number (if more than one) of convictions.
  - Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.
  - If applying for a Summer Camp Volunteer and/or Vendor position, DCF Clearinghouse background laws will apply.

#### **Procedure**

Volunteers and/or instructors must meet with HR and complete a background check authorization form.

Human Resources will order the background check upon receipt of the signed release form, and either internal HR staff or an employment screening service will conduct the checks. A designated HR representative will review all results.

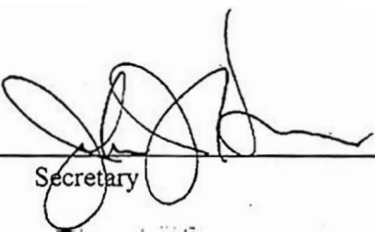
The HR representative will notify the manager regarding the results of the check. In instances where negative or incomplete information is obtained, the appropriate management and the director of Human Resources will assess the potential risks and liabilities. PHCSA follows all Fair Credit Reporting Act (FCRA) requirements.

PHCSA reserves the right to modify this policy at any time without notice.

Implemented: 3-20-25

Revision:

IN WITNESS WHEREOF, the undersigned Chairman and Secretary of this corporation have executed these Articles of Amendment this 12<sup>th</sup> day of AUGUST, 1998.


  
Secretary

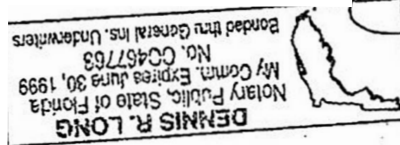
  
Chairman

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared J. Stephen Patnam and John Davis, known to me to be the persons who executed the foregoing Articles of Amendment and they acknowledged before me that they executed these Articles of Amendment for the purpose therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12<sup>th</sup> day of AUGUST, 1998.

  
Notary Public  
My commission expires:





## **RESOLUTION**

**WHEREAS**, the Board of Directors of the PALM HARBOR COMMUNITY SERVICES AGENCY, INC., has declared it advisable that Articles VI, VIII and XII of the Articles of Incorporation of this Corporation be changed, amended, and altered, as hereinafter set forth, and

**WHEREAS**, the members of the PALM HARBOR COMMUNITY SERVICES AGENCY, INC. do hereby approve of the said proposed amendments,

**RESOLVED**, That the first paragraph of Article VI of the Articles of Incorporation of this Corporation be amended, changed, and altered so as to read as follows:

“No part of the revenues or earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers or other private persons; and the corporation shall not pay compensation for services rendered to the corporation by its officers or directors, provided that the officers or directors may be reimbursed for reasonable expenses as provided by law.”

**RESOLVED**, That Article VIII of the Articles of Incorporation of this Corporation be amended, changed, and altered so as to read as follows:

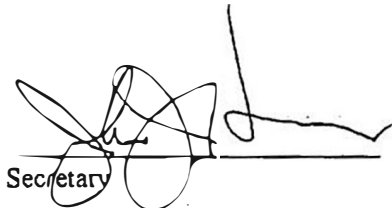
“The corporation shall not have members.”

**RESOLVED**, That Article XII of the Articles of Incorporation of this Corporation be amended, changed, and altered so as to read as follows:

“Amendments to these Articles of Incorporation may be adopted by a resolution adopted by a majority of the Board of Directors after 25 days’ written notice to the Directors.”

**RESOLVED**, That the Chairman and Secretary of this Corporation are hereby authorized and directed to make, execute and acknowledge this Resolution and the Articles of Amendments under the corporate seal of this Corporation, and to cause same to be filed and/or recorded in the manner required by law.

**IN WITNESS WHEREOF**, the Chairman and Secretary of this Corporation have hereunto executed this Resolution on this 12<sup>th</sup> day of AUGUST, 1998.

  
Secretary

  
Chairman

**Palm Harbor Library  
Palm Harbor Parks and Recreation  
East Lake Community Library  
East Lake Recreation**

## **Employee Handbook**

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**P H C S A**

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**Palm Harbor Community Services Agency, Inc.**

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***Equal Opportunity Employer***  
**July 2025**

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## WELCOME

Welcome to the Palm Harbor Community Service Agency or PHCSA family. The Palm Harbor Community Services Agency, Inc. (PHCSA, referred to as “FIX-SA”) was created in 1985 per Pinellas County Ordinance 85-28 to provide library and recreation services to the residents of the Palm Harbor Community Services District, a municipal services taxing unit. Voted on by the residents of Palm Harbor, this county ad valorem tax of 0.5 mills is distributed to library and recreation services.

PHCSA is the governing board of the Palm Harbor Library, Palm Harbor Parks and Recreation, the East Lake Community Library and East Lake Recreation. The board consists of eight members and operates independently at the discretion and under the guidelines set forth by Pinellas County.

This handbook provides a brief overview of PHCSA policies. There are also additional policies specific to each entity. For the full and most up-to-date policy, please contact Human Resources at 727-373-7020.

### Vision

To be the recreational, cultural and gathering center of Palm Harbor and all nearby North Pinellas County communities-where locals think of first as the place to meet, play, and connect.

## EMPLOYMENT

### 101 Nature of Employment

This handbook is intended to provide employees with a general understanding of our personnel policies. Employees are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with the Palm Harbor Community Services Agency (PHCSA).

This handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor PHCSA is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time. The Handbook does not create a property interest in the employee’s job.

In order to retain necessary flexibility in the administration of policies and procedures, the Directors reserve the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook, except for their policy of employment-at-will. The only recognized deviations from the stated policies are those authorized by the PHCSA Board.

### 102 Employee Relations

PHCSA believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their Supervisor or Human Resources (HR).

Our experience has shown that when employees deal openly and directly with Supervisors, the work environment

can be excellent, communications can be clear, and attitudes can be positive. We believe that PHCSA amply demonstrates its commitment to employees by responding effectively to employee concerns.

### **103 Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at PHCSA will be based on merit, qualifications, and abilities. PHCSA does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, gender identity, genetic information or any other characteristic protected by law.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of their Director, or if involving the Director, Human Resources. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. It is the responsibility of every employee to conscientiously follow this policy.

### **104 Immigration Law Compliance**

PHCSA is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with PHCSA within the past three years, or if their previous I-9 is no longer retained or valid.

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

### **105 Disability Accommodations**

PHCSA is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide people with meaningful employment opportunities for disabilities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Post-offer medical examinations are required. They are given to all the people entering the position only after conditional job offers. Medical records of all employees will be kept confidential to the extent provided by applicable law.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

PHCSA is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability.

This policy is neither exhaustive nor exclusive. PHCSA is committed to taking all other actions necessary to ensure equal employment opportunities for people with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

## **106 Business Ethics and Conduct**

PHCSA is a governmental Agency subject to Florida Statutes 112. The successful business operation and reputation of PHCSA is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of PHCSA is dependent upon our participants' trust and we are dedicated to preserving that trust. Employees owe a duty to PHCSA and its participants to act in a way that will merit the continued trust and confidence of the public.

PHCSA will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate Supervisor and, if necessary, with the entity Director for advice and consultation.

Alcohol may be served at company-sponsored social events such as holiday parties, off-site team-building events, and client networking functions. Such events must be pre-approved by management or HR. Employees are expected to drink responsibly. Excessive drinking, inappropriate behavior, or any actions that may harm the company's reputation or workplace culture will not be tolerated. Alcohol consumption during standard business hours or at the workplace is prohibited unless it is part of a sanctioned event and explicitly approved by leadership.

Compliance with this policy of business ethics and conduct is the responsibility of every PHCSA employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

### **Conflict of Interest**

Employees are required to disclose to PHCSA the existence of any situation which may constitute a conflict of interest. Examples of conflicts of interest may include, but are not limited to:

- Employees shall generally avoid conducting PHCSAs' business with family members or other significant relationships or taking any business action that benefits a family member or significant relationship.
- Employees shall not directly or indirectly work or consult for a competitor or engage in activity that is competitive with PHCSAs' business interests.
- It is never acceptable for an employee to engage residents or employees to market their own or third-party goods and services.

Employees are required to notify their supervisor in writing of potential conflicts.

### **Acceptance of Gifts**

Solicitation or acceptance of unauthorized tips, gifts, wages, gratuities, and/or loans from residents, resident family members or vendors not permitted by any employee. Some gifts may be appropriate if these gifts are of little value, are not offered in exchange for any type of favorable treatment or advantage and any such gift may not appear to others to be offered in exchange for favorable treatment or advantage.

Due to the nature of an employee's work, there are occasions when an employee is placed in a position in which a vendor may offer or provide the employee with a gift, invitation or travel rewards. It is recognized that it is customary for certain vendors, in the normal course of business, to host clients at events to enhance

business relationships. Such relationships are appreciated, in turn, when the vendors support the organization's fund-raising activities. Some vendor gifts may be appropriate if these gifts are of minimal value, are not offered in exchange for any type of favorable treatment or advantage, and any such gift may not appear to others to be offered in exchange for favorable treatment or advantage.

### **107 Hiring of Relatives**

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage as defined in Section 112.3135, Florida Statutes. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

PHCSA is committed to a policy of employment and advancement based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives. Relatives of current employees may be considered for employment if they are the most qualified candidate. However, no employee may be directly involved in the hiring, supervision, evaluation, or promotion of a relative.

No immediate relative of any employee is to occupy a position on any Advisory Board or as a member of PHCSA. In case of actual or potential problems, PHCSA will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.

### **108 Employee Relationships in the Workplace**

PHCSA strives to provide an environment for employees that is respectful, fair, and free of unlawful harassment or discrimination. In keeping with its commitment to provide equal opportunity to all employees and in order to avoid potential conflicts of interest, favoritism, exploitation, harassment or breaches of professional standards, the company prohibits personal relationships where there is supervision, direction or control between the parties.

Relationships between PHCSA employees, both inside and outside of the workplace, must not negatively impact work.

### **109 Outside Employment**

Employees may hold outside jobs as long as they meet the performance standards of their job with PHCSA. All employees will be judged by the same performance standards and will be subject to PHCSA's scheduling demands, regardless of any existing outside work requirements.

If PHCSA determines in its sole discretion that an employee's outside work interferes with performance or the ability to meet the requirements of PHCSA as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with PHCSA.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside PHCSA for materials produced or services rendered while performing their jobs. To ensure freedom from conflicts of interest, employees shall provide their Director written notice of any outside employment. No property of PHCSA may be used for non-PHCSA related activities without Director approval.



## 110 Job Posting and Employee Referrals

PHCSA provides employees with an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general, notices of all regular, full-time and part-time job openings are posted, although PHCSA reserves its discretionary right to not post a particular opening. Job openings will normally be posted on the employee bulletin board and on hiring websites.

To be eligible to apply for a posted job, employees must have performed competently for at least 60 calendar days in their current position. Employees who have a written warning on file or are on probation or suspension are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications. To apply for an open position, employees should submit a written request to their Director listing job-related skills and accomplishments. It should also describe how their current experience with PHCSA and prior work experience and/or education qualify them for the position.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the Director. Other recruiting sources may also be used to fill open positions in the best interest of the organization.

An employee should submit the referral's resume and/or completed application form to their Director for a posted job. If the referral is interviewed, the referring employee will be notified of the initial interview and the final selection decision.

## 111 False Claims Act

The False Claims Act (FCA) is a federal law that prohibits individuals or organizations from knowingly submitting false or fraudulent claims for payment to the U.S. government. PHCSA is committed to complying with this law and expects employees to act with honesty and integrity in all financial and grant-related matters.

### Whistleblower Protection

Under the FCA, individuals who report suspected fraud (“whistleblowers”) are protected from retaliation. If any employee has knowledge or information of any activity that violates the law, internal policy, or code of conduct, the employee should notify his or her supervisor or Human Resources. In addition, federal and state laws prohibit any retaliation or retribution against persons who report suspected violations of these laws to law enforcement officials or who file “whistleblower” lawsuits on behalf of the government. Anyone who believes that he or she has been subject to any such retribution or retaliation should also report this to Human Resources.

## 112 Drug Free Workplace Policy

PHCSA will not tolerate the use of illegal drugs, including any controlled substances. We have a responsibility to our customer and all Team Members to help ensure the safest environment possible.

All Team Members are prohibited from selling, manufacturing, distributing, dispensing, possessing, or using illegal drugs, any controlled substances, alcoholic beverages, or prescribed drugs for which the Team Member has no valid prescription on company property or while engaged in company business.

Team Members who are taking a doctor-prescribed medication should talk to their doctor to make certain that the medication will not interfere with their ability to safely perform their assigned tasks. In those situations where prescribed medication may impair a Team Member’s ability to safely perform their work, the Team Member should contact their Supervisor and/or Human Resources to review. Any Team Member violating this policy is subject to discipline, up to and including immediate termination or employment. See the Drug Free Workplace Policy for more information

### DRUG AND ALCOHOL TESTING

To help maintain a safe workplace for our Team Members and a safe environment for our customers, PHCSA strictly prohibits any Team Member from reporting to work under the influence of illegal or unprescribed drugs or alcohol.

Acts may request that a Team Member undertake drug and alcohol testing when reasonable suspicion of drug and alcohol use during work time exists. Reasonable suspicion includes, but is not limited to, slurred speech, disoriented behavior, odor of alcohol on the breath, unsteady gait or balance, and engaging or exhibiting conduct which jeopardizes the safety of the workplace, Team Members, customers and property.

To ensure compliance with this policy, drug and/or alcohol screening may be conducted in the following situations:

- Preemployment: as required by PHCSA for all prospective Team Members who receive a conditional offer of employment.
- For cause: upon reasonable suspicion that the Team Member is under the influence of alcohol or drugs.
- Random: as authorized or required by federal or state law.

This policy will be enforced at all times in accordance with applicable federal, state and local law. Any Team Member violating this policy and/or refusing to take a drug or alcohol test upon request will result in disciplinary action up to and including termination.

## **EMPLOYMENT STATUS & RECORDS**

### **201 Employment Categories**

It is the intent of PHCSA to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. PHCSA is an at-will employer. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will, with or without cause, at any time, for any reason with or without notice is retained by both the employee and PHCSA.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws.

If an employee is eligible for overtime pay or extra pay, they must maintain a record of the total hours worked each day. These hours must be accurately recorded on the timecard. Each employee must approve his or her timecards to verify that the reported hours worked are complete and accurate (and that there is no unrecorded or "off-the-clock" work). Time records should only be approved AFTER the shift worked. Employees should not pre-approve days that they have not yet worked. Employee timecards must accurately reflect all the regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. When an employee receives each paycheck, please verify immediately that employees were paid correctly for all regular and overtime hours worked each workweek.

EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. Each employee must approve his or her timecards to verify that the reported hours worked are complete and accurate (and that there is no unrecorded or "off-the-clock" work). Time records should only be approved AFTER the shift worked. Employees should not pre-approve days that they have not yet worked. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by Directors.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary or initial status and who are regularly scheduled to work PHCSA's full-time 32-hour schedule. Generally, they are eligible for PHCSA's benefit package, subject to the terms, conditions, and limitations of each benefit program.

ELIGIBLE employees are regular full-time employees that are entitled to all PHCSA benefits.

PART-TIME employees are those who are not assigned to a temporary or initial status and who are regularly scheduled for less than 32 hours per week. While they do receive all legally mandated benefits (such as Social Security workers' compensation insurance and health insurance if eligible), they are eligible for limited benefits (See: 301

Employee Benefits).

Initial employees are those whose performance is being evaluated to determine whether further employment in a specific position or with PHCSA is appropriate. Employees who satisfactorily complete the Initial period will be notified of their new employment classification.

TEMPORARY/CASUAL employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary/casual employees retain that status unless and until notified of a change. While temporary/casual employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of PHCSA's other benefit programs.

## **202 Employment Applications**

PHCSA relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment at the sole discretion of PHCSA.

All applications shall be subject to a criminal background check prior to employment. An applicant may not be hired based on the results of the criminal background information obtained.

Thereafter, these checks shall be conducted randomly throughout the employee's employment with PHCSA by Human Resources.

All offers of employment at Palm Harbor Community Services Agency (PHCSA) are contingent upon clear results of a thorough background check. Background checks will be conducted on all final candidates and on all employees who are promoted, as deemed necessary. Background checks will include Personal and Professional References, Drug Screen Test, Sexual Offenders and Predators Search and Criminal History via Fingerprint Background Check. The following additional background searches will be required if applicable to the position: Educational Verification, Motor Vehicle Records, Credit History

## **203 Employment Reference Checks**

To ensure that individuals who join PHCSA are well qualified and have a strong potential to be productive and successful, it is the policy of PHCSA to check the employment references of all applicants.

The Parks and Recreation Directors, Library Directors or Human Resources will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held.

## **204 Initial Probationary Period**

The initial probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. PHCSA uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or PHCSA may end the employment relationship at will at any time during or after the initial probationary period, with or without cause or advance notice.

All new and rehired employees work on an initial probationary basis for the first 60 calendar days after their date of hire or rehire. Employees who are promoted or transferred within PHCSA must complete an initial period of the same length with each reassignment to a new position. Any significant absence (more than 5 working days) will

automatically extend an initial probationary period by the length of the absence. If PHCSA determines that the designated initial probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the initial probationary period may be extended for a specified period.

In cases of promotions or transfers within PHCSA, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary initial period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and PHCSA's needs.

Employees who successfully complete the probation period will continue as regular employees.

## **205 Accesses to Personnel Files and Medical Files**

PHCSA maintains a personnel file on each employee. The personnel file includes information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Employees who wish to review their own file should contact Human Resources. Employees may review their own personnel files in the Human Resources office during normal business hours.

PHCSA shall maintain a separate medical file on each employee pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Privacy of an employee's protected health information shall be maintained pursuant to the HIPAA requirements.

## **206 Personnel Data Changes**

It is the responsibility of each employee to promptly notify Human Resources of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify Human Resources immediately.

## **207 Performance Evaluations**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance evaluations are conducted to provide both Supervisors and employees with the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance evaluations are scheduled approximately every 12 months and shall occur on October 1 of each year. Changes in employment status (such as promotion, leave of absence, etc.) will not change the evaluation date. All performance evaluations shall be in writing and all employees shall sign said evaluation acknowledging that he/she has received the performance evaluation.

# **EMPLOYEE BENEFIT PROGRAMS**

## **301 Employee Benefits**

Eligible employees at PHCSA are provided with a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. The Supervisor and/or Human Resources can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible Full-Time employees within each calendar year:

- \* Bereavement Leave
- \* Holidays
- \* Jury Duty Leave
- \* Life Insurance
- \* Health Insurance
- \* Dental Insurance
- \* Vision Insurance
- \* Elective Supplemental Insurance
- \* Short- and Long-Term Disability Insurance
- \* Military Leave
- \* Simple IRA, Roth IRA
- \* Personal Leave Benefits, PTO, available after the 60-day initial period, whether new hire or promotion
- \* Business Travel Expenses
- \* Employee Assistance Program
- \* PTO Buy-Back programs

The following benefit programs are available to eligible Part-Time employees within each calendar year:

- \* Personal Leave Benefits, PTO, available after the 60-day initial period, whether new hire or promotion
- \* Simple IRA, Roth IRA
- \* Bereavement Leave
- \* Holidays
- \* Business Travel Expenses
- \* Employee Assistance Program

Some benefit programs require contributions from the employee, but most are fully paid by PHCSA. The Affordable Care Act permits some non-full-time employees who meet specific requirements to become eligible for health insurance coverage. Employees who are not full-time but qualify and become eligible for health insurance will be notified by Human Resources.

Floating Holiday shall be given as an annual incentive for both Full Time and Part Time employees, equaling a minimum of 16 hours, available after the 60-day initial period, whether new hire or promotion

### 302 Paid Time Off

Paid Time Off with pay or PTO is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. This leave shall encompass both sick leave and vacation leave. **\*Temporary/CASUAL employees are not eligible for and do not earn PTO.** Employees in the following employment classification(s) are eligible to earn and use PTO as described in this policy:

- \* Regular full-time employees

PTO is earned from hire date but is not available for use until the end of the 60-day initial period.

Hire date till end of 5<sup>th</sup> year = 6.15 hr./pay period = 160 hours per calendar year

Year 6 till end of 10<sup>th</sup> year = 7.7 hr./pay period = 200 hours per calendar year

After 10 years = 9.23 hr./ pay period = 240 hours per calendar year

A maximum of 80 UNUSED PTO hours may roll into the next calendar year per full-time employee.

The length of eligible service is calculated on the basis of a benefit year. This is the 12-month period that begins when the employee starts to earn PTO. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

**\*Part-Time Employees**

PTO is earned from hire date but is not available for use until the end of the 60-day initial period.

Hire date till termination = .92 HR./pay period = 24 hours per calendar year

A maximum of 24 UNUSED PTO hours may roll into the next calendar year per part time employee.

## **Use of Paid Time Off**

To take PTO, employees should request advance approval from their Supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Employees should use any available Paid Time Off (PTO) before requesting time off without pay. Time off without pay is granted at manager's discretion. Time off without pay must not exceed 10 occurrences in a calendar year. For this policy, an occurrence is defined as any instance of unpaid time off, whether it is a full day or any portion of a day.

Paid Time Off is paid at the employee's base pay rate at the time of the leave. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid PTO for rest, relaxation, medical appointments, sickness and personal pursuits. In the event that available PTO is not used by the end of the calendar year, full-time employees may carry unused time forward to the next benefit year, to a maximum of 80 hours and part-time employees to a maximum of 24 hours.

Upon termination of employment, employees will be paid for unused PTO, with a maximum paid not to exceed the employee's individual "cap" of PTO that has been earned through the last day of work.

Employees who are unable to report to work due to unscheduled illness or injury should notify their direct Supervisor before the scheduled start of their workday if possible. The direct Supervisor must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the disability and its beginning and expected ending dates. Such verification may be requested for other personal leave absences due to illness as well and may be required as a condition to receive unscheduled personal leave benefits.

An employee may be granted up to 3 days of leave if s/he or a member of their household is a victim of domestic or sexual violence, upon presentation of appropriate documentation.

## **Paid Time Off Exchange**

PHCSA has implemented a PTO Exchange program to provide employees with an option to receive compensation for a portion of unused PTO hours. To be eligible for this program, you must be a full-time or part-time employee that has completed at least twelve months of continuous service and in good standing with no active disciplinary actions. Employees must submit a PTO Exchange form between November 1-15<sup>th</sup>. The Entity Director will review all requests after the application period. Approval may depend on that year's budgetary restriction and the number of requests. PHCSA has the right to revise the PTO Exchange policy as needed.

The maximum number of eligible PTO hours is 50% of an employee's individual net accrued PTO on November 1<sup>st</sup>. Pre-approved time off for Nov. 1-Dec 31 must be deducted from the PTO total before determining the net amount. Compensation cannot exceed 40 hours for full-time employees and 20 hours for part-time employees.

## Friend In Need Program

PHCSA has implemented a Friend In Need (AFIN) program that is a fully voluntary program through which an employee may choose to assist fellow employees in times of need by permitting person-to-person PTO donation. An employee who is in need of time off due to illness of self/family member and has worked for PHCSA for one year, must make the request in writing using the AFIN Request form. An employee who voluntarily donates time must keep a balance of 80 PTO hours in their bank and make requests in writing using the AFIN Donation form. The official policy and forms can be requested from Human Resources.

## 303 PHCSA Observed Holidays

PHCSA will grant paid holiday time off to all full-time and part-time employees on the actual holidays posted at the beginning of each calendar year:

- \* New Year's Day (January 1)
- \* Martin Luther King Day
- \* President's Day (third Monday in February)
- \* Memorial Day (last Monday in May)
- \* Independence Day (July 4)
- \* Labor Day (first Monday in September)
- \* Veterans Day (November 11)
- \* Thanksgiving (fourth Thursday in November)
- \* Day after Thanksgiving (fourth Friday in November)
- \* Christmas Eve (December 24)
- \* Christmas (December 25)

Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times 8 hours for full-time and 4 hours for part-time employees.

If a recognized holiday falls during an eligible employee's paid absence (such as personal leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. The last day of employment cannot be a recognized holiday.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday.

In addition to the recognized holidays previously listed, full-time and part-time employees will receive 2 floating holidays, totaling 16 hours, in each calendar year. These holidays must be scheduled with the prior approval of the employee's Supervisor. Floating holidays do not carry over into the next benefit year nor are they paid for upon termination.

Paid time off for holidays will not be counted as hours worked for the purpose of determining overtime.

## 304 Workers' Compensation Insurance

PHCSA provides a comprehensive workers' compensation insurance program at no cost to employees and volunteers. This is provided in accordance with Florida Statute 440. If an employee sustains a job-related injury or illness, no matter how slight, it is important to notify the supervisor and HR immediately. The supervisor will complete an injury report with input from the employee and return the form to HR. HR will file the claim with the insurance company. In cases of true medical emergencies, report to the nearest emergency room.

### 305 Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their Supervisor immediately.

Up to 4 days of paid bereavement leave will be provided to full-time and part-time employees.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their Supervisors' approval, use any available paid leave for additional time off as necessary.

PHCSA defines immediate family as the employee's spouse/domestic partner, parent, child/disabled person, sibling, grandparent, grandchild or parents-in-law. Any other requests are under the sole consideration of the Director and Human Resources Coordinator.

### 306 Jury Duty

PHCSA encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request up to 1 week of paid jury duty leave over any 2-year period.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

- \* Regular full-time employees
- \* Regular part-time employees

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their Supervisor as soon as possible so that the Supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either PHCSA or the employee may request an excuse from jury duty if, in PHCSA's judgment, the employee's absence would create serious operational difficulties.

PHCSA will continue to provide health insurance benefits for the full term of the jury duty absence.

### 307 Health Insurance

PHCSA's health insurance plan provides employees and their spouses/partners and dependents access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- \* Regular full-time employees
- \* Employees that meet the Affordable Care Act requirements

Eligible employees may participate in the health insurance plan after their initial period (60 days) and subject to all



terms and conditions of the agreement between PHCSA and the insurance carrier.

## **Benefits Continuation**

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on the cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Directors or Human Resources, for more information about health insurance benefits.

## **308 Employee Assistance Program (EAP)**

### **Purpose of Guideline**

PHCSA recognizes that a wide range of problems - such as marital or family distress, alcoholism, and drug abuse - not directly associated with an individual's job function can nonetheless be detrimental to an employee's performance on the job. Consequently, PHCSA believes it is in the interest of employees and PHCSA to provide an effective program to assist employees and their families in resolving problems such as these as the need arises. To this end, PHCSA provides an Employee Assistance Program (EAP) for employees and their eligible dependent family members. The EAP is designed to provide voluntary, private confidential, professional counseling outside the workplace for any type of personal problem. The EAP provides consultation services for referrals to local community treatment sources. All employees are free to use this program and are encouraged to do so. Employee visits to the EAP are held in confidence to the maximum possible extent.

Participation in the EAP does not excuse employees from otherwise complying with Company policies or from meeting normal job requirements during or after receiving assistance. Nor will participation in our employee assistance program prevent the Company from taking disciplinary action against any employee for performance problems that occur before or after the employee's seeking assistance through the program.

The Employee Assistance Program (EAP) is designed to support the well-being and productivity of employees and their families by providing confidential, professional assistance for a variety of personal and work-related concerns. EAP is offered to all PHCSA employees free of charge.

The EAP program provides for confidential support and short-term counseling in the following areas: Mental health and emotional well-being, Stress, anxiety, depression, workplace conflicts, family/relationship issues, substance abuse, legal and financial concerns, grief and loss, crisis intervention. EAP counseling is typically a three-stage process that includes (1) clarifying the problem, (2) identifying the possible solutions, and (3) developing an action plan. If the action plan calls for treatment by another resource, you will be responsible for paying those fees if you decide to participate. To determine whether the PHCSA's group health plan may cover some of those costs, you should contact your Director or Human Resources.

Assistance is available seven days a week, 24 hours per day. The EAP will arrange for a counselor to see employees for confidential consultation or will provide limited counseling by telephone. The phone number to call is 1-800-847-7240.

All EAP records and services are treated confidentially. The EAP will not share information concerning employee involvement in the program without written permission unless life, safety, or national security is seriously threatened, or disclosure is otherwise required by law.

If an employee has any questions about EAP services, employees should contact their Director, or Human Resources.

### 309 Life Insurance

Life insurance offers eligible employees and their family important financial protection. PHCSA provides a basic life insurance plan for eligible employees.

Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided as part of the basic life insurance plan. Employees in the following employment classifications are eligible to participate in the life insurance plan:

- \* Regular full-time employees

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between PHCSA and the insurance carrier.

Full-time employees also have the availability to purchase additional life insurance.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Contact Human Resources for more information about life insurance benefits.

### 310 Simple and Roth IRA Plan

PHCSA has established a voluntary retirement savings plan, a Simple and Roth IRA, to provide all employees with the potential for future financial security for retirement.

To be eligible to join the plan, the employee must be 21 years of age or older. Employees may join the plan during open enrollment periods or after they have earned more than \$5,000. Eligible employees may participate in the plan subject to all terms and conditions of the plan.

The plan allows an employee to elect how much salary they want to contribute and direct the investment of their plan account, so they can tailor their own retirement package to meet individual needs. At the discretion of the entity Directors, PHCSA will match a certain amount to a Simple IRA. These matches are determined annually.

Complete details of the Simple and Roth IRA are provided for employees. Contact Human Resources for more information about the plan.

## TIMEKEEPING/PAYROLL

### 401 Timekeeping

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require PHCSA to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin by clocking in and end their work by clocking out, as well as the beginning and ending time of each meal period. They should also record the beginning and end of any split shift or departure from work for personal reasons. Employees must always clock in and clock out from the kiosks at any facility, workstation and/or app.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Nonexempt employees should not report to work prior to their scheduled starting time nor stay after their scheduled stop time without express, prior authorization from their Supervisor.

It is the employees' responsibility to approve their time records to certify the accuracy of all time recorded. Time records should only be approved AFTER the shift worked. Employees should not pre-approve days that they have not yet worked. The Supervisor will review and then approve the time record before payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the Supervisor must verify the accuracy of the changes by approving the time record a second time.

## **402 Paydays**

All employees are paid biweekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

## **403 Overtime**

All nonexempt employees working over 40 hours per week shall be eligible for overtime compensation. PHCSA work week starts on Monday and ends on Sunday. Each hour worked over the 40 hours per week shall be compensated at one- and one-half times the employee's hourly rate. Overtime **must** be approved in advance by the employee's Supervisor

Employees who work overtime without receiving prior authorization from the Supervisor may be subject to disciplinary action, up to and including possible termination of employment.

## **404 SAFE HARBOR POLICY**

It is PHCSA policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that employees are paid properly for all the time worked and that no improper deductions are made, they must record correctly all work time and review paychecks promptly to identify and to report all errors. Employees also must not engage in off-the-clock or unrecorded work.

### **Review Pay Stub**

PHCSA makes every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, PHCSA promptly will make any correction that is necessary. Please review pay stubs when received to make sure they are correct. If an employee believes a mistake has occurred or if there are any questions, please use the reporting procedure outlined below.

### **Exempt Employees**

PHCSA complies with the salary requirements of the Fair Labor Standards Act (FLSA) and does not make improper deductions from the salaries of exempt employees. If you believe an improper deduction has been made from your salary, you should immediately report it to Human Resources or your direct supervisor.

All reports of improper deductions will be promptly investigated. If it is determined that an improper deduction was made, you will be reimbursed promptly for any such deduction.

It is our policy to:

- Clearly communicate this Safe Harbor Policy to all exempt employees.
- Investigate any complaints quickly and fairly.
- Correct any errors, including making full reimbursement.

The Company prohibits retaliation against any employee who reports improper deductions in good faith.

#### **405 Pay Deductions**

The law requires that PHCSA make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. PHCSA also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security wage base. PHCSA matches the amount of Social Security taxes paid by each employee.

PHCSA offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, Human Resources can assist in having your questions answered.

#### **406 Work Schedules**

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. There may be occasions when it is mandatory that all employees work, such as special events.

#### **407 Employment Separations**

Separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for separation are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- \* Resignation - voluntary employment separation initiated by an employee.
- \* Discharge - involuntary employment separation initiated by the organization.
- \* Layoff - involuntary employment separation initiated by the organization for non-disciplinary reasons.
- \* Retirement - voluntary employment separation initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Since employment with PHCSA is based on mutual consent, both the employee and PHCSA have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment separation in the following manner. All accrued, vested benefits that are due and payable at separation will be paid.

#### **408 Training**

PHCSA provides employee training as a means to help employees develop and/or enhance their professional skills and to assist them with their career development goals. As part of our commitment to staff training and development, we provide in person and online courses throughout the year. From time to time a supervisor may recommend specific online courses as a performance improvement activity or as part of an employee's professional development plan. Should the employee request permission to take specific courses unrelated to the scope of his/her position, the supervisor will discuss it with the Director for review and/or approval.

## **WORK CONDITIONS & HOURS**

### **501 Safety**

PHCSA provides information to employees about workplace safety and health issues through regular internal communication channels such as Supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Each employee is expected to obey safety rules and to exercise caution in all work activities.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their immediate Supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures. Accident/Incident forms must be completed as soon as possible, following such occurrences.

### **502 Smoking**

In keeping with PHCSA's intent to provide a safe and healthy work environment, smoking in the workplace is prohibited except in outside locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

This policy applies equally to all employees, participants, and visitors.

### **503 Break and Meal Periods**

Employees scheduled for four or more hours a day will be provided with one 15-minute break period. Employees scheduled for eight or more hours a day will be provided with two 15-minute break periods. Break periods may not be accumulated in order to leave work early. Supervisors will advise employees of the regular break period length and schedule. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted break period time, nor are they to leave the premises during any paid period of time in which they are not working.

Employees scheduled to work six or more hours will be eligible for a meal break of up to 30 minutes. It is the employee's choice whether to take a meal break, unless otherwise directed by their supervisor based on operational needs. Employees are responsible for monitoring their hours and should not work more than 40 hours per week. Supervisors will schedule meal periods as needed to meet operational requirements. During meal periods, employees will be relieved of all duties and responsibilities and will not be compensated for that time.

Be advised that child labor laws prevail for minors in all instances.

### **504 Nursing Mothers Policy**

To ease the transition of mothers returning to work following the birth of a child, lactation accommodation will be provided for nursing mothers.

For up to a year following a child's birth, nursing employees will be provided break time to express breast milk during the workday. The employee will be allowed a reasonable break whenever she has the need to express milk throughout the day.

PHCSA will provide a private area for nursing employees to express breast milk onsite at any of its entity locations. Employees must bring their own cooler or storage container but may store their milk in a Company refrigerator.

Breaks to express milk will not be paid. Employees may use normal break and lunch periods to accommodate their nursing needs. However, if the breaks needed to express milk exceed standard daily break time, then the employee must use personal time (either in the form of an unpaid break or paid time off).

If returning from maternity leave, speak with employee manager or Supervisor regarding nursing needs. Employee Supervisor will work with employees to accommodate break schedules as needed, knowing that employee breaks may differ on a day-to-day basis.

If you have any further questions or concerns regarding this policy, please contact Human Resources.

## **505 Use of PHCSA Phone and Mail Systems**

The use of PHCSA-paid postage for personal correspondence shall not be permitted.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

## **506 Use of Equipment and Vehicles**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using PHCSA property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the Supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

When operating a company vehicle or equipment, there shall be NO use of cell phones, no texting nor smoking while the vehicle or equipment is in operation.

## **507 Emergency Closings**

At times, emergencies such as but not limited to severe weather, fires, power failures, or earthquakes can disrupt company operations. Your Supervisor will notify you of closing. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during nonworking hours, local media will be asked to broadcast notification of the closing.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid. This payment will show up on your paycheck as "Closure Pay" and does not count towards the calculation of overtime.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off. Employees may request available paid leave time such as unused personal leave benefits.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive overtime rates.

## 508 Business Travel Expenses

PHCSA will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by your Director.

Employees whose travel plans have been approved should make all travel arrangements through their respective Director.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by PHCSA. Employees are expected to limit expenses to reasonable amounts. Expenses will be reimbursed as provided under applicable Federal Statutes.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate Supervisor. Vehicles owned, leased, or rented by PHCSA may not be used for personal use without prior approval.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.

When travel is completed, employees should submit completed travel expense reports within 30 days for all expenses.

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

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

## 509 Technologies and Privacy

No employee should have any reasonable expectation of privacy while using PHCSA network, hardware, software, voice mail and whatever else is included within the jurisdiction of these policies.

## 510 Social Media

“Social Media” is defined as any social networking site or other virtual tool by which individuals are able to actively engage in communication with one another that can either automatically, or with discretion, be shared with other known and unknown users. Email is a social networking tool which enables access to and use of social media. Facebook, LinkedIn, Twitter, blogs, chat rooms and web bulletin boards are forms of social media.

The purpose of this policy is to assist employees in making responsible decisions about professional and personal use of social media. It is in no way intended to interfere with, restrain, or prevent employees from engaging in honest communications regarding wages, hours, or other terms and conditions of employment.

Remember, PHCSA provided electronic equipment (which may include desktop computers, laptop computers, tablets and smart phones) remains at all times the property of PHCSA and may without notice be monitored, and employees do not have any privacy right in content transmitted through or stored on the PHCSA systems. Employees must cooperate in such monitoring.

In accordance with this policy, the following would constitute irresponsible use of social media, and may subject employees to disciplinary action:

- Criticism or disparagement of competitors, patrons, or suppliers of PHCSA
- Disclosure of copyrighted materials or other intellectual property of someone other than employee
- Displaying false information about PHCSA, any affiliated business entity, employee, supplier, or customer
- The expression of one's own opinion or viewpoint as that of position, viewpoint, statements, opinions or conclusions of PHCSA or any affiliated business entity, employee, supplier or customer
- Electronic harassment, bullying, discrimination, or retaliation that would not be permissible in the workplace
- The use of a PHCSA email address to register on social networking sites, blogs or other online tools utilized for personal use

Employees may not use PHCSA's name to endorse or promote any product, commercial enterprise, opinion, cause or political candidate. If employee posts or entry identifies or mentions PHCSA, employee must also identify their real name. Links to other websites or locations are also subject to this policy.

This policy applies to all blogs and networking sites, without regard to whether they are accessible by the public or require a password.

Remember, employees are personally responsible for any posting that they make. PHCSA is not responsible for protecting employees from the consequences of any information that they post.

Please consider messages carefully prior to publishing them on both external and internal networking sites.

## **511 Computers and E-mail Usage**

Computers, computer files, e-mail systems, and software furnished to employees are PHCSA property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored. Again, understand that no employee should have any reasonable expectation of privacy while using PHCSA network, hardware, software, voice mail and whatever else is included within the jurisdiction of these policies.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

All e-mail should include the following statement as part of the signature-

Public Records Notice: Under Florida law, email addresses and email content are public records.

PHCSA purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, PHCSA does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. PHCSA prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate Supervisor, their Director and Human Resources upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

## **512 Internet Usage**

Internet access to global electronic information resources on the World Wide Web is provided by PHCSA to assist employees in obtaining work-related data and technology. The following guidelines have been established to help



ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of PHCSA and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by PHCSA in violation of law or PHCSA policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy.

### **513 Workplace Monitoring**

Workplace monitoring may be conducted by PHCSA to ensure quality control, employee safety, security, and customer satisfaction.

Computers furnished to employees are the property of PHCSA. As such, computer usage and files may be monitored or accessed.

To ensure the safety of employees and visitors, PHCSA maintains 24-hour security at most of our facilities. Employees should be aware that our facilities will be monitored by video, audio or other surveillance, both visible and more discreet. The purpose of this surveillance is to help deter the possibility of theft and other inappropriate behavior.

Because PHCSA is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

### **514 Artificial Intelligence (AI)**

PHCSA may use artificial intelligence (AI) tools to improve services, streamline operations, and support business operations. This may include automation, data analysis, content generation, or customer service support.

Employees may encounter or use AI tools as part of their duties. When doing so, the following rules apply:

- Only use AI tools that have been reviewed and approved by supervisor or IT.
- Do not input sensitive, private, or proprietary information into external AI systems.
- Use AI to support your role—not to replace professional judgment or patron interaction.

AI tools must be used in a way that respects PHCSA ethics, including privacy, access, and intellectual freedom. Staff should be aware of the bias in AI systems and report concerns about whether tools seem to produce unfair or inaccurate results.

## **515 Workplace Violence Prevention**

PHCSA is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, PHCSA has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including Supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, horseplay, or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited inside the buildings of PHCSA without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate Supervisor or any other member of management. This includes threats by employees, as well as threats by patrons, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a Supervisor. Do not place yourself in peril.

PHCSA will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, PHCSA may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

PHCSA encourages employees to bring their disputes or differences with other employees to the attention of their Supervisors or the Director and Human Resources, before the situation escalates into potential violence. PHCSA is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

## **516 Media Relations**

PHCSA is committed to providing the media with accurate information. To avoid discrepancies, specific guidelines should be followed when a media inquiry is received.

All media inquiries regarding PHCSA and its operation must be immediately referred to that entity Director, who is authorized to make or approve public statements regarding their business. Unless specifically designated by this person, you are not authorized to make those statements. If you wish to write or publish an article, paper or other publication on behalf of PHCSA, you must first obtain approval.

Media inquiries include, but are not limited to, official statements, press releases and advertisements.

Please contact your Director or Human Resources with any questions or concerns you have regarding the Media Relations Policy.

## LEAVES OF ABSENCES

### 601 Family Medical Leave

PHCSA provides family leaves of absence without pay to eligible employees. PHCSA abides by all applicable Federal Statutes.

Employees in the following employment classifications are eligible to request family leave as described in this policy:

- \* Regular full-time employees

To be an “eligible employee,” an employee must: (1) have been employed by the PHCSA for at least 12 months (which need not be consecutive); (2) have been employed by the PHCSA for at least 1250 hours of service or 53 days during the 12-month period immediately preceding the commencement of the leave.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by PHCSA until the end of the month in which the approved family leave begins. At that time, employees will become responsible for their portion of these benefits if they wish coverage to continue. When the employee returns from family medical leave, benefits will again be provided by PHCSA according to the applicable plans.

Benefit accruals, such as personal leave or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide PHCSA with at least two weeks' advance notice of the date the employee intends to return to work. When a family leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

An employee requesting family medical leave must complete the “Application for Family or Medical Leave” (see Human Resources for form) and return it to the employee's director five (5) business days prior to any accrued paid time being exhausted. The completed application must state the reason for the leave, the duration for the leave, and the starting and ending dates of the leave.

If an employee fails to return to work on the agreed return date, PHCSA will assume that the employee has resigned.

### 602 Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). PHCSA will follow USERRA and applicable Florida Statutes (115).

### 603 Leave of Absence

PHCSA recognizes that not all employees are eligible for FMLA. If an employee is not eligible for FMLA, a non-probationary full-time or part-time employee may request unpaid personal leave at the discretion of their Supervisor. Employees must have maintained a satisfactory record of employment with PHCSA for a minimum of one year to be eligible. Requests for Leave of Absence (LOA) must be submitted in writing to the Supervisor at least forty-five (45) days prior to the intended commencement date. Exceptions may be made for medical or personal emergencies. A LOA should be requested if the employee will be out longer than 7 calendar days. The request should include Reason(s) for the proposed leave. Departure date from employment. Estimated return date to employment. All

accrued PTO and Floating Holidays leave must be used before LOA begins. The maximum number of LOA days allowed within any one calendar year is fourteen (14). Requests for LOA beyond this limit require approval from the Entity Director. PTO will not accrue during periods of unpaid leave. Holidays falling on LOA days are not paid. In the case of medical leave, the Supervisor reserves the right to request a doctor's note confirming the employee's fitness to return to work.

If an employee fails to return from LOA as agreed upon, it will be considered voluntary termination of employment unless extenuating circumstances are communicated to the Supervisor prior to the return date. The use of LOA should be exercised with discretion, considering its impact on the efficient operation of the organization and the cohesion of the team.

## **EMPLOYEE CONDUCT & DISCIPLINARY ACTION**

### **701 Sexual and Other Unlawful Harassment**

PHCSA is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- \* Unwanted sexual advances.
- \* Offering employment benefits in exchange for sexual favors.
- \* Making or threatening reprisals after a negative response to sexual advances.
- \* Visual conduct that includes leering, making sexual gestures, or displaying sexually suggestive objects or pictures, cartoons or posters.
- \* Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- \* Verbal sexual advances or propositions.
- \* Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- \* Physical conduct that includes touching, assaulting, or impeding or blocking movements. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Any employee who experiences or witnesses sexual or other unlawful harassment in the workplace must report it immediately to the Supervisor. If the Supervisor is unavailable or employee believes it would be inappropriate to contact that person, that employee should immediately contact the Director, Human Resources or any other member of management. Any employee can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, said employee will be informed of the outcome of the investigation.

Any Supervisor or Manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Director and Human Resources so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

## **702 Reporting Child/Disabled Person Abuse**

All employees must report any actual or suspected child/disabled person abuse, abandonment or neglect to their immediate Supervisor, Director or Human Resources. This contact person will discuss the situation to ensure that the appropriate reports, if any are needed, are completed. Employees will comply with child/disabled person protective investigations.

## **703 Personal Appearances**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image PHCSA presents to patrons and visitors.

During business hours or when representing PHCSA, employees are expected to present a clean, neat, and tasteful appearance. Employees should dress and groom themselves according to the requirements of their position and accepted social standards. This is particularly true if the job involves dealing with patrons or visitors in person. Employees should wear name badges at all times while working.

Supervisors or department heads are responsible for establishing a reasonable dress code appropriate to the job employees perform. If the Supervisor feels employee personal appearance is inappropriate, they may be asked to leave the workplace until properly dressed or groomed. Under such circumstances, the employee will not be compensated for the time away from work. Consult the Supervisor if there are any questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be provided for a person with a disability.

## **704 Return of Property**

Employees are responsible for all PHCSA property, materials, or written information issued to them or in their possession or control. Employees must return all PHCSA property immediately upon request or upon termination of employment. PHCSA may also take all action deemed appropriate to recover or protect its property.

## **705 Resignations**

Resignation is a voluntary act initiated by the employee to terminate employment with PHCSA. Although advance notice is not required, PHCSA requests at least 2 weeks' written resignation notice from regular employees and 4 weeks' notice from exempt employees.

## **706 Security Inspections**

PHCSA wishes to maintain a work environment that is free of illegal drugs, alcohol, and firearms without concealed weapon permit, explosives, or other improper materials. To this end, PHCSA prohibits the possession, transfer, sale, or use of such materials on its premises. PHCSA requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of PHCSA. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of PHCSA at any time, either with or without prior notice.

PHCSA likewise wishes to discourage theft or unauthorized possession of the property of employees, PHCSA, visitors, and patrons. To facilitate enforcement of this policy, PHCSA or its representative may inspect not only desks

and lockers but also people entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto PHCSA's premises.

## 707 Solicitations

In an effort to ensure a productive and harmonious work environment, employees may not solicit or distribute literature in the workplace at any time for any purpose during working hours.

PHCSA recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time.

Examples of impermissible forms of solicitation include:

- \* The collection of money, goods, or gifts for political groups
- \* The sale of goods, services, or subscriptions outside the scope of official organization business
- \* The distribution of literature not approved by the employer
- \* The solicitation of memberships, fees, or dues

In addition, the posting of written solicitations on company bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- \* Affirmative Action statement
- \* Employee announcements
- \* Job openings
- \* Organization announcements
- \* Workers' compensation insurance information
- \* State disability insurance/unemployment insurance information

If employees have a message of interest to the workplace, they may submit it to the Directors for approval. All approved messages will be posted by the Directors

## 708 Progressive Discipline

The purpose of this policy is to state PHCSA's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

PHCSA's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with PHCSA is based on mutual consent and both the employee and PHCSA have the right to terminate employment at will, with or without cause or advance notice, PHCSA may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and still another offense may then lead to termination of employment.

PHCSA recognizes that there are certain types of employee problems that are serious enough to justify either a

suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and PHCSA.

## **709 Employee Conduct and Work Rules**

PHCSA has an outstanding reputation for ethical behavior and fair dealing.

In terms of the performance of job duties employees may deal with a variety of people and organizations. Failure to interact courteously and tactfully with co-workers, customers, vendors, or fellow employees to the point that productivity or morale suffers may subject an employee to immediate disciplinary action, up to and including termination.

All employees are prohibited from engaging in any conduct that reflects adversely on the reputation and business of PHCSA. All employees benefit from an atmosphere of good ethical conduct. Employees who are aware of suspected misconduct, abuse of PHCSA assets, or other violations of this policy are responsible for reporting such matters to their Supervisor, Director or Human Resources.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- \* Theft or inappropriate removal or possession of property and/or money
- \* Falsification of timekeeping records
- \* Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- \* Fighting or threatening violence in the workplace
- \* Boisterous or disruptive activity in the workplace
- \* Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- \* Insubordination or other disrespectful conduct
- \* Violation of safety or health rules
- \* Smoking in prohibited areas
- \* Racial, sexual or other types of harassment or discrimination
- \* Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- \* Excessive absenteeism or any absence without notice. Excessive absenteeism is defined as three occurrences of absence/tardiness in a three (3) month period.
- \* Unauthorized absence from workstation during the workday
- \* Unauthorized use of telephones, mail system, or other employer-owned equipment
- \* Unauthorized disclosure of confidential information
- \* Violation of personnel policies
- \* Inappropriate and/or unprofessional behavior
- \* Gambling or conducting unlawful games of chance on premises
- \* Surveillance, audio recording and/or pictures taken of customers and/or team members without prior authorization
- \* Sleeping while on duty
- \* Failure to notify management of an arrest, guilty plea or conviction for violating a criminal statute

Employment with PHCSA is at the mutual consent of PHCSA and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

## 710 Problem Resolution

PHCSA is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Supervisors and/or Directors.

PHCSA strives to ensure fair and honest treatment of all employees. Directors, Supervisors, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with PHCSA in a reasonable, business-like manner, or for using the problem resolution procedure, shown below.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents problem to immediate Supervisor within 30 calendar days, after incident occurs. If Supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to their Director and Human Resources or any other member of management.
2. Supervisor responds to problem during discussion or within 30 calendar days, after consulting with appropriate management, when necessary. Supervisor documents discussion.
3. Employee presents problem to their Director or, if the issue involves their Director, to Human Resources within 30 calendar days, if problem is unresolved.
4. Director or Human Resources counsels and advises employees, assists in putting problems into writing, visits the employees' manager(s), if necessary, and directs employees to Director or Human Resources for a review of the problem.
5. Employee presents a problem to their Director or, if the issue involves the Director, to Human Resources in writing.
6. Director or Human Resources reviews and considers the problem. Director or Human Resources informs employees of decision within 30 calendar days, and forwards copy of written response to Director or Human Resources for employee's file. The Director or Human Resources has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment and helps to ensure everyone's job security.

## EMPLOYEE SAFETY RESPONSIBILITIES

The primary responsibility of the employees of PHCSA is to perform his or her duties in a safe manner in order to prevent injury to themselves and others.

As a condition of employment, employees **MUST** become familiar with, observe, and obey PHCSA's rules and established policies for health, safety, and preventing injuries while at work. Additionally, employees **MUST** learn the approved safe practices and procedures that apply to their work.

Before beginning special work or new assignments, an employee should review applicable and appropriate safety rules.



If an employee has any questions about how a task should be done safely, he or she is **NOT** to begin the task until he or she discusses the situation with his or her Supervisor. Together, they will determine the safe way to do the job.

If, after discussing a safety situation with his or her Supervisor, an employee still has questions or concerns, he or she is required to contact their Director or Human Resources.

**NO EMPLOYEE IS EVER REQUIRED** to perform work that he or she believes is unsafe, or that he or she thinks is likely to cause injury or a health risk to themselves or others.

**Housekeeping:** The following areas must remain clear of obstructions;

- a) Aisles/exits
- b) Fire extinguishers and emergency equipment
- c) All electrical breakers, controls, and switches

You are responsible for keeping your work area clean and safe. Clean-up several times throughout the day, disposing of trash and waste in approved containers, wiping up any drips, spills immediately, and putting equipment and tools away as you are finished with them

**Personal Protective Equipment (PPE):** Inspect PPE prior to each use. Do not use damaged PPE. You are required to maintain and keep PPE clean:

Safety Glasses - must be worn at all times in designated areas in the facility

- Hard Hats - must be worn at all times in designated areas
- Gloves - work gloves must be worn at all times when handling sharp or rough stock, welding, or performing other jobs, which could cause hand injuries. Synthetic gloves must be worn when handling chemicals.
- Welding - appropriate filter lens, welding helmet, gloves, and sleeves are required for welders at all times.
- Hats/neckwear/sunscreen – must be worn while working outdoors or supervising employees and campers outdoors
- Hearing Protection - is required in areas where noise exposure is more than 90dBA (85dBA if you already have experienced a hearing loss).

**Equipment Operation:** You must specifically be trained and authorized by your Supervisor to operate the following:

- a) Company vehicles
- b) Machinery and power tools
- c) Paint sprayers
- d) Welders, and
- e) Cranes/hoists

Never operate damaged or defective equipment. Turn the machine off and report it to your Supervisor immediately

When operating machines:

- Do not wear loose clothing,
- Long hair should be tied up and back,
- Remove jewelry, and sleeves should either be rolled all the way up, or all the way down.

**Ladders:**

- Inspect all ladders prior to each use;
- Ladders must be placed on secure footing;
- Only one person is allowed on a ladder at a time;
- Never stand on the top two steps of a stepladder;
- Always maintain 3-point contact when working on ladders;
- Never reach beyond arm length when working on a ladder; and
- Never use metal ladders when working on or around electrical equipment.

**Lockout/Tag Out-** is a safety procedure which is used to ensure that dangerous machines are properly shut off and not started up again prior to the completion of maintenance or servicing work. It requires that hazardous power sources be “isolated and rendered inoperative” before any repair procedure is started. Prior to working on any machinery when guards are removed, every energy source (electrical, hydraulic, chemical, mechanical, etc.) must be deactivated, stored energy dissipated, and the control locked in the off (safe) position.

Never remove or tamper with a lockout performed by another employee or contract. A lockout could consist of a lock applied to a control such as a switch, breaker, or valve. A tag containing words such as "DANGER – DO NOT OPERATE" may also be used for lockout. If you see the lock, the tag, or both applied to an energy control device it means, “Keep your hands off.”

**Hazard Communication:**

- All chemical containers must be labeled to identify contents and hazards.
- A Material Safety Data Sheet (MSDS)/Safety Data Sheet (SDS) must be secured for all chemicals purchased or brought on site.
- Follow all label and MSDS/SDS instructions - including amount instructions.
- Do not mix chemicals unless authorized to do so.
- Keep all chemicals in closed containers.
- Store all flammable liquids in safety cabinets or safety cans. Never use flammable chemicals around ignition sources such as smokers, pilot lights, or arcing/sparking electrical equipment.
- Wear the required Personal Protective Equipment and minimize contact with the chemical.
- Do not eat, drink, or smoke while using chemicals. And always wash your hands after handling chemicals.

**Emergencies:**

- In the event of any serious injury or fire, call 911. Send someone to the facility entrance to meet the Fire Department.
- Do not touch blood or any other bodily fluid during or following an incident. If you are trained to administer first aid, gloves and other barriers are located with the first aid equipment. If you think that you have been exposed to bodily fluid, notify your Supervisor immediately.

**Company Vehicles and Driver Safety:**

- Only employees authorized by PHCSA are permitted to operate PHCSA vehicles.
- No 'side trips' or personal use of company vehicles are permitted.
- Seat belts/shoulder harnesses must be worn whenever the vehicle is in motion.
- All local and state traffic regulations and signs must be followed.
- No unauthorized riders, hitchhikers, etc., are allowed in PHCSA vehicles.
- All moving violations resulting in points being assigned to your license must be reported to your Supervisor.
- No using cell phones, nor texting, while driving/operating vehicles on company time.

- Driving while under the influence of alcohol or other drugs is forbidden.

### **Electrical Safety:**

- Never operate or tamper with the electrical main switch or breakers. You are authorized only to operate switches/disconnects on/for individual machines.
- Report all electrical problems and suspected problems to your Supervisor.
- All junction boxes, control boxes, connections, and other wiring must have covers securely installed to prevent accidental contact.
- Inspect all plugs, cords, and portable equipment prior to use.
- Report any damaged electrical equipment to your Supervisor. Only authorized personnel are permitted to make repairs.
- Extension cords are to be used only for temporary applications. Never stretch cords across aisles or areas where others may trip over them. Do not attached extension cords to the building or run them under rugs/mats or through walls.
- Any personal electrical devices must be approved by PHCSA prior to use.

### **Lifting:**

- If you need help moving material, request assistance.
- When you lift, use your leg muscles by squatting close to the load, preserving the curve in your back, spreading your feet, and lifting with your legs, keeping the load close to your body.
- When you turn holding an object, move your feet and do not twist.

**Staying Safe** - Report on any unsafe conditions or situations to your Supervisor. If you have suggestions on improving any aspect of safety in the facility, discuss it. If you are unsure of how to operate a piece of equipment or complete an assignment, **ask for help**. Asking for help when you are unsure reduces the chance of injury.

These rules are established to help you stay safe and injury free. Violation of the above rules or conduct that does not meet minimum accepted work standards will result in discipline, up to and including discharge.

### **General Emergency Guidelines:**

- Stay calm and think through your actions.
- Know the emergency numbers:
  - Fire/Police/Ambulance 911
  - Human Resources 727 373-7020
- Do not hesitate to call/alert others if you believe that an emergency is occurring - you will not "get in trouble,"
- Know where emergency equipment is located in your workplace.

#### **1) Fire:**

##### **Evacuation:**

- Employees will be notified of a fire either by the fire alarm system or by a paged announcement.
- Upon becoming aware of a fire alarm, employees should immediately evacuate the building using the closest exit door. Do not delay evacuation to get personal belongings or to wait for co-workers.  
Also, all doors should be closed as the last person passes through.

- Supervisors should be the last people to leave the area. Check the conference rooms, lavatories, shops and outbuildings and offices to be sure that all personnel have evacuated.
- Any employee having mobility, visual, hearing, or other conditions, which may hinder them from becoming aware of an emergency or evacuating, should request special assistance through Human Resources.
- Upon exiting the building, personnel should report to a Supervisor for a headcount.
- If any employee is missing, an immediate report should be made to the Supervisor who will in turn report to the first available fire department officer.
- Employees should stay together in a group so that periodic updates on the situation can be issued.
- The order to re-occupy the building will be issued by the Fire Department/Supervisor/Human Resources.
- In the event of inclement weather, the Supervisor will make arrangements for all personnel to move to shelter.

### **Employee Discovering a Fire:**

- Upon discovering a fire, alert others in immediate danger and initiate facility wide fire alarm.
- Activate a fire alarm or call a Supervisor to page an emergency announcement,
- When the evacuation signal is given, all employees should immediately turn off equipment, close doors, and evacuate to their designated evacuation areas.
- Attendance will be taken into account for all personnel.
- Stay together in the group until further instructions are received.
- Staff will assist in the evacuation of the building to be sure that all volunteers and the public have exited.
- Do not attempt to fight any fire which is uncontained, too hot, too smoky, or if you are too frightened.
- If you have been trained, you *can* decide to use a fire extinguisher, following these instructions, remember **PASS:**
  - **P= Pull** (the safety pin)
  - **A= Aim** (at the base of the fire)
  - **S= Squeeze** (the lever)
  - **S= Sweep** (side to side)

If you use a fire extinguisher, remember:

- Stay low.
- Keep yourself between the fire and an exit.
- Do not turn your back on the fire.
- Immediately report the use of the extinguisher to your Supervisor.
- Never feel that using a fire extinguisher is required. If in doubt, evacuate.
- Have someone notify a Supervisor where the emergency is located. He/she will relay this information to the Fire Department.

## **2. Medical Emergency: (chest pains, loss of consciousness, fall from a height, etc.)**

- Upon discovering a medical emergency, call 911.
- Call your Supervisor and report the nature of the medical emergency and location.
- Stay with the person involved, being careful not to come into contact with any bodily fluids, unless properly trained and equipped.
- Send one person (greeter) to the building entrance/road to await the fire department. (Often two fire department units will arrive, so the greeter should wait at the entrance to receive the second unit.).

- Employees in the immediate vicinity of the emergency, but not directly involved, should leave the area.
- Supervisor/Human Resources will make any necessary notification to family members of the person suffering the medical emergency.

### 3. Severe Weather:

- The Director/Supervisor will monitor the weather alert radio. If a severe weather report is issued, she/he will immediately page an announcement. (This announcement will be repeated three times).
- Employees will shut down office equipment and will be instructed where to go for safety.
- The Director/Supervisor will take the weather radio with her/him. When the severe weather warning is cancelled, she/he will send runners to advise that it is safe to return to office areas. A general announcement will also be made.

Having the correct fire and safety equipment is an integral part of the prevention of accidents and deaths. The following rules must be followed to help with this prevention.

- 1) **No** candles or open flames are allowed within the facility.
- 2) No flammable chemicals are allowed inside the building at any time. If you feel that there is a work-related need to use a flammable chemical, contact your Supervisor or Human Resources for guidance.
- 3) Electrical Safety:
  - a) With the exception of independently fused multi-tap cords for computers, extension cords are not allowed.
  - b) Keep electric cords out of area where they will be damaged by stepping on/kicking them.
  - c) Turn electrical appliances off with the switch, not by pulling out the plug.
  - d) Radios/tape/CD players and PDAs are the only personal electrical devices allowed to be used in offices/cubes. These devices must be in good repair. PHCSA reserves the right to instruct you to remove personal electrical devices at any time.
  - e) Never run cords under rugs or other floor coverings.
  - f) Any electrical problems should be reported immediately to a manager.
- 4) The following areas must remain clear and unobstructed at all times:
  - Exit doors
  - Aisles
  - Electrical Panels
  - Fire Extinguishers

All PHCSA employees have a right to know what chemicals they work with, what the hazards are, and how to handle them safely.

Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS) are documents provided by the supplier of a chemical. MSDS/SDS detail the chemical contents, associated hazards, and general safe handling guidelines. At PHCSA, the MSDS /SDS collection is on file with your Supervisor. Employees are free to utilize the MSDS/SDS as needed.

- 1) General rules for handling chemicals in an office environment are:
  - a) Read all label warnings and instructions.
  - b) When changing toner cartridges, consult with an experienced employee, if you are unsure how to proceed, ask for help.
  - c) Follow instructions for quantity. More is not better.

- d) Minimize contact with chemicals. Use double layer clothes or gloves to protect your skin and keep your face clear of the area to reduce inhalation.
- e) Always wash your hands after handling chemicals.
- f) If a chemical enters your eye(s) immediately hold open the injured eye(s) and rinse it with clean, cool water for 15 minutes. Then be sure to report the injury immediately to your Supervisor.

Any questions or concerns regarding chemicals should be discussed with your Supervisor.

### Office Safety:

- 1) Never leave file drawers open, or open multiple file drawers in the same cabinet at once.
- 2) **Do Not** stack heavy or bulky objects on top of cabinets
- 3) Do not store frequently used objects above shoulder height or below knee height.
- 4) Never reach into office machines without turning them off and unplugging them if possible.
- 5) Keep your work area free of trip hazards such as storage units in walkways, cords across aisles, and damaged floor coverings.
- 6) Inspect step stools/ladders before use. Be sure to keep a stationary object in front of you when using a step stool to provide stability.
- 7) Never use defective or broken equipment. Report these problems to your supervisor.
- 8) Always wear closed toe shoes when moving office equipment or heavy machinery.

### Security:

- 1) Always be aware of your surroundings. Keep your head up and hands out of your pockets while walking to and from your car.
- 2) Immediately report any suspicious activity or persons to your Supervisor or Human Resources and immediately report any theft to your Supervisor or Human Resources.
- 3) When parking, remove all valuables from sight and lock car doors.
- 4) Keep all valuables (money, purse, jewelry, etc.) out of sight when at your desk. Do not bring large sums of money or other valuables into the building.
- 5) Secure laptop computers, PDAs, and other small electronic devices before leaving your workspace for extended periods of time (lunch, meetings, etc.).
- 6) If you are working alone and are in the office before or after regular business hours, on weekends, or holidays, observe these additional guidelines:
  - a) Be sure doors close and lock after you
  - b) Turn on lights as you move throughout the building
  - c) Always be aware of the closest telephone (do not hesitate to call 911 if you feel threatened)
  - d) Be sure that someone at home knows that you are at work and is expecting you to check in by a specified time.
  - e) As you leave the office, be sure to turn off all equipment, lights, etc., after use.
- 7) Weapons, including firearms, knives with blades longer than two inches, bow/arrow, pepper spray (mace, tear gas), and clubs, are not allowed within PHCSA buildings.

**Bloodborne Pathogens**

Blood and other bodily fluids can carry pathogens, which are capable of causing diseases in others. This includes HIV, which leads to AIDS and hepatitis.

Because we cannot tell by looking at a person if they are infected with a pathogenic disease, we must take precautions following an illness or injury when body fluids are released.

- 1) In the event of a person losing bodily fluids, stay away from the area and warn others to also do so. You can still stay close to the ill/injured person to support him/her, just be sure to stay out of contact with bodily fluids.
- 2) In the event you find spilled bodily fluids, a syringe, or other medically contaminated materials, do not attempt to clean up by yourself. Call Human Resources immediately for instructions.

## EMPLOYEE ACKNOWLEDGMENT FORM

The employee handbook describes important information about PHCSA, and I understand that I should consult the Parks and Recreation, Library Director or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with PHCSA voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or PHCSA can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to PHCSA's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I further recognize there are no property rights associated with my employment at PHCSA. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it

EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



PHCSA

[illegible]

