

**METROPOLITAN PLANNING ORGANIZATION BOARD
EXECUTIVE COMMITTEE**

10 a.m., Tuesday, November 15, 2011
Southwest Florida Regional Planning Council
1926 Victoria Avenue
Fort Myers, Florida 33901



AGENDA

Call to Order

Roll Call

Approval of Minutes

1. [Approval of Minutes from the October 18th Executive Committee Meeting](#)

New Business

2. Public Comments on New Business Items
3. +[Review and Comment on the Draft Lease between the MPO and the City of Cape Coral](#) (Don Scott)
4. +[MPO Staff Update on Administrative Issues](#) (Don Scott)

Other Business

5. Public Comments on Items Not on the Agenda
6. Announcements
7. Topics for next meeting
8. Information and Distribution Items

Adjournment

* Action Items + May Require Action ^Requires a Public Hearing and a Roll Call Vote

All meetings of the Lee County Metropolitan Planning Organization (MPO) are open to the public. In accordance with the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting should contact Ms. Meghan Marion at the Lee MPO 48 hours prior to the meeting by calling (239) 338-2550 x 219; if you are hearing or speech impaired call (800) 955-8770 Voice / (800) 955-8771 TDD. Or, e-mail mmarion@swfrpc.org.

The MPO's planning process is conducted in accordance with Title VI of the Civil Rights Act of 1964 and related statutes. Any person or beneficiary who believes he has been discriminated against because of race, color, religion, sex, age, national origin, disability, or familial status may file a complaint with the Florida Department of Transportation District One Title VI Coordinator Robin Parrish at (863) 519-2675 or by writing her at P.O. Box 1249, Bartow, Florida 33831.

**MINUTES OF THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION
BOARD'S EXECUTIVE COMMITTEE**

Held on October 18, 2011

The following members were present for the meeting of the Lee County Metropolitan Planning Organization Board's Executive Committee on October 18, 2011 at the offices of the Lee County Public Works Building, Conference Room 1B, 1500 Monroe Street, Fort Myers, Florida.

Commissioner Tammy Hall
Councilman Tom Leonardo
Councilman Kevin McGrail
Vice-Mayor Bob Raymond
Councilman John Spear

Lee County Commission
City of Fort Myers
City of Cape Coral
Town of Fort Myers Beach
City of Bonita Springs

Those also in attendance included: Trinity Scott and Johnny Limbaugh with FDOT; Liz Donley with the SWFRPC; Rick Williams, Amy Davies and Heather Mazurkiewicz with the CAC; Gary King and Victoria Bateman with the City of Cape Coral; Scott Covert with the Lee County Attorney's Office; and Don Scott and Meghan Marion of Lee County MPO.

CALL TO ORDER

The meeting was called to order at 1:00 p.m. by Mr. Scott.

Ms. Marion called the roll and announced that a quorum was present.

Mr. Scott stated that they needed to elect a Chairman.

**MOTION BY VICE-MAYOR RAYMOND TO ELECT MR. SCOTT TO
CHAIR THE MEETING. SECONDED BY COUNCILMAN LEONARDO.
MOTION CARRIED UNANIMOUSLY.**

NEW BUSINESS

Agenda Item #1 – Public Comments on New Business Items

Ms. Mazurkiewicz stated that at their Joint TAC/CAC meeting the Committee unanimously agreed to recommend that the MPO move to the City of Cape Coral.

Agenda Item #2 – Review of the Responses Submitted for Interest in Relocation of the MPO from Local Jurisdictions and Private Agencies

Mr. Scott gave a PowerPoint Presentation regarding the responses submitted for interest in relocation of the MPO.

Councilman Leonardo asked if the 900 sq. foot of space is accurate for MPO Staff.

Mr. Scott replied yes. He stated that we requested 900 sq. foot of space because the space we are currently in could be compressed because there is a lot of wasted space.

Councilman Leonardo asked if it was configured appropriately.

Mr. Scott replied yes. There are three offices and the third office is big enough to install a divider and have two staff share that office. He stated that there is also an open reception area in the front.

Vice-Mayor Raymond stated that the 900 sq. foot doesn't seem to be huge and asked if they have room to grow.

Mr. Scott stated that he is unsure.

Councilman McGrail stated that they are in the process of refurbishing the building with a new roof and A/C units. He stated that based on the information we have heard is that 900 sq. foot is sufficient for the next year or two. He stated that the biggest advantage to moving to the Cape is the ability to televise the meetings and the citizen's have been requesting it.

Mr. King spoke in regards to expansion of the MPO in the next 3-5 years. He stated that they are very interested in accommodating the MPO.

Ms. Donley stated that you are familiar with the space at the RPC and that some of the terms are negotiable. She stated that they don't currently have the ability to televise the meetings. She stated that the entire infrastructure is already in place and that she has been talking with her IT person regarding setting up a separate server for just the MPO. She stated that she talked to the phone service about getting the MPO their own dedicated line with two phone lines coming in so that they wouldn't come through the RPC switchboard. She stated that the stand alone and independence that the MPO is seeking they could accommodate that very quickly right now, you wouldn't have to worry about a 30 or 60 build out. She stated that there is no disruption in work or moving expenses. She stated if you need a more negotiable lease she has been directed to work with the MPO.

Councilman Spear stated that the first thing that needs to be decided is if any of these other prospects need to be discussed other than the two we are talking about which is the City of Cape Coral and the RPC. He stated that he doesn't believe that they need to be discussed. He stated that secondly his thought is that we don't worry about anything past the next two or three years because who knows what is going to happen or when it is going to happen.

MOTION BY COUNCILMAN SPEAR TO APPROVE LOOKING AT RELOCATION WITH EITHER THE CITY OF CAPE CORAL OR THE SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL. SECONDED BY COMMISSIONER HALL. MOTION CARRIED UNANIMOUSLY.

Agenda Item #4 – Recommendation on Negotiating a Lease Agreement

MOTION BY COUNCILMAN LEONARDO TO RECOMMEND THE MPO BOARD APPROVE MOVING FORWARD WITH NEGOTIATIONS FOR A LEASE AGREEMENT WITH THE CITY OF CAPE CORAL. SECONDED BY COUNCILMAN MCGRAIL. MOTION CARRIED UNANIMOUSLY.

Commissioner Hall stated that by being in the City of Cape Coral you are a little more central for the members that are down south.

Councilman Leonardo stated that he doesn't feel that there is any comparison with the space being offered by the City of Cape Coral and the current space we are in with the RPC as far as conference capabilities, televising, and all that. He stated that he is all for moving to the City of Cape Coral.

Commissioner Hall stated that the County Commissioners have massive office space across the street if you ever need to hold something. She stated that the MPO is always welcome to her district 4 office and it is huge if the MPO needs additional space.

Mr. Scott stated that while going through the process of looking for new location to hold the MPO Staff, Staff has had discussions about moving around the MPO Board meetings to different locations. He stated meeting at the Admin East Building for Fort Myers, the City of Bonita Springs City Hall for Bonita, and the Cape Coral Chambers for the Cape.

Mr. King stated that they didn't do this as a revenue opportunity and stated that they can be very flexible on the lease terms. They are doing this to accommodate the MPO.

Mr. Scott stated that two years will be good.

Councilman McGrail stated that if the MPO needs to expand there is the capability of expanding the MPO into the Pension Space that is located next door.

Mr. Scott stated that Friday at the Board meeting we will be asking the Board for concurrence on what was voted on here today.

Agenda Item #5 – MPO Staff Update on Administrative Issues

Mr. Scott stated that Staff acquired a Federal ID number. He stated that Staff is still working on obtaining a line of credit for \$200,000.

Commissioner Hall asked if Staff has spoken with Pete Winton at the County.

Mr. Scott replied that he has not because he would like to get it through a bank and then use the County as another option.

Commissioner Hall asked if Staff has contacted Encore Bank, Bill Levens 314-0550.

Mr. Scott replied no. He stated that his most positive conversation so far has been with SunTrust Bank.

Commissioner Hall asked if Staff spoke with Robbie Rustoff at Edison Bank 466-1800.

Mr. King stated that if proven it can be legal the City might be able to work something out with you.

Ms. Bateman stated that they would be able to negotiate attaching to their benefits and payroll. She stated that even though they are not City employees they do reimbursable agreements.

Commissioner Hall stated that Staff should contact Pete Winton about that as well because the County does the same thing.

Mr. Scott stated that we discussed piggybacking on other benefits and Broward County MPO stated that we could piggyback on them as well. He discussed some of the administrative policies that staff is drafting and stated that Staff is also working on establishing a bank account. He stated that the timeframe given on the cancellation of the Staff Services agreement was six months. He stated that at one of the RPC Committee meetings there was discussion about not paying the MPO's bills. He stated that he is not sure if this triggers something else that will end the Staff Services Agreement earlier or not.

Ms. Donley stated that she is unsure. She stated that it came up in discussion because the RPC fronts the money for the MPO and that batch of checks was for \$60,000 and the next batch will probably be for like \$90,000. She stated that it has to do with when the RPC is putting the money out and the expectation of when the separation will occur. She stated that it comes down to finding out what the outstanding invoices are for the MPO so that a budget can be put into place so that the MPO can whine itself off of the RPC.

Commissioner Hall asked Mr. Scott to contact Pete Winton and see if the County can assist the MPO during that transition so that they can be the in between.

Ms. Davies stated that the CAC Subcommittee would be happy to volunteer their time since they have been involved in this process for the last four years to create new policies and procedures and start new processes.

Ms. Donley stated that the MPO needs to start working on a budget of all the new infrastructure you will need for the move, such as phones and internet.

Ms. Mazurkiewicz asked if the MPO knows what they will be able to leave with.

Mr. Scott replied that we have our equipment list but a further conversation will need to be had to discuss things such as a table.

Ms. Davies stated that if the MPO has to start whining itself off the RPC then she would expect a credit in the indirect costs for the less work that the RPC is doing.

Ms. Donley asked that the MPO give the RPC two weeks' notice so that she can notify her staff that they are being laid off.

Mr. Scott replied that he is still working on the timeframe of six months.

Commissioner Hall asked if you are looking at March 1st as the cutoff point.

Mr. Scott replied yes.

Ms. Davies asked when the inspector general will be done with the audit so we can see the breaking point and if there is any credit coming back to the MPO.

Mr. Limbaugh replied that we haven't gotten a schedule from them yet.

Other Business

Agenda Item #14 – Public Comments on Items not on the Agenda

None.

Agenda Item #18 – Announcements

None.

Agenda Item #19 – Topics for next meeting

None.

Agenda Item #20 – Information & Distribution Items

Distributed in agenda packet.

ADJOURNMENT

Meeting adjourned at 1:42 p.m.

REVIEW AND COMMENT ON THE DRAFT LEASE
BETWEEN THE MPO AND THE CITY OF CAPE CORAL

RECOMMENDED ACTION: Review and provide input on the draft lease agreement between the MPO and the City of Cape Coral.

The MPO received a draft lease agreement (**attached**) from the City of Cape Coral last week and we have sent it out for review to FDOT, our Attorney and the Executive Committee. From preliminary staff review and discussions with FDOT and our Attorney, we have made some proposed changes for the City of Cape Coral and the Executive Committee's consideration (**attached** in underline and strike through format). Staff would like to go over the proposed changes and get any additional changes the Executive Committee recommends so that we can finalize the agreement as soon as possible.

November 7, 2011

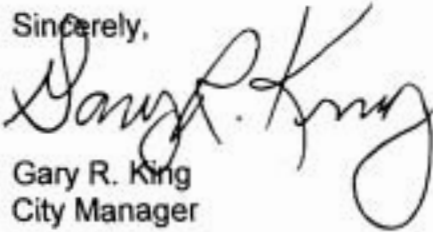
Mr. Donald Scott, Director
Lee County MPO
1926 Victoria Avenue
Fort Myers, Florida 33901

Re: Draft Lease for Space at 815 Nicholas Parkway

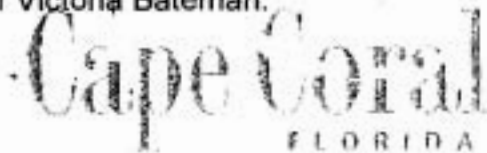
Mr. Scott,

Attached is a draft lease that has been prepared for your review. Please note that this is a draft and is subject to negotiation and final approval by Cape Coral's City Council. If you have any questions, please feel free to contact me or Victoria Bateman.

Sincerely,



Gary R. King
City Manager



GK/sm (CM111-67)
Attachment

C Victoria Bateman, Financial Services Director
Dolores Menendez, City Attorney
Dawn Andrews, Property Broker

LEASE AGREEMENT

This Lease Agreement (Lease) is entered into on this ____ day of _____, 2012, by and between **CITY OF CAPE CORAL**, a Florida municipal corporation organized and operating pursuant to the laws of the State of Florida (hereinafter Landlord) and **LEE COUNTY METROPOLITAN PLANNING ORGANIZATION**, an entity created pursuant to section 339.175, Florida Statutes (hereinafter Tenant). Landlord is the owner of land and improvements whose address is: 815 Nicholas Parkway, Cape Coral, Florida. Landlord desires to lease the below described Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental rate and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

Premises

Landlord makes available for lease a portion of the City of Cape Coral’s City Complex, 815 Nicholas Parkway, Cape Coral, Florida, consisting of approximately 900 square feet of space for general office and administrative purposes (hereinafter “Leased Premises”). In addition, conference rooms and the City Hall Council Chambers are available through a shared scheduling system. However, Council Chambers shall not be available when City Council holds its regularly scheduled weekly meetings, any Special Meeting, or at the times of the various Boards or Committees of the City of Cape Coral (i.e. Planning and Zoning; Code Enforcement; FAC, etc.)

Lease Term.

The Initial Term of the Lease shall begin on the ____ day of _____, 2012, and end on the ____ day of _____, 201__.

At the expiration of the term, the Lease will automatically renew for one (1) year terms. Either party may terminate this Lease with at least six (6) months notice in writing at any time during the Lease Term.

Rent.

The rent is \$300.00 per month (\$4.00/sq ft x 900 ÷ 12 months). Rent shall be paid on or before the first day of each and every month during the term of this lease. On each annual anniversary date of the Lease Term, the rent specified in this lease shall be subject to increase/decrease in accordance with any percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) as promulgated by the Bureau of Labor Statistics of the United States Department of Labor, using the annual percentage change in the CPI-U for the month of September of each year, provided that the percentage increase shall not be greater than 6% or less than 3% for any adjustment period. If such index is discontinued or changed in such a way that it is impossible to obtain a

continuous measurement of price changes, it shall be replaced by comparable governmental index.

Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems, for example air conditioning, heating, plumbing, electrical, or the roof.

Alterations and Improvements.

Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease or at the expiration of this Lease provided that Tenant shall repair, at Tenant's expense, all damage to the Leased Premises caused by such removal.

Property Taxes.

Tenant shall be responsible for the payment of its proportionate share of any real property taxes imposed against the Leased Premises, the land under which the Leased Premises is located, and its proportionate share of the common areas. Landlord shall pay, prior to delinquency, installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises and the pro rata share of property taxes assessed against the real property.

Insurance.

Tenant shall, at its own expense and cost, maintain or cause to be maintained (i) commercial general liability insurance with respect to the Leased Premises in amounts no less than One Million Dollars (\$1,000,000.00) per occurrence, (ii) statutorily required workers compensation insurance covering its employees, and (iii) all risk (fire and

extended coverage) insurance with vandalism and malicious mischief endorsements on Tenants property and tenants leasehold improvements, if any, for the replacement value thereof less applicable deductibles. Tenant shall name Landlord as an additional insured on Tenant's commercial general liability policy, and shall provide to Landlord a certificate of insurance evidencing these coverages. The proceeds from any "all risk" insurance shall belong to and be paid to Tenant, without any claim thereto by Landlord. Tenant shall not be required to carry any plate glass insurance, and may act as a self-insured with respect to plate glass, provided that all damage to all plate and window glass in the building shall be repaired or replaced promptly by Tenant at Tenant's own expense, except to the extent such damage was caused by the acts or omissions of Landlord, its agents, employees, or contractors, in which event Landlord shall pay for such repair or replacement.

Tenant shall promptly notify the Landlord of any cancellation of or reduction in coverage of the insurance policies required to be carried by them under this Article. The commercial general liability and all risk policies of Tenant shall contain a provision that the policies will not be canceled nor materially altered without first providing the Landlord thirty (30) days written notice thereof.

Utilities.

Tenant shall pay all charges for local and long distance telephone service, internet service, and other services, included but not limited to all costs and expenses for installation of such services, for the extension of any and all lines necessary to provide such services and connections, installed by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours with at least twenty-four (24) hours written notice to Tenant to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Tenant shall have access to the Leased Premises during normal business hours (8 am – 5 pm). Tenant's access to the Leased Premises after hours is via an electronic swipe card system.

Parking and Common Areas.

During the term of this Lease, Tenant shall have the use of common automobile parking areas, all drives, walkways, sidewalks, landscaping and other green space, and all other publically accessible onsite facilities provided by the Landlord within the City Complex.

Damage and Destruction.

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, rent shall be abated and then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

Default.

In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant, Tenant shall have fifteen (15) days after receipt of written notice thereof to cure such default.

Upon the occurrence of any such event of default, Landlord or Tenant shall have all rights and remedies available at law and in equity, including, without limitation, the right to terminate this Lease.

Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this

Lease and any renewal period thereafter. Tenant acknowledges the building is currently under renovations.

Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation.

Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord: City of Cape Coral
Attn: Property Broker
P.O. Box 150027
Cape Coral, Florida 33915-0027
Phone: 239-574-0735
Facsimile: 239-574-0419

Tenant: Lee County Metropolitan Planning Organization
Donald Scott, Director
815 Nicholas Parkway
Cape Coral, Florida 33990
Phone: _____
Facsimile: _____

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

Waiver.

Forbearance by Landlord or Tenant to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The receipt by Landlord of rent, with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach, and no waiver by Landlord or Tenant of any provision hereto shall be deemed to have been made unless expressed in writing and signed by Landlord or Tenant, as the case may be.

Compliance with Law.

Tenant and Landlord each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

Radon Gas.

In 1988, the Florida legislature passed a provision that requires the following notification to be provided on at least one document, form, or application executed at the time of or prior to the Contract for Sale and Purchase of any building or execution of a rental agreement for any building:

“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.”

Surrender.

Upon the expiration or earlier termination of the Lease Term, Tenant shall surrender the Premises to Landlord in as good order and condition as they were in at the commencement of the Lease Term, ordinary wear and tear, casualty, and acts or omissions by Landlord excepted.

Indemnification:

To the extent permitted by law, Tenant agrees to indemnify, defend, and hold Landlord harmless from all suits, actions, claims, damages, liabilities, costs, and expenses, including without limitation, reasonable attorney's fees, incurred by or alleged against Landlord in connection with Tenant's use and occupancy of the Premises (except to the extent caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors), or the negligent or other wrongful acts or omissions of Tenant, its agents, employees or contractors with respect to the performance or non-performance of this Lease.

Binding Effect:

The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns and legal representatives, except as otherwise expressly provided herein.

Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

WITNESSES:

LANDLORD:

CITY OF CAPE CORAL

By: _____
John J. Sullivan, Mayor

WITNESSES:

TENANT:

LEE COUNTY METROPOLITAN
PLANNING ORGANIZATION

By: _____
Donald Scott, Director

LEASE AGREEMENT

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Premises

Landlord makes available for lease a portion of the City of Cape Coral's City Complex, 815 Nicholas Parkway, Cape Coral, Florida, consisting of approximately 900 square feet of space for general office and administrative purposes (hereinafter "Leased Premises"). In addition, conference rooms and the City Hall Council Chambers are available through a shared scheduling system. However, Council Chambers shall not be available when City Council holds its regularly scheduled weekly meetings, any Special Meeting, or at the times of the various Boards or Committees of the City of Cape Coral (i.e. Planning and Zoning; Code Enforcement; FAC, etc.)

Lease Term

The Initial Term of the Lease shall begin on the 1 day of January/February ?, 2012, and end on the 31 day of January/February, 2015.

At the expiration of the term, the Lease will automatically renew for one (1) year terms. Either party may terminate this Lease with at Least six (6) months notice in writing at any time during the Lease Term.

Rent

The rent is \$300.00 per month (\$4.00/sq ft x 900 ÷ 12 months). Rent shall be paid on or before the first day of each and every month during the term of this lease. ~~On each annual anniversary date of the Lease Term, the rent specified in this lease shall be subject to increase/decrease in accordance with any percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) as promulgated by the Bureau of Labor Statistics of the United States Department of Labor, using the annual percentage change in the CPI-U for the month of September of each year, provided that the percentage increase shall not be greater than 6% or less than 3% for any adjustment period. If such index is discontinued or changed in such a way that it is impossible to obtain a continuous measurement of price changes, it shall be replaced by comparable governmental index. (Note: This does not follow the requirements of the Federal Highway Administration (FHWA)).~~

Sublease and Assignment

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or

in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

Repairs

During the Lease term, Tenant shall make, at Tenant's expense, all necessary **normal maintenance and** repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems, for example air conditioning, heating, plumbing, electrical, or the roof.

Alterations and Improvements

Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease or at the expiration of this Lease provided that Tenant shall repair, at Tenant's expense, all damage to the Leased Premises caused by such removal.

Property Taxes

~~Tenant shall be responsible for the payment of its proportionate share of any real property taxes imposed against the Leased Premises, the land under which the Leased Premises is located, and its proportionate share of the common areas. Landlord shall pay, prior to delinquency, installments of special assessments coming due during the Lease term on property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Lease Premises and the pro rata share of property taxes assessed against the real property. (Note: The MPO is a Government Entity and is leasing property from a Government Entity. We are not sure this is valid.)~~

Insurance

Tenant shall, at its own expense and cost, maintain or cause to be maintained (i) commercial general liability insurance with respect to the Leased Premises in amounts no less than One Million Dollars (\$1,000,000.00) per occurrence, (ii) statutorily required workers compensation insurance covering its employees, and (iii) all risk (fire and extended coverage) insurance with vandalism and malicious mischief endorsements on Tenants property and tenants leasehold improvements, if any, for the replacement value thereof less applicable deductibles. Tenant shall name Landlord as an additional insured on Tenant's commercial general liability policy, and shall provide to Landlord a certificate of insurance evidencing these coverages. The proceeds from any "all risk" insurance shall belong to and be paid to Tenant, without any claim thereto by Landlord. Tenant shall not be required to carry any plate glass insurance, and may act as a self-insured with respect to plate glass, provided that all damage to all plate and window glass in the building shall be repaired or replaced promptly by Tenant at Tenant's own expense, except to

the extent such damage was caused by the acts or omissions of Landlord, its agents, employees, or contractors, in which event Landlord shall pay for such repair or replacement.

Tenant shall promptly notify the Landlord of any cancellation of or reduction in coverage of the insurance policies required to be carried by them under this Article. The commercial general liability and all risk policies of Tenant shall contain a provision that the policies will not be cancelled nor materially altered without first providing the Landlord thirty (30) days written notice thereof.

Utilities

Tenant shall pay all charges for local and long distance telephone service, internet service, and other services, included but not limited to all costs and expenses for installation of such services, for the extension of any and all lines necessary to provide such services and connections, installed by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. **The Landlord shall pay electricity, water, sewer, property and building maintenance, pest control, and janitorial services.**

Signs

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

Entry

Landlord shall have the right to enter upon the Leased Premises at reasonable hours with at least twenty-four (24) hours written notice to Tenant to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Tenant shall have access to the Leased Premises during normal business hours (8 am – 5 pm). Tenant's access to the Leased Premises after hours is via an electronic swipe card system.

Parking and Common Areas

During the term of this Lease, Tenant shall have the use of common automobile parking areas, all drives, walkways, sidewalks, landscaping and other green space, and all other publically accessible onsite facilities provided by the Landlord within the City Complex.

Damage and Destruction

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, rent shall be abated and then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the

cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

Default

In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant, Tenant shall have fifteen (15) days after receipt of written notice thereof to cure such default.

Upon the occurrence of any such event of default, Landlord or Tenant shall have all rights and remedies available at law and in equity, including, without limitation, the right to terminate this Lease.

Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease and any renewal period thereafter. Tenant acknowledges the building is currently under renovations.

Condemnation

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation.

Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt request, addressed as follows:

Landlord: City of Cape Coral
Attn: Property Broker
P.O. Box 150027
Cape Coral, Florida 33915-0027
Phone: 239-574-0735
Facsimile: 239-574-0419

Tenant: Lee County Metropolitan Planning Organization
Donald Scott, Director
815 Nicholas Parkway
Cape Coral, Florida 33990
Phone:
Facsimile:

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Headings

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

Successors

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

Consent

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

Waiver

Forbearance by Landlord or Tenant to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The receipt by Landlord of rent, with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach, and no waiver by Landlord or Tenant of any provision hereto shall be deemed to have been made unless expressed in writing and signed by Landlord or Tenant, as the case may be.

Compliance with Law

Tenant and Landlord each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

Radon Gas

In 1988, the Florida legislature passed a provision that requires the following notification to be provided on at least one document, form, or application executed at the time of or prior to the Contract for Sale and Purchase of any building or execution of a rental agreement for any building:

”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.”

Surrender

Upon the expiration or earlier termination of the Lease Term, Tenant shall surrender the Premises to Landlord in as good order and condition as they were in at the commencement of the Lease Term, ordinary wear and tear, casualty, and acts or omissions by Landlord excepted.

Indemnification

To the extent permitted by law, Tenant agrees to indemnify, defend, and hold Landlord harmless from all suits, actions, claims, damages, liabilities, costs, and expenses, including without limitation, reasonable attorney’s fees, incurred by or alleged against Landlord in connection with Tenant’s use and occupancy of the Premises (except to the extent caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors), or the negligent or other wrongful acts or omissions of Tenant, its agents, employees or contractors with respect to the performance or non-performance of this Lease.

Binding Effect

The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns and legal representatives, except as otherwise expressly provided herein.

Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

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DRAFT

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

WITNESSES:

LANDLORD:

CITY OF CAPE CORAL

John J. Sullivan, Mayor

WITNESSES:

TENANT:

LEE COUNTY METROPOLITAN
PLANNING ORGANIZATION

~~Donald Scott, Director~~
Bob Raymond, MPO Chairman

MPO STAFF UPDATE ON ADMINISTRATIVE ITEMS

MPO Staff will update the Committee on any new administrative items regarding the relocation of the MPO to the City of Cape Coral. Staff has attached Draft Policies and Procedures for the Committee to review and comment on.

Lee County Metropolitan Planning Organization (MPO)

Personnel Manual

November 2011

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SECTION 1: ADMINISTRATION OF THE POLICIES

1.1 Authority

1.2 Purpose

The purpose of the Personnel Manual is to document the terms and benefits of employment with the Lee County MPO to be accomplished in a consistent manner.

1.3 Applicability

These personnel rules and policies are applicable to all employees of the Lee County MPO. If any policy herein is in conflict with an Employment contract between the MPO and the MPO employee, the contract will take precedent. It shall not apply to non-employees, such as MPO Board members, advisory committee members or individuals retained or employed by the Lee County MPO in a contractual or vendor arrangement. However, the Rules of Work and Travel Policy shall apply to all employees, the Director, Board members, Advisory committee members, Interns and Temporary employees. The term "MPO" and "organization" shall be used interchangeably with Lee County MPO in this document. This document is not to be construed as creating a contract or expectation of employment for a definite term and an employee is free to terminate employment at any time, with or without notice for any reason, and the MPO retains the same right.

1.4 Implementation

The responsibility for implementing the provisions of this Manual is hereby vested in the Director, who shall report directly to the Board, or their designee, except as specifically designated within the rules. Policy direction is the responsibility of the MPO Board.

1.5 Amendments

Amendments to these procedures will be reviewed and approved by the MPO Board on an as-needed basis.

SECTION 2: EMPLOYMENT

2.1 At-Will Employment Status

All MPO employees are employed at-will, meaning that either the MPO or the employee may terminate the employment relationship at any time for any reason, with or without cause. Moreover, this personnel Manual for MPO employees is not intended to create either an expressed or implied contract for employment.

2.2 Disclaimer Statement

This Manual is only intended to be used as a reference guide during your employment with the MPO. It is the employee's responsibility to become familiar with and to follow the MPO's policies and

procedures and to contact the Director if you are uncertain about any information contained in this Manual.

Recognition of these rights and prerogatives is a term and condition of employment and continued employment. To the extent that there is a conflict between this Manual and any previous handbooks, procedures, policies or rules, this Manual controls. It is further understood that this “at will” employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by the MPO Board.

2.3 Equal Employment Opportunity

It is the policy of the MPO to promote and assure equal employment opportunity for all current and prospective employees without regard to race, color, age, sex, national origin, religion, marital status, sexual orientation, disability or other legally protected class. This policy governs all matters related to recruitment, advertising, and initial selection of employment. It shall also apply to all other aspects of employment, including, but not limited to, aspects of compensation, promotion, demotion, transfer, lay-offs, terminations, leave of absence, and training opportunities.

2.4 Loyalty

MPO employees are expected to be loyal to the MPO and not take positions, whether publicly or privately, that would be detrimental to the MPO or its interests.

2.5 Restriction on Employment of Relatives

A. Scope

It is the policy of the Lee County MPO to assure that all appointments and promotions by the MPO are made solely on an objective evaluation of ability, merit and/or fitness and are conducted in a non-discriminatory manner without regard to other factors, such as familial status. This policy applies to all MPO applicants for regular, temporary and part-time employment and present employees.

B. Authority

The MPO’s policy regarding the restriction on employment of relatives is based upon Section 112.3135 of the Florida Statutes which prohibits appointment, employment, promotion or advancement, of specified relatives by any public official who is vested with or delegated the authority to appoint, employ, promote or advance, or is in a position to recommend an individual for appointment, employment, promotion or advancement.

C. MPO Policy

The employment of relatives at certain levels of the MPO or in positions where one might have influence over the other’s status or job security is regarded as a potential violation of this policy. No family member (i.e., spouse, child, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, son/daughter-in-law, brother/sister-in-law, mother/father-in-law, step father/mother, step

son/daughter, step brother/sister, half brother/sister) of a MPO employee or elected official shall be employed by the MPO in a position in which they are directly supervised by a family member. No person shall be employed as an employee in the same department as a member of his or her family. Any employee who falls within the scope of this section by their relationship with another employee after they were hired is exempt from the provisions of this section provided the Director and MPO Board reviews the circumstance and determines that no conflict exists.

The Board may waive the provision of this section in the case of unforeseen and unusual circumstances that is in the best interest of the MPO. This section applies to all natural, adoptive, or step relationships.

2.6 Agreements and Contracts

Employees shall not enter into agreements or contracts on behalf of the MPO without the authorization of the Director.

2.7 Salary

Salary for MPO employees shall be set by the Director. Periodic salary reviews and adjustments are at the sole discretion of the Director. Salary is subject to funding being appropriated by the MPO Board within the MPO's budget(s).

2.8 Work Hours

The Director shall establish a work week consisting of forty (40) hours per week, excluding meal times. MPO employees are generally expected to be at work during the regularly established work week for their respective positions (which may vary depending on position, assignment and/or work location). However, MPO employees that are exempt from coverage under the Fair Labor Standards Act are expected to work as many hours in a given week as are necessary to complete that employee's assigned duties and responsibilities, regardless of the specific work hours assigned to that position by the Director.

SECTION 3: RULES OF WORK

3.1 Work Attire

MPO employees should dress in a professional manner consistent with good hygiene, safety and good taste. Employees whose jobs require them to come in contact with vendors, government officials or the public are expected to wear apparel consistent with that worn by persons dealing with the public in similar capacities. The MPO follows a business casual dress code Monday – Thursday unless circumstances dictate otherwise. Casual dress is permissible Friday, but must be governed by good personal judgment based on the individual employee's duties for the day.

3.2 Attendance and Tardiness

Regular attendance and punctuality by employees are considered essential ingredients in the continuing success of the MPO. Therefore, in order to insure fair, impartial, equitable and consistent treatment for

all employees, the MPO has instituted this attendance and tardiness policy. It is intended to reduce absenteeism and tardiness and thereby decrease unnecessary costs, increase efficiency and contribute to higher standards of quality in MPO customer service.

Employees are expected and required to be in attendance and prepared to work at their scheduled starting time and designated work locations during their assigned hours. Employees are also expected to remain at work for the entire work period excluding rest and meal periods. Late arrival, early departure, and other personal absences are disruptive and should be avoided.

An employee who is not at work when required or during scheduled hours shall be considered unexcused, unless such absence is approved by the Director or designee. Any unexcused absence is cause for discipline, up to and including termination. An employee who is absent without authorization for more than three (3) consecutive working days shall automatically be deemed to have resigned his or her position with the MPO without notice and shall forfeit his or her rights to any benefit.

The MPO recognizes that some absences may be unavoidable due to bona fide sickness or emergencies beyond the control of the employee, and the MPO has made reasonable provision for such occasions in this policy.

In cases of excessive tardiness, absences, failure to report to work as scheduled or abuse of leave policies, it may be necessary to correct such problems by counseling and other disciplinary action up to and including termination.

In the event an employee cannot report to work as scheduled or assigned, the employee must so notify his or her supervisor as early as possible but no later than one (1) hour before the start of his or her shift. It is the responsibility of the employee to make the call. Supervisors shall not accept calls from an employee's friends, family or co-workers unless an employee is physically unable to make the call, in which case such condition shall be medically documented.

In all cases of an employee's absence or tardiness, the employee shall provide management personnel with the truthful reason for the absence or tardiness and, if applicable, the probable duration of absence. If the duration of the absence cannot be readily ascertained, the absent employee will be required to call his or her supervisor daily to report on the status of his or her absence.

3.3. Professional Development

MPO employees are encouraged to participate in professional development activities of their respective disciplines. Payment or reimbursement for attendance of conferences, seminars, executive education, degree education, and the like shall require the prior written approval of the Director.

3.4 Travel

A. General Information

The Lee County MPO travel policy applies to all MPO employees and interns traveling on official business paid for by the Lee County MPO.

Employees and interns traveling on official business for the Lee County MPO are expected to use reasonably priced lodging accommodations with every effort being made to use a DEP designated Green Lodging hotel (or one under application for designation and they can be found at www.dep.state.fl.us/mainpage/programs/green_lodging.htm) and are required to use economy or tourist class air travel fares. Travelers must indicate on the Travel Form, No. 300-000-01 when a Green lodging hotel is used. If a traveler does not use a Green Lodging hotel, or one under application for designation, then justification explaining the reasons another facility was used must be included on the travel form. Justification should consider cost, location and other applicable factors. Under no circumstances are travelers on Lee County MPO business permitted to accept gratuitous upgrades to first class if the situation would conflict with the Code of Conduct Policy.

Pre-planning by management to obtain advance registration discount rates and minimizing the number of staff who will attend the same training session will contribute toward cost control.

Travel, whether by public transportation, privately owned automobile or a for-hire conveyance, shall be over the most direct, practical route. Any deviations from a direct route must be explained on the voucher and approved by the Director or designee.

B. Travel and Training Guidelines

All travel covered by this policy must be for the direct benefit of the Lee County MPO. All employees and interns are required to attend applicable training sessions offered during normal business hours and adhere to all travel and rules of conduct policies. Employees whose travel expenses will be reimbursed by an outside agency must so indicate on the appropriate FDOT Travel Form.

C. Travel Authorization

Travel during work hours for employees at the MPO's expense (except the Director) must be authorized in advance of travel by the MPO Director. The Director's overnight travel shall be approved by the Chair of the MPO. Specific expenses and/or conditions of travel must be pre-authorized by the designated official as described below:

- Car rental.
- Training to maintain professional certification or license, i.e., Continuing
- Professionals Education (CPE).
- Travel to meetings for positions held in a professional organization.
- Technical training necessary to complete the job assignment.
- General training for job performance enhancement.

In an emergency situation when the employee cannot obtain prior written authorization, verbal approval will be obtained, and travel documents shall be completed immediately upon the employee's return to work.

D. Pre and Post-Travel Accountability

Although travel costs have been included in the Lee County MPO budget, employees shall obtain written approval to travel, attend meetings, etc., before making any commitment to pay registration fees, to purchase a transportation ticket or to incur any other cost. Each employee shall complete a FDOT Travel Form (Form 300-000-01; Page One) for estimated individual expenses and submit it to the appropriate authorizing official. A meeting program or brochure shall be attached to the travel authorization request. In no event shall a travel form be submitted for approval unless funds to pay the proposed travel are available in the applicable UPWP Task.

When the travel form has been approved and funds certified as available, the employee or intern is then authorized to be absent from work, to incur expense and to be reimbursed, (but not in excess of travel request form), and to initiate invoices to prepay room deposits, registration or tuition fees, and tickets on common carriers.

Within ten (10) business days of completing travel the employee will submit the FDOT Travel Form (DFS-C1-500). Receipts for hotels, public transportation, convention registration fees, car rental, tolls, and similar items must be attached to the appropriate reimbursement form. All items for which a receipt cannot or was not obtained must be explained in writing. Any item without a receipt, other than straight per diem for meals at the FDOT rates, is subject to denial. Miscellaneous expenses must be itemized. Completed forms should be submitted to the Director or the Board Chairman or Vice Chairman as the authorizing official.

S/he should review the forms before approving and obtain explanation on any questionable item. If costs exceed the amount of expense authorized by the appropriate official, and the traveler requests reimbursement for the additional amount, the authorizing official should provide a complete explanation and a recommendation to the Director or designee. All forms must be submitted to the Director or designee, within ten (10) working days of completing travel. The Director, or his/her designee, will review the expenses for acceptability. If additional information is needed for approval, the form shall be returned to the traveler for revision.

E. Transportation

Travelers are expected to use the travel mode that is most advantageous to the MPO. This would include using bus or airport van service to and from terminals or extended parking at terminals versus use of a common carrier. The traveler is permitted mileage from point of departure (home or work location) whichever one is the shorter distance.

F. Private Vehicles

Whenever travel is by a privately owned vehicle, the traveler shall be entitled to a mileage allowance at the prevailing FDOT rate. Where two or more authorized persons travel in one private vehicle, only the person supplying the vehicle shall receive transportation reimbursement. For travel, mileage shall be allowed per the DOT's Official Highway Mileage. Vicinity mileage necessary for the conduct of official

business is allowable, but must be shown as a separate item on the expense voucher. Employees deviating from the most direct route will have to bear the extra cost. By order of the Governor, no employee will drive a vehicle without first fastening his/her seat belt and ensure that the other occupants also comply.

G. Taxicabs

Reimbursement for taxicabs to and from airports, train stations, etc., will be made only when receipts are provided.

H. Car Rentals

Prior approval must be received from the appropriate official if the traveler must rent a car. Car rentals must be mid-size or smaller. Any upgrades must be paid by the traveler and will not be reimbursed by the MPO. Individuals on MPO business who rent vehicles shall purchase rental insurance.

I. Airline

Airline reservations may be acquired if approved by the appropriate official and should be made with at least a 14 day advance purchase for better pricing. Air travelers shall attach their boarding passes and ticket stub to the appropriate reimbursement form for final accountability.

J. Reimbursable Local Travel

Travelers within a distance of eighty miles shall not be reimbursed for lodging unless extenuating circumstances exist and then only when justifiable cause is documented in writing and pre-approved by the Director. Employees must complete the FDOT Travel Form (Form 300-000-01; Page Two A) to be reimbursed for local travel mileage. Reimbursement shall be at the prevailing FDOT rate if the expense is reimbursable to FDOT.

K. Lodging

Expenses may vary in different areas traveled to, but all expenditures must be reasonable. The approving official is responsible for the reasonableness of amounts authorized. Any excessive charges will be subject to denial at the Director's discretion.

When traveling in the State of Florida, the advance check should be made payable to the hotel, motel, lodge, etc., to ensure exemption of sales tax. When lodging is not paid in advance, the traveler must seek exemption from tax on hotel room rentals. All travelers will be provided a Tax Exempt Certificate. If the hotel does not honor the tax exemption, please indicate on your travel form that the certificate was presented to the hotel but was denied. Sales tax reimbursement may be denied to the employee if exemption was available.

L. Meals

Employees who engage in daily, routine travel are not reimbursed for meals. Reimbursement for meals and tips without receipts is based on FDOT guidelines that follow F.S. 112.061. Alcoholic beverages are not reimbursable. Same day travel by employees or interns allows reimbursement for reasonable meal expenses. There are also time guidelines for meal allowances, that is, travel must start or finish by certain times for a meal allowance; a traveler is not allowed to be reimbursed on a per diem basis for same day travel. Current rates and time guidelines are based on FDOT guidelines that follow F.S. 112.061

A daily per diem rate based on FDOT guidelines that follow F.S. 112.061, in lieu of the meals and tips may be authorized by the Director provided that the per diem rate per day does not exceed the amount permitted for meals and tips. If breakfast, lunch or dinner is provided by the airline, hotel, seminar, etc., then the daily per diem rate will not be an option. If meals are provided, such as those included as part of hotel registration, by an airline or as part of a seminar, it should be noted on the reimbursement form as meals furnished. No one shall be reimbursed for any meal, lodging or other expense included in a fee paid by the MPO.

M. Other

Registration fees for functions related to Lee County MPO business may be reimbursed when an employee is expected to attend due to the nature of the position. Any travel over eighty miles by personal or rental vehicle requires prior written approval by the Director. Approval to use a personal or rented vehicle provides the traveler(s) a substitute for an airline ticket; therefore, "en-route" expenses other than gasoline/vehicle expense will not be reimbursed, and mileage cost beyond the cost of economy or coach airfare will not be reimbursed. Travel time in excess of the most advantageous mode of travel to the Lee County MPO will be chargeable as personal time off to the employee(s).

Unallowable expenses include dry cleaning, laundry, toiletries, newspapers, movies, etc.

3.5 Personal Property

The MPO shall not be responsible for the personal property of MPO employees.

3.6 Reporting Contact Changes

MPO employees shall notify the Director of changes of home address, home and cellular telephone numbers immediately upon such changes occurring.

3.7 Conflicting Outside Employment or Enterprise

MPO employees shall not engage in any outside employment or enterprise without the prior written approval of the Director. Such approval is at the sole discretion of the Director, and if given, may be withdrawn at any time with or without cause.

3.8 Political Participation

While on duty, MPO employees shall refrain from all political activities which undermine public confidence in professional administrators.

3.9 Financial Disclosure

MPO employees shall comply with financial disclosure as provided in Florida Statute(s) when and where applicable.

3.10 Gifts

MPO employees shall not accept gifts, either monetary or non-monetary, as consideration for the performance of their duties or that are intended to influence them in the performance of their duties (gifts shall be returned to sender).

3.11 Discounts

MPO employees shall not solicit discounts for goods or services as a result of their position with the MPO other than those discounts that are available to the general public. In addition, MPO employees shall not accept discounts for goods or services as consideration of the performance of their duties or that are intended to influence them in the performance of their duties.

3.12 Fundraising

MPO Employees shall not raise funds for any purpose from those who have contracts with the MPO, or others as a result of their position with the MPO.

3.13 Disclosure of Information

MPO employees shall not furnish or use MPO information that is not available to the general public for personal advantage. This does not limit, hinder or prevent disclosure of such information in performing official duties by those employees specifically charged with such responsibilities or so designated.

3.14. Solicitations

The MPO may limit solicitation in the office by any organization or individuals, whether or not members of our staff, unless prior approval is given by the Director. The MPO recognizes that employees have interests in events and organizations outside the workplace. Employees may not solicit or distribute literature related to these activities during working hours. The MPO bulletin boards and website are for displaying MPO business information and other organization data. Posting written solicitations is restricted.

3.15. Media

All inquiries should be directed to the Director or designee. If unavailable, take the party's name, affiliation and phone number and assure him/her that the call will be returned as soon as possible.

3.16 Communications

The organization is responsible for transportation planning and prioritizing in Lee County. The organization interfaces with the Federal Transit Administration; the Federal Highway Administration; the Florida Department of Transportation; many federal, state and local representatives; and the residents of the aforementioned counties. Effective communication is necessary for the organization to be successful in its mission.

3.17 Conduct Unbecoming of MPO Employees

MPO employees shall refrain from conduct that is unbecoming of their association with the MPO. Such conduct includes, but is not limited to, conduct that would damage the reputation of the MPO or be detrimental to the interests of the MPO.

3.18 Drugs and Alcohol

MPO employees are prohibited from using or being under the influence of alcohol and nonprescription drugs during their regular working hours. The use of prescription drugs by Employees shall be limited to the named individual, the prescribed dosage, and the strict observance of all precautions on the container's label.

3.19 Drug Free Workplace

A. Policy

It is the MPO's intent to maintain a "drug free" workplace pursuant to Fla. Stat. Ann. § 112.0455. The MPO prohibits the consumption, possession, manufacture, distribution, dispensing or being under the influence of alcoholic beverages or controlled substances, as described in Florida Statute Chapter 893, during working hours.

The purposes of this policy are as follows:

- (a) To establish and maintain a safe, healthy working environment for all employees;
- (b) To ensure the reputation of the MPO and its employees as good, responsible citizens worthy of the responsibilities entrusted to them;
- (c) To reduce the incidence of accidental injury; and
- (d) To provide assistance in rehabilitating any employee who seeks the MPO's help in overcoming an addiction to, dependence upon, or problem with alcohol or drugs.

Any employee, who feels that he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Rehabilitation and the cost thereof is the responsibility of the employee. Any employee seeking medical attention for alcoholism or drug addiction may use any accrued Paid Time Off for rehabilitation. The employee must provide certification that he or she is continuously enrolled and actively participating in a treatment program.

Upon successful completion of treatment, the employee will be returned to active status without reduction in pay.

Any employee suffering from an alcohol or drug problem who rejects treatment or who leaves a treatment program prior to being properly discharged will be immediately terminated. No employee will be eligible for an assistance program more than once. Any subsequent abuse of alcohol or illegal use of controlled substances will result in the immediate termination of the employee. Controlled substances are defined by regulation 21 CFR 1308.11 through 1308.15. Any employee believed to be under the influence of alcohol, illegal drugs, or controlled substances on the basis of reasonable suspicion will be suspended from work and be required to submit to a drug/alcohol screening and evaluation. If the screening reveals positive results, the employee shall seek an appropriate facility for treatment. The costs of such treatment shall be borne by the employee. A positive drug/alcohol screening result is considered a major infraction of MPO regulations. Refusal to submit to a drug/alcohol screening will result in dismissal.

No alcoholic beverages, illegal drugs, or controlled substances will be used while on the job. Violation will result in immediate termination of employment. Possession of illegal drugs or unlawful possession of controlled substances will also result in immediate termination of employment.

The illegal use of a controlled substance or possession of illegal drugs while off-duty will result in disciplinary action up to and including termination. The illegal sale, trade or delivery of controlled substances by an employee to another person is cause for termination and referral to law enforcement authorities. The "occasional" or "recreational" use of controlled substances will not be excused.

Applicants for employment will be required to submit to a pre-employment drug screen to detect possible current illegal use of controlled substances. Applicants whose examinations indicate current illegal use of controlled substances will not be hired. In addition, it is the MPO's desire to improve worker compensation cost control, increase productivity and safety, decrease absenteeism, decrease health care costs, and increase overall employee morale. The MPO is also a Drug and Alcohol Free Workplace pursuant to Chapter 440, Florida Statutes. As part of the Drug and Alcohol Free Workplace program, the MPO will reserve the right to require employees to submit to a drug and alcohol test when reasonable suspicion exists to believe that the employee may be using and/or abusing controlled substances, narcotic drugs or alcohol.

All current and/or future employees must notify the MPO in writing of his/her conviction for violating a criminal drug statute no later than five (5) calendar days after that conviction.

3.20 Firearms and Weapons

A. General

With the exception of sworn law enforcement officers, MPO employees while on official work duty for the MPO are prohibited from possessing, and/or carrying firearms or weapons on their persons,

concealed or otherwise, unless authorized by the Director. A threat to use a weapon or possession thereof, including any type of firearm, is not permitted in the workplace at any time.

B. Definition

For purposes of this section the following definitions shall apply:

(a) Official work duty shall mean the period which includes the time the employee enters the work area at the beginning of the work period to the time the employee leaves the work area at the end of the work period.

(b) Weapons and firearms shall mean all objects capable of being used to kill or inflict bodily harm when used for such purpose including, but not limited to any firearm, gun, pistol, rifle, sword, flammable agent, explosive device, or electric weapon. This definition includes any unsheathed knife that is used in a threatening manner or in any manner other than for official work duty.

C. Employee Responsibility

Any employee who becomes aware of another employee possessing an unauthorized weapon at the workplace should notify a supervisor immediately. The supervisor should contact the Director or the local Police Department, where appropriate. The local Police Department should determine the proper response to the situation and advise the supervisor and the Director of the appropriate action. Unauthorized possession of a firearm or weapon by an employee on duty is an offense of the most serious nature and will result in disciplinary action, up to and including termination of employment.

3.21 Smoking

Smoking is not allowed inside the Lee County MPO office and is only permitted at the designated areas of our lease space. Employees who violate this policy will be subject to disciplinary action, up to and including dismissal.

3.22 Criminal Background Check and Driving History

The MPO reserves the right to perform or cause to have performed a criminal background check and a driving history investigation of any MPO employee at any time.

3.23 Criminal Arrest or Conviction

MPO employees shall immediately notify the Director of their arrest or conviction of a criminal offense, whether a felony or misdemeanor no later than five (5) calendar days after that arrest or conviction.

3.24 Communication Devices

Communications devices, to include but not limited to computers, cell phones, Blackberry's or the like, that are assigned to MPO Employees are for the primary use of MPO business and de minimis personal use, and such devices shall not be used for outside employment or enterprise. Personal use is defined as all use which is not for the business of the MPO.

3.25 Electronic Mail

E-mail is a system of communication whereby written messages are electronically transmitted from one computer station to other computer stations. MPO personnel shall use the e-mail system primarily for work-related purposes. The MPO reserves the right to review and monitor employee e-mail to insure compliance with this policy. Employees found in violation of this policy shall be subject to disciplinary action.

3.26 Internet Use

A. Policy

Use of the internet on MPO computers on MPO time for non-MPO business should be kept to a minimum. Employees are further required to comply with the provisions set forth below:

1. Performance of Job Responsibilities

Employees should use the Internet to accomplish job responsibilities more effectively and for business and work-related communication only. Examples of job related responsibilities are: accessing external databases, searching online public access information, disseminating documents to individuals or groups, and gaining access to software user support information.

2. Professional Development

The Internet may be used to pursue professional and career development goals. Examples of appropriate use include: communicating with members of work related professional organizations, reviewing information on professional or career development topics.

3. Privacy and Confidential Information

Internet accounts are to be accessed only by the authorized user of the account. Confidentiality of passwords and user accounts must be protected. Employees must discontinue their Internet connection when leaving their PC. Individual users can be held accountable for use of an internet account by others. Employees will have no expectation of privacy in both sending and receiving electronic messages and information on the Internet. Employees on the Internet will respect the privacy of other users and will not intentionally seek information on, obtain copies of, or modify files, other data or passwords belonging to other users, or represent themselves as another user.

4. Copyright Laws

Employees must comply with copyright, licensing, contract, local, state, and federal licensing laws for materials, software and other media. In addition, employees should obtain appropriate approval prior to making information available via Internet services.

5. Security

Employees are prohibited from developing programs that harass other users or infiltrate a computer or computing system or that damage or alter software components of a computer or computing system.

6. Lawfulness

Transmitting any material in violation of any U.S., State or local law, ordinance, regulation or policy is prohibited. This policy prohibits unlawful or inappropriate communications, including but not limited to sexually, racially, or ethnically offensive comments, jokes, slurs, disparagement of, or threats to others.

B. Prohibited Uses of the Internet

(a) Illegal Activities

(b) Threats

(c) Harassment

(d) Slander

(e) Defamation

(f) Obscene, pornographic or suggestive images or offensive graphical images

(g) Political endorsements

(h) Commercial activities

(i) Using non-business software including games or entertainment software

(j) Downloading and installing programs without proper authorization

(k) Activities resulting in, or relating to, personal gain or for profit enterprise

(l) Using internet resources for personal use (for example MYSPACE, FACEBOOK, CRAIGSLIST, TWITTER AND ONLINE CHATTING)

C. Right to Monitor

The MPO reserves the right to monitor Internet communication and activity at any time, without prior notice, and to access and examine information in an employee's computer at any time to ensure that system is being used in accordance with these policies. Employees are hereby notified that their individual online or Internet activities may be automatically logged by a network surveillance system and later reviewed by authorized MPO personnel for compliance review purposes.

D. Violation of Policy

Violations of this policy may result in termination of access to the Internet, and may also result in disciplinary or legal action up to and including termination of employment, and/or criminal or civil penalties or other legal action against the employees.

3.27 MPO Equipment

Circumstances will be reviewed on a case-by-case event if MPO equipment is lost, damaged or stolen to determine if the employee will be held liable for its replacement or repair. If equipment is lost, damaged or stolen due to negligence or intentional destruction the employee will be held liable up to an amount which equals the applicable insurance coverage deductible or the equipment value, whichever is less.

3.28 Computer Software

The Lee County MPO purchases and licenses certain computer software for business purposes, does not own the copyright to the software and follows the authorized use. Employees shall not load any software not purchased by the Lee MPO on their computers. This includes downloading files from the Internet such as screen savers, games, music, etc. The screen saver password must be enabled at all time and set to less than thirty (30) minutes. Employees should not share their user ID's or their passwords.

3.29 Compliance with Law

MPO employees are expected to comply with any and all federal, state and local law while on and off duty. If any provision herein conflicts with any federal, state and/or local law, the conflicting policy provision shall be superseded by such law.

3.30 Compliance with and Enforcement of Policies of the MPO

MPO employees shall comply with and enforce any and all policies of the MPO while on and off duty. If any policy of the MPO conflicts with any federal, state and/or local law, the conflicting policy provision shall be superseded by such law.

3.31 Discipline The Director may discipline MPO employees for such reasons to include, but not limited to, violation of established policies, violation of law, failure to perform duties, failure to follow directives, damage to MPO property. Discipline may include, but not be limited to, counseling, written reprimand, suspension without pay, and termination of employment.

3.32 Americans with Disabilities Act of 1990

The MPO is committed to complying with all applicable provisions of the Americans with Disabilities Act (the "ADA"). It is the MPO's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability. Consistent with this policy of non-discrimination, the MPO will provide reasonable accommodations to a qualified individual with a disability, as defined in the ADA, who has made the MPO aware of his or her disability, provided such accommodation does not constitute an undue hardship to the MPO. The MPO is also

committed to not discriminating against any person who is related to or associated with a person with a disability. This policy is neither exhaustive nor exclusive. The MPO will take all other actions necessary, to ensure equal opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

Any employee or job applicant who has questions regarding this policy or believes that he/she has been discriminated against based on a disability may notify the ADA contact. All such inquiries or complaints will be treated as confidential, and will only be disclosed on a need-to-know basis.

3.33 Discrimination and Harassment

A. Generally

It is the policy of the MPO that all employees enjoy a work environment free from discrimination and/or harassment. Discrimination and harassment are forms of misconduct which undermine the integrity of the employment relationship, lower morale, and interfere with work effectiveness. This directive applies equally to any discrimination or harassment based on race, gender, national origin, religion, age, disability, marital status, or any other legally protected status. Discrimination and harassment are illegal and will not be tolerated.

It is expected that all employees act responsibly in fulfilling the MPO's commitment to working in an environment totally free of discrimination and/or harassment. To that end, it is also expected that employees will prudently avail themselves of the mechanisms provided by this directive. To the extent any provision of this directive is inconsistent with any other MPO personnel policy or directive, the provisions of this directive will control with respect to claims of discrimination and/or harassment.

It is the responsibility of all staff to insure that discrimination and/or harassment does not take place. At a minimum, the Director is required to immediately correct any problems that may arise. The Director is responsible for maintaining a work environment that is free from discrimination and/or harassment, as well as any other conduct which creates a hostile work environment for any individual.

The MPO recognizes that invalid, unfounded or false accusations of discrimination and/or harassment can have serious effects on innocent individuals. Therefore, the MPO shall thoroughly, and as confidentially as possible, investigate any and all complaints of discrimination and/or harassment to determine the most appropriate disposition.

Harassment and discrimination participants fall into three categories: the alleged offender, the alleged victim and any witnesses. Any of the three can be found in violation of this directive. Violation of this directive includes participating in discriminatory and/or harassing practices, permitting subordinate employees to engage in such practices, filing false charges or malicious complaints, or retaliating against employees who report instances of discrimination and/or harassment. This directive constitutes a "zero tolerance" policy. Appropriate disciplinary action shall be taken against any and all individuals who violate this directive. In accordance with the MPO's existing progressive discipline policy, any violation of

this policy shall constitute an offense for which disciplinary action may include immediate termination from employment.

B. Unlawful Harassment-Generally

MPO employees shall not commit acts of sexual or other unlawful harassment and shall not create, or cause to be created, a hostile work environment in the performance of their work for the MPO.

The MPO does not and will not tolerate harassment of MPO employees. The term "harassment" includes but is not limited to, slurs, jokes, and other verbal, graphic, or physical conduct relating to an individual's race, color, sex, religion, national origin, citizenship, age, or disability. "Harassment" also includes sexual advances, requests for sexual favors, unwelcome or offensive touching, unnecessary comments as to another's sexual preferences or behavior, and other verbal, graphic, written (e.g., e-mails or text messages) or physical conduct of a sexual nature.

No employee should be subjected to derogatory verbal or nonverbal references regarding his or her race, gender, national origin, religion, age, disability, or any other legally protected status. No employee, male or female, should be subjected to unsolicited, offensive and unwelcome sexual overtures or conduct (verbal or physical). Such conduct, whether committed by supervisors or non-supervisory personnel, is specifically prohibited by state and federal law, as well as by this directive.

C. Sexual Harassment

Sexual harassment refers to unwelcome behavior of a sexual nature that is personally offensive, deliberate and repeated. It includes sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Such harassment may be verbal, nonverbal or physical, and is illegal when:

- (a) Submission to such conduct is made implicitly either a term or condition of employment;
- (b) Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting the individual; and/or
- (c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior which is not welcome, which is personally offensive, which debilitates morale, and which interferes with work effectiveness. Some behavior that may be acceptable in social settings is not appropriate in the work place and is considered insulting and demeaning to the victim. In addition, no one should imply, joke about, or threaten that an applicant or individual's employment, assignment, compensation, advancement, career development or any other term or condition of employment is subject to submission or acquiescence to sexual harassment.

Acts of sexual or other unlawful harassment or that give rise to a hostile work environment shall be immediately reported to the Director by anyone who has knowledge of such activities. Complaints of harassment will be investigated promptly and in as confidential a manner as permitted by law.

Any MPO employee bringing a complaint of harassment or assisting in the investigation of such a complaint will not be adversely affected in terms and conditions of employment. Nor shall any employee take any action against a complainant that is intended to discourage the complaint. Retaliation by any MPO employee against the complainant could result in disciplinary action, up to, and including, termination.

D. Complaint Procedure

The following procedures should be followed when an employee thinks he or she is the victim of discrimination and/or harassment:

(a) Step One

Anyone who believes that he or she may have been subjected to discrimination and/or harassment should, whenever reasonably possible, first inform the offending party that such behavior is offensive and will not be tolerated.

(b) Step Two

An employee who believes that he or she is the victim of sexual harassment or that he/she is being unreasonably interfered with by such conduct is required to promptly report the conduct to the Director, without fear of reprisal. "Promptly" means within five (5) business days of the event giving rise to the employee's complaint.

(c) Step Three

The employee may file a formal, written complaint to the Director. A form for the filing of such complaints, which should be used in all but the most exceptional circumstances, is available from the Director.

If the Director is the offending party, the employee may file the written complaint directly with the Board Chair.

(d) Step Four

If an employee notifies the Director of such a problem, the Director shall notify shall provide a copy of the complaint form submitted by the employee to the MPO Attorney and Human Resources representative.

E. Investigation of Complaints

Complaints will be investigated in as confidential and timely a manner as possible and in accordance with the Public Records Law, 119.07, Florida Statutes. Information concerning an active complaint will

not be released by the MPO to third parties or to anyone within the MPO who is not directly involved in the investigation, except as may otherwise be required by law or by a court of competent jurisdiction. The purpose of this provision is to protect the confidentiality of an employee who files a complaint, to encourage the reporting of all instances, and to protect the reputation of any employee charged with discrimination and/or harassment. All participants involved in an investigation are expected to maintain their involvement in or discussion of the investigation confidential, except insofar as disclosure is required in obtaining or being represented by legal counsel. The failure to abide by this confidentiality requirement constitutes a violation of this directive.

Disciplinary action taken as a result of discrimination or harassment will become part of the personnel file of the offending employee and is subject to disclosure pursuant to Public Records Law.

The investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. Tape recorded statements may be taken of any or all of the individuals involved. All employees will be guaranteed fair and impartial treatment, and shall be protected from coercion, intimidation, interference or discrimination for filing a complaint or participating in an investigation.

A determination will be made as to whether a complaint is sustained, not sustained or unsubstantiated. A complaint is sustained when there is sufficient evidence presented to reasonably establish that the allegations or charges made are true. A complaint is not sustained when there is sufficient evidence presented to reasonably determine that the allegations or charges made are not true. Finally, a complaint is unsubstantiated when there is insufficient evidence presented to reasonably determine whether the allegations or charges are true or false.

If a complaint is sustained, the offender will be subject to disciplinary action which may include termination from employment. Any supervisor is under a continuing duty to take immediate

Remedial action to stop or prevent discrimination and/or harassment. If the supervisor fails to take such action, and the misconduct was known, or should have been known, to him or her, the supervisor in question shall be terminated from employment. Even if the investigation fails to disclose the existence of any discrimination or harassment, the MPO reserves the right to nonetheless take action. Such action may include counseling, a reminder of the MPO's directive, or a written warning. Additional mandatory training will be provided if, in the MPO's discretion, such training is necessary.

F. Follow Up

Once an investigation has been concluded, the MPO will continue to monitor the employees involved in discrimination or harassment complaints to ensure that no future incidents of discrimination or harassment occur.

G. Retaliation

The Policy prohibits retaliation against employees who bring complaints of discrimination and/or harassment or who assist in investigating such complaints. Any employee bringing a complaint of

discrimination or harassment or assisting in the investigation will not be adversely affected in terms and conditions of employment. Nor shall any employee take any action against a complainant that is intended to discourage the complaint. Retaliation by any employee against the complainant could result in disciplinary action, up to, and including, termination.

SECTION 4: BENEFITS

4.1 Holidays

The MPO Board approves holidays and determines when they will be observed. At the present time the organization will observe the following holidays:

The days listed below are designated as official Lee County MPO holidays:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve Day (half day; holiday will commence at 1:00 p.m.)

Christmas Day

If one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday. If one of the above holidays falls on a Sunday, it shall be observed on the following Monday. If Christmas Eve Day falls on a Friday, it shall be observed on that day and the corresponding Christmas Day holiday shall be observed on the following Monday.

4.2 Medical Insurance

The MPO will pay a portion of coverage for the employee and dependent coverage. The percentage paid by the MPO is evaluated annually and is subject to change.

4.3 Disability Insurance

The MPO will provide to each MPO employee, at the MPO's expense, long-term disability insurance in an amount equal to the MPO employee's salary, to the extent permitted by law, during any disability which the Employee may incur. Where a waiting period is provided within a policy, the MPO employee may use accrued Paid Time Off (see section 5.1) during the waiting period.

4.4 Life Insurance

The MPO will provide to each MPO employee, at the MPO's expense, life insurance equal to their base annual earnings. The value of employer provided group term life up to \$50,000 is excluded from an employee's income. The value of coverage exceeding \$50,000 must be included in an employee's income and is subject to social security and Medicare taxes, but is not subject to federal income tax withholding. The employee must pay the federal income tax owed with his or her personal income tax return. Included in the Group life Insurance is an Accidental Death and Dismemberment policy. The Lee County MPO pays the total cost of this benefit.

4.5 Continuation of Group Health Insurance Coverage

Employees and their dependents ("qualifying beneficiary") who would otherwise lose insurance coverage in any MPO's sponsored group health plan because of a "qualifying event" are eligible for continuation coverage under the MPO's group policy pursuant to the Florida Health Insurance Coverage Continuation Act ("Mini-COBRA"). Mini-COBRA applies to employers employing fewer than 20 eligible employees.

The law provides continuation coverage equal to the coverage applicable to active employees for a limited time period. However, under the law, employees must pay the full premium amount plus an administrative fee (which may be up to 115% of the group rate).

"Qualified beneficiary" includes:

- (a) A covered employee, except if the employee is terminated for gross misconduct;
- (b) The spouse of the covered employee;
- (c) The dependent child of the covered employee.

"Qualifying events" include the following:

- (a) A covered employee's termination of employment for any reason other than gross misconduct;
- (b) A covered employee's hours are reduced to fewer than the number of hours required for coverage under the plans;
- (c) A covered employee's death;
- (d) A covered employee's legal separation or divorce from their spouse;
- (e) A covered employee becomes entitled to Medicare; or

(f) A covered dependent child ceases to qualify as dependent under the terms of the plan.

If either the employee or their dependent children elect to continue coverage through the MPO's Group Insurance Plan, the continuation coverage will be identical to the coverage provided all other employees and dependents covered by the plans for whom a qualifying event has not occurred. No evidence of insurability will be required in order to continue coverage.

The maximum continuation period for a qualified beneficiary is 18 months, except in the event of total disability; in which case, up to 29 months can be granted. Continuation coverage will be terminated before the end of the maximum period of continuation coverage and cannot be reinstated for any covered person if the following occur:

- (a) Payment for the coverage is not received on a timely basis;
- (b) The maximum continuation period ends;
- (c) They become covered by another group plan through employment;
- (d) They become entitled to Medicare benefits; or
- (e) The MPO ceases to provide the coverage for any employee.

The qualified beneficiary must give written notice to the insurance carrier within 63 days after the occurrence of a qualifying event.

The insurer, not the MPO, is responsible for complying with the laws notice requirements. Concerned employees and retirees should contact the Executive Director or designee for additional detailed information concerning cost, election, conversion and notice provisions.

Continuation of benefit provisions are subject to changes in state or federal law.

4.6 Pension Plan

Employees are members of the Florida Retirement System (FRS) pension plan. For plan benefits employees are directed to review the information available on the FRS web site or to contact the FRS Pension Plan Administrator. Should FRS be amended to authorize mandatory or permissive employee contributions, the MPO intends to require and/or permit its employees to make such contributions to the FRS pension plan.

4.7. Employee Assistance Program

The MPO does not offer an employee assistance program at this time.

4.8 Professional Organizations

The MPO will pay the cost of membership in professional organizations if that membership is necessary to achieve MPO tasks and goals, at the discretion of the Director.

4.9 Workers' Compensation

All MPO employees are covered under Workers' Compensation. Such coverage begins immediately upon employment. All injuries, no matter how minor they appear, must be reported to the employee's immediate supervisor.

If an on-the-job injury requires medical treatment, it must be reported immediately to the Director, or designee, who will complete the necessary paperwork to be submitted to the designated insurance company who will process it with the State Bureau of Workers' Compensation.

If the work related injury requires the employee to miss work for an extended period of time, Workers Compensation benefits are available to the affected employee. Florida Statute 440.12(1) provides that no Workers' Compensation payments are allowed for the first seven (7) days of a disability claim; however, if the injury results in disability of more than twenty-one (21) days, compensation shall be allowed from the commencement of the disability. Florida Statute 440.12(2) defines the claim benefit available. Employees do not earn PTO while on Workers' Compensation. In addition, payroll deductions are not allowed while on Workers' Compensation. Employees should make arrangements to pay for benefits normally provided through payroll deductions or these benefits may be lost (health insurance, etc.).

Employees returning to work from an industrial disability must present written evidence from their physician which gives the medical diagnosis of the industrial disability and certifies their ability to resume their duties.

SECTION 5: LEAVES OF ABSENCE

5.1 Paid Time Off (PTO)

Regular full-time and regular part-time employees earn Paid Time Off ("PTO"). Temporary employees, contract employees, interns and part-time employees are not eligible to earn personal leave. PTO is intended for vacations, illnesses other than those covered by long-term disability and other needs. PTO leave shall be accrued on an hourly basis per bi-weekly pay period based on the number of years in the FRS without a break in service. The following accrual rates apply:

Continuous and Credible Service Paid Time Off per Bi-Weekly Pay Period

Up to five (5) years Eight (8) hours

Five (5) years to ten (10) years Nine (9) hours

Over ten (10) years Ten (10) hours

PTO off is earned based on hours worked, as leave must be fully earned and posted to the employee's account before it can be taken. Thus, employees cannot take leave in the same pay period in which the leave is earned.

- 1) MPO Employees may use credited PTO for any purpose (i.e., vacation, hospitalization, illness, family emergency, personal business, etc.). Employees may take only that amount of leave that has been credited to them. Use of uncredited personal time off will not be authorized even though the leave would have posted by the end of the pay period. Leave will be accrued per pay period.
 - 2) MPO employees shall notify the Director of their absence due to illness within the first 30 minutes of the scheduled work day.
 - 3) MPO employees who have been absent for an extended period of time due to illness may be required to present correspondence from a physician stating that they are able to return to work and under what conditions/limitations, if any.
 - 4) Precedence in choosing a vacation period should be governed normally by job seniority but must be at a period approved by the Director in keeping with the needs of the Lee County MPO.
 - 5) Normally vacation is limited to no more than two (2) consecutive weeks. Special approval of the Director is needed for PTO that will exceed two (2) consecutive weeks and must be coordinated to ensure the efficient operation of the Lee County MPO.
 - 6) Holidays occurring while an employee is on PTO are to be counted as holidays, not personal leave.
 - 8) Employees retiring from the Lee County MPO shall be paid for his/her credited leave that has accrued up to their last day of employment up to a cap of 200 hours.
 - 10) Inclement weather conditions, fires or power failures that result in the employee being late or absent from work will result in use of PTO unless the entire office is closed or opening late. When the office is officially closed due to emergency conditions, the time off from scheduled work will be paid without requiring the use of PTO.
 - 11) Religious Holidays may be observed by employees if the PTO is approved by the Director.
 - 12) In case of death of an employee, payment for unused personal time off up to a cap of 200 hours shall be made to the employee's beneficiary, estate or as provided by law.
 - 13) It shall be the Office Manager's responsibility to keep accurate and up-to-date personal leave records on each employee. Annotations for personal leave used must also be made by the employee on their timesheets.
 - 14) The accrual cap for PTO is 200 hours. Once an employee accrues 200 hours of PTO, he/she shall not accrue any additional PTO. An employee who reaches this accrual cap will only begin to accrue additional PTO if his/her use of PTO takes his/her PTO balance below 200 hours.
- Employees who terminate prior to completing six (6) months will not be paid for any accrued personal time off. An employee does not accrue personal time off for any period in which said employee is on any unpaid status.

5.2 Jury Duty

MPO employees called for jury duty shall notify the Executive Director of same, and shall be paid their regular earnings while serving on jury duty.

5.3 Family and Medical Leave

The MPO recognizes that a MPO employee may need to be absent from work for family and/or medical reasons. Although the MPO does not employ the requisite number of employees (i.e., 50 employees) necessary for its employees to be entitled to protected leave under the federal Family and Medical Leave Act (FMLA), the MPO intends to grant unpaid leaves in accordance with the requirements of applicable state and federal laws including FMLA in effect at the time the leave is granted.

A. Eligibility

To be eligible for a leave of absence under the FMLA, a MPO employee must: (a) have been employed by the MPO for at least 12 months; and (b) have worked at least 1,250 hours in the previous 12 months.

Only hours actually worked are counted towards the 1,250-hour requirement. Paid leave of any kind does not constitute "hours worked."

B. Reasons for Taking Leave

A MPO employee may request FMLA leave for any of the following reasons:

- (a) to care for your child after birth or after a child is placed with you for adoption or foster care within the 12 months following birth or placement;
- (b) to care for your spouse, son or daughter, or parent, who has a serious health condition; or
- (c) for your own serious health condition which makes you unable to perform your job duties.

C. Serious Health Condition

"Serious health condition" is defined by law and includes, but is not limited to:

- (a) Any period of incapacitation or treatment connected with inpatient care i.e., an overnight stay in a hospital, hospice or residential medical care facility, and any period of incapacitation or subsequent treatment in connection with such inpatient care;
- (b) "Continuing treatment" by a healthcare provider, which includes a period of incapacitation (i.e., inability to work, attend school or perform other regular daily activities of four or more consecutive calendar days); or
- (c) Any period of incapacitation due to pregnancy or for prenatal care.

Conditions such as the common cold, the flu, ear aches, upset stomachs, minor ulcers, muscle strains or soreness, headaches other than migraines, routine dental or orthodontia problems, periodontal disease,

etc., are examples of conditions which generally do not satisfy the definition of “serious health condition” absent additional medical complications.

D. Length of Leave Allowed

The maximum time a MPO employee is allowed to take leave, if eligible, is 12 workweeks in a 12-month period. The MPO will use a “rolling” 12-month period measured backward from the date the Employee begins a leave to determine how much leave time is available to such Employee, unless another calculation is required by law. Under some circumstances, MPO employees may take family/medical leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. For purposes of record keeping, FMLA leave requests shall be for a period of not less than one (1) hour increments, and additional increments shall be in not less than one (1) hour.

E. Medical Certification

The MPO requires medical certification if a MPO employee requests leave because of his/her own or a family member’s serious medical condition. The MPO may also require a second or third medical opinion regarding the Employee’s own serious health condition at the MPO’s expense.

F. Job Benefits and Protection

During an approved leave under this section, a MPO employee must continue to pay his/her portion of any premium payments for medical, vision, dental, life and long-term disability insurance for his/herself or his/her dependents on the same terms as if the Employee had continued working. If a MPO employee does not return to work from a leave allowed by this policy, such MPO employee will be required to repay to the MPO the premium amounts that the MPO paid during the MPO employee’s leave and the MPO is entitled to take legal action to recover such payments if necessary.

G. Reinstatement

Under most circumstances, upon submitting an acceptable healthcare provider release to return to work from family/medical leave, a MPO employee will be reinstated to the same job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, a MPO employee has no greater right to continued employment or reinstatement than if the MPO employee had been continuously employed. For example, employment may be terminated in conjunction with layoff or job elimination during a leave the same as if the MPO employee was not on a leave.

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered part of the 12 workweek leave entitlement.

A MPO employee taking leave under this section shall notify the Executive Director at least two weeks prior to the end of such leave of his/her availability to return to work. A MPO employee’s failure to return from a leave or to contact the Executive Director on the scheduled date of return may be considered an employee-initiated termination.

H. Pay Status During Leave

Leave under the FMLA is unpaid. MPO employees shall be required to exhaust available accrued paid leave as part of the 12 weeks provided by the FMLA. The MPO has the right to inquire of any MPO employee the purpose underlying use of paid leave in order to determine if the leave is being used for an FMLA qualifying purpose. A MPO employee must make a reasonable effort to schedule foreseeable FMLA leave so as to avoid unduly disrupting the MPO's operations. Any leave taken under a disability plan (whether present or future) for an FMLA qualifying reason shall also be counted against the MPO employee's 12-week entitlement under the FMLA. It is the MPO's responsibility in most circumstances to designate leave, whether paid or unpaid, as FMLA-qualifying leave based on information provided by the Employee before or during the leave period. Consequently, the MPO Executive Director, or designee, may request substantiating documentation from the Employee in order to determine whether the employee qualifies for FMLA leave. Under limited circumstances, the MPO may designate paid leave as FMLA leave shortly after an Employee's return to work.

I. Requesting Family and Medical Leave

MPO employees should contact the Executive Director as soon as they become aware of the need for family/medical leave.

The following procedure will apply when requests for family/medical leave are made:

(a) If the event necessitating the leave becomes known to the Employee more than 30 calendar days before the need for leave, the MPO employee must provide notice as soon as they learn of the need for leave, and the leave request must be submitted in writing at least 30 days before the time the leave is needed.

If the need for leave is not foreseeable, the MPO employee must provide as much advance notice as possible, with a written notice no later than five working days after learning of the need for leave.

If the leave is needed for a planned medical treatment or supervision, the MPO employee must make a reasonable effort to schedule the treatment or supervision to avoid disruption to the MPO's operations, subject to the approval of the healthcare provider of the individual requiring the treatment or supervision.

Failure to provide reasonable notice when need for leave is foreseeable may result in the denial of leave for a reasonable period.

(b) If the leave is needed to care for a sick child, spouse, or parent, or if leave is needed because of your serious health condition, the Employee must return a completed certification of Health Care Provider form within 15 calendar days. If a completed form is not returned within 15 days, then the leave will be denied.

(c) In cases where both spouses are employed by the MPO and the leave requested is for the birth, adoption or foster care of a child, the MPO will not grant more than 12 workweeks total of family/medical leave.

The MPO may require recertification from the healthcare provider in certain circumstances.

The MPO will require certification by the MPO employee's healthcare provider that the MPO employee is fit to return to their job. Failure by the MPO employee to provide certification by the healthcare provider of the Employee's fitness to return to work will result in the Employee's being denied reinstatement until such time as the certification is obtained.

The MPO will review the request for approval. Decisions will take into account staffing, seasonal deadlines, economic conditions, scheduling, as well as other operational considerations.

J. Additional Military Leave Entitlement (Injured Service member Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12 month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single 12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12 month period. The single 12 month period begins on the first day an eligible employee takes leave to care for the injured service member.

A "covered service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness as defined in the FMLA regulations.

5.4 Leave for Victims of Domestic Violence

An employee who is a victim of domestic violence or has a family or household member who is a victim of domestic violence may take up to three working days of paid leave time within a 12- month period. Family or household member is defined as spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married.

Employees may use the leave time to:

- (a) seek an injunction for protection against domestic violence or an injunction for the protection in cases of repeat violence, dating violence, or sexual violence;
- (b) obtain medical care and/or medical health counseling for the employee, a family member, or household member to address physical or psychological injuries resulting from domestic violence;

(c) obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence; and/or

(d) make the employee's home secure from the perpetrator or seek new housing or escape the perpetrator.

5.5 Military Leave

Leave for active military service or for active state duty ("Active Military Leave") shall be granted in accordance with Chapter 115, Florida Statutes, and the Uniformed Services Employment and Reemployment Rights Act (the "USERRA"). Active military service as used herein shall signify active duty with any branch of the Florida defense force or federal service in training or on active duty with any branch of the Armed Forces or Reservists of the Armed Forces, the Florida National Guard, the Coast Guard of the United States, or other services as provided in Sections 115.08, 115.09 and 115.14, Florida Statutes.

MPO employees who are ordered to active military service shall be granted leave beginning with the date they are ordered to active military service, and ending on the date they are required under the USERRA to apply for re-employment.

Active Military Leave shall be with full pay and benefits for the first thirty (30) calendar days.

The MPO shall continue to provide all health insurance and other existing benefits to employees on Active Military Leave as required by the USERRA.

An eligible employee who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or member of the National Guard is entitled to leaves of absence from his/her respective duties, without loss of pay, for the first seventeen (17) working days of that training period in a calendar year in accordance with section 115.07, Florida Statutes. Any absence for training purposes in excess of seventeen (17) working days shall be charged to appropriate accrued paid leave, or to leave without pay if an employee has no such leave accumulated.

Lee County MPO

ACKNOWLEDGEMENT/RECEIPT OF PERSONNEL POLICY MANUAL

I have this day received a copy of the Lee County MPO Personnel Manual and I understand that I am responsible for reading the policies and practices described within. I understand that this Personnel Manual replaces any and all prior policies and practices of the MPO.

I agree to abide by the policies and procedures contained therein. I understand that the policies and benefits contained in this Policy Manual may be added to, deleted, or changed by the Lee County MPO at any time. I understand that neither this Personnel Manual nor any other written or verbal

communication by a management representative is intended to in any way create a contract of employment, and that this Policy Manual is for informational purposes only.

I also understand that the MPO abides by employment-at-will, which permits the MPO or the employee to terminate the employment relationship at any time, for any reason, with or without notice. The MPO will not modify their policy of employment-at-will in any case.

I understand that I am responsible for reading and following these procedures.

If I have any questions regarding the content or interpretation of this Personnel Manual, I will bring them to the attention of the Director.

NAME (Print)_____

DATE_____

EMPLOYEE SIGNATURE_____

Lee County Metropolitan Planning Organization (MPO)

Personnel Manual

November 2011

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SECTION 1: ADMINISTRATION OF THE POLICIES

1.1 Authority

1.2 Purpose

The purpose of the Personnel Manual is to document the terms and benefits of employment with the Lee County MPO to be accomplished in a consistent manner.

1.3 Applicability

These personnel rules and policies are applicable to all employees of the Lee County MPO. If any policy herein is in conflict with an Employment contract between the MPO and the MPO employee, the contract will take precedent. It shall not apply to non-employees, such as MPO Board members, advisory committee members or individuals retained or employed by the Lee County MPO in a contractual or vendor arrangement. However, the Rules of Work and Travel Policy shall apply to all employees, the Director, Board members, Advisory committee members, Interns and Temporary employees. The term "MPO" and "organization" shall be used interchangeably with Lee County MPO in this document. This document is not to be construed as creating a contract or expectation of employment for a definite term and an employee is free to terminate employment at any time, with or without notice for any reason, and the MPO retains the same right.

1.4 Implementation

The responsibility for implementing the provisions of this Manual is hereby vested in the Director, who shall report directly to the Board, or their designee, except as specifically designated within the rules. Policy direction is the responsibility of the MPO Board.

1.5 Amendments

Amendments to these procedures will be reviewed and approved by the MPO Board on an as-needed basis.

SECTION 2: EMPLOYMENT

2.1 At-Will Employment Status

All MPO employees are employed at-will, meaning that either the MPO or the employee may terminate the employment relationship at any time for any reason, with or without cause. Moreover, this personnel Manual for MPO employees is not intended to create either an expressed or implied contract for employment.

2.2 Disclaimer Statement

This Manual is only intended to be used as a reference guide during your employment with the MPO. It is the employee's responsibility to become familiar with and to follow the MPO's policies and

procedures and to contact the Director if you are uncertain about any information contained in this Manual.

Recognition of these rights and prerogatives is a term and condition of employment and continued employment. To the extent that there is a conflict between this Manual and any previous handbooks, procedures, policies or rules, this Manual controls. It is further understood that this “at will” employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by the MPO Board.

2.3 Equal Employment Opportunity

It is the policy of the MPO to promote and assure equal employment opportunity for all current and prospective employees without regard to race, color, age, sex, national origin, religion, marital status, sexual orientation, disability or other legally protected class. This policy governs all matters related to recruitment, advertising, and initial selection of employment. It shall also apply to all other aspects of employment, including, but not limited to, aspects of compensation, promotion, demotion, transfer, lay-offs, terminations, leave of absence, and training opportunities.

2.4 Loyalty

MPO employees are expected to be loyal to the MPO and not take positions, whether publicly or privately, that would be detrimental to the MPO or its interests.

2.5 Restriction on Employment of Relatives

A. Scope

It is the policy of the Lee County MPO to assure that all appointments and promotions by the MPO are made solely on an objective evaluation of ability, merit and/or fitness and are conducted in a non-discriminatory manner without regard to other factors, such as familial status. This policy applies to all MPO applicants for regular, temporary and part-time employment and present employees.

B. Authority

The MPO’s policy regarding the restriction on employment of relatives is based upon Section 112.3135 of the Florida Statutes which prohibits appointment, employment, promotion or advancement, of specified relatives by any public official who is vested with or delegated the authority to appoint, employ, promote or advance, or is in a position to recommend an individual for appointment, employment, promotion or advancement.

C. MPO Policy

The employment of relatives at certain levels of the MPO or in positions where one might have influence over the other’s status or job security is regarded as a potential violation of this policy. No family member (i.e., spouse, child, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, son/daughter-in-law, brother/sister-in-law, mother/father-in-law, step father/mother, step

son/daughter, step brother/sister, half brother/sister) of a MPO employee or elected official shall be employed by the MPO in a position in which they are directly supervised by a family member. No person shall be employed as an employee in the same department as a member of his or her family. Any employee who falls within the scope of this section by their relationship with another employee after they were hired is exempt from the provisions of this section provided the Director and MPO Board reviews the circumstance and determines that no conflict exists.

The Board may waive the provision of this section in the case of unforeseen and unusual circumstances that is in the best interest of the MPO. This section applies to all natural, adoptive, or step relationships.

2.6 Agreements and Contracts

Employees shall not enter into agreements or contracts on behalf of the MPO without the authorization of the Director.

2.7 Salary

Salary for MPO employees shall be set by the Director. Periodic salary reviews and adjustments are at the sole discretion of the Director. Salary is subject to funding being appropriated by the MPO Board within the MPO's budget(s).

2.8 Work Hours

The Director shall establish a work week consisting of forty (40) hours per week, excluding meal times. MPO employees are generally expected to be at work during the regularly established work week for their respective positions (which may vary depending on position, assignment and/or work location). However, MPO employees that are exempt from coverage under the Fair Labor Standards Act are expected to work as many hours in a given week as are necessary to complete that employee's assigned duties and responsibilities, regardless of the specific work hours assigned to that position by the Director.

SECTION 3: RULES OF WORK

3.1 Work Attire

MPO employees should dress in a professional manner consistent with good hygiene, safety and good taste. Employees whose jobs require them to come in contact with vendors, government officials or the public are expected to wear apparel consistent with that worn by persons dealing with the public in similar capacities. The MPO follows a business casual dress code Monday – Thursday unless circumstances dictate otherwise. Casual dress is permissible Friday, but must be governed by good personal judgment based on the individual employee's duties for the day.

3.2 Attendance and Tardiness

Regular attendance and punctuality by employees are considered essential ingredients in the continuing success of the MPO. Therefore, in order to insure fair, impartial, equitable and consistent treatment for

all employees, the MPO has instituted this attendance and tardiness policy. It is intended to reduce absenteeism and tardiness and thereby decrease unnecessary costs, increase efficiency and contribute to higher standards of quality in MPO customer service.

Employees are expected and required to be in attendance and prepared to work at their scheduled starting time and designated work locations during their assigned hours. Employees are also expected to remain at work for the entire work period excluding rest and meal periods. Late arrival, early departure, and other personal absences are disruptive and should be avoided.

An employee who is not at work when required or during scheduled hours shall be considered unexcused, unless such absence is approved by the Director or designee. Any unexcused absence is cause for discipline, up to and including termination. An employee who is absent without authorization for more than three (3) consecutive working days shall automatically be deemed to have resigned his or her position with the MPO without notice and shall forfeit his or her rights to any benefit.

The MPO recognizes that some absences may be unavoidable due to bona fide sickness or emergencies beyond the control of the employee, and the MPO has made reasonable provision for such occasions in this policy.

In cases of excessive tardiness, absences, failure to report to work as scheduled or abuse of leave policies, it may be necessary to correct such problems by counseling and other disciplinary action up to and including termination.

In the event an employee cannot report to work as scheduled or assigned, the employee must so notify his or her supervisor as early as possible but no later than one (1) hour before the start of his or her shift. It is the responsibility of the employee to make the call. Supervisors shall not accept calls from an employee's friends, family or co-workers unless an employee is physically unable to make the call, in which case such condition shall be medically documented.

In all cases of an employee's absence or tardiness, the employee shall provide management personnel with the truthful reason for the absence or tardiness and, if applicable, the probable duration of absence. If the duration of the absence cannot be readily ascertained, the absent employee will be required to call his or her supervisor daily to report on the status of his or her absence.

3.3. Professional Development

MPO employees are encouraged to participate in professional development activities of their respective disciplines. Payment or reimbursement for attendance of conferences, seminars, executive education, degree education, and the like shall require the prior written approval of the Director.

3.4 Travel

A. General Information

The Lee County MPO travel policy applies to all MPO employees and interns traveling on official business paid for by the Lee County MPO.

Employees and interns traveling on official business for the Lee County MPO are expected to use reasonably priced lodging accommodations with every effort being made to use a DEP designated Green Lodging hotel (or one under application for designation and they can be found at www.dep.state.fl.us/mainpage/programs/green_lodging.htm) and are required to use economy or tourist class air travel fares. Travelers must indicate on the Travel Form, No. 300-000-01 when a Green lodging hotel is used. If a traveler does not use a Green Lodging hotel, or one under application for designation, then justification explaining the reasons another facility was used must be included on the travel form. Justification should consider cost, location and other applicable factors. Under no circumstances are travelers on Lee County MPO business permitted to accept gratuitous upgrades to first class if the situation would conflict with the Code of Conduct Policy.

Pre-planning by management to obtain advance registration discount rates and minimizing the number of staff who will attend the same training session will contribute toward cost control.

Travel, whether by public transportation, privately owned automobile or a for-hire conveyance, shall be over the most direct, practical route. Any deviations from a direct route must be explained on the voucher and approved by the Director or designee.

B. Travel and Training Guidelines

All travel covered by this policy must be for the direct benefit of the Lee County MPO. All employees and interns are required to attend applicable training sessions offered during normal business hours and adhere to all travel and rules of conduct policies. Employees whose travel expenses will be reimbursed by an outside agency must so indicate on the appropriate FDOT Travel Form.

C. Travel Authorization

Travel during work hours for employees at the MPO's expense (except the Director) must be authorized in advance of travel by the MPO Director. The Director's overnight travel shall be approved by the Chair of the MPO. Specific expenses and/or conditions of travel must be pre-authorized by the designated official as described below:

- Car rental.
- Training to maintain professional certification or license, i.e., Continuing
- Professionals Education (CPE).
- Travel to meetings for positions held in a professional organization.
- Technical training necessary to complete the job assignment.
- General training for job performance enhancement.

In an emergency situation when the employee cannot obtain prior written authorization, verbal approval will be obtained, and travel documents shall be completed immediately upon the employee's return to work.

D. Pre and Post-Travel Accountability

Although travel costs have been included in the Lee County MPO budget, employees shall obtain written approval to travel, attend meetings, etc., before making any commitment to pay registration fees, to purchase a transportation ticket or to incur any other cost. Each employee shall complete a FDOT Travel Form (Form 300-000-01; Page One) for estimated individual expenses and submit it to the appropriate authorizing official. A meeting program or brochure shall be attached to the travel authorization request. In no event shall a travel form be submitted for approval unless funds to pay the proposed travel are available in the applicable UPWP Task.

When the travel form has been approved and funds certified as available, the employee or intern is then authorized to be absent from work, to incur expense and to be reimbursed, (but not in excess of travel request form), and to initiate invoices to prepay room deposits, registration or tuition fees, and tickets on common carriers.

Within ten (10) business days of completing travel the employee will submit the FDOT Travel Form (DFS-C1-500). Receipts for hotels, public transportation, convention registration fees, car rental, tolls, and similar items must be attached to the appropriate reimbursement form. All items for which a receipt cannot or was not obtained must be explained in writing. Any item without a receipt, other than straight per diem for meals at the FDOT rates, is subject to denial. Miscellaneous expenses must be itemized. Completed forms should be submitted to the Director or the Board Chairman or Vice Chairman as the authorizing official.

S/he should review the forms before approving and obtain explanation on any questionable item. If costs exceed the amount of expense authorized by the appropriate official, and the traveler requests reimbursement for the additional amount, the authorizing official should provide a complete explanation and a recommendation to the Director or designee. All forms must be submitted to the Director or designee, within ten (10) working days of completing travel. The Director, or his/her designee, will review the expenses for acceptability. If additional information is needed for approval, the form shall be returned to the traveler for revision.

E. Transportation

Travelers are expected to use the travel mode that is most advantageous to the MPO. This would include using bus or airport van service to and from terminals or extended parking at terminals versus use of a common carrier. The traveler is permitted mileage from point of departure (home or work location) whichever one is the shorter distance.

F. Private Vehicles

Whenever travel is by a privately owned vehicle, the traveler shall be entitled to a mileage allowance at the prevailing FDOT rate. Where two or more authorized persons travel in one private vehicle, only the person supplying the vehicle shall receive transportation reimbursement. For travel, mileage shall be allowed per the DOT's Official Highway Mileage. Vicinity mileage necessary for the conduct of official

business is allowable, but must be shown as a separate item on the expense voucher. Employees deviating from the most direct route will have to bear the extra cost. By order of the Governor, no employee will drive a vehicle without first fastening his/her seat belt and ensure that the other occupants also comply.

G. Taxicabs

Reimbursement for taxicabs to and from airports, train stations, etc., will be made only when receipts are provided.

H. Car Rentals

Prior approval must be received from the appropriate official if the traveler must rent a car. Car rentals must be mid-size or smaller. Any upgrades must be paid by the traveler and will not be reimbursed by the MPO. Individuals on MPO business who rent vehicles shall purchase rental insurance.

I. Airline

Airline reservations may be acquired if approved by the appropriate official and should be made with at least a 14 day advance purchase for better pricing. Air travelers shall attach their boarding passes and ticket stub to the appropriate reimbursement form for final accountability.

J. Reimbursable Local Travel

Travelers within a distance of eighty miles shall not be reimbursed for lodging unless extenuating circumstances exist and then only when justifiable cause is documented in writing and pre-approved by the Director. Employees must complete the FDOT Travel Form (Form 300-000-01; Page Two A) to be reimbursed for local travel mileage. Reimbursement shall be at the prevailing FDOT rate if the expense is reimbursable to FDOT.

K. Lodging

Expenses may vary in different areas traveled to, but all expenditures must be reasonable. The approving official is responsible for the reasonableness of amounts authorized. Any excessive charges will be subject to denial at the Director's discretion.

When traveling in the State of Florida, the advance check should be made payable to the hotel, motel, lodge, etc., to ensure exemption of sales tax. When lodging is not paid in advance, the traveler must seek exemption from tax on hotel room rentals. All travelers will be provided a Tax Exempt Certificate. If the hotel does not honor the tax exemption, please indicate on your travel form that the certificate was presented to the hotel but was denied. Sales tax reimbursement may be denied to the employee if exemption was available.

L. Meals

Employees who engage in daily, routine travel are not reimbursed for meals. Reimbursement for meals and tips without receipts is based on FDOT guidelines that follow F.S. 112.061. Alcoholic beverages are not reimbursable. Same day travel by employees or interns allows reimbursement for reasonable meal expenses. There are also time guidelines for meal allowances, that is, travel must start or finish by certain times for a meal allowance; a traveler is not allowed to be reimbursed on a per diem basis for same day travel. Current rates and time guidelines are based on FDOT guidelines that follow F.S. 112.061

A daily per diem rate based on FDOT guidelines that follow F.S. 112.061, in lieu of the meals and tips may be authorized by the Director provided that the per diem rate per day does not exceed the amount permitted for meals and tips. If breakfast, lunch or dinner is provided by the airline, hotel, seminar, etc., then the daily per diem rate will not be an option. If meals are provided, such as those included as part of hotel registration, by an airline or as part of a seminar, it should be noted on the reimbursement form as meals furnished. No one shall be reimbursed for any meal, lodging or other expense included in a fee paid by the MPO.

M. Other

Registration fees for functions related to Lee County MPO business may be reimbursed when an employee is expected to attend due to the nature of the position. Any travel over eighty miles by personal or rental vehicle requires prior written approval by the Director. Approval to use a personal or rented vehicle provides the traveler(s) a substitute for an airline ticket; therefore, "en-route" expenses other than gasoline/vehicle expense will not be reimbursed, and mileage cost beyond the cost of economy or coach airfare will not be reimbursed. Travel time in excess of the most advantageous mode of travel to the Lee County MPO will be chargeable as personal time off to the employee(s).

Unallowable expenses include dry cleaning, laundry, toiletries, newspapers, movies, etc.

3.5 Personal Property

The MPO shall not be responsible for the personal property of MPO employees.

3.6 Reporting Contact Changes

MPO employees shall notify the Director of changes of home address, home and cellular telephone numbers immediately upon such changes occurring.

3.7 Conflicting Outside Employment or Enterprise

MPO employees shall not engage in any outside employment or enterprise without the prior written approval of the Director. Such approval is at the sole discretion of the Director, and if given, may be withdrawn at any time with or without cause.

3.8 Political Participation

While on duty, MPO employees shall refrain from all political activities which undermine public confidence in professional administrators.

3.9 Financial Disclosure

MPO employees shall comply with financial disclosure as provided in Florida Statute(s) when and where applicable.

3.10 Gifts

MPO employees shall not accept gifts, either monetary or non-monetary, as consideration for the performance of their duties or that are intended to influence them in the performance of their duties (gifts shall be returned to sender).

3.11 Discounts

MPO employees shall not solicit discounts for goods or services as a result of their position with the MPO other than those discounts that are available to the general public. In addition, MPO employees shall not accept discounts for goods or services as consideration of the performance of their duties or that are intended to influence them in the performance of their duties.

3.12 Fundraising

MPO Employees shall not raise funds for any purpose from those who have contracts with the MPO, or others as a result of their position with the MPO.

3.13 Disclosure of Information

MPO employees shall not furnish or use MPO information that is not available to the general public for personal advantage. This does not limit, hinder or prevent disclosure of such information in performing official duties by those employees specifically charged with such responsibilities or so designated.

3.14. Solicitations

The MPO may limit solicitation in the office by any organization or individuals, whether or not members of our staff, unless prior approval is given by the Director. The MPO recognizes that employees have interests in events and organizations outside the workplace. Employees may not solicit or distribute literature related to these activities during working hours. The MPO bulletin boards and website are for displaying MPO business information and other organization data. Posting written solicitations is restricted.

3.15. Media

All inquiries should be directed to the Director or designee. If unavailable, take the party's name, affiliation and phone number and assure him/her that the call will be returned as soon as possible.

3.16 Communications

The organization is responsible for transportation planning and prioritizing in Lee County. The organization interfaces with the Federal Transit Administration; the Federal Highway Administration; the Florida Department of Transportation; many federal, state and local representatives; and the residents of the aforementioned counties. Effective communication is necessary for the organization to be successful in its mission.

3.17 Conduct Unbecoming of MPO Employees

MPO employees shall refrain from conduct that is unbecoming of their association with the MPO. Such conduct includes, but is not limited to, conduct that would damage the reputation of the MPO or be detrimental to the interests of the MPO.

3.18 Drugs and Alcohol

MPO employees are prohibited from using or being under the influence of alcohol and nonprescription drugs during their regular working hours. The use of prescription drugs by Employees shall be limited to the named individual, the prescribed dosage, and the strict observance of all precautions on the container's label.

3.19 Drug Free Workplace

A. Policy

It is the MPO's intent to maintain a "drug free" workplace pursuant to Fla. Stat. Ann. § 112.0455. The MPO prohibits the consumption, possession, manufacture, distribution, dispensing or being under the influence of alcoholic beverages or controlled substances, as described in Florida Statute Chapter 893, during working hours.

The purposes of this policy are as follows:

- (a) To establish and maintain a safe, healthy working environment for all employees;
- (b) To ensure the reputation of the MPO and its employees as good, responsible citizens worthy of the responsibilities entrusted to them;
- (c) To reduce the incidence of accidental injury; and
- (d) To provide assistance in rehabilitating any employee who seeks the MPO's help in overcoming an addiction to, dependence upon, or problem with alcohol or drugs.

Any employee, who feels that he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Rehabilitation and the cost thereof is the responsibility of the employee. Any employee seeking medical attention for alcoholism or drug addiction may use any accrued Paid Time Off for rehabilitation. The employee must provide certification that he or she is continuously enrolled and actively participating in a treatment program.

Upon successful completion of treatment, the employee will be returned to active status without reduction in pay.

Any employee suffering from an alcohol or drug problem who rejects treatment or who leaves a treatment program prior to being properly discharged will be immediately terminated. No employee will be eligible for an assistance program more than once. Any subsequent abuse of alcohol or illegal use of controlled substances will result in the immediate termination of the employee. Controlled substances are defined by regulation 21 CFR 1308.11 through 1308.15. Any employee believed to be under the influence of alcohol, illegal drugs, or controlled substances on the basis of reasonable suspicion will be suspended from work and be required to submit to a drug/alcohol screening and evaluation. If the screening reveals positive results, the employee shall seek an appropriate facility for treatment. The costs of such treatment shall be borne by the employee. A positive drug/alcohol screening result is considered a major infraction of MPO regulations. Refusal to submit to a drug/alcohol screening will result in dismissal.

No alcoholic beverages, illegal drugs, or controlled substances will be used while on the job. Violation will result in immediate termination of employment. Possession of illegal drugs or unlawful possession of controlled substances will also result in immediate termination of employment.

The illegal use of a controlled substance or possession of illegal drugs while off-duty will result in disciplinary action up to and including termination. The illegal sale, trade or delivery of controlled substances by an employee to another person is cause for termination and referral to law enforcement authorities. The "occasional" or "recreational" use of controlled substances will not be excused.

Applicants for employment will be required to submit to a pre-employment drug screen to detect possible current illegal use of controlled substances. Applicants whose examinations indicate current illegal use of controlled substances will not be hired. In addition, it is the MPO's desire to improve worker compensation cost control, increase productivity and safety, decrease absenteeism, decrease health care costs, and increase overall employee morale. The MPO is also a Drug and Alcohol Free Workplace pursuant to Chapter 440, Florida Statutes. As part of the Drug and Alcohol Free Workplace program, the MPO will reserve the right to require employees to submit to a drug and alcohol test when reasonable suspicion exists to believe that the employee may be using and/or abusing controlled substances, narcotic drugs or alcohol.

All current and/or future employees must notify the MPO in writing of his/her conviction for violating a criminal drug statute no later than five (5) calendar days after that conviction.

3.20 Firearms and Weapons

A. General

With the exception of sworn law enforcement officers, MPO employees while on official work duty for the MPO are prohibited from possessing, and/or carrying firearms or weapons on their persons,

concealed or otherwise, unless authorized by the Director. A threat to use a weapon or possession thereof, including any type of firearm, is not permitted in the workplace at any time.

B. Definition

For purposes of this section the following definitions shall apply:

(a) Official work duty shall mean the period which includes the time the employee enters the work area at the beginning of the work period to the time the employee leaves the work area at the end of the work period.

(b) Weapons and firearms shall mean all objects capable of being used to kill or inflict bodily harm when used for such purpose including, but not limited to any firearm, gun, pistol, rifle, sword, flammable agent, explosive device, or electric weapon. This definition includes any unsheathed knife that is used in a threatening manner or in any manner other than for official work duty.

C. Employee Responsibility

Any employee who becomes aware of another employee possessing an unauthorized weapon at the workplace should notify a supervisor immediately. The supervisor should contact the Director or the local Police Department, where appropriate. The local Police Department should determine the proper response to the situation and advise the supervisor and the Director of the appropriate action. Unauthorized possession of a firearm or weapon by an employee on duty is an offense of the most serious nature and will result in disciplinary action, up to and including termination of employment.

3.21 Smoking

Smoking is not allowed inside the Lee County MPO office and is only permitted at the designated areas of our lease space. Employees who violate this policy will be subject to disciplinary action, up to and including dismissal.

3.22 Criminal Background Check and Driving History

The MPO reserves the right to perform or cause to have performed a criminal background check and a driving history investigation of any MPO employee at any time.

3.23 Criminal Arrest or Conviction

MPO employees shall immediately notify the Director of their arrest or conviction of a criminal offense, whether a felony or misdemeanor no later than five (5) calendar days after that arrest or conviction.

3.24 Communication Devices

Communications devices, to include but not limited to computers, cell phones, Blackberry's or the like, that are assigned to MPO Employees are for the primary use of MPO business and de minimis personal use, and such devices shall not be used for outside employment or enterprise. Personal use is defined as all use which is not for the business of the MPO.

3.25 Electronic Mail

E-mail is a system of communication whereby written messages are electronically transmitted from one computer station to other computer stations. MPO personnel shall use the e-mail system primarily for work-related purposes. The MPO reserves the right to review and monitor employee e-mail to insure compliance with this policy. Employees found in violation of this policy shall be subject to disciplinary action.

3.26 Internet Use

A. Policy

Use of the internet on MPO computers on MPO time for non-MPO business should be kept to a minimum. Employees are further required to comply with the provisions set forth below:

1. Performance of Job Responsibilities

Employees should use the Internet to accomplish job responsibilities more effectively and for business and work-related communication only. Examples of job related responsibilities are: accessing external databases, searching online public access information, disseminating documents to individuals or groups, and gaining access to software user support information.

2. Professional Development

The Internet may be used to pursue professional and career development goals. Examples of appropriate use include: communicating with members of work related professional organizations, reviewing information on professional or career development topics.

3. Privacy and Confidential Information

Internet accounts are to be accessed only by the authorized user of the account. Confidentiality of passwords and user accounts must be protected. Employees must discontinue their Internet connection when leaving their PC. Individual users can be held accountable for use of an internet account by others. Employees will have no expectation of privacy in both sending and receiving electronic messages and information on the Internet. Employees on the Internet will respect the privacy of other users and will not intentionally seek information on, obtain copies of, or modify files, other data or passwords belonging to other users, or represent themselves as another user.

4. Copyright Laws

Employees must comply with copyright, licensing, contract, local, state, and federal licensing laws for materials, software and other media. In addition, employees should obtain appropriate approval prior to making information available via Internet services.

5. Security

Employees are prohibited from developing programs that harass other users or infiltrate a computer or computing system or that damage or alter software components of a computer or computing system.

6. Lawfulness

Transmitting any material in violation of any U.S., State or local law, ordinance, regulation or policy is prohibited. This policy prohibits unlawful or inappropriate communications, including but not limited to sexually, racially, or ethnically offensive comments, jokes, slurs, disparagement of, or threats to others.

B. Prohibited Uses of the Internet

(a) Illegal Activities

(b) Threats

(c) Harassment

(d) Slander

(e) Defamation

(f) Obscene, pornographic or suggestive images or offensive graphical images

(g) Political endorsements

(h) Commercial activities

(i) Using non-business software including games or entertainment software

(j) Downloading and installing programs without proper authorization

(k) Activities resulting in, or relating to, personal gain or for profit enterprise

(l) Using internet resources for personal use (for example MYSPACE, FACEBOOK, CRAIGSLIST, TWITTER AND ONLINE CHATTING)

C. Right to Monitor

The MPO reserves the right to monitor Internet communication and activity at any time, without prior notice, and to access and examine information in an employee's computer at any time to ensure that system is being used in accordance with these policies. Employees are hereby notified that their individual online or Internet activities may be automatically logged by a network surveillance system and later reviewed by authorized MPO personnel for compliance review purposes.

D. Violation of Policy

Violations of this policy may result in termination of access to the Internet, and may also result in disciplinary or legal action up to and including termination of employment, and/or criminal or civil penalties or other legal action against the employees.

3.27 MPO Equipment

Circumstances will be reviewed on a case-by-case event if MPO equipment is lost, damaged or stolen to determine if the employee will be held liable for its replacement or repair. If equipment is lost, damaged or stolen due to negligence or intentional destruction the employee will be held liable up to an amount which equals the applicable insurance coverage deductible or the equipment value, whichever is less.

3.28 Computer Software

The Lee County MPO purchases and licenses certain computer software for business purposes, does not own the copyright to the software and follows the authorized use. Employees shall not load any software not purchased by the Lee MPO on their computers. This includes downloading files from the Internet such as screen savers, games, music, etc. The screen saver password must be enabled at all time and set to less than thirty (30) minutes. Employees should not share their user ID's or their passwords.

3.29 Compliance with Law

MPO employees are expected to comply with any and all federal, state and local law while on and off duty. If any provision herein conflicts with any federal, state and/or local law, the conflicting policy provision shall be superseded by such law.

3.30 Compliance with and Enforcement of Policies of the MPO

MPO employees shall comply with and enforce any and all policies of the MPO while on and off duty. If any policy of the MPO conflicts with any federal, state and/or local law, the conflicting policy provision shall be superseded by such law.

3.31 Discipline The Director may discipline MPO employees for such reasons to include, but not limited to, violation of established policies, violation of law, failure to perform duties, failure to follow directives, damage to MPO property. Discipline may include, but not be limited to, counseling, written reprimand, suspension without pay, and termination of employment.

3.32 Americans with Disabilities Act of 1990

The MPO is committed to complying with all applicable provisions of the Americans with Disabilities Act (the "ADA"). It is the MPO's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability. Consistent with this policy of non-discrimination, the MPO will provide reasonable accommodations to a qualified individual with a disability, as defined in the ADA, who has made the MPO aware of his or her disability, provided such accommodation does not constitute an undue hardship to the MPO. The MPO is also

committed to not discriminating against any person who is related to or associated with a person with a disability. This policy is neither exhaustive nor exclusive. The MPO will take all other actions necessary, to ensure equal opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

Any employee or job applicant who has questions regarding this policy or believes that he/she has been discriminated against based on a disability may notify the ADA contact. All such inquiries or complaints will be treated as confidential, and will only be disclosed on a need-to-know basis.

3.33 Discrimination and Harassment

A. Generally

It is the policy of the MPO that all employees enjoy a work environment free from discrimination and/or harassment. Discrimination and harassment are forms of misconduct which undermine the integrity of the employment relationship, lower morale, and interfere with work effectiveness. This directive applies equally to any discrimination or harassment based on race, gender, national origin, religion, age, disability, marital status, or any other legally protected status. Discrimination and harassment are illegal and will not be tolerated.

It is expected that all employees act responsibly in fulfilling the MPO's commitment to working in an environment totally free of discrimination and/or harassment. To that end, it is also expected that employees will prudently avail themselves of the mechanisms provided by this directive. To the extent any provision of this directive is inconsistent with any other MPO personnel policy or directive, the provisions of this directive will control with respect to claims of discrimination and/or harassment.

It is the responsibility of all staff to insure that discrimination and/or harassment does not take place. At a minimum, the Director is required to immediately correct any problems that may arise. The Director is responsible for maintaining a work environment that is free from discrimination and/or harassment, as well as any other conduct which creates a hostile work environment for any individual.

The MPO recognizes that invalid, unfounded or false accusations of discrimination and/or harassment can have serious effects on innocent individuals. Therefore, the MPO shall thoroughly, and as confidentially as possible, investigate any and all complaints of discrimination and/or harassment to determine the most appropriate disposition.

Harassment and discrimination participants fall into three categories: the alleged offender, the alleged victim and any witnesses. Any of the three can be found in violation of this directive. Violation of this directive includes participating in discriminatory and/or harassing practices, permitting subordinate employees to engage in such practices, filing false charges or malicious complaints, or retaliating against employees who report instances of discrimination and/or harassment. This directive constitutes a "zero tolerance" policy. Appropriate disciplinary action shall be taken against any and all individuals who violate this directive. In accordance with the MPO's existing progressive discipline policy, any violation of

this policy shall constitute an offense for which disciplinary action may include immediate termination from employment.

B. Unlawful Harassment-Generally

MPO employees shall not commit acts of sexual or other unlawful harassment and shall not create, or cause to be created, a hostile work environment in the performance of their work for the MPO.

The MPO does not and will not tolerate harassment of MPO employees. The term "harassment" includes but is not limited to, slurs, jokes, and other verbal, graphic, or physical conduct relating to an individual's race, color, sex, religion, national origin, citizenship, age, or disability. "Harassment" also includes sexual advances, requests for sexual favors, unwelcome or offensive touching, unnecessary comments as to another's sexual preferences or behavior, and other verbal, graphic, written (e.g., e-mails or text messages) or physical conduct of a sexual nature.

No employee should be subjected to derogatory verbal or nonverbal references regarding his or her race, gender, national origin, religion, age, disability, or any other legally protected status. No employee, male or female, should be subjected to unsolicited, offensive and unwelcome sexual overtures or conduct (verbal or physical). Such conduct, whether committed by supervisors or non-supervisory personnel, is specifically prohibited by state and federal law, as well as by this directive.

C. Sexual Harassment

Sexual harassment refers to unwelcome behavior of a sexual nature that is personally offensive, deliberate and repeated. It includes sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Such harassment may be verbal, nonverbal or physical, and is illegal when:

- (a) Submission to such conduct is made implicitly either a term or condition of employment;
- (b) Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting the individual; and/or
- (c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior which is not welcome, which is personally offensive, which debilitates morale, and which interferes with work effectiveness. Some behavior that may be acceptable in social settings is not appropriate in the work place and is considered insulting and demeaning to the victim. In addition, no one should imply, joke about, or threaten that an applicant or individual's employment, assignment, compensation, advancement, career development or any other term or condition of employment is subject to submission or acquiescence to sexual harassment.

Acts of sexual or other unlawful harassment or that give rise to a hostile work environment shall be immediately reported to the Director by anyone who has knowledge of such activities. Complaints of harassment will be investigated promptly and in as confidential a manner as permitted by law.

Any MPO employee bringing a complaint of harassment or assisting in the investigation of such a complaint will not be adversely affected in terms and conditions of employment. Nor shall any employee take any action against a complainant that is intended to discourage the complaint. Retaliation by any MPO employee against the complainant could result in disciplinary action, up to, and including, termination.

D. Complaint Procedure

The following procedures should be followed when an employee thinks he or she is the victim of discrimination and/or harassment:

(a) Step One

Anyone who believes that he or she may have been subjected to discrimination and/or harassment should, whenever reasonably possible, first inform the offending party that such behavior is offensive and will not be tolerated.

(b) Step Two

An employee who believes that he or she is the victim of sexual harassment or that he/she is being unreasonably interfered with by such conduct is required to promptly report the conduct to the Director, without fear of reprisal. "Promptly" means within five (5) business days of the event giving rise to the employee's complaint.

(c) Step Three

The employee may file a formal, written complaint to the Director. A form for the filing of such complaints, which should be used in all but the most exceptional circumstances, is available from the Director.

If the Director is the offending party, the employee may file the written complaint directly with the Board Chair.

(d) Step Four

If an employee notifies the Director of such a problem, the Director shall notify shall provide a copy of the complaint form submitted by the employee to the MPO Attorney and Human Resources representative.

E. Investigation of Complaints

Complaints will be investigated in as confidential and timely a manner as possible and in accordance with the Public Records Law, 119.07, Florida Statutes. Information concerning an active complaint will

not be released by the MPO to third parties or to anyone within the MPO who is not directly involved in the investigation, except as may otherwise be required by law or by a court of competent jurisdiction. The purpose of this provision is to protect the confidentiality of an employee who files a complaint, to encourage the reporting of all instances, and to protect the reputation of any employee charged with discrimination and/or harassment. All participants involved in an investigation are expected to maintain their involvement in or discussion of the investigation confidential, except insofar as disclosure is required in obtaining or being represented by legal counsel. The failure to abide by this confidentiality requirement constitutes a violation of this directive.

Disciplinary action taken as a result of discrimination or harassment will become part of the personnel file of the offending employee and is subject to disclosure pursuant to Public Records Law.

The investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. Tape recorded statements may be taken of any or all of the individuals involved. All employees will be guaranteed fair and impartial treatment, and shall be protected from coercion, intimidation, interference or discrimination for filing a complaint or participating in an investigation.

A determination will be made as to whether a complaint is sustained, not sustained or unsubstantiated. A complaint is sustained when there is sufficient evidence presented to reasonably establish that the allegations or charges made are true. A complaint is not sustained when there is sufficient evidence presented to reasonably determine that the allegations or charges made are not true. Finally, a complaint is unsubstantiated when there is insufficient evidence presented to reasonably determine whether the allegations or charges are true or false.

If a complaint is sustained, the offender will be subject to disciplinary action which may include termination from employment. Any supervisor is under a continuing duty to take immediate

Remedial action to stop or prevent discrimination and/or harassment. If the supervisor fails to take such action, and the misconduct was known, or should have been known, to him or her, the supervisor in question shall be terminated from employment. Even if the investigation fails to disclose the existence of any discrimination or harassment, the MPO reserves the right to nonetheless take action. Such action may include counseling, a reminder of the MPO's directive, or a written warning. Additional mandatory training will be provided if, in the MPO's discretion, such training is necessary.

F. Follow Up

Once an investigation has been concluded, the MPO will continue to monitor the employees involved in discrimination or harassment complaints to ensure that no future incidents of discrimination or harassment occur.

G. Retaliation

The Policy prohibits retaliation against employees who bring complaints of discrimination and/or harassment or who assist in investigating such complaints. Any employee bringing a complaint of

discrimination or harassment or assisting in the investigation will not be adversely affected in terms and conditions of employment. Nor shall any employee take any action against a complainant that is intended to discourage the complaint. Retaliation by any employee against the complainant could result in disciplinary action, up to, and including, termination.

SECTION 4: BENEFITS

4.1 Holidays

The MPO Board approves holidays and determines when they will be observed. At the present time the organization will observe the following holidays:

The days listed below are designated as official Lee County MPO holidays:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve Day (half day; holiday will commence at 1:00 p.m.)

Christmas Day

If one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday. If one of the above holidays falls on a Sunday, it shall be observed on the following Monday. If Christmas Eve Day falls on a Friday, it shall be observed on that day and the corresponding Christmas Day holiday shall be observed on the following Monday.

4.2 Medical Insurance

The MPO will pay a portion of coverage for the employee and dependent coverage. The percentage paid by the MPO is evaluated annually and is subject to change.

4.3 Disability Insurance

The MPO will provide to each MPO employee, at the MPO's expense, long-term disability insurance in an amount equal to the MPO employee's salary, to the extent permitted by law, during any disability which the Employee may incur. Where a waiting period is provided within a policy, the MPO employee may use accrued Paid Time Off (see section 5.1) during the waiting period.

4.4 Life Insurance

The MPO will provide to each MPO employee, at the MPO's expense, life insurance equal to their base annual earnings. The value of employer provided group term life up to \$50,000 is excluded from an employee's income. The value of coverage exceeding \$50,000 must be included in an employee's income and is subject to social security and Medicare taxes, but is not subject to federal income tax withholding. The employee must pay the federal income tax owed with his or her personal income tax return. Included in the Group life Insurance is an Accidental Death and Dismemberment policy. The Lee County MPO pays the total cost of this benefit.

4.5 Continuation of Group Health Insurance Coverage

Employees and their dependents ("qualifying beneficiary") who would otherwise lose insurance coverage in any MPO's sponsored group health plan because of a "qualifying event" are eligible for continuation coverage under the MPO's group policy pursuant to the Florida Health Insurance Coverage Continuation Act ("Mini-COBRA"). Mini-COBRA applies to employers employing fewer than 20 eligible employees.

The law provides continuation coverage equal to the coverage applicable to active employees for a limited time period. However, under the law, employees must pay the full premium amount plus an administrative fee (which may be up to 115% of the group rate).

"Qualified beneficiary" includes:

- (a) A covered employee, except if the employee is terminated for gross misconduct;
- (b) The spouse of the covered employee;
- (c) The dependent child of the covered employee.

"Qualifying events" include the following:

- (a) A covered employee's termination of employment for any reason other than gross misconduct;
- (b) A covered employee's hours are reduced to fewer than the number of hours required for coverage under the plans;
- (c) A covered employee's death;
- (d) A covered employee's legal separation or divorce from their spouse;
- (e) A covered employee becomes entitled to Medicare; or

(f) A covered dependent child ceases to qualify as dependent under the terms of the plan.

If either the employee or their dependent children elect to continue coverage through the MPO's Group Insurance Plan, the continuation coverage will be identical to the coverage provided all other employees and dependents covered by the plans for whom a qualifying event has not occurred. No evidence of insurability will be required in order to continue coverage.

The maximum continuation period for a qualified beneficiary is 18 months, except in the event of total disability; in which case, up to 29 months can be granted. Continuation coverage will be terminated before the end of the maximum period of continuation coverage and cannot be reinstated for any covered person if the following occur:

- (a) Payment for the coverage is not received on a timely basis;
- (b) The maximum continuation period ends;
- (c) They become covered by another group plan through employment;
- (d) They become entitled to Medicare benefits; or
- (e) The MPO ceases to provide the coverage for any employee.

The qualified beneficiary must give written notice to the insurance carrier within 63 days after the occurrence of a qualifying event.

The insurer, not the MPO, is responsible for complying with the laws notice requirements. Concerned employees and retirees should contact the Executive Director or designee for additional detailed information concerning cost, election, conversion and notice provisions.

Continuation of benefit provisions are subject to changes in state or federal law.

4.6 Pension Plan

Employees are members of the Florida Retirement System (FRS) pension plan. For plan benefits employees are directed to review the information available on the FRS web site or to contact the FRS Pension Plan Administrator. Should FRS be amended to authorize mandatory or permissive employee contributions, the MPO intends to require and/or permit its employees to make such contributions to the FRS pension plan.

4.7. Employee Assistance Program

The MPO does not offer an employee assistance program at this time.

4.8 Professional Organizations

The MPO will pay the cost of membership in professional organizations if that membership is necessary to achieve MPO tasks and goals, at the discretion of the Director.

4.9 Workers' Compensation

All MPO employees are covered under Workers' Compensation. Such coverage begins immediately upon employment. All injuries, no matter how minor they appear, must be reported to the employee's immediate supervisor.

If an on-the-job injury requires medical treatment, it must be reported immediately to the Director, or designee, who will complete the necessary paperwork to be submitted to the designated insurance company who will process it with the State Bureau of Workers' Compensation.

If the work related injury requires the employee to miss work for an extended period of time, Workers Compensation benefits are available to the affected employee. Florida Statute 440.12(1) provides that no Workers' Compensation payments are allowed for the first seven (7) days of a disability claim; however, if the injury results in disability of more than twenty-one (21) days, compensation shall be allowed from the commencement of the disability. Florida Statute 440.12(2) defines the claim benefit available. Employees do not earn PTO while on Workers' Compensation. In addition, payroll deductions are not allowed while on Workers' Compensation. Employees should make arrangements to pay for benefits normally provided through payroll deductions or these benefits may be lost (health insurance, etc.).

Employees returning to work from an industrial disability must present written evidence from their physician which gives the medical diagnosis of the industrial disability and certifies their ability to resume their duties.

SECTION 5: LEAVES OF ABSENCE

5.1 Paid Time Off (PTO)

Regular full-time and regular part-time employees earn Paid Time Off ("PTO"). Temporary employees, contract employees, interns and part-time employees are not eligible to earn personal leave. PTO is intended for vacations, illnesses other than those covered by long-term disability and other needs. PTO leave shall be accrued on an hourly basis per bi-weekly pay period based on the number of years in the FRS without a break in service. The following accrual rates apply:

Continuous and Credible Service Paid Time Off per Bi-Weekly Pay Period

Up to five (5) years Eight (8) hours

Five (5) years to ten (10) years Nine (9) hours

Over ten (10) years Ten (10) hours

PTO off is earned based on hours worked, as leave must be fully earned and posted to the employee's account before it can be taken. Thus, employees cannot take leave in the same pay period in which the leave is earned.

- 1) MPO Employees may use credited PTO for any purpose (i.e., vacation, hospitalization, illness, family emergency, personal business, etc.). Employees may take only that amount of leave that has been credited to them. Use of uncredited personal time off will not be authorized even though the leave would have posted by the end of the pay period. Leave will be accrued per pay period.
 - 2) MPO employees shall notify the Director of their absence due to illness within the first 30 minutes of the scheduled work day.
 - 3) MPO employees who have been absent for an extended period of time due to illness may be required to present correspondence from a physician stating that they are able to return to work and under what conditions/limitations, if any.
 - 4) Precedence in choosing a vacation period should be governed normally by job seniority but must be at a period approved by the Director in keeping with the needs of the Lee County MPO.
 - 5) Normally vacation is limited to no more than two (2) consecutive weeks. Special approval of the Director is needed for PTO that will exceed two (2) consecutive weeks and must be coordinated to ensure the efficient operation of the Lee County MPO.
 - 6) Holidays occurring while an employee is on PTO are to be counted as holidays, not personal leave.
 - 8) Employees retiring from the Lee County MPO shall be paid for his/her credited leave that has accrued up to their last day of employment up to a cap of 200 hours.
 - 10) Inclement weather conditions, fires or power failures that result in the employee being late or absent from work will result in use of PTO unless the entire office is closed or opening late. When the office is officially closed due to emergency conditions, the time off from scheduled work will be paid without requiring the use of PTO.
 - 11) Religious Holidays may be observed by employees if the PTO is approved by the Director.
 - 12) In case of death of an employee, payment for unused personal time off up to a cap of 200 hours shall be made to the employee's beneficiary, estate or as provided by law.
 - 13) It shall be the Office Manager's responsibility to keep accurate and up-to-date personal leave records on each employee. Annotations for personal leave used must also be made by the employee on their timesheets.
 - 14) The accrual cap for PTO is 200 hours. Once an employee accrues 200 hours of PTO, he/she shall not accrue any additional PTO. An employee who reaches this accrual cap will only begin to accrue additional PTO if his/her use of PTO takes his/her PTO balance below 200 hours.
- Employees who terminate prior to completing six (6) months will not be paid for any accrued personal time off. An employee does not accrue personal time off for any period in which said employee is on any unpaid status.

5.2 Jury Duty

MPO employees called for jury duty shall notify the Executive Director of same, and shall be paid their regular earnings while serving on jury duty.

5.3 Family and Medical Leave

The MPO recognizes that a MPO employee may need to be absent from work for family and/or medical reasons. Although the MPO does not employ the requisite number of employees (i.e., 50 employees) necessary for its employees to be entitled to protected leave under the federal Family and Medical Leave Act (FMLA), the MPO intends to grant unpaid leaves in accordance with the requirements of applicable state and federal laws including FMLA in effect at the time the leave is granted.

A. Eligibility

To be eligible for a leave of absence under the FMLA, a MPO employee must: (a) have been employed by the MPO for at least 12 months; and (b) have worked at least 1,250 hours in the previous 12 months.

Only hours actually worked are counted towards the 1,250-hour requirement. Paid leave of any kind does not constitute "hours worked."

B. Reasons for Taking Leave

A MPO employee may request FMLA leave for any of the following reasons:

- (a) to care for your child after birth or after a child is placed with you for adoption or foster care within the 12 months following birth or placement;
- (b) to care for your spouse, son or daughter, or parent, who has a serious health condition; or
- (c) for your own serious health condition which makes you unable to perform your job duties.

C. Serious Health Condition

"Serious health condition" is defined by law and includes, but is not limited to:

- (a) Any period of incapacitation or treatment connected with inpatient care i.e., an overnight stay in a hospital, hospice or residential medical care facility, and any period of incapacitation or subsequent treatment in connection with such inpatient care;
- (b) "Continuing treatment" by a healthcare provider, which includes a period of incapacitation (i.e., inability to work, attend school or perform other regular daily activities of four or more consecutive calendar days); or
- (c) Any period of incapacitation due to pregnancy or for prenatal care.

Conditions such as the common cold, the flu, ear aches, upset stomachs, minor ulcers, muscle strains or soreness, headaches other than migraines, routine dental or orthodontia problems, periodontal disease,

etc., are examples of conditions which generally do not satisfy the definition of “serious health condition” absent additional medical complications.

D. Length of Leave Allowed

The maximum time a MPO employee is allowed to take leave, if eligible, is 12 workweeks in a 12-month period. The MPO will use a “rolling” 12-month period measured backward from the date the Employee begins a leave to determine how much leave time is available to such Employee, unless another calculation is required by law. Under some circumstances, MPO employees may take family/medical leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. For purposes of record keeping, FMLA leave requests shall be for a period of not less than one (1) hour increments, and additional increments shall be in not less than one (1) hour.

E. Medical Certification

The MPO requires medical certification if a MPO employee requests leave because of his/her own or a family member’s serious medical condition. The MPO may also require a second or third medical opinion regarding the Employee’s own serious health condition at the MPO’s expense.

F. Job Benefits and Protection

During an approved leave under this section, a MPO employee must continue to pay his/her portion of any premium payments for medical, vision, dental, life and long-term disability insurance for his/herself or his/her dependents on the same terms as if the Employee had continued working. If a MPO employee does not return to work from a leave allowed by this policy, such MPO employee will be required to repay to the MPO the premium amounts that the MPO paid during the MPO employee’s leave and the MPO is entitled to take legal action to recover such payments if necessary.

G. Reinstatement

Under most circumstances, upon submitting an acceptable healthcare provider release to return to work from family/medical leave, a MPO employee will be reinstated to the same job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, a MPO employee has no greater right to continued employment or reinstatement than if the MPO employee had been continuously employed. For example, employment may be terminated in conjunction with layoff or job elimination during a leave the same as if the MPO employee was not on a leave.

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered part of the 12 workweek leave entitlement.

A MPO employee taking leave under this section shall notify the Executive Director at least two weeks prior to the end of such leave of his/her availability to return to work. A MPO employee’s failure to return from a leave or to contact the Executive Director on the scheduled date of return may be considered an employee-initiated termination.

H. Pay Status During Leave

Leave under the FMLA is unpaid. MPO employees shall be required to exhaust available accrued paid leave as part of the 12 weeks provided by the FMLA. The MPO has the right to inquire of any MPO employee the purpose underlying use of paid leave in order to determine if the leave is being used for an FMLA qualifying purpose. A MPO employee must make a reasonable effort to schedule foreseeable FMLA leave so as to avoid unduly disrupting the MPO's operations. Any leave taken under a disability plan (whether present or future) for an FMLA qualifying reason shall also be counted against the MPO employee's 12-week entitlement under the FMLA. It is the MPO's responsibility in most circumstances to designate leave, whether paid or unpaid, as FMLA-qualifying leave based on information provided by the Employee before or during the leave period. Consequently, the MPO Executive Director, or designee, may request substantiating documentation from the Employee in order to determine whether the employee qualifies for FMLA leave. Under limited circumstances, the MPO may designate paid leave as FMLA leave shortly after an Employee's return to work.

I. Requesting Family and Medical Leave

MPO employees should contact the Executive Director as soon as they become aware of the need for family/medical leave.

The following procedure will apply when requests for family/medical leave are made:

(a) If the event necessitating the leave becomes known to the Employee more than 30 calendar days before the need for leave, the MPO employee must provide notice as soon as they learn of the need for leave, and the leave request must be submitted in writing at least 30 days before the time the leave is needed.

If the need for leave is not foreseeable, the MPO employee must provide as much advance notice as possible, with a written notice no later than five working days after learning of the need for leave.

If the leave is needed for a planned medical treatment or supervision, the MPO employee must make a reasonable effort to schedule the treatment or supervision to avoid disruption to the MPO's operations, subject to the approval of the healthcare provider of the individual requiring the treatment or supervision.

Failure to provide reasonable notice when need for leave is foreseeable may result in the denial of leave for a reasonable period.

(b) If the leave is needed to care for a sick child, spouse, or parent, or if leave is needed because of your serious health condition, the Employee must return a completed certification of Health Care Provider form within 15 calendar days. If a completed form is not returned within 15 days, then the leave will be denied.

(c) In cases where both spouses are employed by the MPO and the leave requested is for the birth, adoption or foster care of a child, the MPO will not grant more than 12 workweeks total of family/medical leave.

The MPO may require recertification from the healthcare provider in certain circumstances.

The MPO will require certification by the MPO employee's healthcare provider that the MPO employee is fit to return to their job. Failure by the MPO employee to provide certification by the healthcare provider of the Employee's fitness to return to work will result in the Employee's being denied reinstatement until such time as the certification is obtained.

The MPO will review the request for approval. Decisions will take into account staffing, seasonal deadlines, economic conditions, scheduling, as well as other operational considerations.

J. Additional Military Leave Entitlement (Injured Service member Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12 month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single 12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12 month period. The single 12 month period begins on the first day an eligible employee takes leave to care for the injured service member.

A "covered service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness as defined in the FMLA regulations.

5.4 Leave for Victims of Domestic Violence

An employee who is a victim of domestic violence or has a family or household member who is a victim of domestic violence may take up to three working days of paid leave time within a 12- month period. Family or household member is defined as spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married.

Employees may use the leave time to:

- (a) seek an injunction for protection against domestic violence or an injunction for the protection in cases of repeat violence, dating violence, or sexual violence;
- (b) obtain medical care and/or medical health counseling for the employee, a family member, or household member to address physical or psychological injuries resulting from domestic violence;

(c) obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence; and/or

(d) make the employee's home secure from the perpetrator or seek new housing or escape the perpetrator.

5.5 Military Leave

Leave for active military service or for active state duty ("Active Military Leave") shall be granted in accordance with Chapter 115, Florida Statutes, and the Uniformed Services Employment and Reemployment Rights Act (the "USERRA"). Active military service as used herein shall signify active duty with any branch of the Florida defense force or federal service in training or on active duty with any branch of the Armed Forces or Reservists of the Armed Forces, the Florida National Guard, the Coast Guard of the United States, or other services as provided in Sections 115.08, 115.09 and 115.14, Florida Statutes.

MPO employees who are ordered to active military service shall be granted leave beginning with the date they are ordered to active military service, and ending on the date they are required under the USERRA to apply for re-employment.

Active Military Leave shall be with full pay and benefits for the first thirty (30) calendar days.

The MPO shall continue to provide all health insurance and other existing benefits to employees on Active Military Leave as required by the USERRA.

An eligible employee who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or member of the National Guard is entitled to leaves of absence from his/her respective duties, without loss of pay, for the first seventeen (17) working days of that training period in a calendar year in accordance with section 115.07, Florida Statutes. Any absence for training purposes in excess of seventeen (17) working days shall be charged to appropriate accrued paid leave, or to leave without pay if an employee has no such leave accumulated.

Lee County MPO

ACKNOWLEDGEMENT/RECEIPT OF PERSONNEL POLICY MANUAL

I have this day received a copy of the Lee County MPO Personnel Manual and I understand that I am responsible for reading the policies and practices described within. I understand that this Personnel Manual replaces any and all prior policies and practices of the MPO.

I agree to abide by the policies and procedures contained therein. I understand that the policies and benefits contained in this Policy Manual may be added to, deleted, or changed by the Lee County MPO at any time. I understand that neither this Personnel Manual nor any other written or verbal

communication by a management representative is intended to in any way create a contract of employment, and that this Policy Manual is for informational purposes only.

I also understand that the MPO abides by employment-at-will, which permits the MPO or the employee to terminate the employment relationship at any time, for any reason, with or without notice. The MPO will not modify their policy of employment-at-will in any case.

I understand that I am responsible for reading and following these procedures.

If I have any questions regarding the content or interpretation of this Personnel Manual, I will bring them to the attention of the Director.

NAME (Print)_____

DATE_____

EMPLOYEE SIGNATURE_____