Space Coast Transportation Planning Organization (SCTPO)

EXECUTIVE COMMITTEE MEETING

Andrea Young, SCTPO Chair, Presiding

DATE: Thursday, October 9, 2025
TIME: 12:30 p.m.
LOCATION: Center for Collaboration
1100 Rockledge Blvd., Rockledge, FL 32955

Wireless Access Available
Network Name: Guestwireless
Password: GuestWifi

Agenda

1. **Call to Order**
2. **Public Comment**

   Anyone wishing to make a comment on an item should complete a "speaker card" at the sign-in desk. Comments are limited to three minutes.
3. **Approval RE: SCTPO Executive Committee Meeting Minutes – September 11, 2025**
4. **Approval RE: Legal Services Agreement**
5. **Discussion RE: PLC-6, Communications Policy Update**
6. **Discussion RE: PLC-2, Personnel Rules and Regulations Policy Amendment**
7. **Adjourn**

Public Comment: Comments will be heard on items that do not appear on the agenda of this meeting. Public comments are solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Note, however, that state law and administrative rules prevent the TPO from taking any formal action on any item discussed at this time. The TPO may schedule such items as regular agenda items and act upon them in the future. The Chair is authorized to limit discussion, as necessary, with each commentary limited to 3 minutes.

Appeal: Any person who desires or decides to appeal any decision made by this agency with respect to any matter considered at this meeting or hearing will need a record of the proceedings. For such purpose, such person may need to ensure that a verbatim record of the proceedings is made, at his own expense, which record includes testimony and evidence upon which the appeal is to be based. Any questions about this meeting should be directed to Zoe McNeely, (321) 690-6890 or e-mail: zoe.mcneely@sctpo.com

Accessibility: In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this proceeding or persons who require translation services (free of charge) should contact the Space Coast TPO Office no later than 48 hours prior to the meeting at (321) 690-6890 for assistance.

The SCTPO is actively working to increase the accessibility of our meeting materials and in doing so, adhere to many of the available standards and guidelines, when applicable. Should you encounter any inaccessible material, please contact Abby Hemenway, Public Involvement Officer and Title VI Coordinator, (321) 690-6890 or e-mail: abby.hemenway@sctpo.com

***** PLEASE SILENCE ALL ELECTRONIC DEVICES *****

Space Coast TPO
2725 Judge Fran Jamieson Way
Building B, Room 105
Viera, FL 32940
Phone: 321-690-6890

http://spacecoasttpo.com/

ACTIONS
ITEM NUMBER 3

Approval RE: SCTPO Executive Committee Meeting Minutes – September 11, 2025

For further information, please contact: zoe.mcneely@sctpo.com

Strategic Plan Emphasis Area: Leadership

DISCUSSION

Staff has prepared draft minutes for the Space Coast TPO Executive Committee from their meeting on September 11, 2025.

REQUESTED ACTION

Approve the Executive Committee meeting minutes from September 11, 2025.

ATTACHMENTS

- Draft Executive Committee Meeting Minutes from September 11, 2025, *Attachment 1*

Space Coast Transportation Planning Organization
Executive Committee

Center for Collaboration
1100 Rockledge Blvd., Rockledge, Florida

Meeting Date: Thursday, September 11, 2025

MEETING MINUTES

Executive Committee Members:

Andrea Young, Chair, City of West Melbourne	Present
Mimi Hanley, Vice Chair, City of Melbourne	Present
Jerry Allender, Secretary, Canaveral Port Authority	Present
Andrew Connors, City of Titusville	Present
Katie Delaney, BoCC	Present

Others Present:

Kristin Ottinger	Space Coast TPO Attorney
Georganna Gillette	Space Coast TPO Executive Director
Laura Carter	Space Coast TPO Assistant Director
Madelyn Calvert	Space Coast TPO Staff
Abby Hemenway	Space Coast TPO Staff
Patty Rendon	Space Coast TPO Staff
Leah Nepo	Space Coast TPO Staff
Sarah Kraum	Space Coast TPO Staff
Jillian John	Space Coast TPO Staff
Zoe McNeely	Space Coast TPO Staff

Item 1. Call to Order of the Space Coast TPO Executive Committee
Andrea Young, Chair, called the meeting to order at 12:30 p.m.

Item 2. Public Comment
None.

Item 3. Approval RE: SCTPO Executive Committee Meeting Minutes – July 10, 2025
Staff has prepared draft meeting minutes for the Executive Committee from their meeting on July 10, 2025.

Motion by Jerry Allender, second by Katie Delaney to approve the draft meeting minutes from July 10, 2025. Hearing no objections, the motion passed unanimously.

Item 4. Approval RE: Executive Director FY 25 Performance Evaluation
The SCTPO Executive Committee has conducted the annual evaluation of the SCTPO Executive Director for the period of July 1, 2024, thru June 30, 2025. Each committee member scored and submitted to TPO legal counsel their performance evaluation of Ms. Gillette for compilation and summary. Per the Executive Director contract, the Executive Director shall receive an equal percentage increase granted to general employees for cost-of-living salary adjustments. Effective with the first pay period of October 2025, all TPO staff, including the Executive Director, will receive a 5% cost of living adjustment (COLA). Any additional salary increases or bonus for the Executive Director shall be approved by the full TPO Governing Board. Ms. Gillette has requested that no salary increase be considered at this time. Kristin Ottinger, TPO legal counsel, presented the results of the evaluations to the Executive Committee.

Jerry Allender recommended a one-time bonus instead of a salary adjustment. Andrea Young replied that Gillette will get the 5% COLA as a salary adjustment and that Gillette has requested not to receive an additional adjustment.

Mimi Hanley commented on the resources and opportunities for member education that are provided by the Executive Director. There was also discussion complimenting the entire staff of Space Coast TPO and Gillette's leadership and staff management. Gillette prefers not to get a merit increase to stay on par with the 5% COLA that the rest of the staff will receive.

Motion by Katie Delaney, second by Jerry Allender, to accept the performance evaluation score. Hearing no objections, the motion passed unanimously.

Motion by Mimi Hanley, second by Jerry Allender, to award a one-time $4,000 bonus to Georganna Gillette. Hearing no objections, the motion passed unanimously.

Item 5. Approval RE: Resolution 26-04: PLC-01, Agency Organization and PLC-8, Transportation Disadvantaged Local Coordinating Board Policy Amendment

PLC-1, Agency Organization and Operation Policy Amendment:
It was recommended by the Space Coast TPO Executive Committee, that in addition to the requirement to have served as a Governing Board member for at least one year prior to serving as Chair, that the member must also have served on the Executive Committee prior to being eligible to serve as Chair. Language adding this requirement has been added to PLC-1, Agency Organization and Operation, Section 2.4, Officers: "Commencing January 1, 2027, eligibility to serve as Chair shall also include serving on the TPO Executive Committee for at least one year prior to filling Chair position."

PLC-8, Transportation Disadvantaged Local Coordinating Board (TDLCB) Policy Amendment:
As required per the Transportation Disadvantaged Planning Grant Agreement, an annual review of the TDLCB policy must be conducted. The review affirms that the policy is compliant with the most current rules and regulations per Florida Administrative Code Rule 41-2.012 and Section 427.0157, Florida Statute.

The following changes were approved and are recommended by the TDLCB:

- Revise quorum requirements from a majority of filled positions to a set number of seven (7) voting members;
- Update staff support provided to the TDLCB from Space Coast Area Transit to Space Coast Transportation Planning Organization;
- Clarify when election of Vice-Chair is conducted;
- Other minor grammatical and clerical corrections

Motion by Katie Delaney, second by Jerry Allender, to approve Resolution 26-04: PLC-01, Agency Organization and PLC-8, TDLCB Policy Amendment. Hearing no objections, the motion passed unanimously.

Kristin Ottinger announced that she has resigned from the Weiss-Serota law firm, which leads to her resignation as the Space Coast TPO legal counsel. Laura Carter, Assistant Director, facilitated discussion regarding legal counsel and entering into a new agreement with a different law firm. Carter will be coordinating with Jay Small, an attorney that also represents MetroPlan Orlando with experience in land acquisition and transportation infrastructure.

Carter will be acquiring a draft legal contract with new counsel and reconvene the Executive Committee for guidance. A request for proposal is not required.

Georganna Gillette reported on the potential Transportation Management Center groundbreaking event on December 4th. The members stated that the date conflicts with Florida League of Cities. Other date options will be explored.

Item 6. Adjourn

Hearing no further discussion, Chair Young adjourned the Executive Committee meeting at 1:08p.m.

ACTION
ITEM NUMBER 4

Approval RE: Legal Services Agreement

For further information, please contact: laura.carter@sctpo.com
Strategic Plan Emphasis Area: Leadership

DISCUSSION:

The Space Coast TPO currently has a legal services agreement with the firm of Weiss Serota Helfman Cole & Bierman. The representative of the firm serving the SCTPO, Kristin Ottinger, who in May 2025 replaced long term legal counsel representative Paul Gougelman, submitted her resignation with the firm in September. Weiss Serota, is located in Coral Gables and does not have local representatives that are close to the Space Coast TPO that have knowledge and experience with M/TPO's. Although the firm does have resources that can continue to serve the SCTPO, there will continue to be extensive travel costs and unfamiliarity of our region.

SCTPO staff looked into local representation that would also have experience with M/TPO operations. The national firm of Dinsmore & Shohl LLP has an office located in Orlando and currently serves MetroPlan Orlando. Mr. Jay Small, MetroPlan's lead counsel, has been working for approximately 10 years with MetroPlan and the firm has a long history of serving the MPO.

With M/TPO's being very unique in their operations and only 27 M/TPO's in the state, finding other firms that would be familiar with Brevard County and have M/TPO experience would be difficult, if not impossible. Legal services are not required to be procured via RFP/RFQ, therefore, staff recommends entering into a new legal services agreement with Dinsmore & Shohl.

A draft agreement has been prepared for the Executive Committee's review and comment. Mr. Small's standard hourly rates are typically $640.00 with Associate rates generally in the mid- to upper $400.00/hr range. Paralegal rates are in the low-$200.00/hr range. The rates in the draft agreement are slightly lower than these: $450.00/hr Partner; $375.00/hr Associate; and $185.00/hr Paralegal. These adjustments to the rates have been approved by the firm's Finance Committee. The agreement is effective for one (1) year and may be extended annually for additional one-year periods by mutual, written agreement of both parties. Hourly rates may be subject to an increase of no more than 7% per year on the anniversary date of executed agreement.

REQUESTED ACTION:

Approve new Legal Services with Dinsmore & Shohl, LLP.

ATTACHMENTS:

- Draft Legal Services Agreement, *Attachment 1*

Legal Counsel.

DINSMORE & SHOHL LLP
Two Landmark Center, Suite 600, 225 East Robinson Street
Orlando, FL 32801
www.dinsmore.com

Jay W. Small
(407) 377-6174 (direct) · 407-423-2016 (fax)
Jay.Small@dinsmore.com

September 23, 2025

Via e-mail to: ayoung@westmelbourne.gov

Andrea Young, Board Chair
Space Coast Transportation Planning Organization
2725 Judge Fran Jamieson Way, Building B
Melbourne, FL 32940

Re: Engagement agreement between Dinsmore & Shohl LLP and Space Coast Transportation Planning Organization

Dear Ms. Young:

Thank you for selecting our firm to provide legal representation to the Space Coast Transportation Planning Organization ("SCTPO"). I will handle your representation although other personnel in the firm may assist me. This letter sets forth our agreement to provide legal services, the basis on which we will be paid for those services, the policy of the firm concerning fees and billing arrangements, and the terms and conditions under which our firm will provide representation.

1. **Scope of services**. The Firm will provide services as outlined below.

A. The Firm will serve as general counsel to SCTPO and on such other projects or matters, exclusive of litigation, which SCTPO may assigned. SCTPO and the Firm acknowledge that they will have to enter into a separate agreement for any litigation matters.

B. This engagement does not guarantee or entitle the Firm to any minimum amount of work or compensation. Assignments will be made at the sole discretion of SCTPO.

2. **Expenses**. You have authorized us to make advances on your behalf for expenses, including, but not limited to, long-distance telephone call, postage, photocopies, and travel expenses (including all meals, lodging, or mileage, if necessary).

3. **Invoicing**. If you have any questions pertaining to your statement, please contact me immediately so we can discuss your concerns or questions. If you fail to pay any statement within forty-five (45) days after receipt, you agree to pay interest on the delinquent amount at 1.0%

per month (12% per annum). We reserve the right to withdraw from our representation of SCTPO if invoices are not timely paid.

4. **Retainer**. The firm has waived the requirement of a retainer.

5. **No guarantees**. You acknowledge that we have made no guarantees or representations as to the outcome of your matter, or matters, for which we have been retained, as all expressions relative to the outcome are our opinions only.

6. **Cancellation.** This employment agreement may be canceled by written notification to the attorney at any time within three (3) business days of the date the employment agreement was signed, as shown below, and if canceled, the client will not be obligated to pay any fees to the attorney for the work performed during that time. If the attorneys have advanced any funds to others in your representation, the attorneys are entitled to be reimbursed for such amounts as they have reasonably advanced on your behalf. However, if you terminate this employment agreement more than three (3) business days after the date the employment agreement was signed, you agree to pay our attorneys' fees based on the number of hours spent on the representation multiplied by the firm's customary hourly rates.

7. **Termination.** Either the client or Dinsmore & Shohl LLP may terminate the engagement at any time by written notice, subject on our part to applicable rules of professional conduct. In the event of termination of our engagement, we will, at your request, return whatever papers and property you have provided to us. Additionally, we will deliver to you all other material in our files relating to our representation of you, to which you are entitled under the applicable rules of professional conduct, provided that we reserve the right to make and retain a copy, at your expense, of all material delivered to you.

Circumstances and types of conduct which may require us to withdraw from representing a client or which will clearly be a basis for our withdrawal include, for example, breach of these terms, client's refusal to cooperate with or follow the Dinsmore & Shohl LLP's advice on a material matter, or any other fact or circumstance that would render Dinsmore & Shohl LLPs continuing representation unlawful or unethical. In the event of termination of our representation under this section of the agreement, you agree that Dinsmore & Shohl LLP shall be entitled to payment of reasonable attorney's fees (which shall be based on the reasonable number of hours worked on behalf of the client multiplied by the hourly rates of Dinsmore & Shohl LLP) and costs.

Unless previously terminated, our representation of you will terminate upon our completion of any services that you have retained us to perform. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to

these terms of engagement or as supplemented at that time. You agree that unless you engage us after completion of a matter to provide additional advice on issues arising with respect to that matter, the Firm has no continuing obligation to advise you after termination of this engagement in connection with future legal developments pertaining to the matter.

Notwithstanding Dinsmore & Shohl LLP's withdraw or the clients' notice of discharge, and without regard to the reasons for the withdrawal or discharge, SCTPO will remain obligated to pay Dinsmore & Shohl LLP for all costs incurred prior to the termination and, in the event that there is any net recovery obtained by clients after conclusion of Dinsmore & Shohl LLP's services, clients remain obligated to pay Dinsmore & Shohl LLP for all services rendered prior to the date of withdrawal or discharge**.**

If Dinsmore & Shohl LLP determines that it is necessary to take any action to enforce this agreement or collect any delinquent fees and expenses, the prevailing party shall be entitled to an aware of the reasonable costs and attorneys' fees, including paralegal fees, incurred in enforcing this agreement or collecting any amounts due, whether such reasonable costs and fees are incurred in any circuit or appellate court proceedings. Exclusive venue for any action between you and the firm will be in Brevard County, Florida, and the Firm and SCTPO hereby waive the right to a jury trial in any such action.

8. **Commencement of representation**. The firm will be under no obligation to perform any services under this agreement until we receive a fully executed copy of this agreement. It is contemplated that all services will be performed expeditiously, but it is expressly understood that the timetable for the performance of our services may be within the discretion and control of the applicable agency or court or third parties. You may terminate the engagement of the firm at any time upon written notice to the firm. However, if you terminate this employment agreement more than three (3) business days after the date the employment agreement was signed, you agree to pay our attorneys' fees based on the number of hours spent on the representation multiplied by the hourly rates. Any termination, withdrawal or suspension will not affect the firm's right to payment for services performed prior to such termination, or for services performed in connection with the transfer of active matters to substitute legal counsel. In the event of a sale of the property before title to the property vests in the condemning authority you agree to compensate the firm for its services based on the hourly rates multiplied by the number of hours (recorded in increments of one-tenth of an hour).

9. **Effective date.** This agreement will become effective upon our receipt of a signed employment agreement.

10. **Conflicts of interest.** In representing you, it is important that you receive advice from lawyers who are free from conflicts of interest. We represent a diverse group of clients including clients in the State of Florida and across the United States on a variety of legal matters.

Accordingly, it is possible that we represent current clients or may be asked in the future to represent new clients in the same general field of interest or business. We have conducted an internal review and have not identified any conflict of interest implicated by our representation of SCTPO and any other existing client of Dinsmore & Shohl LLP. We have specifically considered any persons and businesses you have identified as being adverse in this matter, if any, and found no conflict. However, conflicts of interest are at times difficult to identify and can sometimes arise as a result of client activities or other developments of which we may be unaware. We will make reasonable efforts to identify and resolve those conflict situations and to establish appropriate mechanisms to safeguard your interests. In an appropriate situation, we may provide you with full information regarding a potential conflict of interest and ask you to waive the potential conflict.

11. **Client cooperation**. Dinsmore & Shohl LLP will provide legal services reasonably required to represent SCTPO and will take reasonable steps to keep clients informed of progress and development, and to respond promptly to inquiries and communications. SCTPO agrees to cooperate with Dinsmore & Shohl LLP to keep the firm informed of any information and developments which may come to clients' attention, and to abide by these terms. SCTPO agrees to appear at all legal proceedings when Dinsmore & Shohl LLP deems it necessary, and generally to cooperate fully with Dinsmore & Shohl LLP in all matters related to the preparation and presentation of the clients' claims. SCTPO is responsible for letting Dinsmore & Shohl LLP know where you can be always contacted, and that information includes a current mailing address, home telephone number, an email address if applicable.

12. **Document retention.** For various reasons, including the minimization of unnecessary storage expenses, Dinsmore & Shohl LLP generally retains client files for six years after termination of the engagement. Subject to the requirements of all Florida law including but not limited to Chpt. 119, Fla. Stat. (2025), after six years, we may destroy or otherwise dispose of any such document or other material without additional notice to you.

13. **Email communication.** Throughout this engagement, Dinsmore & Shohl LLP will endeavor to keep you informed about all significant developments and regularly communicate and consult with you about the status and progress of this engagement and the way it is being handled on your behalf. If there are limitations on how you would like us to communicate with you in that regard, please advise us of your preference(s) as to acceptable method(s) of communication. For example, some methods of communication, such as facsimile transmissions or e-mail correspondence may not be convenient for some clients or may be considered to compromise confidentiality or otherwise present greater risk of interception than other methods of communication. We will make every reasonable effort to accommodate your expressed preferences in that regard.

14. **Cyber security.** With respect to e-mail communications to us, SCTPO should be aware that, to preclude or reduce "spam" e-mail and prevent "viruses" from entering our computer network, we are currently utilizing computer software and have engaged the services of an

independent third-party contractor to filter incoming e-mail correspondence. This filtering process may result in certain incoming e-mail correspondence to us (i.e., that identified as "spam" or suspected of having a "virus") being quarantined (thus, potentially not received at our site at all) and/or delayed in reaching us. For this reason, we cannot be certain that we will receive all e- mail correspondence and/or that we will receive it in a timely manner. Therefore, SCTPO should consider sending communications to us which are particularly important or time-sensitive via means other than e-mail.

15. **Compensation.** The Firm shall be compensated at the following hourly rates for actual reasonable time spent:

Attorney	Hourly Rate
Partner	$ 450.00
Associate	$ 375.00
Paralegal	$ 185.00

This engagement letter shall be effective for a term of one (1) year from the date of execution by both parties hereto. The term may be extended annually for additional one-year periods by mutual, written agreement of the parties. The stated hourly rates may be subject to an increase of no more than 7% per year on the anniversary date of this engagement letter. The Firm shall provide SCTPO notice of any such increase at least 30 days prior to the anniversary date of this engagement letter.

Any type of billing or timekeeping which allows compensation for time not actually spent by the Firm is not permitted under this engagement letter. Therefore, it shall be a material breach of these terms of engagement for the Firm to submit for payment any invoice for services rendered which either: (i) overstates the amount of time spent by a member or employee of the Firm pursuant to this engagement letter, or (ii) includes time spent by any person not affiliated with the Firm, unless approved in advance by SCTPO.

The rates agreed upon herein are based upon the provision of legal services by an attorney or paralegal experienced in the areas of law assigned by SCTPO. Should the SCTPO assign to the Firm a matter involving areas of law with which the Firm is inexperienced, then the Firm shall either decline the assignment within five working days or accept the assignment but, pursuant to Rule 4-1.5, Florida Bar Rules of Professional Conduct, the Firm shall not bill SCTPO for time expended to gain expertise in such areas of law or practice.

Service under this engagement letter is at the pleasure of SCTPO. If the Firm's services are terminated, the Firm will be paid for all services rendered and costs incurred to the date of notice of termination, unless the notice of termination specifies a later termination date or requires the

completion of work in progress, in which case the Firm will be compensated and reimbursed for such services and costs incurred as are stated in such notice of termination.

Unless SCTPO and the Firm agree otherwise, SCTPO will reimburse the Firm for direct expenses (if any) actually incurred by the Firm for or on behalf of SCTPO for the following:

A. Copying (up to $.20 per page);

B. Postage;

C. Overnight courier delivery to out-of-town locations;

D. Long-distance telephone calls (exclusive of long-distance telephone calls incurred between cities in which the Firm has offices);

E. Transportation, lodging, gasoline, meals when in the course of providing services to the SCTPO (all reimbursement for travel, lodging and meals shall comply with the restrictions under§ 112.061, Fla. Stat. (2025) of SCTPO's policies and procedures as if the Firm was legally subject to them); and,

F. Internet research such as Westlaw or Lexis.

Reimbursement for the above-referenced expenses will be made only in the exact amounts incurred by the Firm, without any mark-up or multiplier. There will be no reimbursement for any types of expenses not identified above without the written authorization of the SCTPO or its designee.

The extent of legal services rendered, and costs incurred, shall be subject to the approval of the SCTPO Executive Director or an appropriate staff member. Approval of the SCTPO Executive Director or an appropriate staff member is required before incurring extraordinary expenses such as the retention of experts or travel out of state.

The Firm will submit, each month, an invoice of its fees for services rendered and costs incurred to the SCTPO. The portion of the invoice setting forth the fees for services rendered shall specify for each entry a description of the service performed, the date such service was performed, the person performing the service, the amount of time expended therefore billed in increments of tenths of an hour, the rate charged per hour, and the total fee. The section of the invoice setting forth the costs to be reimbursed shall contain an itemization of all such costs, the date each cost was incurred, and the amount of such costs. Upon request, the Firm shall submit copies of appropriate receipts and other evidence of the incurring the expense.

Each invoice shall be deemed to warrant that the invoice sets forth only the actual time spent and only the actual costs incurred. SCTPO shall remit payment to firm within 30 days of its receipt of Firm's invoice unless otherwise agreed to by the Firm.

16. **Public records.** The Firm acknowledges SCTPO's obligations under Art. 1, § 24, Fla. Const., and Chapter 119, Fla. Stat. (2025), to release public records to members of the public upon request. The Firm acknowledges that SCTPO is required to comply with Art. 1, § 24 and Chpt 119, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement. Upon SCTPO's request, the Firm shall provide SCTPO with all requested public records in the Firm's possession or shall allow SCTPO to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chpt. 119. Consistent with Florida law, including but not limited to Chpt. 119, the Firm shall be entitled to redact certain confidential information and documents protected by the attorney client and work product privileges

The Firm specifically acknowledges its obligations to comply with § 119.071, Fla. Stat., regarding public records and shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by SCTPO to perform the services required under this engagement letter;

B. Provide the public with access to public records on the same terms and conditions that SCTPO would provide the records and at a cost that does not exceed the cost provided in Chpt. 119, or as otherwise provided by law;

C. Ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and,

D. Upon termination of this Agreement, the Firm shall transfer, at no cost to SCTPO, all public records in possession of the Firm, or keep and maintain public records required by SCTPO under this Agreement. If the Firm transfers all public records to SCTPO upon completion of this Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains the public records upon completion of this Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to SCTPO, upon request of SCTPO, in a format that is compatible with the information technology systems of SCTPO.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ENGAGEMENT, THE FIRM MAY CONTACT THE CUSTODIAN OF PUBLIC RECORD OR THE CUSTODIAN'S DESIGNEE AT _____.

17. **Representations and warranties**. The Firm represents, covenants, and warrants the following by execution of this engagement letter:

A. The Firm has substantial experience in those areas of law set forth under the Scope of Services.

B. The Firm shall carry professional-liability insurance with a minimum policy limit of $500,000 per claim and such insurance shall be maintained during the Firm's service under this engagement letter.

C. The partners and employees of the Firm have sufficient time to fulfill their duties as special counsel to SCTPO and are not burdened by professional responsibilities or workload or by personal or other constraints that would interfere in any material respect with the Firm's obligations under this engagement letter.

D. The Firm will not represent any client if such representation violates or will violate traditional ethical standards imposed by the rules governing conflicts of interest, as such are embodied in the Rules Regulating the Florida Bar, especially Rule 4-1.7, unless the conflict is waived by SCTPO.

E. For clients represented by the Firm in judicial, administrative, or local government proceedings in which SCTPO, the Firm has disclosed the clients to SCTPO.

18. **Miscellaneous.**

A. Assignment**.** The services to be rendered under this engagement letter are personal to the Firm and may not be assigned, either directly or indirectly, to any person or entity who is not a member or employee of the Firm.

B. Amendments. This engagement letter may be amended only by written instrument signed by both the Firm and SCTPO.

C. Independent Contractor Status**.** In the performance of legal services hereunder, the Firm is an independent contractor. The assigned attorneys and paralegals shall not hold themselves out as employees, agents, or servants of SCTPO. The Firm and assigned attorneys and paralegals do not have the power or authority to bind SCTPO in any promise, agreement, or representation other than as specifically provided in this engagement letter.

We believe the above provisions outline in reasonable detail our agreement. If you have any questions about this letter or the other terms and conditions of our representation, please let me know. Otherwise, please sign this letter signifying your acknowledgment and acceptance of these terms, and return a copy to me. This agreement will become effective upon our receipt of a signed copy.

We are pleased to have this opportunity to represent SCTPO.

Dinsmore & Shohl LLP

By: _____
Jay W. Small

The foregoing letter is agreed to, acknowledged, and accepted this ____ day of_____, 2025.

By: _____
Andrea Young
Board Chair
Space Coast Transportation Planning Organization

Cc.: Georganna Gillette (via e-mail)
Laura Carter (via e-mail)
Jillian John (via e-mail)

ACTION
ITEM NUMBER 5

Discussion RE: PLC-6, Communications Policy Update

For further information, please contact: abby.hemenway@sctpo.com

Strategic Plan Emphasis Area: Leadership

DISCUSSION:

The SCTPO is in the process of updating its current PLC-6, *Social Media Policy*, which was last revised in 2013, to a more comprehensive *Communications Policy*. The updated policy reflects the evolution of communications practices and the need for consistent standards across all platforms and formats.

In addition to social media, the updated policy will now provide oversight and guidance on media relations, publications, advertisements and collateral, presentations, branding, website content, and the appropriate use of AI. This comprehensive approach ensures that SCTPO communications remain professional, accurate, and aligned with organizational goals while adapting to new technologies and best practices.

The updated policy will incorporate any comments from the Executive Committee and will be reviewed by legal counsel prior to presenting to full TPO Governing Board in December for adoption.

REQUESTED ACTION:

As desired by the Space Coast TPO Executive Committee.

ATTACHMENTS:

ACTION
ITEM NUMBER 6

Discussion RE: PLC-2, Personnel Rules and Regulations Policy Amendment

For further information, please contact: laura.carter@sctpo.com
Strategic Plan Emphasis Area: Leadership

DISCUSSION:

The Space Coast TPO operates under various policies and procedures that were originally adopted on December 9, 2010 and have been updated and revised as needed over the years. The Personnel policies, PLC-2 that ensure the uniform, fair, and effective administration of staff requires an amendment to reflect the use of most current systems, compensation and pay plans. The amendment also includes recommending a couple additional benefit programs to keep up with market trends. A summary of recommended changes include:

- Update policy to reflect use of the County's Success Factors system. The PAS or EASY HR systems are no longer in use.
- Update text to reflect use of newer pay grade system instead of pay codes.
- Add language that the TPO is not a sponsoring organization for non-citizens when filling positions.
- Add section for Red Circled employees, those who are at or exceed maximum of pay grade salary range and how to accommodate merit increases and changes in base pay.
- Add Parental Leave benefit, 4 weeks of paid leave
- Add Incentive Leave benefit: Employee Recognition Program and Tenure Recognition – provides for awarding administrative leave for various award types and when reaching certain longevity milestones
- Revise office hours to grant Executive Director flexibility to change, on a temporary basis up to 90 days. Any permanent changes would require Board approval

Staff will provide an overview of the above changes. Any comments from the Executive Committee will be incorporated and reviewed by legal counsel prior to presenting to full TPO Governing Board in December for adoption.

REQUESTED ACTION:

As desired by the Space Coast TPO Executive Committee.

ATTACHMENTS:

- Draft PLC-2, Personnel Rules and Regulations Policy Amendment, *Attachment 1*

SPACE COAST TRANSPORTATION PLANNING ORGANIZATION

POLICIES AND PROCEDURES

Originally Adopted December 9, 2010

Revised as of December 11, 2025

Excerpts from PLC-2, SCTPO Personnel Policy. Generally words underlined include new text and words ~~stricken through~~ indicate text to be deleted. Asterisks (* * *) indicate text not amended and not displayed in the Policy Amendment.

POLICY: PLC-2 Personnel Rules and Regulations Amendment

SECTION 2.0 POSITION VACANCIES

* * *

2.2 VACANCIES IN THE CLASSIFICATION AND PAY PLAN.

(A) Position vacancies in the classified service are those vacant positions which are embraced under the Space Coast Transportation Planning Organization Personnel System and are positions considered to be regular established positions as specified in the Space Coast Transportation Planning Organization "Classification and Pay Plan." The SCTPO Executive Director shall have the authority to create new positions and class descriptions as may be necessary to perform the functions of the SCTPO.

(B) The Classification and Pay Plan does not include temporary positions, non-regular part-time positions, interns, board members, committee members, the SCTPO General Counsel retained or employed by the Space Coast Transportation Planning Organization. ~~, or t~~The SCTPO Executive Director shall only be included in the Plan, as necessary, for classification purposes and alignment with use of the Brevard County Human Resources personnel system. The Classification and Pay Plan does not include positions associated with contractual agreements or vendor agreements. Vacancies shall be filled in accordance with existing Federal, State, and Local laws as applicable.

* * *

SECTION 3.0 RECRUITMENT, APPLICATIONS, CERTIFICATION, AND SELECTION

3.1 RECRUITMENT.

(A) The initial step of the recruitment process is to request written permission from the Executive Director to fill a position ~~the submission of a "Personnel Requisition" form approved by the SCTPO Executive Director and sent to Brevard County's Human Resources Department. The Personnel Requisition form used shall be provided by Brevard County's Office of Human Resources.~~ The SCTPO Executive Director, or the Executive Director's designee, shall coordinate with Office of Human Resources so that a job requisition is created and a job posting/advertisement can be generated accordingly.

(B) All advertising will be coordinated between the SCTPO Executive Director, or the Executive Director's designee, and Brevard County Office of Human Resources staff. The content of all such advertising will be based upon the essential minimum qualifications of the vacant position in addition to specific "preferences" indicated on the "Personnel Requisition" form. All preference statements are subject to consistency with all applicable laws and with sound personnel

administration practices. The source, duration, and extent of all advertising are contingent upon fund availability and budgetary constraints.

(C) Upon completion of the recruitment process, the Executive Director, or the Executive Director's designee, shall arrange for the selection of qualified applicants to be interviewed.

(D) At the direction of the SCTPO Governing Board, the Executive Director's position shall not be subject to this Section 3.0.

3.2 APPLICATIONS.

(A) In order for an applicant to be considered for an interview for a vacant position, each applicant shall complete an application utilizing Brevard County Board of County Commissioners Human Resources Employment Opportunities latest online system being utilized by Brevard County. The application must be submitted within the time limit noted on the Brevard County Human Resources Employment Opportunities Job Posting. The Space Coast TPO shall utilize the resources and services provided by the Brevard County Office of Human Resources for the application process.

(B) Persons with disabilities shall be reasonably accommodated provided that notification for said accommodation is made within the time limit described above.

(C) It is the responsibility of the individual applying for a position vacancy to ensure that all information requested is submitted and correct. It is also the responsibility of said individual to ensure that all documentation needed to establish the attainment of essential minimum qualifications is provided along with the standard employment application form.

(D) All information requested on the standard employment application must be completed.

(E) Applications will only be accepted in response to specifically announced position vacancies posted on the Brevard County Human Resources Job Opening Listings. Applicants interested in applying for more than one vacancy must complete a separate employment application for each position available. Applications are valid for one position vacancy and will not be reactivated for other position vacancies at a later date. Under no circumstances shall submission of written resumes be accepted as applying for a position. All applications must use the Brevard County job opening system.

3.3 CERTIFICATION.

(A) All appointments to position vacancies will be made solely on the assessment of the applicant's work experience, training, education, and other pertinent information, as reflected on their employment application. All documented information will be considered in relation to the "essential minimum qualifications" associated with the position vacancy. All applicants found to meet the "essential minimum qualifications" will be certified as eligible for consideration for that position vacancy.

(B) The Space Coast Transportation Planning Organization relies upon the accuracy of information in the employment application and resume, as well as the accuracy of other data presented throughout the hiring process and employment. Any known misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment with the Space Coast Transportation Planning Organization or, if the person has been hired, immediate termination of employment.

(C) In rare instances, due to the nature of special job requirements, it may be necessary to consider applicants who meet most but not all of the minimum qualifications associated with a specific vacancy. Cases such as this are normally applicable to degree requirements, special certifications, and/or specialized experience. If consideration of this applicant is in the best

interests of the Space Coast Transportation Planning Organization, and if no other qualified applicants are available, a provisional eligibility certification may be obtained, and the applicant may be appointed as a Trainee. This provisional eligibility certification must be approved by the SCTPO Executive Director. Provisional eligibility certification is not to be considered as a waiver of the requirement that the applicant must meet the essential minimum qualifications. The SCTPO Executive Director shall determine a reasonable time limit in which the applicant must attain the lacking element required for routine certification. Failure to do so will result in dismissal or other action deemed necessary.

(D) Eligibility certifications shall not be deemed final until all certification criteria such as the drug screening, driver's license check, background check, and other similar screening criteria, have been completed.

(E) For positions that require special, technical, or professional requirements, evidence of a satisfactory nature must be submitted in addition to the application. Examples of such evidence include degrees, certificates, licenses and other documents to support contentions of education, training, and/or experience.

(F) In compliance with the Immigration Reform and Control Act of 1986, Public Law 99-603, Nov. 6, 1986, 100 Stat. 3359, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

(G) The Space Coast Transportation Planning Organization will not act as a sponsor for employment for non-citizens. All applicants must be United States Citizens or hold a green card or other proof of eligibility to work within the United States.

3.4 SELECTION.

(A) Once the SCTPO Executive Director makes an appointment decision, the Executive Director shall advise the Assistant Director or other designee.

(B) No offers of employment shall be made to any applicants until all pre-employment processing has been completed. To ensure that no misinterpretations or misunderstandings occur regarding formal offers of employment, SCTPO Staff are strongly advised not to engage in this activity.

(C) Appointments.

(1) New appointments (initial hires) shall normally be made at the minimum of the appropriate position classification pay range. However, in cases where an individual's skills, knowledge, and ability exceed those normally associated with entry level, it is possible to make the initial appointment above the minimum for the position classification pay range. No offers of employment to applicants shall be made, or are valid, until all pre-employment processing has been completed.

(2) Budgetary constraints must be considered, and offers must have the approval of the SCTPO Executive Director prior to committing to a new appointment above the minimum level of a pay grade. The SCTPO Executive Director shall have the authority to approve, beginning salaries up to the mid-point range established for the position pay grade based upon selected candidate's level of experience and qualifications and contingent upon sufficient funding being available. Any appointment above the mid-point of the pay grade must be approved by the SCTPO Governing Board and proof that sufficient funding is available.

(D) Employees shall be evaluated at the end of their probationary period for retention purposes and to generate a reclassification from probationary to regular, permanent ~~full-time~~ status.

* * *

SECTION 5.0 PROBATIONARY PERIOD

5.1 PROBATIONARY PERIOD.

(A) When a certified employee is accepted for an established full-time position with the Space Coast Transportation Planning Organization, it is with the understanding that the first nine(9) months ~~270 days~~ of employment will be a probationary period during which time the certified employee will not be classified as a regular full time or part-time employee. An evaluation will be completed by the appropriate immediate supervisor, and reviewed with the employee to determine, if they will be retained and classified as a regular, permanent employee.

(B) Any employee terminated prior to the end of their probationary period shall not be entitled to appeal the termination or to receive compensation for any accrued annual, sick or compensatory time leave.

5.2 UNEMPLOYMENT PROBATIONARY PERIOD.

(A) When a certified employee is accepted for an established full-time or part-time permanent position with the Space Coast Transportation Planning Organization, it is with the understanding that the first ninety (90) days of employment from the date of hire will be a probationary period for the purpose of Florida "Unemployment Compensation Law" (F.S. 443.131 (3)(a)(2)).

(B) If the Space Coast Transportation Planning Organization discharges an employee for unsatisfactory work performance during the ninety (90) day "Unemployment Probationary Period," the Space Coast Transportation Planning Organization's unemployment account will not be charged for any unemployment benefits that employee might be determined eligible for in the future.

(C) The employee shall acknowledge understanding of the provision of this Section 5.2 in writing within seven (7) days of the employee's initial date of employment.

SECTION 6.0 PERSONNEL ACTIONS

6.1 GENERAL.

(A) During the normal course of employment, a number of personnel-related actions are likely to occur. All actions shall be reported utilizing the County's Success Factors system ~~by way of the completion of a "Change in Status" through the use of the County's Personnel Action System (PAS).~~ No change in an employee's status shall be considered officially "approved" without the final approval of the SCTPO Executive Director or appropriate designee. Section 6.1 does not apply to the Executive Director.

(B) PROMOTIONS.

(1) A promotion occurs when an employee applies for and is selected to fill a position vacancy which is in a different position classification ~~code~~ grade and at a higher pay rate than the employee's current position classification ~~code~~ and ~~pay rate~~grade.

(2) The promoted employee may receive a salary increase to at least the minimum rate of the new pay range contingent upon sufficient funding being available. An amount higher than minimum may be considered if the individual's experience, skills, or qualifications merit a higher than minimum rate adjustment.

(3) The effective date of an employee's promotion becomes the employee's new "Date of Classification." The employee is then eligible for merit consideration at one (1) year intervals from that date.

(C) RECLASSIFICATION.

(1) A reclassification action generally occurs when there has been a significant change in a position's functions, duties, and responsibilities, without a corresponding change in position ~~code~~ grade as above. These changes must be of a permanent nature and not merely a result of a temporary need. (Example: reclassification from a receptionist to a staff assistant). A reclassification action does not necessarily trigger a corresponding change in position pay ~~code~~grade, because position pay ~~code~~ grade changes are a product of a job of "comparable worth" and "prevailing wage" analysis.

(2) A reclassification action does not trigger a change in the incumbent's "Date of Classification." If a reclassification occurs to a position which is vacant, and if that position is filled by promotion of an employee from a lower pay classification ~~code~~grade, then the action is deemed to be a promotion. The effective date of the promotion shall become the employee's new "Date of Classification." (*See* Section 6.1(A)).

(3) Reclassification requests are normally considered during the budgetary process. However, requests of this nature may be initiated by the employee at other times, as appropriate. Requests of this nature are to be submitted in writing to the SCTPO Executive Director for approval and will become effective in accordance with existing rules.

(4) When a position is reclassified to a higher class, adjustments to salary are to be handled in the same manner as a Promotion. When a reclassification results in assignment to a lower ~~class~~grade, adjustment will be made in accordance with the rules for a voluntary or involuntary Demotion.

(D) REGRADE.

(1) A regrade action generally occurs whenever it is determined that a particular position's "comparable worth" based upon prevailing wage standards is in need of adjustment. (Example: The pay classification ~~code~~ grade for all staff assistants is raised due to a shortage in the market).

(2) A regrade is normally indicative of significant changes of an "increased" nature that occur in a position's duties, functions, and responsibilities. It is also possible that a "decrease" in duties, functions, and responsibilities will warrant regrade consideration. Regrade actions are reflective of the position's worth, not the incumbent's worth. A regrade action does not trigger a change in the incumbent's "Date of Classification."

(3) If a regrade action occurs to a position which is vacant, and if that position is filled by promotion of an employee from a lower pay grade, then the action is deemed to be a promotion. The effective date of the promotion shall become the employee's new "Date of Classification." (See Section 6.1(A)).

(4) Regrade requests are normally considered during the budgetary process. However, requests of this nature may be initiated by employees at other times, as appropriate. Requests of this nature are to be submitted in writing to the Executive Director.

(E) TRANSFERS. Employees transferred to a position in the same classification or to a different position with the same pay grade are not entitled to a salary adjustment. Employees transferred to another position in a lower classification or grade shall be handled in accordance with the rule established for a voluntary or involuntary Demotion.

(F) TRAINEE APPOINTMENTS. If an applicant for a position does not meet the minimum qualifications for a position, but is otherwise qualified for the position, a provisional eligibility certification may be obtained, and the applicant may be appointed as a Trainee. In such

cases, the employee may be hired at a rate of up to 15% below the minimum salary until the minimum qualifications have been satisfied.

(G) SPECIAL ASSIGNMENT. An individual may be given a special assignment(s), usually for a specified and/or limited period of time, which encompasses duties and responsibilities of a different, advanced, and or supervisory nature. This type of assignment is of a temporary nature and does not constitute a promotion. A pay supplement may or may not be given for the period of time of the assignment and may be unilaterally rescinded as approved by the SCTPO Executive Director.

(H) DEMOTION.

(1) A demotion is an action involving the movement of an employee from a position in one pay classification ~~code~~ grade to a position in another pay classification ~~code~~ grade at a lower pay rate.

(2) Voluntary.

(a) A demotion will be considered to be voluntary only when such consideration is initiated by the employee at the employee's own request, and such request is submitted in writing. Requests for voluntary demotion shall be considered only in situations whereby an actual position vacancy exists in the lower pay classification rate. The employee requesting voluntary demotion must meet all minimum qualifications associated with the position in question. Approval for such requests rests with the SCTPO Executive Director and is based upon the competitive selection process normally associated with position vacancies.

(b) Once a voluntary demotion becomes effective, there shall be no appeal, since the action was voluntary and not as a result of disciplinary action.

(c) Every effort shall be made to ensure that upon appointment of an employee as a result of a voluntary demotion that said employee is placed in the lower pay classification ~~code~~ grade so that such placement is as close as possible to the employee's current rate of pay. However, the revised pay level may not exceed the maximum rate of the lower pay range.

In some cases (i.e. - budgetary constraints) the aforementioned placement may not be possible. In such cases, the employee requesting the voluntary demotion must be apprised of exactly where in the pay range placement is possible and acknowledge, in writing, agreement with such placement.

(3) Involuntary.

(a) A demotion of an involuntary nature is generally associated with a disciplinary action or as a result of consistent poor performance in the execution of regular job duties. Other involuntary demotions may be as a result of medical reasons based upon a physician's written findings. Such medical determination shall be kept in the strictest confidence in accordance with existing law.

(b) Involuntary demotions will normally result in a reduction in pay of the employee involved. However, the action shall be determined by such variables as position availability and budgetary considerations. Demoted employees shall be subject to a new "Date of Classification" which shall be based upon the effective date of the demotion action.

(I) RESIGNATION.

(1) A resignation is a voluntary action initiated by an employee intended to terminate the employer-employee relationship between said employee and the Space Coast Transportation Planning Organization.

(2) Resignations shall be submitted in writing providing for an effective date. The original notification shall be forwarded to the SCTPO Executive Director along with the appropriate action entered in the County's ~~Personnel Actions System (PAS)~~Success Factors system prior to the effective date of the resignation. It is the Employee's responsibility to ensure that all Space Coast Transportation Planning Organization property is returned. Any monies owed the

SCTPO due to an employee's failure to return property may be offset against the employee's final paycheck or may be collected through civil action or criminal charges.

(3) Employees who decide to resign shall provide proper notice in order to be considered a separation in good standing. Proper notice is considered to be at least ten (10) working days prior to the final work day. Notices of less than ten (10) working days may adversely affect monies due for accrued annual personal leave. (See "Benefits" Section 8.0).

(4) A resignation shall be effective on the date set forth in the resignation. If no date is set forth, the resignation shall be effective ten (10) working days after the date the resignation is tendered. A resignation is irrevocable after it is tendered.

(J) JOB ABANDONMENT. Absence from work for the equivalent of three (3) consecutive days without proper notice or approval by the TPO Executive Director shall be considered as job abandonment, and the employee shall be subject to immediate dismissal. Actions of this nature shall be reported through the County's ~~Personnel Action System (PAS)~~Success Factors system ~~under the categories "Other Job Abandonment", "Dismissal" or as appropriately identified in the PAS system~~.

(K) RETIREMENT. All full-time regular or part time regular employees regularly scheduled to work 30 or more hours per week are eligible for the Florida Retirement System (FRS). FRS operates pursuant to Chapter 121, Florida Statutes.

(L) DISMISSAL. Generally, a dismissal is an action initiated by the employer intended to terminate the employer-employee relationship between the Space Coast Transportation Planning Organization and a specific employee. An employment offer is not intended to represent an employment contract, either expressed or implied. The SCTPO retains all "employment-at-will" rights and can terminate the employment relationship at any time for any legal reason without prior notice. A dismissal action initiated by the SCTPO during the probationary period of employment may be accomplished with or without cause and without prior notice.

(M) LEAVES OF ABSENCE.

(1) From time to time, situations may arise that warrant consideration of placing an employee on a "Leave of Absence." Generally, actions of this nature are rare and must involve unusual or extenuating circumstances. Leaves of Absence may be accomplished with or without pay depending on the situation.

(2) WITHOUT PAY – Consideration for Leaves of Absence without pay is contingent upon reason, exhaustion of all other accrued leave as appropriate, and ultimate approval of the SCTPO Executive Director.

(3) Under no circumstances will a Leave of Absence without pay be granted which exceeds ninety (90) calendar days and without extreme circumstances being involved or unless the situation meets the criteria for extended Leave of Absence without pay as prescribed by Federal, State, or Local law applicable to the Space Coast Transportation Planning Organization. Refer to sections 9.1 (l), 9.6 and Section 19 for additional information.

(N) SUSPENSIONS. Generally a suspension is an action resulting from a disciplinary action initiated by the SCTPO Executive Director against a specific employee for a specific cause. Suspensions are considered to be a severe form of disciplinary action and may be accomplished with or without pay depending on the situation.

(O) MERIT INCREASE.

(1) General.

(a) The Space Coast Transportation Planning Organization's pay plan consists of a salary minimum/maximum range per position with a performance based system for pay progression. Performance reviews are generally conducted annually, and should follow the guidelines established in the adopted Pay for Performance manual.

(b) Progression within the range is based upon performance and such movement is not to be considered automatic. Direct supervisors are responsible for conducting performance appraisals on their subordinates in an impartial, objective manner that shall be substantiated by cited examples of performance. The purpose of conducting performance appraisals is to assess an employee's overall performance for the entire rating period to provide a basis to determine merit pay progression.

(c) Red Circled Employees. Employees that are at or exceed the maximum of a pay grade range as designated in the Classification and Pay Plan, are designated as "Red Circled" and are generally not eligible to receive merit increases. These employees should be considered for a promotion or another type of compensation may be offered in lieu of an increase in base salary. Compensation may be offered in the form of a lump sum payment or additional annual leave may be offered. Exceptions may be approved by the Executive Director to allow an employee's pay to exceed the maximum of a range under the following circumstances:

1. Increase in pay that results in exceeding the maximum salary limit listed in the Classification and Pay Plan is a Cost of Living Adjustment (COLA). In these circumstances there is no maximum imposed on salary. When all employee's are receiving a COLA, red circled employees shall also be eligible to receive, regardless if they are at maximum of range.

2. Employee has received a Performance Evaluation rating of "Above Satisfactory" or higher and it is in best interest of the organization to reward employee for high performance and retain employee.

3. Employee has reached maximum salary due to longevity and has been with organization twenty-five (25) years or more.

4. A unique circumstance not addressed by any of the above and determined by the TPO Executive Director to be in best interest of the organization.

(2) Special.

(a) Special performance evaluations may be conducted at any time during the year to support and document significant aspects or changes in an employee's performance of job duties. Reviews of this nature will normally be reflective of either meritorious performance or adverse performance. Special performance evaluations require prior approval of the SCTPO Executive Director or the Executive Director's designee. As is the case with routine performance reviews, special performance evaluations must be discussed with the employee, documented on the appropriate form, and forwarded to the TPO staff member responsible for recording and holding personnel files.

(b) An overall "~~Successful~~Satisfactory" rating is necessary whenever an employee is given a special performance review with the intent of triggering a base salary rate increase other than at the time of the established performance review date.

(3) Performance Reviews – In general, performance reviews shall be accomplished for all regular full-time and regular part-time employees on an annual basis. Requests to extend an employee's performance review date beyond an annual occurrence shall be permitted only upon written mutual agreement between the employee being rated, and the SCTPO Executive Director, outlining the specific reason(s) for the extension and the date of the agreed upon subsequent performance review. (Normally this extension should not exceed six (6) months). This mutual agreement must be submitted to the SCTPO Executive Director**,** or the Executive Director's designee, no later than the date of classification. If mutual agreement cannot be attained as specified above, then the performance review must be accomplished as scheduled previously.

* * *

SECTION 8.0 EMPLOYEE BENEFITS

* * *

8.4 PARENTAL LEAVE.

(1) Parental leave is a benefit to SCTPO employees to give parents flexibility and time to bond with a new child and adjust to new family situations. Flexibility and family-friendly policies are essential to cultivating an atmosphere where employees can thrive professionally without sacrificing essential family obligations.

(2) Eligibility. All full-time and part-time permanent employees that have been employed by the organization for at least one (1) calendar year and are in good standing, shall be eligible to receive up to four weeks of paid paternity leave for the birth or adoption of a child into their immediate family.

The employee must also meet one of the following criteria:

a. Have given birth to a child; or
b. Be a spouse or committed partner of a woman who has given birth to a child; or
c. Have adopted a child who is 17 years of age or younger. This provision does not apply to the adoption of a stepchild by a stepparent.

(3) Provisions. All parental leave shall be available for a 12-month period following the birth or adoption of a child. For employees who are eligible for leave under the FMLA (See Section 19), parental leave shall count against the employee's FMLA leave entitlement and is available for use before any other paid leave types are used.

Employees shall notify their supervisor with as much advance notice as possible under the circumstances. Supervisors may request verification of the birth or adoption at any time prior to, or during, parental leave.

To provide flexibility, intermittent parental leave is available. Leave may be used in two (2) hour increments with supervisor approval. Under no circumstances will the four (4) weeks of parental leave be extended beyond ninety (90) days following the birth or adoption date.

Four weeks of parental leave for regular, full-time employees is equal to 160 hours. Parental leave for regular, part-time employees will be prorated based on hours of service.

8.5 INCENTIVE LEAVE.

The Space Coast TPO shall develop and maintain an Employee Recognition Program to encourage professional growth, recognize high performance and acknowledge years of service at designated intervals. Various recognitions and awarded administrative leave shall be follow the established guidelines within the Employee Recognition Program approved by the TPO Executive Director. Incentive leave shall be provided under the following:

(1) Awards for superior performance shall not exceed eight (8) hours per award type and shall carry a time limit of use within six (6) months of receiving award. Administrative hours awarded under this program shall not carry any cash value and employee's will not be paid for any accrued unused leave under this program upon resignation, retirement or any other termination of employment.
(2) Full-time permanent employees shall be eligible for additional incentive leave time for years of service. Employee must be in good standing with the

organization and not under any disciplinary action. Years of service do not have to be consecutive and are based on cumulative accounting. Part-time employees shall be eligible for incentive leave on a prorated basis. The following milestones shall be followed when awarding tenure related incentive leave hours:

Years of Service	Incentive Leave Award
5 years	1 week (40 hours)
10 and 15 years	2 weeks (80 hours)
20 years	3 weeks (120 hours)
25 years	4 weeks (160 hours)

(3) The additional incentive leave must be used within one (1) calendar year of being awarded and is not eligible to be rolled over or to be paid out if employee terminates employment prior to using. Leave must be used in 8 hour increments and have advanced approval by immediate supervisor. Tracking of incentive leave shall be monitored by timekeeper and documented in accordance to timekeeping procedures.

SECTION 9.0 ATTENDANCES AND ABSENCES

* * *

9.12 HOURS WORKED.

(A) The Space Coast Transportation Planning Organization offices are open from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding approved holidays. It is imperative that sufficient coverage of the office is maintained at all times during the regular office hours. The normal work schedule for all full time regular and full time hourly employees is at least 35.0 hours per full work week of five (5) working days; provided, that all regular, full time hourly employees usually will work at least 7.0 hours a day (exclusive of time off for meals) to be classified as full time employees. The Executive Director may adjust regular office hours, as needed, on a temporary basis not to exceed ninety (90) days. Any changes to permanent office hours must be approved by the TPO Governing Board.

* * *