



TOWN OF MELBOURNE BEACH

TOWN COMMISSION WORKSHOP

MARCH 5, 2025

AGENDA PACKET

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Town of Melbourne Beach

TOWN COMMISSION WORKSHOP

Wednesday, March 5, 2025 @ 6:00 pm

COMMUNITY CENTER – 509 OCEAN AVENUE

PUBLIC NOTICE AGENDA

Commission Members:

Mayor Alison Dennington
Vice Mayor Dawn Barlow
Commissioner Robert Baldwin
Commissioner Anna Butler
Commissioner Tim Reed

Staff Members:

Town Manager Elizabeth Mascaro
Town Clerk Amber Brown

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, THE TOWN HEREBY ADVISES THE PUBLIC THAT: In order to appeal any decision made at this meeting, you will need a verbatim transcript of the proceedings. It will be your responsibility to ensure such a record is made. Such person must provide a method for recording the proceedings verbatim as the Town does not do so.

In accordance with the Americans with Disability Act and Section 286.26, Florida Statutes, persons needing special accommodations for this meeting shall, at least 5 days prior to the meeting, contact the Office of the Town Clerk at (321) 724-5860 or Florida Relay System at 711.

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance and Moment of Silence**

4. Public Comment

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda. Please remember to sign the sign-in sheet provided if you will be speaking at the meeting.

5. New Business

- A. Consideration to schedule a workshop meeting to address the Town Managers contract – Commissioner Tim Reed
- B. Consideration to purchase Power DMS Power Policy software program supporting Human Resources and employee training – Town Manager Elizabeth Mascaro
- C. Consideration on completing the town improvements (street signs, poles & banners) and closing Fund 351 Land and Road Improvements – Town Manager Elizabeth Mascaro
- D. Consideration of discussing the Basin 1 Bid Book during a Commission meeting prior to advertising the RFP – Town Manager Elizabeth Mascaro

6. Adjournment

Town Commission Meeting

Section: New Business

Meeting Date: Feb 19, 2025 RTC Meeting

From: Commissioner Tim Reed

Re: Request to schedule a Workshop meeting to specifically address the Town Manager's Contract

Background Information:

Timeliness is important, as the TM's current "Employment Agreement" expires on 10/1/25, with the terms specifying that the TM provide notification to the Commission NLT 8/1/25 of their intent to renew or extend the agreement. At which point the Commission shall begin negotiations to renew or extend the agreement. If terms of agreement are not renewed or extended, the agreement will expire.

Recommendation:

Proposed details to be addressed in said workshop meeting:

1. Review current contract with TA so all commissioners have same understanding of current agreement and process.
2. Have TA outline what the commissions options are for discussing & working out how to proceed.
3. Have TA outline who/how the commission approves the terms of the "Employment Agreement".
4. Discuss various scenarios & paths forward.

Attachments:

None.

TOWN OF MELBOURNE BEACH

TOWN MANAGER PERFORMANCE EVALUATIONTOWN MANAGER'S NAME: Elizabeth MascaroDATE OF LAST REVIEW: 10/01/23 CURRENT REVIEW PERIOD: FROM: 10/01/23 TO: 10/01/24CURRENT SALARY: \$112,360.00 RECOMMENDED INCREASE: 6.00% EFFECTIVE DATE: FY25REVIEWED BY: Commissioner Corey Runte DATE OF EVALUATION REVIEW WITH TOWN MANAGER: 09/17/24**RATING**

PLEASE INDICATE YOUR IMPRESSION OF THE TOWN MANAGER IN THE FOLLOWING AREAS. RATE EACH ITEM ON THE EVALUATION SHEET BASED ON THE FOLLOWING SCALE:

Consistent superior performance level	5 (Exceptional)
Above satisfactory performance level exceeds job requirements on continuing basis	4 (Very Good)
Performance level meets minimum job requirements – satisfactory performance	3 (Satisfactory)
Performance level fails to meet minimum job requirements	2 (Needs to Improve)
Performance level fails considerable to meet minimum job requirements	1 (Unsatisfactory)
Unable to rate (indicates that particular item/issue has not been observed by the rater)	0

PERFORMANCE FACTORSOrganizational Management (Running day-to-day business, "managing the shop")

1. Plans and organizes work that implements the policies of the Town Commission. 5
2. Initiates/maintains effective professional relationships with Departments Heads.
Demonstrates knowledge/understanding of Departmental operations. 5
3. Effectively manages personnel issues including employee insurance, fringe benefits, promotions, pensions, and employee negotiations. 5
4. Effectively recruits professional staff. 5
5. Demonstrates creativity, ability to reach effective, and when necessary, inventive solutions. 5

Comments: _____

Elizabeth exemplifies excellent quality of work, always with plenitude and in organized fashion. It is evident by the quality of work that she has significant experience working in municipal government, especially related to finance and accounting. Balancing a Budget & projecting a budget is arguably the most important responsibility of a manager, and she demonstrates excellence as seen by our yearly audit by James Moore, and how accurate the accounting projections are...all the way down to a line item basis. I have been involved in budgeting and accounting for 17 years, and Elizabeth is by far the strongest I have seen in that area of expertise.

Fiscal Management (Managing resources, preparing and administering budget)

1. Plans and organizes the preparation of an annual budget with documentation, etc. that conforms to guidelines adopted by the Commission. 5
2. Administers the adopted budget within approved revenues and expenditures. 5
3. Prepares reports for Commission that provide the most up-to-date data available concerning expenditures and revenues. 5

Comments: _____

Elizabeth provides excellent fiscal management. It is evident she has a strong background in fiscal management, which is probably the most important facet of managing a town. Along with a strong finance manager (Jennifer Kerr), they continuously meet and exceed expectations for residents and our finance auditor, James Moore.

Planning (Anticipating needs, recognizing potential problems, looking ahead)

1. Establishes a process of planning in anticipation of future needs and problems. 5
2. Achieves goals/objectives which are the direct responsibility of the Town Manager in a timely and professional manner. 5

Comments: _____

Elizabeth has done an exception job at planning, especially our longterm fiscal planning, capital planning, and infrastructure planning. She does early diligence on potential exposures with cost increases on insurance, and labor burden items. She also works closely with other municipalities with a collaborative approach to understand any unknowns that may be coming our way.

Supervision (Ability to deal with and direct subordinates for effective service delivery)

1. Encourages Department Heads to make decisions within their own jurisdictions without Town Manager approval, yet maintains appropriate control of administrative operations. 5
2. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs 5

Comments: Elizabeth has done an excellent job managing her subordinates/employees, especially given the new challenges this year dealing with constant harassment and toxic behavior of the new mayor, alison dennington. She allows the department heads to take ownership in their work and departments, and does not micro-manage them, which was noted as a weakness in previous town managers. In doing so, she has retained all department heads and increased job satisfaction. That is the sign of a true leader.

Relations with Commission (Meeting needs of Commission)

1. Accepts and responds to constructive criticism and advice. 5

2. Carries out the directives of the Commission as a whole, rather than those of any individual Commission member. 5
3. Relationship with you – meeting your needs as a Town official and policy advisor 5

Comments: Elizabeth has done an excellent job meeting the needs of the commission as a whole. This is not an easy task, especially given the new challenges this year dealing with constant harassment and toxic behavior of the new mayor, alison dennington. Elizabeth is amenable to most and deals very well with conflict and resilience by leading by example.

Reporting (Ability to communicate and transmit information accurately and comprehensively)

1. Adequately informs the Commission of current issues. 5
2. Provides the Commission with reports concerning matters of importance to the Town. 4
3. Reports are generally produced through own initiative, as well as when requested by Commission. 4

Comments: Elizabeth has done a very good job at keeping the commission informed, as well as requesting our letters of support to the county, state and federal levels when needed (most recently via STR regulation, SB 280). She consistently provides all reports for all town departments.

Citizen and Intergovernmental Relations (Relationship with public/outside agencies)

1. Handles citizens' complaints and questions in a professional and prompt manner. 5
2. Willingness to meet with members of the community and discuss issues of concern; initiates follow-up as appropriate. 5
3. Cooperates with neighboring communities and maintains open communications with other municipalities in areas that may affect or relate to the Town. 4

Comments: Elizabeth is very well respected and recognized as a strong leader in our community and on the county and state levels as well. She constantly opens her schedule to meet with residents upon request, and has responded to adversity in a resilient manner over the last year.

Professional/Personal Characteristics (Maintaining a proper working style, flexibility, ability to handle crises in reasonable and productive manner)

1. Invests sufficient effort and time in being diligent and thorough in the performance of job responsibilities. 5

2. Demonstrates willingness to attend seminars/conferences to be kept informed of new legislation, methods and techniques. 4
3. Professional presence – adequately represents the Town with other units of government, professional associations and civic groups/organizations. 5

Comments:

Elizabeth is very well respected and recognized as a strong leader in our community and on the county and state levels as well. She represents our town with grace, strength, and civility. I have personally heard this and witness this through my significant community involvement outside of the town limits, as well as through direct feedback from those on the SCLOC. Most are aware of the toxic environment the new mayor (alison dennington) has created, and most have recognized the vitality and tenacity our TM has maintained to date, despite the undeserving adversity presented on a daily basis.

PERFORMANCE OBJECTIVES

Identify five performance objectives you would like the Town Manager to meet during the next year:

1. Explore and secure new grant opportunities .
2. Identify and Create longterm infrastructure needs, and map out a cost-loaded improvement plan for next 5-10 years. Specifically Ocean Park, Oak Street, and Ocean Avenue.
3. Continue to focus on and improve employee retention within her ability to do so, especially given the consistent issues presented by the new mayor, alison dennington.
4. Identify and Attend professional development training to assist with the ever-increasing adversity and litigious actions presented by the new mayor, alison dennington.
5. Setup regular monthly meetings with all volunteer town boards (History, Environmental, Parks, etc.)

OVERALL PERFORMANCE EVALUATION

120 -- 108	Exceptional
107 -- 84	Very Good
83 -- 60	Satisfactory
59 -- 36	Needs to Improve
35 -- 0	Unsatisfactory

**Average Performance Points: 116

**Take total of performance points received and divide by those areas observed, do no use any "0"(unable to rate) rating while figuring the average.

Date: 09/09/24

Rater's Signature: _____



Rater's Comments: _____

TM Mascaro is an excellent leader as town manager. The residents support her, all of the staff supports her, and the commission (except mayor) supports her. She leads by example, she leads with professionalism, grit, and the highest level of integrity. See additional pages for supplementary commentary

(attach additional pages if necessary)

Date: 9/23/24

Manager's Signature: _____


COMMISSION OBSERVATIONS

Please provide constructive suggestions and performance objectives you think the Manager should address during the next year.

1. During the coming year, in what can the Town Manager take the greatest pride? What do you feel are his strongest points and his finest accomplishments this year?

1. Finance & Budget: A+ Rating by Auditor, Balanced Budget, Reduced Millage Rates
2. Management: Employee Retention & Attraction (Best in years)
3. Beautification: Beautification and Improvements throughout all of town paid for without taxes (Parking funds).
4. Integrity & Professionalism: Recognized by many local leaders as highly professional & hardworking despite constant unwarranted litigious behavior by Mayor Dennington (4 lawsuits) and threats of additional

2. What areas do you feel most need improvement? Why? Do you have any constructive, positive ideas as to how the Town Manager can improve these areas?

1. Protection & Preservation of Staff: Attempt to find solutions to help protect and shield employees from the constant harassment by Mayor.
2. Collaboration with Municipalities: Have bi-weekly meetings with other mayors and staff to increase collaboration in anyway possible.

3. Two things that the Town Manager does now that I would most like him to continue:

- a. Balanced Budget & Lowered Millage Rate

Professional & Virtuous Leadership/Management Style

- b. Beautification & Continued Improvements

4. Two things that the Manager does now that I would most like him to discontinue:

a. N/A

b.

5. Two things that the Manager does not do now that I would like him to do:

a.

Update Master Plan: It is coming up on the time to revisit the master plan and engage the community on what our next 100 years will look like

b.

Sustainability: Create a 10 year plan with action items (Ex: Solar power for facilities, stormwater improvements, pervious pavers, bioswales, etc.)



ADDITIONAL COMMENTS:

Quality of Work:

Elizabeth exemplifies excellent quality of work, always with completeness and in an orderly fashion. It is evident by the quality of work that she has significant experience working in municipal government, especially related to finance and accounting. Balancing a Budget & projecting a budget is arguably the most important responsibility of a manager, and she demonstrates excellence as seen by our yearly audit by James Moore, and how accurate the accounting projections are...all the way down to a line item basis. I have been involved in budgeting and accounting for 15 years, and Elizabeth is by far the strongest I have seen in that area of expertise. Additionally, she allows the department heads to take ownership in their work and departments, and does not micro-manage them, which was noted as a weakness in the previous town manager. In doing so, she has retained all department heads and increased job satisfaction. That is the sign of a true leader.

Elizabeth typically accomplishes her responsible tasks and action items in a timely fashion. It is rare that something is late, and if it is, it was moved to a lower tier of prioritization due to other items taken priority. Elizabeth moves at a quick pace with her work, and I do not have any specific examples of tardy work or delays.

Job Knowledge:

Elizabeth is a very qualified individual for this position, and possesses unique characteristics that have proven very beneficial for our town and its tax-paying residents. She possesses skills in finance and accounting that by far exceeds that of other local managers or past town managers. In areas that she understands a weakness or lack of expertise, she acts as a leader and enables her department heads to voice their opinion and take ownership. The Commission identified a few areas for improvement over the last few years, with my main suggestion being communication skills and problem-solving skills. I feel that there is room to improve here, however I have seen continuous improvement in these areas, and she continues to pursue additional training and classes for improvement. I have noticed that Elizabeth's natural personality can be misinterpreted as "short", however she is very direct and concise in her responses. As a Town Manager I feel that it's important to be able to read the situation, understand the type of person you are communicating with, and to cater your style of communication to best fit that specific situation so as to avoid further conflict and create a resolution quickly. I have noticed improvement in this area as well, and will continue to track her performance here specifically. Elizabeth does not require micromanaging by the town commission and can be reliably counted on for task completion and satisfaction of all action items, even if not directly assigned to herself, individually.



Dealing with Others:

Elizabeth is well-respected by her peers, residents and the commission alike. As one of my favorite professional coaches say "There will always be adversity on the field, and it's not the adversity that creates a leader, but how you handle and work with the adversity on the field". I have personally discussed with most (if not all) employees, and the responses are very positive. Elizabeth has been creative with team-building exercises and the mood is always positive and light in the office when I walk in. I had quite the opposite experience when the previous Town Manager was in that same office just a few years back. It is a very welcomed change!

Recruiting & Selection:

Elizabeth inherited a staff that was not necessarily here for the right reasons and was not here in the best interest of the town and it's residents. It has now been 5 years since Elizabeth was promoted from Finance to Town Manager by unanimous Commission approval, and the town staff is finally her team that she assembled, obviously with assistance and guidance from department heads and the commission as well as our residents. I compare this to a College Football Team, they always say "It takes 4 years for a College Football Coach to really be evaluated properly and fairly, to cycle out and cycle in those that the coach truly wants and finds for each and every position, whether it be coaches, staff, and players". No one is perfect, and it can be challenging to attract and retain talent in a small municipality with limited funds (and is historically known for a toxic social media presence by a few select residents). Well, over the last 5 years, we have cleaned up that reputation, and Elizabeth has finally reached the goal of having a full staff with individuals we all believe in, trust and support to run our amazing little town. I am also proud to say we are the only municipality that has women in 3 department lead positions, and 3 female commissioners.

Elizabeth is great with Teamwork and recently held a Teamwork/Team Bonding Day at Ryckman Park. The Staff enjoys working together which is evident when you go to town hall and notice the aura in the room. The staff events/bbq's are well attended and always a great time. She always puts the interest of the town above her own interests, for the greater good of the community.

Relationship with Public:

Elizabeth has a positive relationship with the public and has done an excellent job advocating for numerous additional classes at Ryckman Park, Beautification projects across the town, the BeachComber Newsletter, and has boosted our annual events to something that we can all be proud of. She has allowed us to increase funding from parking revenue to boost the events, create new events (Spring Fest, Children's Business Fair, Movie Nights, Veteran's Day Event, Christmas Golf Cart Parade, 4th of July Event, etc.) It's not always easy being the town manager, but I think she does a fine job. You will never make everyone happy, but all you can ask for is to do your best and do



what's in the best interest of the majority of the residents, for the GREATER GOOD! Elizabeth does just that.

Planning:

Elizabeth does a great job with planning and resource allocation. I would suggest room for improvement on proactive communication with our boards and committees so that they can take pride and ownership in the events or goals they are working on. There is always room for improvement and always better to meet earlier, but it's a function of time and capacity, which is hard to find in a town that is run very "lean". Overall, she exceeds the requirements but there is some room for improvement here in relation to the boards and committees and involving them earlier to be part of the overall discussion. Elizabeth excels in the area of organization and efficiency in operations. She successfully manages a town that is run very "lean" with staff by planning efficiently, enabling department heads to own their work and take pride in their work, and by implementing and welcoming new procedures that improve efficiency. Additionally, she has welcomed technology such as our building department software, accounting software, and our upgraded town website. Residents have been very happy with all of these improvements. Considering we have the lowest taxes of comparable municipalities in Brevard County, and we have in fact lowered our millage rate the last 2 years, I am very impressed how much we have accomplished with the resources given.

Sincerely,

Corey Runte

Town Commissioner

crunte@melbournebeachfl.org

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www.melbournebeachfl.org



TOWN OF MELBOURNE BEACH

TOWN MANAGER PERFORMANCE EVALUATION

TOWN MANAGER'S NAME: ELIZABETH MASCARO

DATE OF LAST REVIEW: 09/11/2024

CURRENT REVIEW PERIOD: FROM: 2023 TO: 2024

CURRENT SALARY: _____ RECOMMENDED INCREASE: COLA ^{5.1%} EFFECTIVE DATE: NEW FISCAL YEARREVIEWED BY: Heidi Waller DATE OF EVALUATION REVIEW WITH TOWN MANAGER: 9/11/24**RATING**

PLEASE INDICATE YOUR IMPRESSION OF THE TOWN MANAGER IN THE FOLLOWING AREAS. RATE EACH ITEM ON THE EVALUATION SHEET BASED ON THE FOLLOWING SCALE:

Consistent superior performance level	5 (Exceptional)
Above satisfactory performance level exceeds job requirements on continuing basis	4 (Very Good)
Performance level meets minimum job requirements – satisfactory performance	3 (Satisfactory)
Performance level fails to meet minimum job requirements	2 (Needs to Improve)
Performance level fails considerable to meet minimum job requirements	1 (Unsatisfactory)
Unable to rate (indicates that particular item/issue has not been observed by the rater)	0

PERFORMANCE FACTORS

Organizational Management (Running day-to-day business, "managing the shop")

1. Plans and organizes work that implements the policies of the Town Commission. 4
2. Initiates/maintains effective professional relationships with Departments Heads.
Demonstrates knowledge/understanding of Departmental operations. 4
3. Effectively manages personnel issues including employee insurance, fringe benefits, promotions, pensions, and employee negotiations. 4
4. Effectively recruits professional staff. 5
5. Demonstrates creativity, ability to reach effective, and when necessary, inventive solutions. 4

Comments: _____

Fiscal Management (Managing resources, preparing and administering budget)

1. Plans and organizes the preparation of an annual budget with documentation, etc. that conforms to guidelines adopted by the Commission. 5
2. Administers the adopted budget within approved revenues and expenditures. 5
3. Prepares reports for Commission that provide the most up-to-date data available concerning expenditures and revenues. 4

Comments: Elizabeth has managed to maintain the town's budget inline and many times has come in under budget even during the hard economic times that the country is going through. She has lowered the mileage rate for 2024-2025. She has found a way to award pay raises and add additional personnel all while keeping this in line again during some very hard economic times

Planning (Anticipating needs, recognizing potential problems, looking ahead)

1. Establishes a process of planning in anticipation of future needs and problems. 4
2. Achieves goals/objectives which are the direct responsibility of the Town Manager in a timely and professional manner. 4

Comments: After years of dealing with various commissioners Elizabeth has become more proactive in having data/answers on hand to specifically address any questions that might arise from topics that are on the RTCM agenda.

Supervision (Ability to deal with and direct subordinates for effective service delivery)

1. Encourages Department Heads to make decisions within their own jurisdictions without Town Manager approval, yet maintains appropriate control of administrative operations. 5
2. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs 5

Comments: Elizabeth overseas staff who all get along extremely well. This was after years of the latter not being the case. She is not a micromanager and she welcomes open discussion period she has tried to protect her employees from harassment be it the Commission or residents by requesting that all such communication filtered through her so that she can in turn discuss with her employees the situation at hand.

Relations with Commission (Meeting needs of Commission)

1. Accepts and responds to constructive criticism and advice. _____
2. Carries out the directives of the Commission as a whole, rather than those of any individual Commission member. 5
3. Relationship with you – meeting your needs as a Town official and policy advisor 5

Comments: _____

Reporting (Ability to communicate and transmit information accurately and comprehensively)

1. Adequately informs the Commission of current issues. 5
2. Provides the Commission with reports concerning matters of importance to the Town. 5
3. Reports are generally produced through own initiative, as well as when requested by Commission. 5

Comments: Elizabeth is an incredible knowledge bank to the TOMB Commission due to her invaluable the years of service. I do believe she has the ability to effectively communicate information during RTCM town Commission meetings however she should try to have more facts in her verbal responses when asked questions on agenda items. I realize it's hard to remember everything when out on the spot, but I would recommend she proactively by prepare for questions that she might be asked so that she has the information readily at hand.

Citizen and Intergovernmental Relations (Relationship with public/outside agencies)

1. Handles citizens' complaints and questions in a professional and prompt manner. 5
2. Willingness to meet with members of the community and discuss issues of concern; initiates follow-up as appropriate. 5
3. Cooperates with neighboring communities and maintains open communications with other municipalities in areas that may affect or relate to the Town. 5

Comments: Same as above – be ready for resident inquires during RTCM.

Professional/Personal Characteristics (Maintaining a proper working style, flexibility, ability to handle crises in reasonable and productive manner)

1. Invests sufficient effort and time in being diligent and thorough in the performance of job responsibilities. 5
2. Demonstrates willingness to attend seminars/conferences to be kept informed of new legislation, methods and techniques. 5
3. Professional presence – adequately represents the Town with other units of government, professional associations and civic groups/organizations. 5

Comments: _____

PERFORMANCE OBJECTIVES

Identify five performance objectives you would like the Town Manager to meet during the next year:

1. Be better prepared to answer agenda items in RTCM meeting with more facts
2. Assure staff attend regular professional development opportunities and organize at least 2 Staff retreats a year for moral etc. to include PD and VFD
3. Communicate more effectively with residents before any major changes, or at the time of (ex Stop Signs) and also utilize the newsletter and website to continuously explain topics of contention and what is being done to dispel misconceptions (ex. explain the real problem with STR and Tallahassee and what we can and cannot do, or continuously tout what the paid parking has allowed her to do w/out using tax revenue etc explain the difference between millage rate and ad valorem taxes)
4. Meet with staff one-on-one and ask what they need to be supported for the upcoming year and bring that forth to the commission
5. Ask for help when she needs it and engage the town attorney more actively in that matter going forth.

OVERALL PERFORMANCE EVALUATION

120 -- 108	Exceptional
107 -- 84	Very Good
83 -- 60	Satisfactory

59 -- 36 Needs to Improve

35 -- 0 Unsatisfactory

****Average Performance Points: 93**

****Take total of performance points received and divide by those areas observed, do not use any "0"(unable to rate) rating while figuring the average.**

Date: 9/11/2024

Rater's Signature: _____

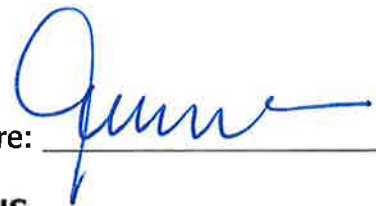
Rater's Comments: _____

(attach additional pages if necessary)

Date: _____

9/11/24

Manager's Signature: _____


COMMISSION OBSERVATIONS

Please provide constructive suggestions and performance objectives you think the Manager should address during the next year.

1. During the coming year, in what can the Town Manager take the greatest pride? What do you feel are his strongest points and his finest accomplishments this year?

She has a very happy staff who like coming to work, despite other shortcomings in Town Hall

2. What areas do you feel most need improvement? Why? Do you have any constructive, positive ideas as to how the Town Manager can improve these areas?

Be better prepared to answer agenda items in RTCM meeting with more facts

3. Two things that the Town Manager does now that I would most like her to continue:

As long as the RTCM meetings go so long I am happy with staff not being present – continue that.

4. Two things that the Manager does now that I would most like her to discontinue:

I cannot think of any

4. Two things that the Manager does not do now that I would like her to do:

Communicate more effectively with residents before any major changes, or at the time of (ex Stop Signs) and also utilize the newsletter and website to continuously explain topics of contention and what is being done to dispel misconceptions (ex. explain the real problem with STR and Tallahassee and what we can and cannot do, or continuously tout what the paid parking has allowed her to do w/out using tax revenue etc explain the difference between millage rate and ad valorem taxes)



TOWN OF MELBOURNE BEACH

Employee Performance Evaluation

EMPLOYEE INFORMATION

Employee:	Elizabeth Mascaro	Date:	10/01/23
Job Title:	Town Manager	Department:	Town Manager
Conducted by:	Corey Runte	Review Period:	FY23

General Instructions: Using the Position Description and/or Performance Objectives as a guide, evaluate the employee's performance based on the criteria below. Where possible, cite specific examples or situations to support your rating and provide comments to support the rating in each category.

Quality of Work: Work is accurate, shows attention to detail, completeness and neatness; work is done right the first time.

☒ **Clearly Outstanding**

☐ **Consistently Exceeds Requirements**

☐ **Meets All Requirements**

☐ **Partially Meets Requirements**

☐ **Below Minimum Requirements**

Comments:

Elizabeth exemplifies excellent quality of work, always with completeness and in an orderly fashion. It is evident by the quality of work that she has significant experience working in municipal government, especially related to finance and accounting. Balancing a Budget & projecting a budget is arguably the most important responsibility of a manager, and she demonstrates excellence as seen by our yearly audit by James Moore, and how accurate the accounting projections are...all the way down to a line item basis. I have been involved in budgeting and accounting for 15 years, and Elizabeth is by far the strongest I have seen in that area of expertise. Additionally, she allows the department heads to take ownership in their work and departments, and does not micro-manage them, which was noted as a weakness in the previous town manager. In doing so, she has retained all department heads and increased job satisfaction. That is the sign of a true leader.

Quantity of Work: Consistently applies himself/herself to complete assigned work within pre-agreed timeframes; minimizes non-productive time.

☐ **Clearly Outstanding**

☒ **Consistently Exceeds Requirements**

☐ **Meets All Requirements**

☐ **Partially Meets Requirements**

☐ **Below Minimum Requirements**

Comments:

Elizabeth typically accomplishes her responsible tasks and action items in a timely fashion. It is rare that something is late, and if it is, it was moved to a lower tier of prioritization due to other items taken priority. Elizabeth moves at a quick pace with her work, and I do not have any specific examples of tardy work or delays.

Job Knowledge: Has and/or is pursuing the skills, abilities and expertise to perform all the essential functions of the position.				
<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: Elizabeth is a very qualified individual for this position, and possesses unique characteristics that have proven very beneficial for our town and it's tax-paying residents. She possesses skills in finance and accounting that by far exceeds that of other local managers or past town managers. In areas that she understands a weakness or lack of expertise, she acts as a leader and enables her department heads to voice their opinion and take ownership. The Commission identified a few areas for improvement over the last few years, with my main suggestion being communication skills and problem-solving skills. I feel that there is room to improve here, however I have seen continuous improvement in these areas, and she continues to pursue additional training and classes for improvement. I have noticed that Elizabeth's natural personality can be misinterpreted as "short", however she is very direct and concise in her responses. As a Town Manager I feel that it's important to be able to read the situation, understand the type of person you are communicating with, and to cater your style of communication to best fit that specific situation so as to avoid further conflict and create a resolution quickly. I have noticed improvement in this area as well, and will continue to track her performance here specifically.				

Dependability: Carries out duties & responsibilities without requiring direct supervision; can be counted on to complete tasks as assigned.				
<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: Elizabeth does not require micromanaging by the town commission and can be reliably counted on for task completion and satisfaction of all action items, even if not directly assigned to herself, individually.				

Dealing with Others: Has good relationships with co-workers, subordinates and supervisors; maintains an even disposition; treats others with respect.				
<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: Elizabeth is well-respected by her peers, residents and the commission alike. That being said, as previously mentioned, there is room for improvement on communication skills with others, including subordinates and co-workers. She has pursued training in this area, as it was identified by the commission as a desire to improve. Although there was an issue with our Public Works Director, that situation was completely resolved and their relationship is strong and respectful. As one of my favorite professional coaches say "There will always be adversity on the field, and it's not the adversity that creates a leader, but how you handle and work with the adversity on the field". I have personally discussed with most (if not all) employees, and the responses are very positive. Elizabeth has been creative with team-building exercises and the mood is always positive and light in the office when I walk in. I had quite the opposite experience when the previous Town Manager was in that same office just a few years back. It is a very welcomed change!				

Relationship with Public: Creates a positive image as a City employee; is routinely courteous, helpful and pleasant with the public.

☒ **Clearly Outstanding**

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments:

Elizabeth has a positive relationship with the public and has done an excellent job advocating for numerous additional classes at Ryckman Park, Beautification projects across the town, the BeachComber Newsletter, and has boosted our annual events to something that we can all be proud of. She has allowed us to increase funding from parking revenue to boost the events, create new events (Spring Fest, Children's Business Fair, Movie Nights, Veteran's Day Event, Christmas Golf Cart Parade, 4th of July Event, etc.) It's not always easy being the town manager, but I think she does a fine job. You will never make everyone happy, but all you can ask for is to do your best and do what's in the best interest of the majority of the residents, for the GREATER GOOD! Elizabeth does just that.

Safety: Complies with appropriate safety procedures; uses safety equipment where appropriate; identifies and reports safety hazards; no instances of mishaps.

☒ **Clearly Outstanding**

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: Yes. Elizabeth is a rule follower, and sets a good example for others to do so.

Attendance: Reports to work when scheduled; reports to work on time; works full shift; minimizes unscheduled absences.

☒ **Clearly Outstanding**

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Employee has had 0 hours of sick or unscheduled PTO in the past 12 months.

Comments:

Elizabeth's dedication to this town is second to none. Whether it's a Hurricane (for days at a time) or a town event, she is always present and setting a good example for others to do the same. I couldn't tell you the last time she took vacation or sick time, other than COVID 2 years ago.

Managers & Supervisors Performance Evaluation Supplement

Planning: Anticipates requirements, events & conditions that need a commitment of staff resources and/or funds; has a capable back-up for all critical functions & responsibilities.

☐ Clearly Outstanding

☒ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: Elizabeth does a great job with planning and resource allocation. I would suggest room for improvement on proactive communication with our boards and committees so that they can take pride and ownership in the events or goals they are working on. There is always room for improvement and always better to meet earlier, but it's a function of time and capacity, which is hard to find in a town that is run very "lean". Overall, she exceeds the requirements but there is some room for improvement here in relation to the boards and committees and involving them earlier to be part of the overall discussion.

Leading: Uses effective inter-personal skills to create & maintain teamwork, positive attitudes & the completion of work in an efficient & quality-oriented manner.

☐ Clearly Outstanding

☒ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: Elizabeth is an excellent leader. This sentiment is shared by other local leaders that I have spoken with about the community perception. I would like to see Elizabeth try to take some time away from the office and attend additional community events to work collaboratively with other local officials. I know she does this with the League of Cities, and a few others but I would like to encourage and recommend this. Per my previous comments, there is room to improve in the communication area but overall she has done a great job.

Organizing: Effectively allocates resources to maintain efficiency of operations; deploys staff to complete work & assignments based proper priorities.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: Elizabeth excels in the area of organization and efficiency in operations. She successfully manages a town that is run very "lean" with staff by planning efficiently, enabling department heads to own their work and take pride in their work, and by implementing and welcoming new procedures that improve efficiency. Additionally, she has welcomed technology such as our building department software, accounting software, and our upgraded town website. Residents have been very happy with all of these improvements. Considering we have the lowest taxes of comparable municipalities in Brevard County, and we have in fact lowered our millage rate the last 2 years, I am very impressed how much we have accomplished with the resources given.

Managers & Supervisors Performance Evaluation Supplement

Controlling: Ensures compliance to City policies, practices & procedures; performs quality control checks on work in progress & work completed; performs preventative maintenance on equipment.

☒
Clearly Outstanding

☐
Consistently Exceeds
Requirements

☐
Meets All Requirements

☐
Partially Meets
Requirements

☐
Below Minimum
Requirements

Comments: Elizabeth does a great job with controlling and compliance. She consistently performs quality control checks, progress reviews and sets realistic deadlines with deliverables and metrics. She is very organized with her tracking and provides updates when requested. I believe there is always room for improvement, especially in the infrastructure repairs/road repairs and I would like to see a diagram showing the timeline of projects so that it is easier to view for the public. That is something I am used to being in the Construction & Engineering Industry, and am happy to continue offering my assistance with the planning and cost estimating.

Recruiting & Selection: New hires, replacement hires & promotions are conducted with the objective of negotiating the best terms with the most qualified candidate.

☒
Clearly Outstanding

☐
Consistently Exceeds
Requirements

☐
Meets All Requirements

☐
Partially Meets
Requirements

☐
Below Minimum
Requirements

Comments: Elizabeth inherited a staff that was not necessarily here for the right reasons and was not here in the best interest of the town and it's residents. It has now been 4 years since Elizabeth was promoted from Finance to Town Manager by unanimous Commission approval, and the town staff is finally her team that she assembled, obviously with assistance and guidance from department heads and the commission as well as our residents. I compare this to a College Football Team, they always say "It takes 4 years for a College Football Coach to really be evaluated properly and fairly, to cycle out and cycle in those that the coach truly wants and finds for each and every position, whether it be coaches, staff, and players". No one is perfect, and it can be challenging to attract and retain talent in a small municipality with limited funds (and is historically known for a toxic social media presence by a few select residents). Well, over the last 4-5 years, we have cleaned up that reputation, and Elizabeth has finally reached the goal of having a full staff with individuals we all believe in, trust and support to run our amazing little town. I am also proud to say we are the only municipality that has women in 3 department lead positions, and soon to be 4 (Mayor Joyce Barton)!

Expense Control: Uses sound judgment in assessing the financial impact of matters affecting maintenance, acquisition of equipment/services & salary administration.

<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
<p>Comments: Elizabeth does an excellent job with expense control, we are always under budget and under our monthly expenditure rates. I have been very impressed with her performance relative to this. She is proactive with ensuring our compensation packages are competitive in order to retain and attract great staff and department heads, which typically requires annual adjustments in compensation. She always provides a chart of similar municipalities and justifies her recommendations for adjustments with real factual data.</p>				

Managers & Supervisors Performance Evaluation Supplement

Communications: Is alert to situations, events & conditions that need to be communicated to peers, subordinates & management; documents (in writing) employee performance issues.

<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
<p>Comments: I have no complaints here and feel that Elizabeth does a thorough job with this. Supposedly this was an issue with the previous Town Manager that has been improved upon since Elizabeth took over. She is very black & white and believes everything should be documented for transparency.</p>				

Personnel Management: Motivates subordinates to attain desired results; addresses personnel matters promptly; counsels employees on performance needs; monitors improvement.

<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
<p>Comments: Elizabeth does a great job with personnel management. She encourages department heads and staff to take pride and ownership in their work, and she uplifts them in many ways. The communication skills have slowly improved, and will continue to improve with additional training, but she is very honest with everyone and transparent.</p>				

Teamwork: Cooperates with peers & superiors on issues requiring coordination and/or support; willingly participates in group endeavors; put the interests of the City above interests of own department.

☒ **Clearly Outstanding**

☐ **Consistently Exceeds Requirements**

☐ **Meets All Requirements**

☐ **Partially Meets Requirements**

☐ **Below Minimum Requirements**

Comments: Elizabeth is great with Teamwork and recently held a Teamwork/Team Bonding Day at Ryckman Park. The Staff enjoys working together which is evident when you go to town hall and notice the aura in the room. The staff events/bbq's are well attended and always a great time. She always puts the interest of the town above her own interests, for the greater good of the community.

EVALUATION SUMMARY

Employee's Strong Points:

1. Strength in Finance/Accounting and Budget forecasting for a Balanced Budget to keep taxes as low as possible
2. Strength in Planning, implementing new technology and new procedures to improve efficiency throughout the town
3. Strength in teamwork and supporting her exceptional department leaders to take pride & ownership in their departments
4. Strength in working with other municipalities, leaders, government officials for common goals
5. Strength in Advocating for a community that is built upon trust, positivity, progress and integrity

Areas Needing Improving:

1. Communication Skills & Training
2. Emotional Intelligence & Problem Solving with challenging situations & mitigating issues

COREY WHITE
COMMISSIONER AT LARGE
10/01/23

Employee Comments:

VERIFICATION OF REVIEW

This is to acknowledge that I have reviewed and discussed this evaluation with my supervisor and that I have had an opportunity to make my comments in writing in the above section and/or on an attachment.

Employee Signature:

Date:

Supervisor Signature:



Date:

10/01/23

Department Director Signature:

Date:

Personnel Director Signature:

Date:

**TOWN OF MELBOURNE BEACH**

Employee Performance Evaluation

EMPLOYEE INFORMATION			
Employee:	ELIZABETH MASCARO	Date:	8-26-23
Job Title:	Town Manager	Department:	
Conducted by:	JERRI QUARRIE	Review Period:	

General Instructions: Using the Position Description and/or Performance Objectives as a guide, evaluate the employee's performance based on the criteria below. Where possible, cite specific examples or situations to support your rating and provide comments to support the rating in each category.

Quality of Work: Work is accurate, shows attention to detail, completeness and neatness; work is done right the first time.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
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Comments:

Very good.

Quantity of Work: Consistently applies himself/herself to complete assigned work within pre-agreed timeframes; minimizes non-productive time.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
---	--	--	--	--

Comments:

Job Knowledge: Has and/or is pursuing the skills, abilities and expertise to perform all the essential functions of the position.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: 				

Dependability: Carries out duties & responsibilities without requiring direct supervision; can be counted on to complete tasks as assigned.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: Quick response every time & notify there is something & want more information about				

Dealing with Others: Has good relationships with co-workers, subordinates and supervisors; maintains an even disposition; treats others with respect.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: Does not coddle employees causing issues.				

Relationship with Public: Creates a positive image as a City employee; is routinely courteous, helpful and pleasant with the public.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
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Comments:

Old men with old ideas have a difficult time relating to all the female leadership in Town Hall. That's not going to change. You are courteous to everyone and helpful.

Safety: Complies with appropriate safety procedures; uses safety equipment where appropriate; identifies and reports safety hazards; no instances of mishaps.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
---	--	--	--	--

Comments:

Attendance: Reports to work when scheduled; reports to work on time; works full shift; minimizes unscheduled absences.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
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Employee has had 0 hours of sick or unscheduled PTO in the past 12 months.

Comments:

always available by cell.
Even on vacation if needed.

Managers & Supervisors Performance Evaluation Supplement

Planning: Anticipates requirements, events & conditions that need a commitment of staff resources and/or funds; has a capable back-up for all critical functions & responsibilities.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
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Comments:

see Last page

Leading: Uses effective inter-personal skills to create & maintain teamwork, positive attitudes & the completion of work in an efficient & quality-oriented manner.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
---	---	--	--	--

Comments:

see Last page

Organizing: Effectively allocates resources to maintain efficiency of operations; deploys staff to complete work & assignments based proper priorities.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
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Comments:

See Last Page

Managers & Supervisors Performance Evaluation Supplement

Controlling: Ensures compliance to City policies, practices & procedures; performs quality control checks on work in progress & work completed; performs preventative maintenance on equipment.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
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Comments:

See Last page

Recruiting & Selection: New hires, replacement hires & promotions are conducted with the objective of negotiating the best terms with the most qualified candidate.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
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Comments:

See Last Page

Expense Control: Uses sound judgment in assessing the financial impact of matters affecting maintenance, acquisition of equipment/services & salary administration.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: <div style="text-align: center; font-size: 2em; font-family: cursive;">See Last Page</div>				

Managers & Supervisors Performance Evaluation Supplement

Communications: Is alert to situations, events & conditions that need to be communicated to peers, subordinates & management; documents (in writing) employee performance issues.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: <div style="text-align: center; font-size: 2em; font-family: cursive;">See Last page</div>				

Personnel Management: Motivates subordinates to attain desired results; addresses personnel matters promptly; counsels employees on performance needs; monitors improvement.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: <div style="text-align: center; font-size: 2em; font-family: cursive;">See Last page</div>				

Teamwork: Cooperates with peers & superiors on issues requiring coordination and/or support; willingly participates in group endeavors; put the interests of the City above interests of own department.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
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Comments:

In my years of working with Town Hall, I believe Elizabeth has been the best fit for our Town needs. I fully support her leadership in the future.
SP

EVALUATION SUMMARY

Employee's Strong Points:

Forward thinking and planning.
Budget process and understanding.
SP

Areas Needing Improving:

Employee Comments:

VERIFICATION OF REVIEW

This is to acknowledge that I have reviewed and discussed this evaluation with my supervisor and that I have had an opportunity to make my comments in writing in the above section and/or on an attachment.

Employee Signature:

Date:

8-26-23

Supervisor Signature:

Date:

Department Director Signature:

Date:

Personnel Director Signature:

Date:



TOWN OF MELBOURNE BEACH

Employee Performance Evaluation

EMPLOYEE INFORMATION

Employee: ELIZABETH MASCARO	Date: 8/25/2023
Job Title: TOWN MANAGER	Department:
Conducted by: MARIVI WALKER	Review Period: FY 2023

General Instructions: Using the Position Description and/or Performance Objectives as a guide, evaluate the employee's performance based on the criteria below. Where possible, cite specific examples or situations to support your rating and provide comments to support the rating in each category.

Quality of Work: Work is accurate, shows attention to detail, completeness and neatness; work is done right the first time.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: In all my dealings with Elizabeth I have found her quality of work to be excellent.

Quantity of Work: Consistently applies himself/herself to complete assigned work within pre-agreed timeframes; minimizes non-productive time.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: In all my dealings with Elizabeth I have found the timeframe of work completion to be excellent.

Job Knowledge: Has and/or is pursuing the skills, abilities and expertise to perform all the essential functions of the position.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: In all my dealings with Elizabeth I have found her job knowledge to be excellent.

Dependability: Carries out duties & responsibilities without requiring direct supervision; can be counted on to complete tasks as assigned.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: In all my dealings with Elizabeth I have found her dependability to be excellent.

Dealing with Others: Has good relationships with co-workers, subordinates and supervisors; maintains and even disposition; treats others with respect.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: In all my dealings with other municipality staff member, I have not heard of any issues with Elizabeth's dealing with such staff members.

Relationship with Public: Creates a positive image as a City employee; is routinely courteous, helpful and pleasant with the public.				
<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: In all my dealings with Elizabeth I have found her relationship with the public to be excellent.				

Safety: Complies with appropriate safety procedures; uses safety equipment where appropriate; identifies and reports safety hazards; no instances of mishaps.				
<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: In all my dealings with Elizabeth I have found her concern for safety of work to be excellent.				

Attendance: Reports to work when scheduled; reports to work on time; works full shift; minimizes unscheduled absences.				
<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Employee has had <u>0</u> hours of sick or unscheduled PTO in the past 12 months.				
Comments:				

Managers & Supervisors Performance Evaluation Supplement

Planning: Anticipates requirements, events & conditions that need a commitment of staff resources and/or funds; has a capable back-up for all critical functions & responsibilities.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: In all my dealings with Elizabeth I have found her planning gto be excellent.

Leading: Uses effective inter-personal skills to create & maintain teamwork, positive attitudes & the completion of work in an efficient & quality-oriented manner.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: In all my dealings with other municipality staff member, I have not heard of any issues with Elizabeth's leadership skills with such staff members.

Organizing: Effectively allocates resources to maintain efficiency of operations; deploys staff to complete work & assignments based proper priorities.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: I have not been made aware of any issues pertaining to such,

Managers & Supervisors Performance Evaluation Supplement

Controlling: Ensures compliance to City policies, practices & procedures; performs quality control checks on work in progress & work completed; performs preventative maintenance on equipment.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: I have not been made aware of any issues pertaining to such.

Recruiting & Selection: New hires, replacement hires & promotions are conducted with the objective of negotiating the best terms with the most qualified candidate.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: I have not been made aware of any issues pertaining to such.

Expense Control: Uses sound judgment in assessing the financial impact of matters affecting maintenance, acquisition of equipment/services & salary administration.

<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: I have not been made aware of any issues pertaining to such				

Managers & Supervisors Performance Evaluation Supplement

Communications: Is alert to situations, events & conditions that need to be communicated to peers, subordinates & management; documents (in writing employee performance issues.

<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: I have not been made aware of any issues pertaining to such.				

Personnel Management: Motivates subordinates to attain desired results; addresses personnel matters promptly; counsels employees on performance needs; monitors improvement.

<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: I have not been made aware of any issues pertaining to such.				

Teamwork: Cooperates with peers & superiors on issues requiring coordination and/or support; willingly participates in group endeavors; put the interests of the City above interests of own department.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments: I have not been made aware of any issues pertaining to such.

EVALUATION SUMMARY

Employee's Strong Points: Forward thinking. Proactive

Areas Needing Improving: 

Employee Comments:

VERIFICATION OF REVIEW

This is to acknowledge that I have reviewed and discussed this evaluation with my supervisor and that I have had an opportunity to make my comments in writing in the above section and/or on an attachment.

Employee Signature:

Date:

Supervisor Signature:

Date:

Department Director Signature:

Date:

Personnel Director Signature:

Date:

TOWN OF MELBOURNE BEACH

Employee Performance Evaluation



46

EMPLOYEE INFORMATION

Employee:	Elizabeth Mascaro	Date:	
Job Title:	Town Manager	Department:	
Conducted by:	Joyce D. Barton	Review Period:	

General Instructions: Using the Position Description and/or Performance Objectives as a guide, evaluate the employee's performance based on the criteria below. Where possible, cite specific examples or situations to support your rating and provide comments to support the rating in each category.

Quality of Work: Work is accurate, shows attention to detail, completeness and neatness; work is done right the first time.

<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
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Comments:

Town Manager Mascaro leaves no rock unturned. She shows exemplary attention to detail for Agenda items, budget, events and activities.

The efficiency at Town Hall has greatly improved not only in process efficiency but also in office layout and flow of business. Everything is in very good order allowing for excellent productivity.

Quantity of Work: Consistently applies himself/herself to complete assigned work within pre-agreed timeframes; minimizes non-productive time.

<input type="checkbox"/> Clearly Outstanding	<input checked="" type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
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Comments:

Town Manager consistently exceeds the expectations and requirements of her position. The only reason why this category was not given a 5 is due to the inordinate amount of distraction that takes her away from doing her job due to dealing with excessive issues coming from one resident.

Her time and quality of work can only be improved by having more hours in the day to deal with the problems that have been evident this year.

Job Knowledge: Has and/or is pursuing the skills, abilities and expertise to perform all the essential functions of the position.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments:

Town Manager consistently applies herself to the skills required for her position. Her banking background helps to attribute to attention the details of numbers and line items in a budget.

TM attends conferences with other town managers to expand her knowledge of the functions of her position.

Dependability: Carries out duties & responsibilities without requiring direct supervision; can be counted on to complete tasks as assigned.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments:

Extremely dependable and committed to the Town and completing tasks in a timely manner for the benefit of all residents.

All tasks that the Commission has directed TM to complete are addressed in the most efficient manner possible.

Dealing with Others: Has good relationships with co-workers, subordinates and supervisors; maintains an even disposition; treats others with respect.

☐ Clearly Outstanding

☒ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments:

Town Manager has improved in this area. I'm pleased to see a good working relationship with subordinates as well as supervisors of departments. I have seen respect shown to the employees and vice versa.

Any work place has its challenges, but I feel these situations have improved dramatically and have been handled effectively.

Relationship with Public: Creates a positive image as a City employee; is routinely courteous, helpful and pleasant with the public.

<input type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input checked="" type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
--	--	--	---	---

Comments:

Town Manager communicates with residents as needed, but I would like to see some improvement in this area. I have nothing bad to say about this category and I understand not everyone is a gregarious people person. This is just an area for some improvement to help with public perception.

Safety: Complies with appropriate safety procedures; uses safety equipment where appropriate; identifies and reports safety hazards; no instances of mishaps.

<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
---	--	---	---	---

Comments:

Town Manager always considers safety pre-cautions and procedures. She goes above and beyond to comply with safety procedures of staff during work hours as well as special events.

Any safety issues are promptly addressed for the prevention of mishaps that might affect residents and/or staff.

Attendance: Reports to work when scheduled; reports to work on time; works full shift; minimizes unscheduled absences.

<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
---	--	---	---	---

Employee has had 0 hours of sick or unscheduled PTO in the past 12 months.

Comments:

Extremely reliable and committed to reporting to work. She arrives early and stays late many times.

Takes mini-vacations vs long extended absences for vacation time.

Managers & Supervisors Performance Evaluation Supplement

Planning: Anticipates requirements, events & conditions that need a commitment of staff resources and/or funds; has a capable back-up for all critical functions & responsibilities.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments:

Town Manager plans well in-advance for events making sure all components are addressed and in-place. She works in conjunction with chief Griswold and chief Brown to plan for all critical details of each function.

Leading: Uses effective inter-personal skills to create & maintain teamwork; positive attitudes & the completion of work in an efficient & quality-oriented manner.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments:

Team building activities have been beneficial for staff. Town Manager has participated in team projects.

Town Manager stays in direct contact w/ each department through concern for their needs. I have talked to each department head and they have all expressed their satisfaction with their work environment.

Organizing: Effectively allocates resources to maintain efficiency of operations; deploys staff to complete work & assignments based proper priorities.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Town Manager is very attuned to the needs of departments in order to maintain efficient operations on a daily basis.

She will change priorities of assignments when necessary based on urgency while at the same time not losing sight of original needs.

Resources used are very well thought out.

Comments:

Managers & Supervisors Performance Evaluation Supplement

Controlling: Ensures compliance to City policies, practices & procedures; performs quality control checks on work in progress & work completed; performs preventative maintenance on equipment.

☐
Clearly Outstanding

☒
Consistently Exceeds
Requirements

☐
Meets All Requirements

☐
Partially Meets
Requirements

☐
Below Minimum
Requirements

Comments:

Town Manager is very active in quality control of works in progress as well as projects being discussed or planned, maintenance of buildings and equipment.

would like to see a maintenance check^{list} on buildings to prevent things like mold in the Community Center.

Recruiting & Selection: New hires, replacement hires & promotions are conducted with the objective of negotiating the best terms with the most qualified candidate.

☒
Clearly Outstanding

☐
Consistently Exceeds
Requirements

☐
Meets All Requirements

☐
Partially Meets
Requirements

☐
Below Minimum
Requirements

Comments:

Negotiated hire of full-time Building official which has proven to improve the permitting process, inspections and code compliance as well as positively affecting the cost to run this department.

Thoughtfully hired the "right fit" in all departments such as Public Works to serve the Town in the most effective manner.

Re-structured departments to run more efficiently.

Expense Control: Uses sound judgment in assessing the financial impact of matters affecting maintenance, acquisition of equipment/services & salary administration.

<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: Shows attention to every detail of every line item in the budget. Thinks outside the box to use monies more effectively, for example, purchasing the equipment needed for Town staff (PW) to perform maintenance independently vs. outside contractors.				

Managers & Supervisors Performance Evaluation Supplement

Communications: Is alert to situations, events & conditions that need to be communicated to peers, subordinates & management; documents (in writing) employee performance issues.

<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: I stop by the office a lot. I always see a co-operative work environment with all employees. Weekly staff meetings are held for open communication. While I do not attend many of these meetings, it is an important opportunity for staff to work together. Employees that that may need reprimanded if necessary are handled in a private and respectful manner.				

Personnel Management: Motivates subordinates to attain desired results; addresses personnel matters promptly; counsels employees on performance needs; monitors improvement.

<input checked="" type="checkbox"/> Clearly Outstanding	<input type="checkbox"/> Consistently Exceeds Requirements	<input type="checkbox"/> Meets All Requirements	<input type="checkbox"/> Partially Meets Requirements	<input type="checkbox"/> Below Minimum Requirements
Comments: Town Manager stays very well informed and connected with employee performance. Issues are addressed to improve performance when necessary.				

Teamwork: Cooperates with peers & superiors on issues requiring coordination and/or support; willingly participates in group endeavors; put the interests of the City above interests of own department.

☒ Clearly Outstanding

☐ Consistently Exceeds Requirements

☐ Meets All Requirements

☐ Partially Meets Requirements

☐ Below Minimum Requirements

Comments:

Town Manager holds weekly staff meetings for direction to staff and open communication for department needs, plans and activities.

EVALUATION SUMMARY

Employee's Strong Points:

Commitment to the Town

Very active involvement w/ Boards, Town Events, and Planning.

Has a positive vision for the Town.

Has stood strong during all attacks and lawsuits.

Areas Needing Improving:

Communication

Employee Comments:

VERIFICATION OF REVIEW

This is to acknowledge that I have reviewed and discussed this evaluation with my supervisor and that I have had an opportunity to make my comments in writing in the above section and/or on an attachment.

Employee Signature:		Date:	
Supervisor Signature:	<i>Joseph D. Baiton</i>	Date:	10/20/2023
Department Director Signature:	<i>as per contract</i>	Date:	
Annual Increase	Cost of Living % Merit Increase%	Date:	

TOWN OF MELBOURNE BEACH

TOWN MANAGER PERFORMANCE EVALUATIONTOWN MANAGER'S NAME: Elizabeth MascaroDATE OF LAST REVIEW: _____ CURRENT REVIEW PERIOD: FROM: 2021 TO: 2022CURRENT SALARY: _____ RECOMMENDED INCREASE: During Budget meetings Commission will make increase
recommendations for all staff _____ EFFECTIVE DATE: _____REVIEWED BY: Commissioner Quarrie DATE OF EVALUATION REVIEW WITH TOWN MANAGER: _____**RATING****PLEASE INDICATE YOUR IMPRESSION OF THE TOWN MANAGER IN THE FOLLOWING
AREAS. RATE EACH ITEM ON THE EVALUATION SHEET BASED ON THE FOLLOWING
SCALE:**

Consistent superior performance level	5 (Exceptional)
Above satisfactory performance level exceeds job requirements on continuing basis	4 (Very Good)
Performance level meets minimum job requirements – satisfactory performance	3 (Satisfactory)
Performance level fails to meet minimum job requirements	2 (Needs to Improve)
Performance level fails considerable to meet minimum job requirements	1 (Unsatisfactory)
Unable to rate (indicates that particular item/issue has not been observed by the rater)	0

PERFORMANCE FACTORS**Organizational Management** (Running day-to-day business, "managing the shop")

1. Plans and organizes work that implements the policies of the Town Commission. 4
2. Initiates/maintains effective professional relationships with Departments Heads.
Demonstrates knowledge/understanding of Departmental operations. 4
3. Effectively manages personnel issues including employee insurance, fringe
benefits, promotions, pensions, and employee negotiations. 4
4. Effectively recruits professional staff. 3
5. Demonstrates creativity, ability to reach effective, and when necessary, inventive
solutions. 4

Comments: Town Clerk openings seems to be a problem. But available applicants are not plentiful.

Fiscal Management (Managing resources, preparing and administering budget)

1. Plans and organizes the preparation of an annual budget with documentation, etc. that conforms to guidelines adopted by the Commission. ___5___
2. Administers the adopted budget within approved revenues and expenditures. ___5___
3. Prepares reports for Commission that provide the most up-to-date data available concerning expenditures and revenues. ___5___

Comments: You excel the budget process and knowledge of how the budget works which I believe makes you extremely qualified for our Town. I believe that is a top priority for our small Town.

Planning (Anticipating needs, recognizing potential problems, looking ahead)

1. Establishes a process of planning in anticipation of future needs and problems. ___4___
2. Achieves goals/objectives which are the direct responsibility of the Town Manager in a timely and professional manner. ___4___

Comments: _____

Supervision (Ability to deal with and direct subordinates for effective service delivery)

1. Encourages Department Heads to make decisions within their own jurisdictions without Town Manager approval, yet maintains appropriate control of administrative operations. ___4___
2. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs ___4___

Comments: ___It is my opinion that the situation with the previous Town Clerk was unfortunate but very one sided. We cannot open the Town to law suits. You acted professional and documented staff job performance.___

Relations with Commission (Meeting needs of Commission)

1. Accepts and responds to constructive criticism and advice. ___4___

2. Carries out the directives of the Commission as a whole, rather than those of any individual Commission member. ___5___
3. Relationship with you – meeting your needs as a Town official and policy advisor ___5___

Comments: Always available and answers my questions quickly or gives a timeframe for answers.

Reporting (Ability to communicate and transmit information accurately and comprehensively)

1. Adequately informs the Commission of current issues. ___5___
2. Provides the Commission with reports concerning matters of importance to the Town. ___5___
3. Reports are generally produced through own initiative, as well as when requested by Commission. ___5___

Comments: _____

Citizen and Intergovernmental Relations (Relationship with public/outside agencies)

1. Handles citizens' complaints and questions in a professional and prompt manner. ___4___
2. Willingness to meet with members of the community and discuss issues of concern; initiates follow-up as appropriate. ___4___
3. Cooperates with neighboring communities and maintains open communications with other municipalities in areas that may affect or relate to the Town. ___5___

Comments: The amount of Public Records requests and general inability for the Town to satisfy some residents that are making frequent excessive demands is making the entire staff less effective in my opinion and should not reflect on staff discussing issues of concern. Also the majority of recent issues need to be handled by legal department.

Professional/Personal Characteristics (Maintaining a proper working style, flexibility, ability to handle crises in reasonable and productive manner)

1. Invests sufficient effort and time in being diligent and thorough in the performance of job responsibilities. ___5___
2. Demonstrates willingness to attend seminars/conferences to be kept informed of new legislation, methods and techniques. ___5___

3. Professional presence – adequately represents the Town with other units of government, professional associations and civic groups/organizations. 5

Comments: As previously commented I feel that the Town has some residents that are taking time and your focus away from your goals. Your handling of these constant distractions has been excellent in my view.

PERFORMANCE OBJECTIVES

Identify five performance objectives you would like the Town Manager to meet during the next year:

1. Completion of Tree ordinance improvement.
2. Mixed Use ordinance to keep commercial area vital
3. _____
4. _____
5. _____

OVERALL PERFORMANCE EVALUATION

120 -- 108 Exceptional
 107 -- 84 Very Good
 83 -- 60 Satisfactory
 59 -- 36 Needs to Improve
 35 -- 0 Unsatisfactory

**Average Performance Points: _____

**Take total of performance points received and divide by those areas observed, do not use any "0"(unable to rate) rating while figuring the average.

Date: May 16th 2022 Rater's Signature: S. Quarrie

Rater's Comments: Thank you for all your good work. I look forward to continuing to work with you to make our Town a great place to live

(attach additional pages if necessary)

Date: _____

Manager's Signature: _____

COMMISSION OBSERVATIONS

Please provide constructive suggestions and performance objectives you think the Manager should address during the next year.

1. During the coming year, in what can the Town Manager take the greatest pride? What do you feel are his strongest points and his finest accomplishments this year?

Effectively managing the paid parking process

2. What areas do you feel most need improvement? Why? Do you have any constructive, positive ideas as to how the Town Manager can improve these areas?

None

3. Two things that the Town Manager does now that I would most like him to continue:

a. __staying professional during adversity__

b. __Keep the budget process running smoothly__

4. Two things that the Manager does now that I would most like him to discontinue:

a. None

b.

5. Two things that the Manager does not do now that I would like him to do:

a. _____ None _____

b. _____

TOWN OF MELBOURNE BEACH

TOWN MANAGER PERFORMANCE EVALUATION

TOWN MANAGER'S NAME: Elizabeth Mascaro

DATE OF LAST REVIEW: _____ CURRENT REVIEW PERIOD: FROM: _____ TO: _____

CURRENT SALARY: _____ RECOMMENDED INCREASE: _____ EFFECTIVE DATE: _____

REVIEWED BY: Steve Gilmore DATE OF EVALUATION REVIEW WITH TOWN MANAGER: 3/31/2020RATING

PLEASE INDICATE YOUR IMPRESSION OF THE TOWN MANAGER IN THE FOLLOWING AREAS. RATE EACH ITEM ON THE EVALUATION SHEET BASED ON THE FOLLOWING SCALE:

Consistent superior performance level	5 (Exceptional)
Above satisfactory performance level exceeds job requirements on continuing basis	4 (Very Good)
Performance level meets minimum job requirements – satisfactory performance	3 (Satisfactory)
Performance level fails to meet minimum job requirements	2 (Needs to Improve)
Performance level fails considerable to meet minimum job requirements	1 (Unsatisfactory)
Unable to rate (indicates that particular item/issue has not been observed by the rater)	0

PERFORMANCE FACTORS

Organizational Management (Running day-to-day business, "managing the shop")

1. Plans and organizes work that implements the policies of the Town Commission. 4
2. Initiates/maintains effective professional relationships with Departments Heads. Demonstrates knowledge/understanding of Departmental operations. 4
3. Effectively manages personnel issues including employee insurance, fringe benefits, promotions, pensions, and employee negotiations. 5
4. Effectively recruits professional staff. 4
5. Demonstrates creativity, ability to reach effective, and when necessary, inventive solutions. 4

Comments: Very professional when dealing with
& difficult situations or people.

Fiscal Management (Managing resources, preparing and administering budget)

1. Plans and organizes the preparation of an annual budget with documentation, etc. that conforms to guidelines adopted by the Commission. 5
2. Administers the adopted budget within approved revenues and expenditures. 5
3. Prepares reports for Commission that provide the most up-to-date data available concerning expenditures and revenues. 5

Comments: I feel good about Elizabeth's financial background. It's a true plus for our small Town

Planning (Anticipating needs, recognizing potential problems, looking ahead)

1. Establishes a process of planning in anticipation of future needs and problems. 4
2. Achieves goals/objectives which are the direct responsibility of the Town Manager in a timely and professional manner. 4

Comments: _____

Supervision (Ability to deal with and direct subordinates for effective service delivery)

1. Encourages Department Heads to make decisions within their own jurisdictions without Town Manager approval, yet maintains appropriate control of administrative operations. ?
2. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs 4

Comments: Not sure about #1 most departments are in communication regarding decisions

Relations with Commission (Meeting needs of Commission)

1. Accepts and responds to constructive criticism and advice. 5

2. Carries out the directives of the Commission as a whole, rather than those of any individual Commission member. 5

3. Relationship with you – meeting your needs as a Town official and policy advisor 5

Comments: Not happy with above average understanding of how government works.

Reporting (Ability to communicate and transmit information accurately and comprehensively)

1. Adequately informs the Commission of current issues. 5

2. Provides the Commission with reports concerning matters of importance to the Town. 5

3. Reports are generally produced through own initiative, as well as when requested by Commission. 5

Comments: Responds quickly also. Doesn't say "I'll find out" & wait a month to provide answers

Citizen and Intergovernmental Relations (Relationship with public/outside agencies)

1. Handles citizens' complaints and questions in a professional and prompt manner. 4

2. Willingness to meet with members of the community and discuss issues of concern; initiates follow-up as appropriate. 4

3. Cooperates with neighboring communities and maintains open communications with other municipalities in areas that may affect or relate to the Town. 5

Comments: Knows what other municipalities are doing and uses the information for our Town

Professional/Personal Characteristics (Maintaining a proper working style, flexibility, ability to handle crises in reasonable and productive manner)

1. Invests sufficient effort and time in being diligent and thorough in the performance of job responsibilities. 5

2. Demonstrates willingness to attend seminars/conferences to be kept informed of new legislation, methods and techniques. 5

3. Professional presence – adequately represents the Town with other units of government, professional associations and civic groups/organizations. 5

Comments: _____

PERFORMANCE OBJECTIVES

Identify five performance objectives you would like the Town Manager to meet during the next year:

1. _____

2. _____

3. _____

4. _____

5. _____

OVERALL PERFORMANCE EVALUATION

120 -- 108 Exceptional

107 -- 84 Very Good

83 -- 60 Satisfactory

59 -- 36 Needs to Improve

35 -- 0 Unsatisfactory

**Average Performance Points: 106

**Take total of performance points received and divide by those areas observed, do not use any "0"(unable to rate) rating while figuring the average.

Date: 3/31/2020Rater's Signature: J Davis

Rater's Comments:

I am very happy with the flow
of all Town business and the positive
energy in the office

(attach additional pages if necessary)

Date: _____

Manager's Signature: _____

COMMISSION OBSERVATIONS

Please provide constructive suggestions and performance objectives you think the Manager should address during the next year.

1. During the coming year, in what can the Town Manager take the greatest pride? What do you feel are his strongest points and his finest accomplishments this year?

Staff morale and positive attitude
Implementing virus safe guards and
policies to protect work force

2. What areas do you feel most need improvement? Why? Do you have any constructive, positive ideas as to how the Town Manager can improve these areas?

3. Two things that the Town Manager does now that I would most like him to continue:

a. Keep the budget under control and
continue to be closely involved in finances
department.

b. Continue making everything gender
neutral. Including this form!!

4. Two things that the Manager does now that I would most like him to discontinue:

a. nothing jumps out as a action
to stop

b. _____

5. Two things that the Manager does not do now that I would like him to do:

a. Produce a form by department of
resident comments in general.

b. Show a number monthly of public
record requests and time to comply.

~~also~~

TOWN OF MELBOURNE BEACH

TOWN MANAGER PERFORMANCE EVALUATION

TOWN MANAGER'S NAME: Elizabeth Mascaro

DATE OF LAST REVIEW: n/a CURRENT REVIEW PERIOD: FROM: 2019 TO: 2020

CURRENT SALARY: _____ RECOMMENDED INCREASE: \$0 EFFECTIVE DATE: _____

REVIEWED BY: Vice Mayor Wyatt Hoover DATE OF EVALUATION REVIEW WITH TOWN MANAGER: _____

RATING

PLEASE INDICATE YOUR IMPRESSION OF THE TOWN MANAGER IN THE FOLLOWING AREAS. RATE EACH ITEM ON THE EVALUATION SHEET BASED ON THE FOLLOWING SCALE:

Consistent superior performance level	5 (Exceptional)
Above satisfactory performance level exceeds job requirements on continuing basis	4 (Very Good)
Performance level meets minimum job requirements – satisfactory performance	3 (Satisfactory)
Performance level fails to meet minimum job requirements	2 (Needs to Improve)
Performance level fails considerable to meet minimum job requirements	1 (Unsatisfactory)
Unable to rate (indicates that particular item/issue has not been observed by the rater)	0

PERFORMANCE FACTORS**Organizational Management** (Running day-to-day business, "managing the shop")

1. Plans and organizes work that implements the policies of the Town Commission. 4
2. Initiates/maintains effective professional relationships with Departments Heads.
Demonstrates knowledge/understanding of Departmental operations. 4
3. Effectively manages personnel issues including employee insurance, fringe benefits, promotions, pensions, and employee negotiations. 4
4. Effectively recruits professional staff. 5
5. Demonstrates creativity, ability to reach effective, and when necessary, inventive solutions. 4

Comments: Organizational management is good. Improvements could be made in applying structure across departments to ensure all tasks are being completed on time, with consistency, and minimal oversight.

Fiscal Management (Managing resources, preparing and administering budget)

1. Plans and organizes the preparation of an annual budget with documentation, etc. that conforms to guidelines adopted by the Commission. 5
2. Administers the adopted budget within approved revenues and expenditures. 4
3. Prepares reports for Commission that provide the most up-to-date data available concerning expenditures and revenues. 5

Comments: Good work here, as expected, based on your previous experience as Finance Manager.

Planning (Anticipating needs, recognizing potential problems, looking ahead)

1. Establishes a process of planning in anticipation of future needs and problems. 3
2. Achieves goals/objectives which are the direct responsibility of the Town Manager in a timely and professional manner. 4

Comments: In fairness, this is the most difficult aspect of your job as you've been in the position only a short time. Completion of tasks as directed by the Commission is good. Improvements can be made in understanding the long-term goals of the Commission and then working to identify short term goals that will build toward completion of the long term goals.

Supervision (Ability to deal with and direct subordinates for effective service delivery)

1. Encourages Department Heads to make decisions within their own jurisdictions without Town Manager approval, yet maintains appropriate control of administrative operations. 4
2. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs 4

Comments: More structure is needed in order to effectively delegate tasks while ensuring timely and consistent completion of tasks, with high quality outcomes – meeting documents with department heads to track completion of goals and objectives, digital calendars to share events and associated responsibilities across teams/departments/committees, etc. These documents and meetings also serve as evidence when applying discipline or when terminating an employee.

Relations with Commission (Meeting needs of Commission)

1. Accepts and responds to constructive criticism and advice. 4
2. Carries out the directives of the Commission as a whole, rather than those of any individual Commission member. 4
3. Relationship with you – meeting your needs as a Town official and policy advisor 5

Comments: Great intrapersonal skills, you've done well with creating a unique relationship with each Commission member and have worked to better understand their perspective and directives.

Reporting (Ability to communicate and transmit information accurately and comprehensively)

1. Adequately informs the Commission of current issues. 4
2. Provides the Commission with reports concerning matters of importance to the Town. 4
3. Reports are generally produced through own initiative, as well as when requested by Commission. 4

Comments: Sometimes more frequent updates on discussion items are needed (i.e. those that are emailed/discussed, but not added as action items or not on meeting agendas). Better/consistent use of digital records/documents will remedy this small issue.

Citizen and Intergovernmental Relations (Relationship with public/outside agencies)

1. Handles citizens' complaints and questions in a professional and prompt manner. 5
2. Willingness to meet with members of the community and discuss issues of concern; initiates follow-up as appropriate. 5
3. Cooperates with neighboring communities and maintains open communications with other municipalities in areas that may affect or relate to the Town. 5

Comments: I like that I've seen a more supportive approach in the town staff. Customer service appears to be a priority, with staff helping residents trouble shoot to achieve their goals (while still complying with codes/ordinances) is a welcome change from the "you can't do that" attitude of many

local governments. You've done a good job connecting with our beachside neighbors, building a relationship with Melbourne should be a priority, as well.

Professional/Personal Characteristics (Maintaining a proper working style, flexibility, ability to handle crises in reasonable and productive manner)

1. Invests sufficient effort and time in being diligent and thorough in the performance of job responsibilities. 5
2. Demonstrates willingness to attend seminars/conferences to be kept informed of new legislation, methods and techniques. 4
3. Professional presence – adequately represents the Town with other units of government, professional associations and civic groups/organizations. 4

Comments: I expect that, as you continue to settle into your role, your participation in seminars/conferences and your presence throughout the Brevard community will increase.

PERFORMANCE OBJECTIVES

Identify five performance objectives you would like the Town Manager to meet during the next year:

1. Seriously pursue your commitment to earning you degree in Public Administration.
2. Create written plans/processes that will articulate how the town functions and who is responsible for various ongoing tasks and when those should be completed.
3. Build your (and your staff's) knowledge and skills in the use of digital tools in order to improve efficiency in managing and completing new/recurring tasks. I suggest starting with a goal of earning a Microsoft Office Specialist certification for you and your key staff members.
4. Reach out to connect with community organizations (schools, clubs, churches), which will help you to proactively identify issues or areas in which the town can better serve its residents.
5. Learn more about urban planning and design, how traffic impacts our community, and how we can protect ourselves from the increasing development around us. A good starting point would be to read publications by an organization like Strong Towns.

OVERALL PERFORMANCE EVALUATION**103**

120 -- 108 Exceptional

107 -- 84 Very Good

83 -- 60 Satisfactory

59 -- 36 Needs to Improve

35 -- 0 Unsatisfactory

**Average Performance Points: 4.375

**Take total of performance points received and divide by those areas observed, do not use any "0"(unable to rate) rating while figuring the average.

Date: 6/9/20

Rater's Signature: _____

Rater's Comments:

You walked into a challenging situation, immediately faced adversity, had to fill vacancies in key positions, and did all of that very well. You've laid a very strong foundation for yourself and for the Town's future. There are a few areas for improvement among many areas of strength. I look forward to working with you to build on that success and continue to find ways to improve and to better serve our community. Keep up the great work!

(attach additional pages if necessary)

Date: _____

Manager's Signature: _____

COMMISSION OBSERVATIONS

Please provide constructive suggestions and performance objectives you think the Manager should address during the next year.

1. During the coming year, in what can the Town Manager take the greatest pride? What do you feel are his/her strongest points and his finest accomplishments this year?

You've created a really positive working environment for your team where they feel comfortable presenting new ideas or suggestions for improvement. You praise them when appropriate without worry of being overshadowed. This shows confidence in yourself, leadership skills, and shows that you understand that your (and the Town's) success is dependent on the quality of your team. This is not common in many organizations - government, business or others.

2. What areas do you feel most need improvement? Why? Do you have any constructive, positive ideas as to how the Town Manager can improve these areas?

I think organizational management, in general, which you have not had much time to impact. The more organized and process driven you are, the less time you'll find required "putting out fires" and more time will be available for projects and doing things that improve our community. Increased use of digital tools for meeting and task related record keeping is an example of how you can begin to improve this.

3. Two things that the Town Manager does now that I would most like ~~him~~ her to continue:

- a. Trust, support, and train yourself and your team.

- b. Maintain your outwardly positive and friendly demeanor regardless of circumstance.

4. Two things that the Manager does now that I would most like ~~him~~ her to discontinue:

- a. I don't have specific comments here, I think I covered areas for improvement adequately above.

5. Two things that the Manager does not do now that I would like him to do:

- a. Again, I covered my thoughts and suggestions adequately in the comments following each section above.

TOWN OF MELBOURNE BEACH

TOWN MANAGER PERFORMANCE EVALUATION

TOWN MANAGER'S NAME: Elizabeth Mascaro
 DATE OF LAST REVIEW: 3/5/19 CURRENT REVIEW PERIOD: FROM: Nov-19 TO: June - 20
 CURRENT SALARY: \$ 90,000 RECOMMENDED INCREASE: 10% MIN. EFFECTIVE DATE: ASAP
 REVIEWED BY: Corey Rente DATE OF EVALUATION REVIEW WITH TOWN MANAGER: _____

RATING

PLEASE INDICATE YOUR IMPRESSION OF THE TOWN MANAGER IN THE FOLLOWING AREAS. RATE EACH ITEM ON THE EVALUATION SHEET BASED ON THE FOLLOWING SCALE:

Consistent superior performance level	5 (Exceptional)
Above satisfactory performance level exceeds job requirements on continuing basis	4 (Very Good)
Performance level meets minimum job requirements – satisfactory performance	3 (Satisfactory)
Performance level fails to meet minimum job requirements	2 (Needs to Improve)
Performance level fails considerable to meet minimum job requirements	1 (Unsatisfactory)
Unable to rate (indicates that particular item/issue has not been observed by the rater)	0

PERFORMANCE FACTORS

Organizational Management (Running day-to-day business, "managing the shop")

1. Plans and organizes work that implements the policies of the Town Commission. 5
2. Initiates/maintains effective professional relationships with Departments Heads. Demonstrates knowledge/understanding of Departmental operations. 5
3. Effectively manages personnel issues including employee insurance, fringe benefits, promotions, pensions, and employee negotiations. 5
4. Effectively recruits professional staff. 5
5. Demonstrates creativity, ability to reach effective, and when necessary, inventive solutions. 4

Comments: Nothing but positive feedback. Best TM performance I have seen to date. Great job handling hurricanes + COVID19

Fiscal Management (Managing resources, preparing and administering budget)

1. Plans and organizes the preparation of an annual budget with documentation, etc. that conforms to guidelines adopted by the Commission. 5
2. Administers the adopted budget within approved revenues and expenditures. 5
3. Prepares reports for Commission that provide the most up-to-date data available concerning expenditures and revenues. 5

Comments: Extremely proficient in financing + Accounting.
Her experience is unrivaled + extremely invaluable as a TM.

Planning (Anticipating needs, recognizing potential problems, looking ahead)

1. Establishes a process of planning in anticipation of future needs and problems. 5
2. Achieves goals/objectives which are the direct responsibility of the Town Manager in a timely and professional manner. 5

Comments: TM is proactive rather than reactive.

Supervision (Ability to deal with and direct subordinates for effective service delivery)

1. Encourages Department Heads to make decisions within their own jurisdictions without Town Manager approval, yet maintains appropriate control of administrative operations. 5
2. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs 5

Comments: TM allows Dept. heads to function w/o micro-
managing + fosters growth of all responsibility + respectfully.

Relations with Commission (Meeting needs of Commission)

1. Accepts and responds to constructive criticism and advice. 5

2. Carries out the directives of the Commission as a whole, rather than those of any individual Commission member. 5
3. Relationship with you – meeting your needs as a Town official and policy advisor 5

Comments: TM is very approachable + easy to communicate with.

Reporting (Ability to communicate and transmit information accurately and comprehensively)

1. Adequately informs the Commission of current issues. 5
2. Provides the Commission with reports concerning matters of importance to the Town. 5
3. Reports are generally produced through own initiative, as well as when requested by Commission. 4

Comments: Great job here. Only improvement would be to send follow up emails on items not on agenda that are deemed important.

Citizen and Intergovernmental Relations (Relationship with public/outside agencies)

1. Handles citizens' complaints and questions in a professional and prompt manner. 5
2. Willingness to meet with members of the community and discuss issues of concern; initiates follow-up as appropriate. 5
3. Cooperates with neighboring communities and maintains open communications with other municipalities in areas that may affect or relate to the Town. 5

Comments: Our residents have never been happier. Never received any negative complaints. TM has developed great relationships w/ neighboring municipalities.

Professional/Personal Characteristics (Maintaining a proper working style, flexibility, ability to handle crises in reasonable and productive manner)

1. Invests sufficient effort and time in being diligent and thorough in the performance of job responsibilities. 5

2. Demonstrates willingness to attend seminars/conferences to be kept informed of new legislation, methods and techniques. 5
3. Professional presence – adequately represents the Town with other units of government, professional associations and civic groups/organizations. 5

Comments: TM represents the town very professionally + I am proud
to have Elizabeth as our representative.

PERFORMANCE OBJECTIVES

Identify five performance objectives you would like the Town Manager to meet during the next year:

1. Establish a long-term infrastructure, utility, construction
cost program for improvements.
2. Increase grant-writing applications, & awards by 25% with
a transparent tracking log.
3. Implement 25-50% of EAB Goals or start the process
towards achievement.
4. Develop a business-partnership program with Ocean Ave business
owners to foster a stronger-relationship + offer support.
5. Start/Develop a long-term vision for Dyckman Park, Ocean
Park, Ocean Avenue Corridor. (streetscape, improvements, etc.)

OVERALL PERFORMANCE EVALUATION

120 -- 108	Exceptional
107 -- 84	Very Good
83 -- 60	Satisfactory
59 -- 36	Needs to Improve
35 -- 0	Unsatisfactory

**Average Performance Points: 118

**Take total of performance points received and divide by those areas observed, do not use any "0"(unable to rate) rating while figuring the average.

Date: 6/10/2020Rater's Signature: Cory Butts

Rater's Comments: The Town of Melbourne Beach has never made more progress than it has since the TM has started in position. It has been noticed by the TC, Mayor, residents & neighboring municipal leaders.

(attach additional pages if necessary)

Date: _____

Manager's Signature: _____

COMMISSION OBSERVATIONS

Please provide constructive suggestions and performance objectives you think the Manager should address during the next year.

1. During the coming year, in what can the Town Manager take the greatest pride? What do you feel are ^{her} his strongest points and his finest accomplishments this year?

Hurricane Prep., Public works, Strong Financials, COVID19 Management, Stormwater + sustainability, Parking management

2. What areas do you feel most need improvement? Why? Do you have any constructive, positive ideas as to how the Town Manager can improve these areas?

1) Long-term Infrastructure, Pricing, utility + sustainable improvement costs. 2) Grant writing

3. Two things that the Town Manager does now that I would most like ^{her} him to continue:

a. Active + Proactive Communication

b. Developing strong relationships with neighboring communities

4. Two things that the Manager does now that I would most like ^{her} ~~him~~ to discontinue:

a. Last minute agenda updates or print-outs

b. Do not entertain passive-aggressive / repetitive public records requests, emails or phone calls that are malicious + ill-natured from residents or other staff or commissioners.

5. Two things that the Manager does not do now that I would like him to do:

a. Weekly phone calls to check-in

b. Promote Team staff activities as a group for growth in team-work, culture and efficiency in Team Hall.

TOWN OF MELBOURNE BEACH

TOWN MANAGER PERFORMANCE EVALUATION

TOWN MANAGER'S NAME: Elizabeth Mascaro

DATE OF LAST REVIEW: _____ CURRENT REVIEW PERIOD: FROM: _____ TO: _____

CURRENT SALARY: _____ RECOMMENDED INCREASE: _____ EFFECTIVE DATE: _____

REVIEWED BY: Therese Glavin DATE OF EVALUATION REVIEW WITH TOWN MANAGER: 3/31/2020RATING

PLEASE INDICATE YOUR IMPRESSION OF THE TOWN MANAGER IN THE FOLLOWING AREAS. RATE EACH ITEM ON THE EVALUATION SHEET BASED ON THE FOLLOWING SCALE:

- | | |
|--|----------------------|
| Consistent superior performance level | 5 (Exceptional) |
| Above satisfactory performance level exceeds job requirements on continuing basis | 4 (Very Good) |
| Performance level meets minimum job requirements – satisfactory performance | 3 (Satisfactory) |
| Performance level fails to meet minimum job requirements | 2 (Needs to Improve) |
| Performance level fails considerable to meet minimum job requirements | 1 (Unsatisfactory) |
| Unable to rate (indicates that particular item/issue has not been observed by the rater) | 0 |

PERFORMANCE FACTORS

Organizational Management (Running day-to-day business, "managing the shop")

1. Plans and organizes work that implements the policies of the Town Commission. 4
2. Initiates/maintains effective professional relationships with Departments Heads. Demonstrates knowledge/understanding of Departmental operations. 4
3. Effectively manages personnel issues including employee insurance, fringe benefits, promotions, pensions, and employee negotiations. 5
4. Effectively recruits professional staff. 4
5. Demonstrates creativity, ability to reach effective, and when necessary, inventive solutions. 4

Comments: Very professional when dealing with
& difficult situations or people.

Fiscal Management (Managing resources, preparing and administering budget)

1. Plans and organizes the preparation of an annual budget with documentation, etc. that conforms to guidelines adopted by the Commission. 5
2. Administers the adopted budget within approved revenues and expenditures. 5
3. Prepares reports for Commission that provide the most up-to-date data available concerning expenditures and revenues. 5

Comments: I feel good about Elizabeth's financial background. It's a true plus for our small Town

Planning (Anticipating needs, recognizing potential problems, looking ahead)

1. Establishes a process of planning in anticipation of future needs and problems. 4
2. Achieves goals/objectives which are the direct responsibility of the Town Manager in a timely and professional manner. 4

Comments: _____

Supervision (Ability to deal with and direct subordinates for effective service delivery)

1. Encourages Department Heads to make decisions within their own jurisdictions without Town Manager approval, yet maintains appropriate control of administrative operations. ?
2. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs 4

Comments: Not sure about #1 most departments are in communication regarding decisions

Relations with Commission (Meeting needs of Commission)

1. Accepts and responds to constructive criticism and advice. 5

2. Carries out the directives of the Commission as a whole, rather than those of any individual Commission member. 5

3. Relationship with you – meeting your needs as a Town official and policy advisor 5

Comments: Not happy with above average understanding of how government works.

Reporting (Ability to communicate and transmit information accurately and comprehensively)

1. Adequately informs the Commission of current issues. 5

2. Provides the Commission with reports concerning matters of importance to the Town. 5

3. Reports are generally produced through own initiative, as well as when requested by Commission. 5

Comments: Responds quickly also. Doesn't say "I'll find out" & wait a month to provide answers

Citizen and Intergovernmental Relations (Relationship with public/outside agencies)

1. Handles citizens' complaints and questions in a professional and prompt manner. 4

2. Willingness to meet with members of the community and discuss issues of concern; initiates follow-up as appropriate. 4

3. Cooperates with neighboring communities and maintains open communications with other municipalities in areas that may affect or relate to the Town. 5

Comments: Knows what other municipalities are doing and uses the information for our Town

Professional/Personal Characteristics (Maintaining a proper working style, flexibility, ability to handle crises in reasonable and productive manner)

1. Invests sufficient effort and time in being diligent and thorough in the performance of job responsibilities. 5

2. Demonstrates willingness to attend seminars/conferences to be kept informed of new legislation, methods and techniques. 5
3. Professional presence – adequately represents the Town with other units of government, professional associations and civic groups/organizations. 5

Comments: _____

PERFORMANCE OBJECTIVES

Identify five performance objectives you would like the Town Manager to meet during the next year:

1. _____

2. _____

3. _____

4. _____

5. _____

OVERALL PERFORMANCE EVALUATION

120 -- 108	Exceptional
107 -- 84	Very Good
83 -- 60	Satisfactory
59 -- 36	Needs to Improve
35 -- 0	Unsatisfactory

**Average Performance Points: _____

**Take total of performance points received and divide by those areas observed, do not use any "0"(unable to rate) rating while figuring the average.

Date: 3/31/2020Rater's Signature: J. Davis

Rater's Comments: I am very happy with the flow
of all Town business and the positive
energy in the office

(attach additional pages if necessary)

Date: _____

Manager's Signature: _____

COMMISSION OBSERVATIONS

Please provide constructive suggestions and performance objectives you think the Manager should address during the next year.

1. During the coming year, in what can the Town Manager take the greatest pride? What do you feel are his strongest points and his finest accomplishments this year?

Staff morale and positive attitude
Implementing virus safeguards and
policies to protect work force

2. What areas do you feel most need improvement? Why? Do you have any constructive, positive ideas as to how the Town Manager can improve these areas?

3. Two things that the Town Manager does now that I would most like him to continue:

a. Keep the budget under control and
continue to be closely involved in finance
department.

b. Continue making everything gender
neutral. Including this form!!

4. Two things that the Manager does now that I would most like him to discontinue:

a. nothing jumps out as a action
to stop

b. _____

5. Two things that the Manager does not do now that I would like him to do:

a. Produce a form by department of
resident comments in general.

b. Show a number monthly of public
record requests and time to comply.
~~also~~

TOWN OF MELBOURNE BEACH

TOWN MANAGER PERFORMANCE EVALUATION

TOWN MANAGER'S NAME: Elizabeth Mascaro

DATE OF LAST REVIEW: N/A (1st TM review)

CURRENT REVIEW PERIOD: FROM: _____ TO: _____

CURRENT SALARY: _____ RECOMMENDED INCREASE: _____ EFFECTIVE DATE: _____

REVIEWED BY: J. Simmons/Mayor DATE OF EVALUATION REVIEW WITH TOWN MANAGER: 03/31/2020

RATING

PLEASE INDICATE YOUR IMPRESSION OF THE TOWN MANAGER IN THE FOLLOWING AREAS. RATE EACH ITEM ON THE EVALUATION SHEET BASED ON THE FOLLOWING SCALE:

Consistent superior performance level	5 (Exceptional)
Above satisfactory performance level exceeds job requirements on continuing basis	4 (Very Good)
Performance level meets minimum job requirements – satisfactory performance	3 (Satisfactory)
Performance level fails to meet minimum job requirements	2 (Needs to Improve)
Performance level fails considerable to meet minimum job requirements	1 (Unsatisfactory)
Unable to rate (indicates that particular item/issue has not been observed by the rater)	0

PERFORMANCE FACTORS

Organizational Management (Running day-to-day business, "managing the shop")

1. Plans and organizes work that implements the policies of the Town Commission. 4
2. Initiates/maintains effective professional relationships with Departments Heads.
Demonstrates knowledge/understanding of Departmental operations. 4
3. Effectively manages personnel issues including employee insurance, fringe benefits, promotions, pensions, and employee negotiations. 4
4. Effectively recruits professional staff. 5
5. Demonstrates creativity, ability to reach effective, and when necessary, inventive solutions. 4

Comments: During this 6-month interim review period, Ms. Mascaro has quickly and quite effectively transitioned into the Town Manager role. Among her accomplishments -

- Numerous long-term Commission-directed action items have been resolved and closed (after languishing for several years under previous TMs);

- Unanticipated personnel vacancies have been quickly filled with an even stronger staff (Town Clerk, Deputy Town Clerk, Code Enforcement officer, Fire Inspector and her replacement as Finance Director);
- Personnel and organizational issues within the Police (PBA negotiations, personnel complaints) have been effectively managed;
- Fire Dept leadership has been effectively transitioned;
- A new FD volunteer retention program has been coordinated with the FD leadership and adopted by the Commission;
- Numerous, unforeseen emergencies have been proactively managed (two hurricane preparations, CORONA virus pandemic, including beach and parking closures, numerous storm water and street issues have been repaired, etc); and
- Several new policies have been developed in order to document best practices (pandemic response, budget reporting and resolution, etc).

Fiscal Management (Managing resources, preparing and administering budget)

1. Plans and organizes the preparation of an annual budget with documentation, etc. that conforms to guidelines adopted by the Commission. 5
2. Administers the adopted budget within approved revenues and expenditures. 5
3. Prepares reports for Commission that provide the most up-to-date data available concerning expenditures and revenues. 5

Comments: Ms. Mascaro consistently underruns the budget in key areas under her control. She develops effective solutions when unavoidable overruns (eg, legal) arise. She has also ensured that the her replacement as Finance Director is well-trained and provides effective budget control.

Planning (Anticipating needs, recognizing potential problems, looking ahead)

1. Establishes a process of planning in anticipation of future needs and problems. 4
2. Achieves goals/objectives which are the direct responsibility of the Town Manager in a timely and professional manner. 5

Comments: See comments above

Supervision (Ability to deal with and direct subordinates for effective service delivery)

1. Encourages Department Heads to make decisions within their own jurisdictions without Town Manager approval, yet maintains appropriate control of administrative operations. 4
2. Instills confidence and initiative in subordinates and emphasizes support rather

than restrictive controls for their programs

4

Comments: Ms. Mascaro has provided the appropriate level of supervision and support to her management team, knowing when to "let them run" (eg, Public Works) and when to provide counsel and support (Police Chief personnel issues)

Relations with Commission (Meeting needs of Commission)

1. Accepts and responds to constructive criticism and advice. 4
2. Carries out the directives of the Commission as a whole, rather than those of any individual Commission member. 5
3. Relationship with you – meeting your needs as a Town official and policy advisor 5

Comments: Ms. Mascaro strikes the right balance between advocating for her and her staff's recommendations and each commissioner's initial thoughts. She effectively provides her opinions and rationales, but, when the decision is made, she implements it thoroughly.

Reporting (Ability to communicate and transmit information accurately and comprehensively)

1. Adequately informs the Commission of current issues. 5
2. Provides the Commission with reports concerning matters of importance to the Town. 5
3. Reports are generally produced through own initiative, as well as when requested by Commission. 5

Comments: Ms. Mascaro began the practice of providing the financial reports at each Commission meeting in order to provide ongoing insight into budget vs. actuals, while also forecasting potential overruns and mitigations. While initially somewhat deficient (due to other pressing priorities during the transition) her manager's report is now well-defined and documented. She actively and regularly encourages all commissioners to meet with her regularly to discuss any issues, concerns or thoughts. She is an open book, there are no hidden agendas.

Citizen and Intergovernmental Relations (Relationship with public/outside agencies)

1. Handles citizens' complaints and questions in a professional and prompt manner. 4
2. Willingness to meet with members of the community and discuss issues of concern; initiates follow-up as appropriate. 5

3. Cooperates with neighboring communities and maintains open communications with other municipalities in areas that may affect or relate to the Town. 5

Comments: Ms. Mascaro coordinates with all outside agencies and municipalities very effectively (eg, during the COVID-19 pandemic) and provides excellent communication via the Town's Facebook and web pages

Professional/Personal Characteristics (Maintaining a proper working style, flexibility, ability to handle crises in reasonable and productive manner)

1. Invests sufficient effort and time in being diligent and thorough in the performance of job responsibilities. 5
2. Demonstrates willingness to attend seminars/conferences to be kept informed of new legislation, methods and techniques. 4
3. Professional presence – adequately represents the Town with other units of government, professional associations and civic groups/organizations. 4

Comments: Ms. Mascaro is committed to providing exceptional and professional service to the Town

PERFORMANCE OBJECTIVES

Identify five performance objectives you would like the Town Manager to meet during the next year:

1. Assist in transition to new Mayor
2. Develop more detailed policies and procedures proactively
3. Continue to monitor developments in PD while addressing issues that led to request for bargaining
4. Develop long-term infrastructure maintenance plan such that only minor annual modifications are required and department heads do not need to significantly revise it each year.
5. _____

OVERALL PERFORMANCE EVALUATION - 109

120 -- 108	Exceptional
107 -- 84	Very Good
83 -- 60	Satisfactory
59 -- 36	Needs to Improve

35 -- 0 Unsatisfactory

**Average Performance Points: 109/24 = 4.54


**Take total of performance points received and divide by those areas observed, do not use any "0"(unable to rate) rating while figuring the average.

Date: 03/30/2020

Rater's Signature: //s// James D. Simmons, Mayor

Rater's Comments: Ms. Mascaro has performed exceptionally well during her two periods as interim TM and now TM. This is no surprise to me. She is well organized and focused. She truly cares about her team and is a strong motivator, knowing when to interject herself and when to stand back. She works well with the Commission as a whole and with me individually. I am sure that she will continue to grow and mature in this role and I look forward to her being in this position for a long time.

(attach additional pages if necessary)

Date: 3/31/2020Manager's Signature: 

COMMISSION OBSERVATIONS

Please provide constructive suggestions and performance objectives you think the Manager should address during the next year.

1. During the coming year, in what can the Town Manager take the greatest pride? What do you feel are his strongest points and his finest accomplishments this year?

Recruitment and development of a strong Town staff; ability to look beyond credentials to find the best person for the job *tomorrow*.

2. What areas do you feel most need improvement? Why? Do you have any constructive, positive ideas as to how the Town Manager can improve these areas?

3. Two things that the Town Manager does now that I would most like him to continue:

- a. Keep working the Commission action items to completion
- b. Finalize the long-term infrastructure plan. This should be the road map for the next 10 years and should not require revision each year. Dept heads should identify today what they will need each year for the next 10 years and not keep starting from scratch each budget cycle. Plan!

4. Two things that the Manager does now that I would most like him to discontinue:

a. Change "him" to "her" in this form

b.

5. Two things that the Manager does not do now that I would like him to do:

a. Change "him" to "her" in this form

b.

EMPLOYMENT AGREEMENT **TOWN MANAGER**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the last date executed below by the TOWN OF MELBOURNE BEACH, FLORIDA, a Florida municipal corporation ("Town") and ELIZABETH MASCARO ("Manager").

Purpose of Agreement

The purpose of this Agreement is to set forth and terms and conditions of the Manager's employment by the Town.

Understandings

In consideration of the mutual promises below, the Town and the Manager agree as follows:

1. **Appointment.** The Town hereby appoints ELIZABETH MASCARO as its Town Manager. ELIZABETH MASCARO hereby accepts such appointment.

2. **Duties.** The Manager will be the chief administrative officer of the Town and report to, and be directly responsible to, the Town Commission for all Town affairs. The Manager will perform all functions and duties as specified in the Town Charter (including Section 3.03), Town ordinances, Commission resolutions, any job description approved by the Commission, and as may be directed by the Commission. The Manager shall attend all Commission meetings, unless excused by the Commission, and shall have the right to take part in discussions, but not vote. As reasonably possible, the Manager will also attend meetings of the Town's advisory and appointment boards, including the Planning and Zoning Board, Board of Adjustment and Code Enforcement Board.

3. **Performance.** The Manager agrees to devote the Manager's full time and attention to the business of the Town and to perform all such duties and functions diligently, competently and professionally and within the time frames and deadlines imposed by law, Town policy, the Commission or, if no required deadline, within a reasonable period of time. The Commission shall be the sole judge of whether the Manager has performed such duties and functions in a competent, professional, efficient and effective manner. Except as approved by the Commission, the Manager will not undertake any outside employment or business activities. However, this paragraph will not be construed to prohibit or restrict the Manager from serving on non-profit boards or providing any other charitable or civic services.

4. **Compensation and Benefits.**

(a) **Salary.** The Town will pay the Manager a salary of \$2,038.46 per week (\$106,000.00 annualized) for the Manager's active employment during the first year of this Agreement (beginning October 1, 2022). In the second and third year of this Agreement, Manager shall be entitled to a minimum amount of increase of 4% of the then-annualized salary

and may be entitled to up to an additional 2% increase (for a total maximum possible annual increase of 6%) of the then-annualized salary based on performance-based incentive as approved annually by the Town Commission. Any periods of inactive employment will be compensated in accordance with the Town's policies and procedures concerning paid leave. The Commission will conduct an annual review of the Manager's performance and, in consultation with the Manager, set goals and performance objectives. The Commission may from time to time in its discretion increase the Manager's salary based on performance and/or cost of living increases. The Town will not reduce the Manager's salary during the term of this Agreement without the consent of the Manager.

(b) **Benefits.** The Manager will be eligible to participate in such medical, retirement, paid leave (annual leave, sick leave, etc.), and other standard fringe benefits as may be provided from time to time generally to other full-time employees of the Town. Except as otherwise specified in this Agreement, the Manager's participation in such benefits will be governed by the normal requirements, terms and conditions of any applicable plans, policies or procedures, and as may from time to time be amended, changed or terminated by the Town in its discretion. The Manager will receive 120 hours of annual leave per year. The Manager will not be eligible for compensatory ("comp") time. The Manager is eligible for payment of unused sick leave during employment or upon termination of employment consistent with the Town's employment policies.

(c) **Retirement.** In lieu of participating in the Town's FRS retirement plan, the Manager may elect to have the Town contribute an amount equal to an amount paid by the Town for that year as a contribution for Regular Class Town Employees to the Town's retirement plan into a deferred compensation plan, such as the International City Manager's Association (ICMA) Deferred Compensation Plan, that satisfies federal Internal Revenue Service deferred compensation plan requirements. Payment into a deferred compensation plan by the Town will negate the Town's responsibility to pay into any other retirement program provided by the Town. If the Manager elects to opt out of FRS participation, the Manager shall be responsible to make a proper election of withdrawal from FRS in accordance with Section 121.055, F.S. or as otherwise applicable. Upon separation from employment, any funds in the Manager's deferred compensation account will be transferrable to the extent allowed by such deferred compensation plan and applicable law.

(d) **Expenses.** The Town will pay the Manager a stipend of \$200 per month for the use of the Manager's personal vehicle (excluding normal commuting) for Town Business travel within the Brevard County. Use of a personal vehicle for business travel outside of Brevard County (excluding normal commuting) will be reimbursed at the rate specified in Town policies. The Town Manager will maintain commercial insurance on the Manager's personal vehicle and the Town will reimburse the Manager for the additional cost of this insurance over and above the Manager's normal personal vehicle insurance. Other travel expenses will be reimbursed per Town policy. The Town will supply the manager with a cellular phone and a computer at the Town's expense, which will be subject to Town policies and procedures. The phone provided by the Town will be subject to Florida's public records laws pursuant to Chapter 119, Florida Statutes.

(e) **Professional Organizations/Seminars.** The Town will pay or reimburse the Manager's professional dues and subscriptions and expenses for attending meetings at professional organizations and seminars as are approved in the Town's annual budget on a line item basis or as separately authorized by the Commission.

(f) **Life Insurance.** The Town shall provide the Manager a term life insurance policy equivalent to two (2) times the Town Manager's base salary and shall pay the total premiums for the coverage, not to exceed \$2,000.00 annually. The beneficiary of the term of life insurance policy shall be determined by the Town Manager and the policy shall remain in effect during the term of the Agreement.

(g) **Withholdings and Deductions.** The above compensation and benefits will be subject to any required withholdings and deductions for state and federal taxes, social security, and other normal payroll deductions or for amounts due the Town by the Manager.

5. **Indemnification.** The Town will indemnify and defend the Manager in connection with any civil action arising out of and in the scope of the Manager's employment with the Town in accordance with and to the extent permitted by Sections 111.07 and 111.071, Florida Statutes and other applicable law.

6. **Term and Termination.**

(a) **Term.** The term of this Agreement will begin on October 1, 2022 and will continue for three (3) years unless terminated earlier as provided in subsections (b), (c), or (d) as provided below. The Manager will provide the Town Commission the Manager's Notice of Intent to Renew or Extend this Agreement at least sixty (60) days prior to the end of the term of this Agreement (**by or on August 1, 2025**). Upon receipt of a Notice of Intent to Renew or Extend this Agreement from the Manager, the Town Commission shall begin negotiations to Renew or Extend this Agreement. Such negotiations shall involve the entire Town Commission unless a delegate is formally appointed by the Town Commission. If the term of this Agreement is not extended or renewed, neither party will have any obligation to the other upon expiration of the term.

(b) **Termination By Town Without Cause.** The Town Commission may terminate this Agreement without cause by majority vote of the Town Commission.

(c) **Severance Pay.** The Manager, if terminated without cause as provided in Section 6 (b), will be paid severance, in the Amount of four (4) months' base salary in exchange for the Manager executing a general release of claims in favor of the Town, in a form acceptable to the Town Attorney. The execution of this release of claims shall be made and received by the Town prior to any payment by the Town.

(d) **Termination For Cause.** The Manager may be immediately terminated upon a majority vote of the Commission for cause. For purposes of this Agreement, “cause” means:

(i) A failure to perform the Manager’s duties as required by this Agreement (other than a failure enumerated in (ii) through (iv) below), provided the Manager is provided written notice of such failure and fails to correct the deficiency within 30 days. Notwithstanding the foregoing, in the event the Commission determines that the deficiency is not correctable or another failure occurs again within a 12 month period after a 30-day written warning is given, the Town may immediately terminate this Agreement upon a majority vote of the Commission.

(ii) Dishonest or unethical conduct;

(iii) “Misconduct” as defined in Section 443.036 (29), Florida Statutes;

(iv) Commission of an act that would constitute a felony of any kind or a misdemeanor involving moral turpitude.

If the Manager is terminated for cause, the Town will be obligated to pay the Manager’s compensation and benefits through the date of termination only.

7. **Resignation By Manager.** This Agreement may be terminated by the Manager upon sixty (60) days’ prior written notice to the Town. If the Manager fails to provide the required written notice, the Manager will be liable to the Town for liquidated damages in an amount equal to the Manager’s salary during the sixty (60) days preceding the last day of the Manager’s active employment with the Town. If the Manager provides the required written notice, the Town may elect to accelerate the Manager’s last day of active employment and pay the Manager the Manager’s normal pay and benefits in lieu of the Manager working some or all of such notice period. The Town may condition the payment of pay-in-lieu-of-notice on the Manager executing a general release of claims in favor of the Town, in a form acceptable to the Town Attorney. The execution of this release of claims shall be made and received by the Town prior to any payment by the Town. The Town Manager will not take leave, paid or unpaid, during the Notice period without permission of the majority of the Town Commission.

8. **Return of Town Property.** Upon separation of employment for any reason, the Manager will immediately return all Town property to the Town, including but not limited to keys, cell phone, laptop computer, credit cards, documents, and any and all other property of the Town in the Manager’s possession or control. Upon separation of employment, the Manager will immediately cease accessing the Town’s computer systems, except to the extent permitted by the general public.

9. **General Provisions.**

(a) **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

(b) **Counterparts.** If multiple counterparts of this Agreement are executed, each will be deemed an original, but all counterparts together will constitute one and the same instrument.

(c) **Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes all other understandings and agreements between the parties. Any amendment or change to this Agreement must be in a writing signed by both parties to this Agreement and approved by a majority vote of the Commission.

(d) **Waiver.** The waiver by any party of a violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.

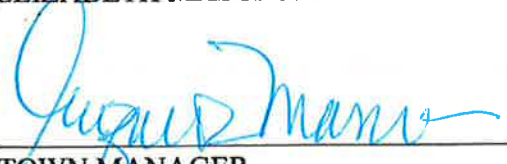
(e) **Governing law/venue/jury waiver/attorney's fees.** This Agreement will be governed by the laws of the State of Florida and venue for any action related to the terms of this Agreement shall be in Brevard County, FL. The parties hereby waive any right to a trial by jury in respect to any litigation based on or arising out of this Agreement. In any legal proceeding arising out of the terms of this Agreement filed by either party against the other, the parties shall bear their own attorney's fees and costs related to such action.

(f) **Plain meaning.** This Agreement will be interpreted in accordance with the plain meaning of its terms and not for or against the drafter of this Agreement.

(g) **Opportunity to Consult with Counsel.** The Parties hereby represent and acknowledge that they have been provided with the opportunity to discuss and review the terms of this Agreement with their respective attorneys before signing it and that they are freely and voluntarily signing this document in exchange for the benefits provided herein. The Parties further represent and acknowledge that they have been provided a reasonable period of time within which to review the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written below.

ELIZABETH MASCARO


TOWN MANAGER

Date: Approved by Town Commission
September 21, 2022

THE TOWN OF MELBOURNE BEACH,
FLORIDA

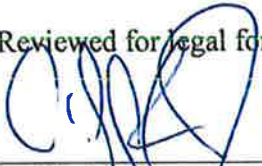
By: 
WYATT HOOVER, Mayor

Date: Approved by Town Commission
September 21, 2022

ATTEST:


Town Clerk, Amber Brown

Reviewed for legal form and content:


Clifford R. Repperger, Jr., Town Attorney

EMPLOYMENT AGREEMENT **TOWN MANAGER**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the last date executed below by the TOWN OF MELBOURNE BEACH, FLORIDA, a Florida municipal corporation ("Town") and ELIZABETH MASCARO ("Manager").

Purpose of Agreement

The purpose of this Agreement is to set forth and terms and conditions of the Manager's employment by the Town.

Understandings

In consideration of the mutual promises below, the Town and the Manager agree as follows:

1. **Appointment.** The Town hereby appoints ELIZABETH MASCARO as its Town Manager. ELIZABETH MASCARO hereby accepts such appointment.

2. **Duties.** The Manager will be the chief administrative officer of the Town and report to, and be directly responsible to, the Town Commission for all Town affairs. The Manager will perform all functions and duties as specified in the Town Charter (including Section 3.03), Town ordinances, Commission resolutions, any job description approved by the Commission, and as may be directed by the Commission. The Manager shall attend all Commission meetings, unless excused by the Commission, and shall have the right to take part in discussions, but not vote. As reasonably possible, the Manager will also attend meetings of the Town's advisory and appointment boards, including the Planning and Zoning Board, Board of Adjustment and Code Enforcement Board.

3. **Performance.** The Manager agrees to devote the Manager's full time and attention to the business of the Town and to perform all such duties and functions diligently, competently and professionally and within the time frames and deadlines imposed by law, Town policy, the Commission or, if no required deadline, within a reasonable period of time. The Commission shall be the sole judge of whether the Manager has performed such duties and functions in a competent, professional, efficient and effective manner. Except as approved by the Commission, the Manager will not undertake any outside employment or business activities. However, this paragraph will not be construed to prohibit or restrict the Manager from serving on non-profit boards or providing any other charitable or civic services.

4. **Compensation and Benefits.**

(a) **Salary.** The Town will pay the Manager a salary of \$1,730.77 per week (\$90,000.00 annualized) for the Manager's active employment during the first year of this Agreement, a salary of \$1,855.77 per week (\$96,500.00 annualized) for the Manager's active employment during the second year of this Agreement, and a salary of \$1,923.08 per week

(\$100,000.00 annualized) for the Manager's active employment during the third year of this Agreement. Any periods of inactive employment will be compensated in accordance with the Town's policies and procedures concerning paid leave. The Commission will conduct an annual review of the Manager's performance and, in consultation with the Manager, set goals and performance objectives. The Commission may from time to time in its discretion increase the Manager's salary based on performance and/or cost of living increases. The Town will not reduce the Manager's salary during the term of this Agreement without the consent of the Manager.

(b) **Benefits.** The Manager will be eligible to participate in such medical, retirement, paid leave (annual leave, sick leave, etc.), and other standard fringe benefits as may be provided from time to time generally to other full-time employees of the Town. Except as otherwise specified in this Agreement, the Manager's participation in such benefits will be governed by the normal requirements, terms and conditions of any applicable plans, policies or procedures, and as may from time to time be amended, changed or terminated by the Town in its discretion. The Manager will receive 120 hours of annual leave per year. The Manager will not be eligible for compensatory ("comp") time. The Manager will not be eligible for unused sick leave during employment or upon termination of employment for any reason.

(c) **Retirement.** In lieu of participating in the Town's FRS retirement plan, the Manager may elect to have the Town contribute an amount equal to an amount paid by the Town for that year as a contribution for Regular Class Town Employees to the Town's retirement plan into a deferred compensation plan, such as the International City Manager's Association (ICMA) Deferred Compensation Plan, that satisfies federal Internal Revenue Service deferred compensation plan requirements. Payment into a deferred compensation plan by the Town will negate the Town's responsibility to pay into any other retirement program provided by the Town. If the Manager elects to opt out of FRS participation, the Manager shall be responsible to make a proper election of withdrawal from FRS in accordance with Section 121.055, F.S. or as otherwise applicable. Upon separation from employment, any funds in the Manager's deferred compensation account will be transferrable to the extent allowed by such deferred compensation plan and applicable law.

(d) **Expenses.** The Town will pay the Manager a stipend of \$200 per month for the use of the Manager's personal vehicle (excluding normal commuting) for Town Business travel within the Brevard County. Use of a personal vehicle for business travel outside of Brevard County (excluding normal commuting) will be reimbursed at the rate specified in Town policies. The Town Manager will maintain commercial insurance on the Manager's personal vehicle and the Town will reimburse the Manager for the additional cost of this insurance over and above the Manager's normal personal vehicle insurance. Other travel expenses will be reimbursed per Town policy. The Town will supply the manager with a cellular phone and a computer at the Town's expense, which will be subject to Town policies and procedures. The phone provided by the Town will be subject to Florida's public records laws pursuant to Chapter 119, Florida Statutes.

(e) **Professional Organizations/Seminars.** The Town will pay or reimburse the Manager's professional dues and subscriptions and expenses for attending meetings at professional organizations and seminars as are approved in the Town's annual budget on a line item basis or as separately authorized by the Commission.

(f) **Life Insurance.** The Town shall provide the Manager a term life insurance policy equivalent to two (2) times the Town Manager's base salary and shall pay the total premiums for the coverage, not to exceed \$2,000.00 annually. The beneficiary of the term of life insurance policy shall be determined by the Town Manager and the policy shall remain in effect during the term of the Agreement.

(g) **Withholdings and Deductions.** The above compensation and benefits will be subject to any required withholdings and deductions for state and federal taxes, social security, and other normal payroll deductions or for amounts due the Town by the Manager.

5. **Indemnification.** The Town will indemnify and defend the Manager in connection with any civil action arising out of and in the scope of the Manager's employment with the Town in accordance with and to the extent permitted by Sections 111.07 and 111.071, Florida Statutes and other applicable law.

6. **Term and Termination.**

(a) **Term.** The term of this Agreement will begin on September 18, 2019 and will continue for three (3) years unless terminated earlier as provided in subsections (b), (c), or (d) as provided below. The Manager will provide the Town Commission the Manager's Notice of Intent to Renew or Extend this Agreement at least sixty (60) days prior to the end of the term of this Agreement. Upon receipt of a Notice of Intent to Renew or Extend this Agreement from the Manager, the Town Commission shall begin negotiations to Renew or Extend this Agreement. Such negotiations shall involve the entire Town Commission unless a delegate is formally appointed by the Town Commission. If the term of this Agreement is not extended or renewed, neither party will have any obligation to the other upon expiration of the term.

(b) **Termination By Town Without Cause.** The Town Commission may terminate this Agreement without cause by majority vote of the Town Commission.

(c) **Severance Pay.** The Manager, if terminated without cause as provided in Section 6 (b), will be paid severance, in the Amount of three (3) months' base salary in exchange for the Manager executing a general release of claims in favor of the Town, in a form acceptable to the Town Attorney. The execution of this release of claims shall be made and received by the Town prior to any payment by the Town.

(d) **Termination For Cause.** The Manager may be immediately terminated upon a majority vote of the Commission for cause. For purposes of this Agreement, "cause" means:

(i) A failure to perform the Manager's duties as required by this Agreement (other than a failure enumerated in (ii) through (iv) below), provided the Manager is provided written notice of such failure and fails to correct the deficiency within 30 days. Notwithstanding the foregoing, in the event the Commission determines that the deficiency is not correctable or another failure occurs again within a 12 month period after a 30-day written warning is given, the Town may immediately terminate this Agreement upon a majority vote of the Commission.

(ii) Dishonest or unethical conduct;

(iii) "Misconduct" as defined in Section 443.036 (29), Florida Statutes;

(iv) Commission of an act that would constitute a felony of any kind or a misdemeanor involving moral turpitude.

If the Manager is terminated for cause, the Town will be obligated to pay the Manager's compensation and benefits through the date of termination only.

7. **Resignation By Manager.** This Agreement may be terminated by the Manager upon sixty (60) days' prior written notice to the Town. If the Manager fails to provide the required written notice, the Manager will be liable to the Town for liquidated damages in an amount equal to the Manager's salary during the sixty (60) days preceding the last day of the Manager's active employment with the Town. If the Manager provides the required written notice, the Town may elect to accelerate the Manager's last day of active employment and pay the Manager the Manager's normal pay and benefits in lieu of the Manager working some or all of such notice period. The Town may condition the payment of pay-in-lieu-of-notice on the Manager executing a general release of claims in favor of the Town, in a form acceptable to the Town Attorney. The execution of this release of claims shall be made and received by the Town prior to any payment by the Town. The Town Manager will not take leave, paid or unpaid, during the Notice period without permission of the majority of the Town Commission.

8. **Return of Town Property.** Upon separation of employment for any reason, the Manager will immediately return all Town property to the Town, including but not limited to keys, cell phone, laptop computer, credit cards, documents, and any and all other property of the Town in the Manager's possession or control. Upon separation of employment, the Manager will immediately cease accessing the Town's computer systems, except to the extent permitted by the general public.

9. **General Provisions.**

(a) **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

(b) **Counterparts.** If multiple counterparts of this Agreement are executed, each will be deemed an original, but all counterparts together will constitute one and the same instrument.

(c) **Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes all other understandings and agreements between the parties. Any amendment or change to this Agreement must be in a writing signed by both parties to this Agreement and approved by a majority vote of the Commission.

(d) **Waiver.** The waiver by any party of a violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.

(e) **Governing law/venue/jury waiver/attorney's fees.** This Agreement will be governed by the laws of the State of Florida and venue for any action related to the terms of this Agreement shall be in Brevard County, FL. The parties hereby waive any right to a trial by jury in respect to any litigation based on or arising out of this Agreement. In any legal proceeding arising out of the terms of this Agreement filed by either party against the other, the parties shall bear their own attorney's fees and costs related to such action.

(f) **Plain meaning.** This Agreement will be interpreted in accordance with the plain meaning of its terms and not for or against the drafter of this Agreement.

(g) **Opportunity to Consult with Counsel.** The Parties hereby represent and acknowledge that they have been provided with the opportunity to discuss and review the terms of this Agreement with their respective attorneys before signing it and that they are freely and voluntarily signing this document in exchange for the benefits provided herein. The Parties further represent and acknowledge that they have been provided a reasonable period of time within which to review the terms of this Agreement.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written below.

ELIZABETH MASCARO


TOWN MANAGER

Date: 9-19-19

THE TOWN OF MELBOURNE BEACH,
FLORIDA

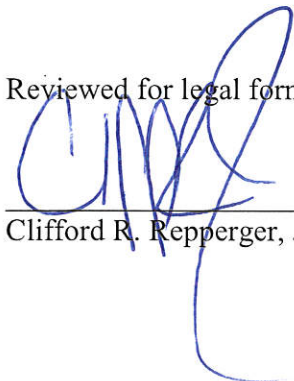
By: 
James D. Simmons, Mayor

Date: 9/19/19

ATTEST:


Town Clerk, Nancy Wilson

Reviewed for legal form and content:


Clifford R. Repperger, Jr., Town Attorney

EMPLOYMENT AGREEMENT **TOWN MANAGER**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the last date executed below by the TOWN OF MELBOURNE BEACH, FLORIDA, a Florida municipal corporation ("Town"), and **Robert Daniels** ("Manager").

Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions of the Manager's employment by the Town.

Understandings

In consideration of the mutual promises below, the Town and the Manager agree as follows:

1. **Appointment.** The Town continues the appointment of **Robert Daniels** as its Town Manager. **Robert Daniels** hereby accepts such appointment.

2. **Residency.** The Town Manager will maintain his residence within a 30 mile radius of the Town.

3. **Duties.** The Manager will be the chief administrative officer of the Town and will report to, and be directly responsible to, the Town Commission for all Town affairs. The Manager will perform all functions and duties as specified in the Town Charter (including Section 3.03), Town ordinances, Commission resolutions, any job description approved by the Commission, and as may be directed by the Commission. The Manager shall attend all meetings of the Commission, Planning and Zoning Board, Board of Adjustment and Code Enforcement Board, unless excused by the Commission, and shall have the right to take part in discussions, but not vote. The Manager may also attend meetings of the Town's advisory and appointment boards.

4. **Performance.** The Manager agrees to devote his or her full time and attention to the business of the Town, a minimum of 40 hours per week, Monday through Friday, and to perform all such duties and functions diligently, competently and professionally and within the time frames and deadlines imposed by law, Town policy, the Commission or, if no required deadline, within a reasonable period of time. The Commission shall be the sole judge of whether the Manager has performed such duties and functions in a competent, professional, efficient and effective manner. Except as approved by a majority vote of the Commission, the Manager will not undertake any outside employment or business activities. However, this paragraph will not be construed to prohibit or restrict the Manager from serving without pay on non-profit boards or providing any other charitable or civic services without compensation, provided such services do not interfere with the Manager's duties and performance under this Agreement.

5. **Compensation and Benefits.**

(a) **Salary.** The Town will pay the Manager a salary of **\$1,855.77** per week (**\$96,500** annualized) for the Manager's active employment during the period of this contract. Salary for Year Two of this contract will be at any percentage increase in wages received by

Town employees, other than certified police employees. Any periods of inactive employment will be compensated in accordance with the Town's policies and procedures concerning paid leave. The Commission will conduct an annual review of the Manager's performance and, in consultation with the Manager, set goals and performance objectives. The Town will not reduce the Manager's salary during the term of this Agreement without the consent of the Manager.

(b) **Benefits.** The Manager will be eligible to participate in such medical, dental, retirement, paid leave (annual leave, sick leave, etc.), and other standard fringe benefits as may be provided from time to time generally to other full-time employees of the Town. Except as otherwise specified in this Agreement, the Manager's participation in such benefits will be governed by the normal requirements, terms and conditions of any applicable plans, policies or procedures, and as may from time to time be amended, changed or terminated by the Town in its discretion. The Manager will receive 120 hours of annual leave per year. The Manager will not be eligible for compensatory ("comp") time and will not be eligible for compensation for unused sick leave during employment or upon termination of employment for any reason.

(c) **Retirement.** The Town shall contribute an amount equal to 8.260% of the Town Manager's base salary into a non-interest bearing escrow account. Contributions shall occur per pay period. Contributions shall continue until resolution of a Florida Retirement System Audit which is being conducted at the time of execution of this Agreement. Upon resolution of the Florida Retirement System Audit issue, the total amount of escrow contributions shall be disbursed into an retirement account allowable by law as agreed to by the Town and Town Manager

(d) **Expenses.** The Town will pay the Manager a stipend of \$200 per month for the use of his personal vehicle (excluding normal commuting) for Town Business travel within the Town. Use of his personal vehicle for business travel outside the Town (excluding normal commuting) will be reimbursed at the rate specified in Town policies. The Town Manager will maintain commercial insurance on his personal vehicle and the Town will reimburse him for the additional cost of this insurance over and above his normal personal vehicle insurance. Other travel expenses will be reimbursed per Town policy. The Town will supply the Manager with a cellular phone and a computer at Town expense, which use will be subject to Town policies and procedures. The phone will be utilized subject to Florida public records law.

(e) **Professional Organizations/Seminars.** The Town will pay or reimburse the Manager's professional dues and subscriptions and expenses for attending meetings at professional organizations and seminars as are approved in the Town's annual budget on a line item basis or as separately authorized by the Commission.

(f) **Life Insurance.** The Town shall provide the Manager a term life insurance policy equivalent to two (2) times the Town Manager's base salary and shall pay the total premiums for this coverage, not to exceed \$2,000 annually. The beneficiary of the term life insurance policy shall be determined by the Town Manager and the policy shall remain in effect during the term of this agreement.

(g) **Withholdings and Deductions.** The above compensation and benefits will be subject to any required withholdings and deductions for state and federal taxes, social security, and other normal payroll deductions or for amounts due the Town by the Manager.

6. **Indemnification.** The Town will indemnify and defend the Manager in connection with any civil action arising out of and in the scope of the Manager's employment with the Town in accordance with and to the extent permitted by Sections 111.07 and 111.071, Florida Statutes, and other applicable law.

7. **Term and Termination.**

(a) **Term.** The term of this Agreement ("Term") will begin on **December 27, 2018** and continue for a period of two years unless terminated earlier pursuant to subparagraphs (b), (c) or (d) below. The Commission and the Manager will confer at least sixty days prior to the end date of the Term to determine whether the parties are interested in extending or renewing the Agreement. If the Term of this Agreement is not extended or renewed, neither party will have any obligation to the other upon expiration of the Term.

(b) **Termination Without Cause.** The Town Commission may terminate this Agreement without cause by majority vote of the Town Commission.

(c) **Severance Pay.** The Manager, if terminated without cause, will be paid severance in the amount of three (3) months' base salary in exchange for the Manager executing a general release of claims in favor of the Town, in a form acceptable to the Town Attorney. The execution of this release of claims shall be made and received by the Town prior to any payment by the Town.

(d) **Termination For Cause.** The Manager may be immediately terminated during the Term upon a majority vote of the Commission for cause. For purposes of this Agreement, "cause" means:

(i) A failure to perform the Manager's duties as required by this Agreement (other than a failure enumerated in (ii) through (iv) below), provided the Manager is provided written notice of such failure and fails to correct the deficiency within 30 days. Notwithstanding the foregoing, in the event the Commission determines that the deficiency is not correctable or another failure occurs again within a 12 month period after a 30-day written warning is given, the Town may immediately terminate this Agreement upon a majority vote of the Commission.

(ii) Dishonest or unethical conduct;

(iii) "Misconduct" as defined in Section 443.036 (29), Florida Statutes;

(iv) Commission of an act that would constitute a felony of any kind or a misdemeanor involving moral turpitude.

If the Manager is terminated for cause, the Town will be obligated to pay the Manager his or her compensation and benefits through the date of termination only.

8. **Resignation By Manager.** This Agreement may be terminated during the Term by the Manager upon sixty (60) days' prior written notice to the Town. If the Manager fails to provide the required written notice, the Manager's compensation and benefits will cease following his or her last day of active employment with the Town, and the Manager will be liable to the Town for liquidated damages in an amount equal to the Manager's salary during the 60 days preceding the last day of the Manager's active employment with the Town. If the Manager provides the required written notice, the Town may elect to accelerate the Manager's last day of active employment and pay the Manager his or her normal pay and benefits in lieu of the Manager working some or all of such notice period. The Town may condition the payment of pay-in-lieu-of-notice on the Manager executing a general release of claims in favor of the Town, in a form acceptable to the Town Attorney. The execution of this release of claims shall be made and received by the Town prior to any payment by the Town. The Town Manager will not take leave, paid or unpaid, during the notice period without permission of the majority of the Town Commission.

9. **Return of Town Property.** Upon separation of employment for any reason, the Manager will immediately return all Town property to the Town, including but not limited to keys, cell phone, laptop computer, credit cards, documents, and any and all other property of the Town in the Manager's possession or control. Upon separation of employment, the Manager will immediately cease accessing the Town's computer systems, except to the extent permitted by the general public.

10. **General Provisions.**

(a) **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

(b) **Counterparts.** If multiple counterparts of this Agreement are executed, each will be deemed an original, but all counterparts together will constitute one and the same instrument.

(c) **Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes all other understandings and agreements between the parties. Any amendment or change to this Agreement must be in a writing signed by both parties to this Agreement and approved by a majority vote of the Commission.

(d) **Waiver.** The waiver by any party of a violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.

(e) **Governing law/jury waiver.** This Agreement will be governed by the laws of the State of Florida. The parties hereby waive any right to a trial by jury in respect to any litigation based on or arising out of this Agreement.

(f) **Plain meaning.** This Agreement will be interpreted in accordance with the plain meaning of its terms and not for or against the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written below.

**TOWN OF MELBOURNE BEACH, FLORIDA
A FLORIDA MUNICIPAL CORPORATION**

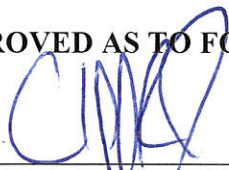
ATTEST:

By: 
Nancy Wilson, Town Clerk


By: 
James D. Simmons, Mayor

(Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Clifford Repperger, Town Attorney

TOWN MANAGER

By: 
Robert Daniels

Town Commission Meeting

Section: New Business

Meeting Date: February 19, 2025

From: Elizabeth Mascaro, Town Manager

Re: Purchase Power DMS Power Policy

Background:

Power DMS is a software program that will allow the Town to upload its personnel manual, safety manual and procedure manuals for all departments including fire.

The software will allow HR to schedule trainings, create tests to validate understanding, maintain certificate records, track changes and provide an audit trail of changes made, when and by whom. The trainings and tests are designed to improve employee productivity and competency and reduce incidents of worker compensation accidents. Fewer accidents results in lower worker compensations rates and hours that are more productive spent on the job.

The Police Department already has this software; Law Enforcement requires a firewall separation between police and town hall.

This software will allow updates to be made easily to Town policies and procedures, and provide employees:

- * A side by side comparison of what has changed and;
- * will require an electronic signature to confirm understanding of the new policy and;
- * will provide easy access from their workstations and;
- * will allow employees to print their training certificates.

There is a onetime set up fee: \$2,100

Annual Policy Module:	\$5,329
Annual Test Module:	<u>\$ 300</u>
	\$5,629 Total Annual Cost

The annual software cost will be spread among all departments.

The current cost will be paid for from Professional Services –Fund 175 Ryckman Park (175-75-575.31.00)

Recommendation:

Consider approval of DMS software program supporting HR and employee training.

Attachments:

Why Power Policy (1), Why Add Training (1) DMS Contract

Why PowerPolicy



Policies aren't meant to collect dust on a shelf

You can no longer risk assuming that your staff took the time to review and sign the latest policy changes. PowerPolicy takes policy from theory to practice by putting them into the hands of your staff at all times.



Map Policies to Standards

Easily map policies to accreditation standards and be alerted when a policy change impacts compliance.*



Tie Policies to Training

Turn policies into practice by linking them to on-the-job training requirements and proficiencies.**



Use a Trusted Solution

20+ years of experience helping 5,000+ public safety agencies maintain policy compliance.

66

Because of [PowerPolicy], not only have we saved a bunch of trees and a whole bunch of money, but my officers are now even more informed and I'm able to prove it."

Stephanie Erb

McHenry Police Department (IL)

Key Features

- **Side-by-side comparison** makes it easy for staff to see what's changed when signing a policy update
- **Electronic signatures** ensure staff see and understand policy changes
- **Workflows** make policy updates a breeze with one place to collaborate
- **Dashboards and scheduled reports** make it easy for supervisors to hold staff accountable for signing policies
- **Microsoft, Google Drive and OneDrive integrations** let you keep using the tools you already know
- **Audit trails** let admins know what's changed, when, and by whom

*Must have PowerStandards

**Must have PowerFTO

Why Add Training?

Training records aren't meant to be scattered all over the place

Training is the bedrock of public safety but oftentimes records are stored in multiple places, can't be accessed by each employee, and require so much manual work to manage. The Training add-on centralizes all your training records in one place so you can track, manage, and report on them with ease.



Put Policies into Practice

Connect policies to training. Courses are auto-updated when a policy is revised.



Centralize Training Records

Say goodbye to filing cabinets and track all your training in one place, digitally.



Provide Self-Service

Staff can see and print their own certificates rather than asking the training team.

66

*By moving our redundant training online to PowerDMS we **saved \$87,000 annually** on backfill costs. We can now focus on scenario-based training during classroom hours."*

Monroe County Sheriff's Office (FL)

Key Features

- **Course timers** ensure staff meet all the required hours
- **Reminders** notify staff when training is nearing expiration, automatically
- **Tests** can be attached to policies to validate staff understand the content
- **Training record storage** of internal or external training courses
- **Reports** make it easy to prove accreditation compliance and see outstanding training
- **Course builder** allows for online or hybrid training options



SERVICES AGREEMENT

V091024

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
 - a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
 - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) **Purchase Orders.** Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
- 6. **Term and Termination.**
 - a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
- 7. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
- 8. **Maintenance; Modifications; Support Services.**
 - a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) **Program Documentation; Training Materials.** "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) **Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) **Equitable Relief.** The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. **Representations, Warranties, and Disclaimers.**

- a) **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) **Additional Customer Representations and Warranties.** Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.



- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B

Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Town Commission Meeting

Section: New Business
 Meeting Date: February 19, 2025
 From: Elizabeth Mascaro, Town Manager
 Re: **Town Improvements (Street signs, poles & banners)**
Closing Fund 351 Land and Road Improvements

Background:

Vice Mayor Barlow requested an estimated price to complete the blue street signs, upgraded poles and banners. The project requires an additional @145 blue street signs, 4 street poles with hardware and 6 banners. The cost will be @\$11,554 plus shipping and tax. This does not include new poles for the street signs that we have installed in the past. Existing poles will remain. Many residents have called Town Hall to express their appreciation for the blue street signs. Residents report the signs are easier to read when it rains and at night.

I have made the following adjustment in Fund 351:

Revenue Removed: \$(40,000) transfer in from Ryckman Park Fund

\$ 3,000 for landscaping (flowers, bushes etc.)
 \$ 2,500 for ground maintenance (mulch, sprinklers etc.)
\$ 6,000 for Bi-Centennial Park water feature
\$(11,500) Expense Removed

11,554 Street signs, poles & banners
 1,500 Butterfly garden Bi-Centennial (donated funds)
10,000 Veterans Park improvements (Parks Board project)
\$23,540 Expense Remaining in Fund

\$17,352.36 Employment expense-Deputy Town Clerk
\$17,352.36 Additional Expense Added to Fund

\$40,406.36 Total Expense in Fund 351

FY24 Revenue Roll Forward:

\$40,406.35

Total Revenue in Fund 351

Revenue/Expense \$ 0.00

Fund 351 Closed

Recommendation:

I would request the Commission consider completing the street sign project for \$11,554. The \$40,000 transfer in from Ryckman Park Fund has been removed. Those monies may be moved to the Fund of your agreed upon choice.

The roll forward funds from FY2024 were designated for improvements to Oak Street with additional palm tree plantings, landscaping, irrigation, lighting etc. to occur in FY2026.

Fund 351 was scheduled to close in FY 2026, as the Fund was no longer necessary. The items allocated out of Fund 351 can be incorporated into Fund 175 Ryckman Park.

I will address the additional expense for a Deputy Town Clerk on a different agenda item.

Attachments:

Fund 351 with Adjustments

TOWN OF MELBOURNE BEACH
SPECIAL REVENUE FUND 351
LAND AND ROAD IMPROVEMENTS
STATEMENT OF REVENUES AND EXPENDITURES
FY2025 BUDGET

Dept 41	Fund 351	FY23	FY24	FY25
	Land & Road Improvements	Actual	To Date	Budget

Revenues

381.00.00	Transfer In	30,000.00	\$ 90,000.00		40,000 removed
366.19.00	Donations	1,500.00			
TOTAL REVENUE		31,500.00	\$ 90,000.00		

Expenditures

500.00.00	Employment Expense	2,680.29		\$ 17,352.36	New
570.31.00	Professional Services	\$ 10,152.50	\$ 1,222.50		
570.31.21	Engineering Fees				
570.34.90	Construction				
570.34.91	Landscaping	\$ 3,542.76	\$ 21,024.00		\$ 3,000.00
570.43.15	Electrical Work				
570.46.15	Equipment Repair				
570.46.40	Ground Maintenance	\$ 7,111.14	\$ 2,249.25		\$ 2,500.00
570.46.43	Tree Expense		\$ 350.00		
570.48.00	Promotional				
570.51.00	Office Supplies	\$ 133.57			
570.52.25	Tool Rental				
570.53.20	Signs	\$ 11,740.65	\$ 38,753.10	\$ 11,554.00	\$ 18,446.00
570.64.01	Capital Outlay	\$ 14,460.18	\$ 12,860.00		
64.01 Projects	Veterans Park			\$ 10,000.00	
	Bi-Centennial Butterfly Garden			\$ 1,500.00	\$ 6,000.00
	TOTAL EXPENSES	\$ 49,821.09	\$ 76,458.85	40,406.36	

REVENUES OVER EXPENSES	\$ (18,321.09)	\$ 13,541.15	-40,406.36
CASH BALANCE SUMMARY			
Beginning Cash Balance 10/1	\$ 45,186.30	\$ 26,865.21	40,406.36
Adjustment			
Ending Cash Balance 9/30	\$ 26,865.21	\$ 40,406.36	0.00

Town Commission Meeting

Section: Old Business
Meeting Date: March 5, 2025
From: Elizabeth Mascaro, Town Manager
Re: Meeting to Discuss Basin 1 Bid Book

Background:

I have received a request from a Commissioner to discuss the Basin 1 Bid Book during a Commission meeting prior to advertising the RFP for Basin 1.

The Basin 1 Project is now shovel ready. The Bid Book is ready to be advertised for competitive bidding.

Recommendation:

Discuss whether the Commission would like the project to go out for bid or discuss the Bid Book during the March Commission meeting

Attachments: None