



***The Crossroads of South Florida,  
We envision a sustainable economy, Let Us Grow  
Together***

**CITY OF SOUTH BAY  
CITY COMMISSION MEETING AGENDA  
COMMISSION CHAMBER  
335 SW 2<sup>ND</sup> AVENUE, SOUTH BAY FL 33493**

***TUESDAY, JUNE 05, 2018  
7:00 P.M.***

**[www.southbaycity.com](http://www.southbaycity.com)  
Phone: 561-996-6751 Fax: 561-996-7950**

Mayor:	Joe Kyles Sr.
Vice Mayor:	John Wilson
Commissioner:	Esther Berry
Commissioner:	Taranza McKelvin
Commissioner:	Betty Barnard
City Manager:	Leondrae D. Camel
City Attorney:	Burnadette Norris-Weeks
City Clerk:	Jessica Figueroa

# **RULES OF PROCEDURE**

## **WHO MAY SPEAK**

Meetings of the City Commission are open to the public. They are not; however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

## **SPEAKING ON AGENDA ITEM**

- **Consent Agenda Item** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- **Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- **Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

## **SPEAKING ON SUBJECTS NOT ON THE AGENDA**

Any resident may address the Commission on any items pertaining to City business during the Opportunity For The Public To Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

## **ADDRESSING THE COMMISSION, MANNER AND TIME**

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

## **APPEALS**

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

## **DECORUM**

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting. Please silence all cell phones and pagers.

## **CONTACT INFORMATION**

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

## **AMERICANS WITH DISABILITY ACT**

**In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.**

**AGENDA  
CITY OF SOUTH BAY  
CITY WORKSHOP  
CITY COMMISSION CHAMBERS  
JUNE 05, 2018 @ 6:30 P.M.**

*South Bay, the Crossroads of South Florida,  
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**NOTICE:** If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

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- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
  - 3a. South Bay Park of Commerce**
- 4. ADJOURNMENT**

**RESOLUTION 09-2018**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO ATTEMPT TO NEGOTIATE AN ECONOMIC DEVELOPMENT AGREEMENT WITH SOUTH FLORIDA LOGISTICAL HOLDINGS, LLC. (AN AFFILIATE OF SOUTH FLORIDA CRYSTALS CORPORATION) IN CONNECTION WITH THE CITY'S REQUEST FOR LETTERS OF INTEREST (RLI 2017-01); PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on or about September 19, 2017, the City of South Bay ("City") published a Request for Letters of Interest ("RLI") concerning the future improvement and/or development of a parcel of publicly-owned land known as the "South Bay Park of Commerce", located adjacent to US Hwy 27 within the City limits; and

**WHEREAS**, proposals were received up until November 3, 2017 at 3:00 p.m.; and

**WHEREAS**, South Florida Logistical Holdings LLC (an affiliate of Florida Crystals Corporation) and Biochar Technology, Inc. were the only two companies that responded to the RLI; and

**WHEREAS**, economic development, including job creation, is the primary concern for the development of the South Bay Park of Commerce and the City Manager is recommending authority to negotiate with South Florida Logistical Holdings LLC for the development of the South Bay Park of Commerce; and

**WHEREAS**, the City Commission has considered all responses to the RLI and accepts the City Manager's recommendation to negotiate with South Florida Logistical Holdings, LLC for an economic development agreement related to the property, considering the following terms and conditions that will benefit the overall welfare of the City: a) creation of an economic development agreement related to the property that will benefit the overall welfare of the City; b) economic development for the City of

South Bay shall be the primary focus of all negotiations; c) development shall be reasonably similar to the conceptual plans submitted and completed within a five (5) year period; d) all development shall comply with the current zoning uses currently permitted (no farming permitted); e) negotiations shall require specific consideration and contract provisions for job creation and job training of local South Bay residents; e) a requirement that the property revert back to the City of South Bay if not developed within a five (5) year period, irrespective of market forces; 6) that payment shall be made for the property for not less than the fair market value as last appraised by the City.

WHEREAS, the authorization requested by the City Manager to negotiate is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.


Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager and the City Attorney to attempt to negotiate with South Florida Logistical Holdings LLC (an affiliate of South Florida Crystals Corporation) in connection with the City of South Bay's Request for Letters of Interest (FLI 2017-01), in all ways consistent with the direction set forth in this Resolution.

Section 3. Economic Development as Primary Concern. The City Commission considers economic development a primary concern for the development of the South Bay Park of Commerce and hereby specifically directs the City Manager and City Attorney to commence negotiations utilizing and considering the following terms and conditions, at a minimum: a) the creation of an economic development agreement related to the property that will benefit the overall welfare of the City; b) economic development for the City of South Bay shall be the primary focus of all negotiations; c) development shall be reasonably similar to the conceptual plans submitted and completed within a five (5) year period; d) all development shall comply with the current zoning uses currently permitted (no farming permitted); e) negotiations shall require specific consideration and contract provisions for job creation and job training of local South Bay residents; e) a requirement that the property revert back to the City of South Bay if not developed within a five (5) year period, irrespective of market forces; 6)

that payment shall be made for the property for not less than the fair market value as last appraised by the City.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon its passage and adoption.

**PASSED and ADOPTED** this 6th day of February 2018.

  
Joe Kyles, Mayor

Attested

By:

  
Jessica Figueroa, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

  
Burnadette Norris-Week, Esquire  
City Attorney

Moved by:

Vice-Mayor Wilson

Seconded by:

Commissioner Berry

**VOTE:**

Commissioner Berry

       (Yes)

✓ (No)

Commissioner Scott

       (Yes)

✓ (No)

Commissioner McKelvin

✓ (Yes)

       (No)

Vice-Mayor Wilson

✓ (Yes)

       (No)

Mayor Kyles

✓ (Yes)

       (No)



**MELISSA McKINLAY**

**County Commissioner  
District 6**

Palm Beach County  
Board of County Commissioners

Governmental Center  
301 North Olive Avenue, 12th Floor  
West Palm Beach, FL 33401

Telephone: (561) 355-2206  
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[www.pbcgov.com](http://www.pbcgov.com)

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Affirmative Action Employer

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May 16, 2018

The Honorable Mayor Joe Kyles  
City of Pahokee  
335 SW 2nd Avenue  
South Bay, FL 33493

Dear Mayor Kyles:

Thank you for meeting with the County on May 10<sup>th</sup> to discuss the future of economic development in the City of South Bay. Outlined below are the County's findings regarding the timeline with respect to the Herbert Hoover Dike repairs and updated FEMA maps, which will significantly affect further development in the City of South Bay.

**U.S. Army Corps of Engineers (Corps) – Herbert Hoover Dike (Dike):**

According to the Corps, the 28-mile stretch of the Dike running from Port Mayaca to the northern boundary of Belle Glade on the south is complete. As of March 2018, the balance of the Dike restoration work includes approximately 6 miles from Belle Glade through South Bay to Lake Harbor (all within Palm Beach County). This work is expected to take approximately 2 years to complete.

**Federal Emergency Management Agency (FEMA):**

Once the remainder of the Dike repairs are completed, the Corps will "certify" the Dike and forward this certification to FEMA. Once the Dike is certified, FEMA will update the current Flood Insurance Rate Maps (FIRMS) for the surrounding areas. The Flood Hazard Area designations for these areas are currently considered "High Risk", based upon extensive modeling of dike failures performed by FEMA following Hurricane Katrina. This requires any new structure to be built at a much higher elevation, estimated to be 18 feet above sea level. In many places this is approximately nine (9) feet above existing grade. Once the FEMA maps are updated to account for the Dike restoration, the elevation requirement for building construction will be considerably lower, thus significantly reducing construction and access challenges involved. The estimated date for the FEMA updates to be completed is 2022.

**Palm Beach County Engineering:**

Access to and through the proposed Inland Logistics Center (ILC) from Hooker Highway on the north to U.S. 27 through the South Bay Park of Commerce could take 8 years. However, once completion of the Public Hearing process to determine the road alignment is approved, Phase 1 of the access road to the ILC,





which includes the southern portion through the South Bay Park of Commerce, the design and permitting process, Right of Way acquisition and construction could be accomplished in 4 years.

The County, along with the Cities of Belle Glade, Pahokee, and South Bay are diligently working on the implementation of The Glades Region Master Plan (Plan). A key element of the Plan incorporated the Intermodal Logistics Center (ILC), as its intent is to build off increased freight passing through the widened Panama Canal. It is critically important that we continue to strive to ensure the economic livelihood of the Glades Region.

Please do not hesitate to contact me if you have any questions regarding the information we received from the Corps, FEMA or the County.

Sincerely,

A handwritten signature in blue ink that reads "Melissa McKinlay". The signature is fluid and cursive, with a large loop at the end.

Melissa McKinlay, Mayor

Palm Beach County Board of County Commissioners

**AGENDA  
CITY OF SOUTH BAY, FLORIDA  
REGULAR CITY MEETING  
CITY COMMISSION CHAMBERS  
JUNE 05, 2018 @ 7:00 P.M.**

*South Bay, the Crossroads of South Florida,  
We envision a sustainable economy, Let Us Grow Together*

.....  
**NOTICE:** If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.  
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**1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**

**2. DISCLOSURE OF VOTING CONFLICTS**

**3. PRESENTATIONS/PROCLAMATIONS**

**3a.** Lakeside Medical Center Update

**3b.** Approval of Proclamation – Proclaiming a day of compilation of Baptist churches throughout South Florida and especially within the Glades Area.

**4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**

**5. CONSENT AGENDA**

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

**5a.** Approval of City Meeting Minutes - May 15, 2018 (City Workshop)  
May 15, 2018 (Regular City Meeting)

**6. RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**

**6a. RESOLUTION 24-2018**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN EMPLOYEE TIME CLOCK POLICY FOR INCLUSION IN THE CITY'S EMPLOYEE HANDBOOK; PROVIDING FOR AN EFFECTIVE DATE

**6b. RESOLUTION 25-2018**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND PREPARING TOMORROWS LEADERS TODAY INC. FOR USAGE OF CITY PARKS AND RESTROOM FACILITIES; PROVIDING FOR AN EFFECTIVE DATE.

**6c.     RESOLUTION 26-2018**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND KINGS TUTORING & MENTORING FOUNDATION, INC. FOR USAGE OF CITY PARKS AND RESTROOM FACILITIES; PROVIDING FOR AN EFFECTIVE DATE.

**6d.     RESOLUTION 27-2018**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND GULF STREAM COUNCIL OF BOY SCOUTS OF AMERICA, INC. FOR USAGE OF CITY PARKS AND RESTROOM FACILITIES; PROVIDING FOR AN EFFECTIVE DATE.

**6e.     RESOLUTION 28-2018**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED STATEWIDE MUTUAL AID AGREEMENT FOR THE REIMBURSEMENT OF HURRICANE IRMA RELATED EXPENSES; PROVIDING FOR AN EFFECTIVE DATE

**7.       ORDINANCE**

**8.       ROSENWALD ELEMENTARY SCHOOL**

**9.       FINANCE REPORT**

9a.     Accounts Payable Report

**10.      CITY CLERK REPORT**

10a.    Youth Council Update

10b.    Next City Meeting: July 17, 2018

**11.      CITY MANAGER REPORT**

**12.      CITY ATTORNEY REPORT**

**13.      FUTURE AGENDA ITEMS**

**14.      COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER**

**15.      ADJOURNMENT**

# PROCLAMATION

**A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA, PROCLAIMING A DAY OF COMPILATION OF BAPTIST CHURCHES THROUGHOUT SOUTH FLORIDA AND ESPECIALLY WITHIN THE GLADES AREA.**

*WHEREAS,* the Greater South Florida District Baptist Missionary Congress has planned a Compilation of Baptist Churches throughout South Florida; and

*WHEREAS,* the Glades area meeting will begin with a welcome night June 12, 2018;

*WHEREAS,* the host church will be Greater Union Missionary Baptist Church under the very capable leadership of elder Dr. Charlie Reese-Pastor; and

*WHEREAS,* Reverend Lionel F. Camel of the Missionary Baptist Church of Belle Glade will be the President of the 44<sup>th</sup> annual session; and

*WHEREAS,* the theme of the session will be "That We May Be One" (Ephesians 4:1-6)

*NOW, THEREFORE...* the City Commission of the City of South Bay does hereby Proclaim June 12, 2018 as Greater South Florida District Baptist Missionary Congress days within the City and invite all citizens to participate in the 44<sup>th</sup> annual session.

*PROCLAIMED* this 5<sup>th</sup> day of June, 2018.

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Mayor Joe Kyles

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Vice-Mayor John Wilson

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Commissioner Esther Berry

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Commissioner Taranza McKelvin

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Commissioner Betty Barnard

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City Clerk Jessica Figueroa

City of South Bay  
City Workshop  
May 15, 2018

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2<sup>nd</sup> Avenue, South Bay, Florida on May 15, 2018 at 6:30 p.m.

**Present:**

Mayor Joe Kyles  
Vice-Mayor John Wilson  
Commissioner Esther E. Berry  
Commissioner Betty Barnard

**Staff:**

Burnadette Norris-Weeks, City Attorney  
Leondrae Camel, City Manager  
Jessica Figueroa, City Clerk  
Massih Saadatmand, Finance Director

Mayor Kyles mentioned discussion of the consent agenda.

Commissioner Barnard mentioned corrections relating to the terminology of "mentioned, stated and said" throughout the city minutes. She also mentioned corrections to the city agenda. *(full recording and detailed discussions available through the City Clerk's Office)*

**Resolution**

The City Clerk read Resolution 21-2018 for discussion.

A Resolution of the City Commission of the City of South Bay, Florida approving a third amendment to the employment agreement for City Manager Leondrae D. Camel; Providing for an effective date.

Commissioner Berry mentioned the additional whereas within the resolution. The City Attorney stated "it was intended to give a general back ground of the history" relating to the amendments to the city manager's agreement. Commissioner Berry mentioned adding another whereas regarding the amendment, if any, to the budget. Mayor Kyles stated that the City Manager had already allocated money in the budget to cover any expenses dealing with his salary. He said that it was the choice of the commission to offer a wage increase or a bonus. The City Manager said "having an unknown number, I am unable to say if it is in the budget or not". He also said "there could be a possibility for adequate funding within the personnel budget line item, however it is still an unknown number".

Commissioner Barnard recommended keeping the salary the same as the current agreement and consider a raise in January. She stated at this time she wanted to see a bonus.

Vice-Mayor Wilson recommended a \$20,000.00 bonus for the City Manager.

Mayor Kyles adjourned the city workshop at 7:02 p.m.

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Joe Kyles, Mayor

ATTESTED BY:

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Jessica Figueroa, City Clerk

City of South Bay  
Regular City Meeting  
May 15, 2018

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2<sup>nd</sup> Avenue, South Bay, Florida on May 15, 2018 at 7:02 p.m.

**Present:**

Mayor Joe Kyles  
Commissioner Esther E. Berry  
Commissioner Taranza McKelvin  
Commissioner Betty Barnard

**Staff:**

Burnadette Norris-Weeks, City Attorney  
Leondrae Camel, City Manager  
Jessica Figueroa, City Clerk  
Massih Saadatmand, Finance Director

Mayor Kyles called for any voting conflicts, there were none.

**Presentations/Proclamations**

Robert Reese made a comment relating to running for state house seat 81, within the State of Florida and having a voice in Tallahassee. He said that there were two candidates that were already in the southern district areas, which made up 70% of the voters for the district. He said that his committee wanted to still have a voice in Tallahassee in the next legislation. He said that his committee decided to support Tina Polsky , for the next representative for House District 81. Ms. Polsky gave a brief introduction of herself and thanked the commission for their support.

The City Clerk read a proclamation, proclaiming May 2018, Mental Health Awareness and Trauma Informed Care Month, for the record.

Mayor Kyles called for a presentation from HCT Certified Public Accountants and Consultants. Mr. Harvey presented an overview of the city audit for fiscal year 2017.*(full recording/discussion available through the City Clerk's Office)*

**Overview**

- Audit Review
- Financial Summary (September 30, 2017)
- Management Letter Comments
- Financial Condition Assessment per the auditor
- General of State of Florida

**Audit Opinion**

- Unmodified Opinion on Government Activities
  - Financial statements present fairly, in all material respects, the respective financial position of the City in accordance with Generally Accepted Accounting Principles.

**Balance Sheet - All Funds**

- Government Wide - Governmental Funds
  - Net Position - \$3,858,170
- General Fund
  - Total fund balance - \$919,904
  - Unassigned fund balance - \$821,248
- Proprietary Funds
  - Total Net Positions

**Statement of Revenues, Expenditures and Changes in Fund Balance (Deficit), Government Funds**

- General Fund
  - Revenue - \$2,351,842 (63% of All Gov't Funds)
  - Expenditures - \$1,780,623 (58% of All Gov't Funds)
  - Increase in Fund Balance - \$244,989 (32% of All Gov't Funds)

**Statement of Revenues, Expenses and Changes in Fund Net Assets, Proprietary Funds**

- Balance Type - Proprietary Funds
  - Operating Revenues - \$800,577
  - Operating Expenses - \$443,953
  - Non-Operating Expenses

**Financial Statement Comparison for FYE 2016 & FYE 2017**

- Total Governmental Funds
 

	09/30/2016	09/30/2017
• Fund Balance Comparison	\$755,386	\$1,527,609
• Revenue Comparison	\$2,313,039	\$3,757,974
• Expenditure Comparison	\$2,016,705	\$3,069,489
- Total Proprietary Funds
 

	09/30/2016	09/30/2017
• Net Position Comparison	\$2,750,732	\$3,047,731
• Revenue Comparison	\$794,978	\$800,577
• Expense Comparison	\$341,754	\$443,953

**Management Letter Comments**

Ref.Number      Management Letter Comment/Recommendation  
2017-1              Payroll Time Entry

During our test of Payroll controls, we discovered that employees had the capabilities to manually input and change the time for their timesheets as opposed using the automated system. There was no evidence of approval to make changes.



**Recap of Financial Indicators - Overall Results - Favorable**

**Public Comment** *(full recording/discussion available through the City Clerk's Office)*

Robert Johnson made a public comment relating to a grand opening of "Bible Teaching International" within the City of South Bay (Villa Lago), on June 1st & 2nd at 7:00 p.m. and June 3rd at 4:00 p.m.

**Consent Agenda**

Vice-Mayor Wilson made a motion to approve the consent agenda, inclusive of May 01, 2018 city workshop and regular city meeting minutes, with corrections. The motion was seconded by Commissioner Barnard. The vote was unanimously approved.

**Resolution**

The City Clerk read Resolution 21-2018 for the record.

Vice-Mayor Wilson made a motion to give the City Manager a \$20,000.00 bonus and approval of Resolution 21-2018, a Resolution of the City Commission of the City of South Bay, Florida approving a third amendment to the employment agreement for City Manager Leondrae D. Camel; Providing for an effective date. The motion was seconded by Commissioner Barnard. The vote was Commissioner Barnard; yes; Commissioner Berry, no; Vice-Mayor Wilson; yes; and Mayor Kyles, yes.

The City Clerk read Resolution 22-2018 for the record.

Commissioner Barnard made a motion to approve Resolution 22-2018, a Resolution of the City Commission of the City of South Bay, Florida authorizing the City Manager to execute an agreement for the replacement of the city hall digital recording system mixer and amplifier from Primestar Digital Network, Inc. in the amount of seven thousand five hundred fifty dollars and eighty cents (\$7,550.80); Providing for an effective date. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

The City Clerk read Resolution 23-2018 for discussion.

Vice-Mayor Wilson made a motion to approve Resolution 23-2018, a Resolution of the City Commission of the City of South Bay, Florida, authorizing a piggyback purchase for two (2) new 2018 ford escape utility vehicles from duval ford, LLC in the amount of thirty-seven thousand six hundred thirty-six dollars (\$37,636.00); Piggybacking the Florida Sheriff's Association cooperative purchasing program contract number FSA17-VEL25.0 Chassis/FSA17-VEL 15.0; Providing for an allocation of funds; Providing for an effective date. The motion was seconded by Commissioner Barnard. The vote was unanimously approved.

**Ordinance**

The City Clerk read Ordinance 02-2018 for second and final reading.

Commissioner Berry made a motion to approve Ordinance 02-2018 on its second and final reading, an Ordinance of the City of South Bay, Florida, repealing and replacing chapter 30, Article II, Section 30-58 entitled,

"General Fee Schedule" of the City's Code of Ordinances; Increasing local business tax fees; providing for adoption of representations; providing for conflicts and repealer; providing for severability; providing for inclusion in code; providing for an effective date. The motion was seconded by Commissioner Barnard. The vote was unanimously approved.

**City Clerk Report**

The City Clerk stated a meeting for June 05, 2018 beginning with a city workshop at 6:30 p.m. followed by a regular city meeting at 7:00 p.m.

**Commissioners Comment**

Commissioner Barnard thanked everyone who attended the meeting and supporting the City of South Bay.

Commissioner Berry stated the citizens would shortly receive the governmental community input survey. She stated the purpose of the survey was to request the citizens input relating to government within the City of South Bay within the next 5 years. She said that the information was going to be posted to the city website and facebook page. She stated that the city looked forward on getting the citizens input and posting their results.

Vice-Mayor Wilson thanked everyone who attended the meeting.

Mayor Kyles thanked everyone who attended the meeting and yielded his time to Tammy Jackson as it related to giving an update on Senate Bill 10. *(full recording/discussion available through the City Clerk's Office)*

Mayor Kyles adjourned the Regular City Meeting at 8:13 p.m.

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Joe Kyles, Mayor

ATTESTED BY:

---

Jessica Figueroa, City Clerk

## **RESOLUTION 24-2018**

### **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN EMPLOYEE TIME CLOCK POLICY FOR INCLUSION IN THE CITY'S EMPLOYEE HANDBOOK; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, a City of South Bay ("City") external audit review has revealed that City employees have the ability to adjust time in the payroll system. This concern was presented by the external auditors to the City Commission at a May 15, 2018 City Commission meeting. Further, the concern was also detailed in a Management Letter Comment found in the audit report; and

**WHEREAS**, in an effort to prevent employees from adjusting time in the payroll system, the City Manager is recommending that the City amend the current policy in the City's Employee Handbook; and

**WHEREAS**, after a period of diligent research, the City's Human Resources Department has prepared a revised Employee Time Clock Policy for inclusion in the City's Employee Handbook, attached hereto as Exhibit "A"; and

**WHEREAS**, in order to address the concerns set forth in the Management Letter Comment, the City of South Bay Commission hereby approves the Employee Time Clock Policy for inclusion in the City's Employee Handbook.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AS FOLLOWS:**

**Section 1. Adoption of Representations.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

**Section 2. Approval of Policy; Authorization of City Manager.** The City Commission of the City of South Bay hereby approves the revised Employee Time Clock Policy for inclusion in the City's Employee Handbook, attached hereto as Exhibit "A". Further, the City Commission authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

**Section 3.** **Effective Date.** This Resolution shall be effective immediately upon its passage and adoption.

**PASSED and ADOPTED** this 5<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Joe Kyles, Mayor

Attested

By: \_\_\_\_\_  
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Week, Esquire  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

## E. TIME CLOCK PROCEDURES

### E1. Purpose

The City of South Bay has a time keeping system which utilizes a combination of an identification card issued through the Human Resource Department and hand identification to identify employees and accurately record time. I.D. cards are also used as a means for security to get in and out of buildings and restricted areas.

### E2. Use of Equipment

- A. All employees (exempt/non-exempt) are required to use the time clock system to record their attendance. Non-exempt employees are required to clock in/out to record hours worked for payroll and attendance purposes. The time clock records will be used to track attendance for exempt employees. All employees are required to punch in at the start of their shift, and punch out at the conclusion of their work shift.
- B. Employees are to clock in and out at the time clock that has been designated for their department using their index finger or thumb, or selected ID Badge.
- C. No employee shall attempt to clock in or out for another employee.
- D. Tampering with, abuse or misuse of time clocks can result in disciplinary action up to and including termination.
- E. If equipment is not functioning correctly, the employee should notify the Human resources Department immediately; and his/her supervisor; and the supervisor will direct the employee appropriately.
- F. Employees are prohibited from giving any person, including another employee, use of their identification cards to access a building or restricted area or for any other purpose.
- G. Employees are to wear their identification badge in open view at all times unless it poses a safety hazard. In such cases, I.D. badges are to be secured and worn when the safety hazard is no longer present.

### E3. Grace Periods

- A. Non-exempt Employees are expected to clock in at the time they are to begin working, but no sooner more than 7 minutes before the start of their shift nor later than 7 minutes after the start of their shift. Employees clocking in more than 7 minutes after the start of their shift will be considered to be tardy, and may be subject to disciplinary action.
- B. No employee shall clock in more than 7 minutes prior to the start of their shift without the prior authorization of his/her immediate supervisor. Employees doing so may be subject to disciplinary action.
- C. No employee shall clock out more than 7 minutes after the end of their shift without the prior authorization of his/her immediate supervisor. Employees doing so may be subject to disciplinary action.
- D. Non-exempt employees are permitted to work overtime with prior authorization from the supervisor. However, overtime work is discouraged by the City unless absolutely necessary. Should it become necessary to require overtime, the supervisor shall schedule overtime as far in advance as possible.

### E4. Work Time Rounding

- A. Time clock punches will be rounded to the nearest quarter hour as indicated by the following:
  - 7 minutes before or after the hour will round to the hour
  - 7 minutes before or after the quarter hour will round to the quarter hour
  - 7 minutes before or after the half hour will round to the half hour
  - 7 minutes before or after the three quarter hour will round to the three quarter hour.

### E5. Break Time

- A. No employee will be required to clock in or out for their paid breaks throughout the day.

E6. Missed Punches/Lost I.D. Cards

- A. All employees will receive an initial Identification card issued through the Human Resource Office. All employees must have their photo taken for the I.D. Card. All non-exempt/exempt employees must have the dimensions of their hand measured for the time keeping system.
- B. All employees will receive one replacement card due to theft or loss. If a card is worn out from normal wear and tear, the card needs to be presented to the HR Dept, and a replacement will be issued.
- C. Employees are required to clock in and out. Should an employee miss a punch, they are to notify their supervisor immediately. If an employee does not punch for any reason, it may lead to disciplinary action.

E7. Adjusting Clock In/Out Times:

- A. Under normal circumstances, no manager or supervisor should be changing or editing employee clock in or out times. If the employee misses an entry into the timekeeping system, the employee must immediately notify their department head; the department head will notify the Human Resources Department to make the necessary adjustment; additionally should prior approval by the City Manager requires the employee to clock in or out earlier the HR Director will manually enter the employee's work hours via the time clock portal explaining the reason why. Employees who consistently miss time clock entries will be subject to disciplinary action.

E8. Requesting Time:

- A. Employees requesting time off must utilize the "Action Forms". The request will be routed to the appropriate levels of management for approval. Once a request has been either approved or denied, the employee will be notified by Department Head.
- B. Employees who have been asked to work extra time or who would like to request extra time to work can put in a request for "OT-Extra Time" in the "Action Forms" program. Requests may be approved or denied.

**RESOLUTION NO. 25-2018**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND PREPARING TOMORROWS LEADERS TODAY INC. FOR USAGE OF CITY PARKS AND RESTROOM FACILITIES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of South Bay ("City") owns and/or operates certain parks, athletic fields, buildings and facilities which are intended for recreational purposes; and

**WHEREAS**, the City desires to offer a wide variety of recreational activities for residents and the surrounding communities on a year-round basis; and

**WHEREAS**, Preparing Tomorrows Leaders Today Inc. ("PTLT") desires to conduct its activities at 105 Palm Beach Rd., South Bay, Florida a/k/a Tanner Park as more specifically set forth in the Scope of Work detailed in Exhibit "A"; and

**WHEREAS**, PTLT will provide City with a one-time \$2,500.00 contribution for reasonable maintenance expenses associated with the upkeep of Tanner Park;

**WHEREAS**, the City Commission of the City of South Bay, upon the recommendation of the City Manager, desires to authorize the City Manager to enter into and execute the attached facility usage Agreement between the City and PTLT, attached hereto as Exhibit "A".

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Adoption of Representations.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

**Section 2. Approval of Agreement; Authority of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Agreement between the City of South Bay and Preparing Tomorrows Leaders Today Inc., attached hereto as Exhibit "A", for usage of the City's recreational facilities at



Tanner Park, together with such non-material changes as may be acceptable to the City Attorney.

**Section 3. Effective Date.** This Resolution shall be effective immediately upon its passage and adoption.

**PASSED and ADOPTED** this 5<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Joe Kyles, Mayor

Attested

By: \_\_\_\_\_  
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Week, Esquire  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

**PARKS AND RECREATION DEPARTMENT**  
**FACILITY USAGE AGREEMENT**

This Agreement is made on this 5TH day of JUNE, 2018 by and between the CITY OF SOUTH BAY (hereinafter "CITY") a Political Subdivision of the State of Florida, and PREPARING TOMORROWS LEADERS TODAY INC. (hereinafter "USER"), a 501C-3 non-profit entity, whose Federal Tax ID Number is 47-4792797, for the use of certain park recreational facilities within the City, as more particularly described herein.

**WHEREAS**, the City owns and/or operates certain parks, athletic fields, buildings and facilities which are intended for recreational purposes; and

**WHEREAS**, the City desires to offer the use of Tanner Park for certain recreational and/or educational programming offered by USER; and

**WHEREAS**, the City desires to enter into a written agreement to allow for use of the City's parks, in specified areas as designated by the City Manager and as set forth herein; and

**NOW THEREFORE**, in consideration of the mutual terms and conditions, the Parties agree as follows:

1. The foregoing "Whereas" clauses are hereby confirmed as being true and correct and are hereby incorporated into this Agreement as a part thereof.
2. The City agrees to allow User to utilize the City's recreational facilities for the time period and manner specified in Appendix "A" attached hereto and under the terms of this Agreement.
3. The parties agree that User shall establish, in conjunction with the Parks and Recreation Director a written Operational Plan for use.
4. The parties agree that activities sponsored and/or operated by the City's Parks and Recreation Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.

**Obligations of User**

5. User shall comply with all statutes, City ordinances, rules, orders, regulations and requirements of the Federal, State, County and City government as may be applicable to the use of such recreational facilities, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the facilities hereunder.
6. User shall indemnify and hold harmless the City from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the facilities for which this Agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities

incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof. Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of cities and counties as are set forth in Section 768.28, Florida Statutes.

7. User shall provide at its own cost and expense, a comprehensive liability insurance policy insuring the City against claims for bodily injury, death and property damage an the amount of no less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, or an another amount as determined by the City Administrator. The City of South Bay shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the City in the event of cancellation thereof.
8. User agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement. User further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this Agreement, including the costs associated therewith.
9. User agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.
10. User agrees that it shall not make, or permit to be made, any structural changes or improvements to the aforementioned facilities, including the bathrooms, except upon written approval of the City. Any changes or improvements made with written approval of the City shall remain as part of the facility at the end of the term of this Agreement.
11. User shall provide at each facility for the duration of each event, as indicated on Appendix "A", a First Aid kit in a form acceptable to the City. Evidence of such provision shall be provided to the Parks and Recreation Superintendent or his/her designee prior to the commencement of each activity, or as deemed necessary by the Parks and Recreation Superintendent.
12. User shall require that all officials, coaches, teachers, volunteers and instructors undergo background screening prior to supervising children, and furnish the City with verification that background checks have been completed. The background checks must be performed by a company or agency approved by the City and within thirty (30) days from the start of the Agreement.
13. User shall provide the Parks and Recreation Director with a calendar of activities for each specific sports activity to be a part of the Operational Plan. Said plan shall be due within five (5) days from the execution of this Agreement.
14. User shall provide the City a contribution of \$2,500 in guaranteed funds for reasonable maintenance expenses. Said contribution shall be due within fifteen (15) days from the execution of this Agreement.

### **Obligations of City**

15. City will provide daily maintenance of the facilities to the extent that the use is generally consistent with the maintenance required before the start of this Agreement. In the event the maintenance is unusually higher than before the start of the Agreement, City shall bill the reasonable cost of the extra maintenance to USER and USER shall pay for said extra maintenance within thirty (30) days.
16. City may, in its sole discretion, limit the use of the facilities to prevent overuse, misuse or abuse the facilities.
17. City reserves the right to determine the suitability of any particular facility for use under this Agreement. City shall bear no responsibility, nor shall User seek any redress, for User's inability to use a facility as provided herein, when, in the reasonable determination of the City, a facility (or facilities) is deemed to be unsuitable for use for any period of time.
18. At all times, City shall administer and enforce all applicable City codes, policies and procedures. City shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.
19. City reserves the right to cancel, reschedule or change the location for any activities held at any of the City's facilities. The City may attempt to provide an alternative location for User if facilities are not available, but City is under no obligation to provide such replacement facilities to User.
20. City may, through the Parks and Recreation Director, from time to time, issue a key to a City recreation facility to an authorized representative of User but is under no obligation to do so. Duplication of keys by User will result in revocation of all key privileges and changing of all affected locks at the User's expense.

### **Term of Agreement**

21. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.
22. This Agreement shall be effective on a month-to-month basis for a period of one (1) year from the date of execution. This Agreement may be renewed or renegotiated; however, any such modifications shall not be binding upon either party unless made in writing and accepted by both parties. No oral modifications may be made to this Agreement.

### **Additional Provisions**

23. User may not sell alcoholic beverages without the expressed written permission of CITY.
24. The CITY'S representative/liaison during the performance of this Agreement shall be King

Kindred, Director of Parks and Recreation, telephone no. 561-996-6751. The USER'S representative/liaison during the performance of this Agreement shall be Micaela Alford, telephone no. 561-472-4826.

25. Notwithstanding this Agreement, or any Agreement to the contrary, User acknowledges and agrees that in the event City and User desire to use a City facility at the same time, or in the event that any similar usage conflict develops, City shall have priority over User for the use of said facility.
26. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the City shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which the City may be entitled.
27. This Agreement and its attachments constitute the sole and only Agreement of the parties and sets forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
28. The services to be provided by the User pursuant to this Agreement shall be nonexclusive, and nothing shall preclude the City from engaging other persons or entities to provide similar services at the City's facilities.
29. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Palm Beach County, Florida.
30. User and its employees and agents shall be deemed to be independent and not City agents or employees. The User, its employees or agents shall not attain any rights or benefits under the City's retirement plan nor any rights generally afforded the City's classified or unclassified employees, nor shall User be deemed entitled to the Florida Workers' Compensation benefits as a City employee.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

Attested

City of South Bay

BY: \_\_\_\_\_  
Jessica Figueroa, City Clerk

BY: \_\_\_\_\_  
Joe Kyles, Mayor

BY: \_\_\_\_\_  
Leondrae Camel, City Manager

APPROVED AS TO FORM

\_\_\_\_\_  
Burnadette Norris-Week, Esquire  
City Attorney

PREPARING TOMORROWS LEADERS  
TODAY INC.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
Micaela Alford  
Address 8952 Cypress Grove Lane  
West Palm Beach FL 33411

## APPENDIX "A" SCOPE OF SERVICES

1. User shall furnish certain educational services at Tanner Park.
2. City will permit the User to utilize the facilities of Tanner Park.
3. City reserves the right, in its sole exclusive discretion, to change the days and times that the City's facilities may be utilized by the User. In addition, the City reserves the right to establish and enforce limits on the number of hours and number people who will allowed to be present in the interest of public safety and as determined by USER.
4. User shall be allowed to utilize the facilities in accordance with the Operational Plan approved by CITY, so long as maintenance expenses are kept at the same levels as prior to the start of this Agreement.
5. User will utilize its best efforts to promote the City of South Bay.
6. Unless otherwise agreed upon in writing by both User and the City, User shall promote and recruit for its programs residents of the City first and foremost and then spread to beyond the city limits for its Programs.
7. Parking will be allowable for User's Programs only in spaces designated by City staff.
8. User will be responsible for all transportation necessary to any away contests, performances, or other Program activities.
9. User shall be responsible for cleaning all utilized facilities after usage. If there is excessive use of the bathrooms or special maintenance required for overuse, additional reasonable charges will be billed for USER by City and shall be due to CITY no later than thirty (30) days.
10. A copy of the additional insured certificate must be made available to the City Manager upon request.
11. Smoking is prohibited by User or any patrons associated with User's scheduled activity. All City ordinances, rules & regulations must be upheld by the User and program participants at all times.
12. The term of Agreement shall commence upon the date of execution hereof and shall remain in effect on a month-to-month period for one (1) year from the date of execution or until completion of the program.

13. User will be responsible for any (minor or major) damage to city property such as (assembly halls, concession areas, all purpose fields, gazebos, fencing, bike bath, etc.). User will be billed separately for any repairs needed during this agreement, whether accidental, negligent or any there other. If such action takes place, user will have thirty (30) days from the date of occurrence to make payment for repairs.
14. User will be responsible for any training of volunteers to properly instruct Program participants.
15. User will be responsible for the use of any City equipment. Any negligence or reckless use of City equipment shall not be tolerated and may result in termination of this Agreement by the City and suspension or termination of User's Program.

*Remainder of page intentionally left blank.*





### Our Mission

Since 2016, Preparing Tomorrow Leader's Today Inc. has remained committed to empowering and equipping youth with the knowledge and essential skills necessary to live successful, productive lives. Founded by a group of passionate educators concerned with the observed educational and economic deficits in disadvantaged communities, PTLT aims to bridge the achievement gap through innovative programming in a safe, nurturing and fun environment. We believe every child has a right to the highest quality educational experience and the brightest future!

### Our Camp

Our Summer Camp program seeks to combat what is known as the *summer slide*, a phenomenon describing the decline in student reading and math performance during summer vacation. In 2011, The Campaign for Grade-Level Reading listed summer learning loss as one of the three major obstacles to reading proficiency during the regular school year. Summer slide has proven to have a profound effect on a student's educational trajectory. Although studies show learning loss can be identified in students across all communities, regression is even more pronounced in low-income children who lack access to summer learning activities and programs.

Preparing Tomorrow's Leaders Today's Summer Camp provides an opportunity for disadvantaged youth ages 6-16 to receive quality academic enrichment and remediation services coupled by supplemental recreational activities. Our Summer Camp is designed to give academic support to all students in order to meet diverse needs and reverse educational lapses. We work strategically to improve academic performance and social outcomes in disadvantaged communities that lack access to such resources. Our Summer Camp program is intentionally designed to counter summer regression and help close the achievement gap.

### Our Approach

Preparing Tomorrow's Leaders Today takes pride in our comprehensive and holistic approach that incorporates student voice, parental involvement, and creative lesson plans. Our standards based curriculum is grade-level specific and taught by licensed and certified educators who are passionate and engaging. Academic sessions employ programs and technologies utilized by students from the prior school year in order to ensure familiarity, consistency, and build upon learned skills and abilities.

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Preparing Tomorrow's Leaders Today

[www.PreparingLeaders.org](http://www.PreparingLeaders.org)

1(877) 936-3686

With your help, we are confident our summer camp would be beneficial to your students and the surrounding community. Our unique camp has mastered the ability to combine essential academic instruction with fun recreational activities during crucial summer months. Our campers develop effective study habits and skills in order to master state standards. We pride ourselves in exposing our campers to challenging writing and reading content to strengthen comprehension and build vocabulary. Preparing Tomorrow's Leaders Today is dedicated to helping students reach their fullest potential while building confidence and developing valuable leadership skills.

Below you will find additional details on the structure of our summer camp program and how it can be beneficial to the students who register:

**Preparing Tomorrow's Leader's Today Inc.  
Summer Camp 2018**

**Dates & Time of Operation:** June 2018-August 2018; Monday-Friday, 8:00am-5:00pm.

**Objective:** To provide fun, high quality summer educational programming for students ages 6-16 that includes academic and recreational components to combat summer slide, encourage physical fitness, and develop essential life and leadership skills.

**Daily Schedule Overview\***

<b>Morning 7:30am-11:30am</b>	<b>Afternoon 1:00pm-5:00pm</b>
Reading/Math	Computer Science
Writing	Arts and Crafts
Test Taking Strategies	Team Building Activities/Games
Organizational Skills	Sports
Science	Weekly Field Trips

**\*Note:** Morning academic sessions will be taught by certified and licensed educators/teachers.

**Nutrition:** Free and well-balanced lunch and afternoon snacks will be offered daily. Meals are United States Department of Agriculture (USDA) approved and adhere to the latest nutritional science and standards.

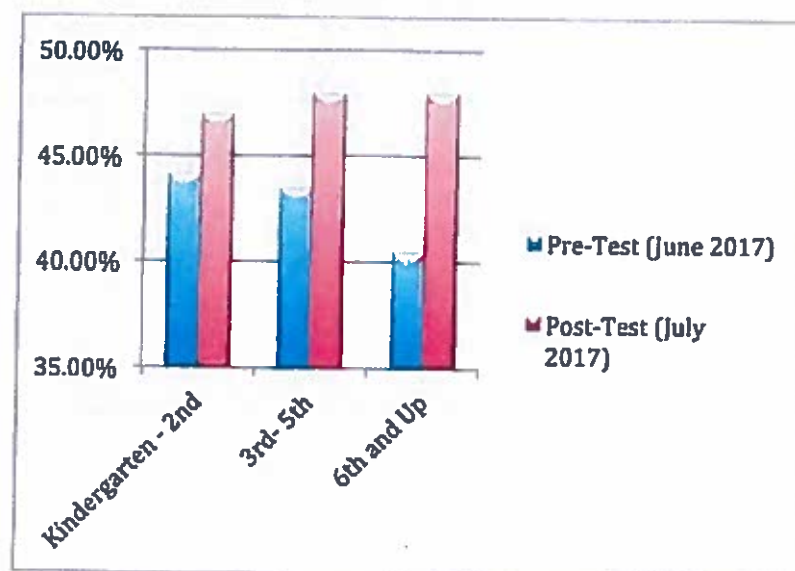
Student progress is monitored through pre and post assessments and our data driven lesson plans aim to meet students where they are.

We have already seen success! Data from Summer 2017 reveal 66% of our 120 campers *sustained* reading and math performance over a 10-week period. Additionally, over a quarter of campers (26%) saw *gains* based on pre and post assessments. This means 91% of participants successfully combated summer slide and entered the 2017-2018 school year ahead and equipped to face the challenges of the new academic year!

Summer 2017 Student Performance





Summer 2017 Pre and Post Assessments



Parents of students who attended our summer camp program have also reported higher levels of confidence, self-assurance, and self-esteem in their students during the school year following camp.





## SCHEDULE OF DAILY ACTIVITIES (Session I June 4, 2018- June 29, 2018)

Week# 1-2	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week #1</b>  <b>June 4-9, 2018</b>  	<b>4</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-10:00 Program Rules/Songs 10:00a-12:00p Procedures Ice Breakers/Math Games 12:00p-12:30 Lunch 12:30p-3:00p Recreation Activities 3:00p-3:30p Snack/music 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	<b>5</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics/ Administer I-Ready Pre-Test 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities & Drum Line 3:00p-3:30p Snack/music 3:30p-4:30p Emergency Drills 4:30p-5:30p Board Games	<b>6</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics/ Administer I-Ready Pre-Test Tentative (Swimming Lessons) 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities/Pioneer Park Aquatics Swimming Day 3:00p-3:30p Snack/music 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	<b>7</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics/ Introduce Spelling Bee 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities & Drum Line 3:00p-3:30p Snack/Songs 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	<b>8</b> 7:30a-8:00a <b>Early Bird</b> 8:00a.m.-9:30a.m. Academics/Spelling Bee Practice 12:00p-12:30p Lunch 12:30p-4:30p Field Trip/Movies/picnic at park 4:30p-5:30p Group Activity
<b>Week #2</b>  <b>June 11-15, 2018</b>  	<b>11</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics /Spelling Bee Practice 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities 3:00p-3:30p Snack/Songs 3:30p-4:30p Arts and Crafts 4:30p-5:30pm Board Games	<b>12</b> 7:30a-8:00a <b>Early Bird</b> 8:00-12:00 p.m. Academics/ Administer I-Ready Pre-Test 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities & Drum Line 3:00p-3:30p Snack/music 3:30p-4:30p Emergency Drills 4:30p-5:30p Board Games	<b>13</b> 7:30a-8:00a <b>Early Bird</b> 8:00-12:00 p.m. Academics/ Spelling Bee Practice Tentative (Swimming Lessons) 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities/Pioneer Park Aquatics Swimming Day 3:00p-3:30p Snack/music 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	<b>14</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics/ Spelling Bee Practice 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities & Drum Line 3:00p-3:30p Snack/Songs 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	<b>15</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-9:30a Fitness 9:30-12 Cultural Center/Healthy Snack 12:00-12:30 Lunch 1-3:00 Cultural Center 3:00p-3:30p Snack 4:30p-5:30p Board Games





Week # 3-4	Monday	Tuesday	Wednesday	Thursday	Friday
Week #3 June 18-22, 2018 	18 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics/Spelling Bee Practice 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities Drum Line 3:00p-3:30p Snack/Songs 3:30p-4:30p Arts and Crafts 4:30p-5:30pm Board Games	19 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics/Spelling Bee Practice 12:00p-12:30p Lunch 12:30p-3:00p Lake Lytal (Swim) 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	20 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics/Spelling Bee Tentative (Swimming Lessons) 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities/Pioneer Park Aquatics Swimming Day 3:00p-3:30p Snack/music 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	21 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics/Spelling Bee Practice 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities & Drum Line 3:00p-3:30p Snack/Songs 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	22 7:30a-8:00a <b>Early Bird</b> 8:00a-11:00 Recreation Activities 11:00a-4:00p Dubois Park Cook-Out(Picnic) 4:30p-5:30p Board Games
Week #4 June 25-29, 2018 	25 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics/Spelling Bee Practice 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities Drum Line 3:00p-3:30p Snack/Songs 3:30p-4:30p Arts and Crafts 4:30p-5:30pm Board Games	26 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics/Spelling Bee Practice 12:00p-12:30p Lunch 12:30p-3:00p Lake Lytal (Swim) 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	27 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics/Spelling Bee Tentative (Swimming Lessons) 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities/Pioneer Park Aquatics Swimming Day 3:00p-3:30p Snack/music 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	28 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics/Spelling Bee Practice 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities & Drum Line 3:00p-3:30p Snack/Songs 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	29 7:30a-8:00a <b>Early Bird</b> 8:00a 10:00a Recreation Activities 10:00a-4:00pm 2 <sup>nd</sup> annual 4 <sup>th</sup> of July Celebration 4:30p-5:30p Farewell Act, Information Exchange, Shirt Signing etc.


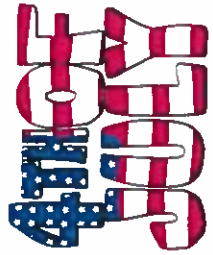
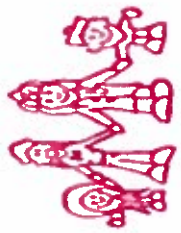
## WEDNESDAYS- 3:30P-5:30P DRUG PREVENTION PROGRAM AND MUSIC (GROUPS D&E)



**AGE GROUPS:** A 5-6 B 7-8 C 9-10 D 11-12 E 13-15

(Field Trips Highlighted in Blue)





## SCHEDULE OF DAILY ACTIVITIES (Session II July 2, 2018-August 10, 2018)

Week# 5-6	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week #5</b>  July 2-6, 2018  	<b>2</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics /Spelling Bee Practice 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities 3:00p-3:30p Drum Line 3:30p-4:30p Snack/Songs 4:30p-5:30pm Arts and Crafts Emergency Drills	<b>3</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p /Spelling Bee Practice Competition Academics/ Drum Line 12:30p-12:30 Lunch 12:30p-4:00p Water Activities 4:30-5:30 Teachers Choice	<b>4TH</b> <b>CLOSED JULY 4TH</b>  	<b>5</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Academics /Spelling Bee Competition 12:00p-12:30p Lunch 12:30p-3:00p Boys/Girls Scouts 3:00p-3:30p Snack 3:30p-5:00p Clubs 5:00p-5:30p Teacher's Choice	<b>6</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Recreation Activities 12:00p-12:30p Lunch 12:30p-3:00p Barracuda Bay 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30p Teacher's Choice
<b>Week #6</b>  July 9-13, 2018 <b>Camp I Am Me</b> 	<b>9</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics /Spelling Bee Practice 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities/ Drum Line 3:00p-3:30p Snack/Songs 3:30p-4:30p Arts and Crafts 4:30p-5:30pm Board Games	<b>10</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Academics/Spelling Bee Practice 12:00p-12:30p Lunch 12:30p-3:00p Lake Lytal (Swim) 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games/Game Room	<b>11</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12p Academics/Spelling Bee Review Tentative (Swimming Lessons) 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities/Pioneer Park Aquatics Swimming Day 3:00p-3:30p Snack/music 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	<b>12</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Spelling Bee Competition ☺ 12:00p-12:30p Lunch 12:30p-3:00p Arts and Craft 3:00p-3:30p Snack 3:30p-5:00p Clubs 5:00-5:30 Board Games/Game Room	<b>13</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-9:30a Recreation Activities 9:30p-3:30 p.m. Skating Rink Lunch 3:30p-5:30p Board Games

Week # 7-8	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week # 7</b>  <b>June 16-20, 2018</b> 	<b>16</b> 7:30a-8:00a <b>Early Bird/HAT DAY</b> 8:00a-12:00p Academics 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities/Drum Line 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30pm Practice for Talent Show	<b>17</b> 7:30a-8:00a <b>Early Bird/JERSEY DAY</b> 8:00a-12:00p Academics 12:00p-12:30p Lunch 12:30p-3:00p <b>Lake Lytal (Swim)</b> 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30p Practice for Talent Show	<b>18</b> 7:30a-8:00 <b>Early Bird/SUNGLASSES DAY</b> 8:00a-12:00p Academics 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities/Drum Line 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30p Practice for Talent Show	<b>19</b> 7:30a-8:00a <b>Early Bird/BACKWARDS DAY</b> 8:00a-12:00p Academics 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities 3:00p-3:30p Snack 3:30p-5:00p Clubs 5:00p-5:30p Practice for Talent Show	<b>20</b> 7:30A-8:00a <b>Early Bird/ROCK STAR DAY</b> 8:00a-12:00p Recreation Activities 12:00p-12:30 Lunch 12:30p-3:00p <b>Career Day</b> 3:00p-3:30p Snack 3:30p-5:30p Talent Show
<b>Week #8</b>  <b>July 23-27, 2018</b> 	<b>23</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Academics 12:00p-12:30p Lunch 12:30p-3:00p <b>Special Event</b> 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30pm Board Games	<b>24</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Academics 12:00p-12:30p Lunch 12:30p-3:00p <b>Lake Lytal (Swim)</b> 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	<b>25</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Academics 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities/Drum Line 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30p Board Games	<b>26</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Academics 12:00p-12:30p Lunch 12:30p-3:00p <b>Jamathon Fairgrounds</b> 3:00p-3:30p Snack 3:30p-5:00p Travel/Clubs 5:00-5:30p Board Games	<b>27</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-11:00 Recreation Activities 11:00a-4:30p Lunch/Snack/ <b>Chocolate Factory</b> 4:30p-5:30p Board Games



<b>Week #9</b> <b>July 30- August 3, 2018</b> 	<b>30</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Academics 12:00p-12:30p Lunch 12:30p-3:00p Special Event 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30pm Closing Rehearsal	<b>31</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Academics 12:00p-12:30p Lunch 12:30p-3:00p Bowling 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30p Closing Rehearsal	<b>1</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Academics 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30p Closing Program Rehearsal	<b>2</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Academics 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities 3:00p-3:30p Snack 3:30p-5:30p Closing Program Rehearsal	<b>3</b> 7:30a-8:00a <b>Early Bird</b> 8:00a 12:00p Field Day 12:00a-12:30 Lunch 12:30p2:00p Set Up Props 2:00p-4:00p Field Day 4:00p-5:30p Shirt Signing/ Games/Farewell All Locations/ One Site
<b>Week #10</b> <b>August 6- August 10, 2018</b> 	<b>6</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Free Play 12:00p-12:30p Lunch 12:30p-3:00p Special Event 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30pm Closing Rehearsal	<b>7</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-6:00p End of the Year Trip to Busch Gardens 12:30p-3:00p Recreation 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30p Closing Program Rehearsal	<b>8</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Free Play 12:00p-12:30p Lunch 12:30p-3:00p Recreation 3:00p-3:30p Snack 3:30p-4:30p Arts and Crafts 4:30p-5:30p Closing Program Rehearsal	<b>9</b> 7:30a-8:00a <b>Early Bird</b> 8:00a-12:00p Field Trip 12:00p-12:30p Lunch 12:30p-3:00p Recreation Activities 3:00p-3:30p Snack 3:30p-5:30p Closing Program Rehearsal	<b>10</b> 7:30a-8:00a <b>Early Bird</b> 8:00a 12:00p Dress Rehearsal for Closing Program 12:00a-12:30 Lunch 12:30p2:00p Set Up Props 2:00p-4:00p Closing Program 4:00p-5:30p Shirt Signing/ Games/Farewell

**WEDNESDAYS- 3:30P-5:30P DRUG PREVENTION PROGRAM AND MUSIC (GROUPS D&E)**

**AGE GROUPS:** A 5-6    B 7-8    C 9-10    D 11-12    E 13-15

Field Trips Highlighted in Blue





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Leavitt Recreation & Hospitality Insurance, Inc. 942 14th Street  Sturgis SD 57785  <b>INSURED</b> Preparing Tomorrow's Leaders Today, Inc 8952 Cypress Grove  West Palm Beach FL 33411	<b>CONTACT NAME:</b> Bronna Pyle <b>PHONE (A/C, No, Ext):</b> (800) 525-2060 <b>FAX (A/C, No):</b> (866) 465-2797 <b>E-MAIL ADDRESS:</b> bronna-pyle@leavitt.com  <b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> Philadelphia Indemnity Insurance</td><td><b>NAIC #</b> 018058</td></tr><tr><td><b>INSURER B:</b> Markel Insurance Company</td><td><b>NAIC #</b> 38970</td></tr><tr><td><b>INSURER C:</b></td><td></td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>	<b>INSURER A:</b> Philadelphia Indemnity Insurance	<b>NAIC #</b> 018058	<b>INSURER B:</b> Markel Insurance Company	<b>NAIC #</b> 38970	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER A:</b> Philadelphia Indemnity Insurance	<b>NAIC #</b> 018058												
<b>INSURER B:</b> Markel Insurance Company	<b>NAIC #</b> 38970												
<b>INSURER C:</b>													
<b>INSURER D:</b>													
<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES**

CERTIFICATE NUMBER: revised 18/19 COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
		<input checked="" type="checkbox"/>	PHPK1780263	2/20/2018	2/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse & Molestation \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	<b>AUTOMOBILE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTION \$					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	MWC0110633-02	6/5/2018	6/5/2019	PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO ITS LIABILITY ARISING OUT OF THE ACTIVITIES OF THE NAMED INSURED.

**CERTIFICATE HOLDER****CANCELLATION**

Tanner Park  
105 West Palm Beach Rd  
South Bay, FL 33493

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris Hipple/ANFLAG

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**RESOLUTION NO. 26-2018**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND KINGS TUTORING & MENTORING FOUNDATION, INC. FOR USAGE OF CITY PARKS AND RESTROOM FACILITIES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of South Bay ("City") owns and/or operates certain parks, athletic fields, buildings and facilities which are intended for recreational purposes; and

**WHEREAS**, the City desires to offer a wide variety of recreational activities for residents and the surrounding communities on a year-round basis; and

**WHEREAS**, Kings Tutoring & Mentoring Foundation, Inc. ("Kings Tutoring") desires to conduct its activities at 105 Palm Beach Rd., South Bay, Florida a/k/a Tanner Park for restroom usage as more specifically set forth in the Scope of Work detailed in Exhibit "A"; and

**WHEREAS**, the City has agreed to provide said Tanner Park and lavatory facilities at no charge to Kings Tutoring; and

**WHEREAS**, the City Commission of the City of South Bay, upon the recommendation of the City Manager, desires to authorize the City Manager to enter into and execute the attached facility usage Agreement between the City and Kings Tutoring, attached hereto as Exhibit "A".

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Adoption of Representations.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

**Section 2. Approval of Agreement; Authority of Mayor and City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Agreement between the City of South Bay and Kings Tutoring & Mentoring

Foundation, Inc., attached hereto as Exhibit "A", for usage of the City's recreational restroom facilities at Tanner Park, together with such non-material changes as may be acceptable to the City Attorney.

**Section 3. Effective Date.** This Resolution shall be effective immediately upon its passage and adoption.

**PASSED and ADOPTED** this 5<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Joe Kyles, Mayor

Attested

By: \_\_\_\_\_  
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Week, Esquire  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

**PARKS AND RECREATION DEPARTMENT**  
**FACILITY USAGE AGREEMENT**

This Agreement is made on this 5th day of JUNE, 2018 by and between the CITY OF SOUTH BAY (hereinafter "CITY") a Political Subdivision of the State of Florida, and KING'S TUTORING AND MENTORING FOUNDATION INC. (hereinafter "USER"), a 501C-3 non-profit entity, whose Federal Tax ID Number is 81-2809737, for the use of certain park recreational facilities within the City, as more particularly described herein.

**WHEREAS**, the City owns and/or operates certain parks, athletic fields, buildings and facilities which are intended for recreational purposes; and

**WHEREAS**, the City desires to offer the use of Tanner Park for certain recreational and/or educational programming offered by USER; and

**WHEREAS**, the City desires to enter into a written agreement to allow for use of the City's parks, in specified areas as designated by the City Manager to include use of the city bathrooms and as set forth herein; and

**NOW THEREFORE**, in consideration of the mutual terms and conditions, the Parties agree as follows:

1. The foregoing "Whereas" clauses are hereby confirmed as being true and correct and are hereby incorporated into this Agreement as a part thereof.
2. The City agrees to allow User to utilize the City's recreational facilities to include the use of bathrooms for the time period and manner specified in Appendix "A" attached hereto and under the terms of this Agreement.
3. The parties agree that User shall establish, in conjunction with the Parks and Recreation Superintendent a written Operational Plan for use.
4. The parties agree that activities sponsored and/or operated by the City's Parks and Recreation Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.

**Obligations of User**

5. User shall comply with all statutes, City ordinances, rules, orders, regulations and requirements of the Federal, State, County and City government as may be applicable to the use of such recreational facilities, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the facilities hereunder.
6. User shall indemnify and hold harmless the City from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the

facilities (including the use of bathroom facilities) for which this Agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof. Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of cities and counties as are set forth in Section 768.28, Florida Statutes.

7. User shall provide at its own cost and expense, a comprehensive liability insurance policy insuring the City against claims for bodily injury, death and property damage an the amount of no less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, or an another amount as determined by the City Administrator. The City of South Bay shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the City in the event of cancellation thereof.
8. User agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement. User further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this Agreement, including the costs associated therewith.
9. User agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.
10. User agrees that it shall not make, or permit to be made, any structural changes or improvements to the aforementioned facilities, including the bathrooms, except upon written approval of the City. Any changes or improvements made with written approval of the City shall remain as part of the facility at the end of the term of this Agreement.
11. User shall provide at each facility for the duration of each event, as indicated on Appendix "A", a First Aid kit in a form acceptable to the City. Evidence of such provision shall be provided to the Parks and Recreation Superintendent or his/her designee prior to the commencement of each activity, or as deemed necessary by the Parks and Recreation Director.
12. User shall require that all officials, coaches, teachers, volunteers and instructors undergo background screening prior to supervising children, and furnish the City with verification that background checks have been completed. The background checks must be performed by a company or agency approved by the City and within thirty (30) days from the start of the Agreement.
13. User shall provide the Parks and Recreation Director with a calendar of activities for each specific sports activity to be a part of the Operational Plan. Said plan shall be due within five (5) days from the execution of this Agreement.

### **Obligations of City**

14. City will provide daily maintenance of the facilities to the extent that the use is generally consistent with the maintenance required before the start of this Agreement. In the event the maintenance is unusually higher than before the start of the Agreement, City shall bill the reasonable cost of the extra maintenance to USER and USER shall pay for said extra maintenance within thirty (30) days.
15. City may, in its sole discretion, limit the use of the facilities to prevent overuse, misuse or abuse the facilities.
16. City reserves the right to determine the suitability of any particular facility for use under this Agreement. City shall bear no responsibility, nor shall User seek any redress, for User's inability to use a facility as provided herein, when, in the reasonable determination of the City, a facility (or facilities) is deemed to be unsuitable for use for any period of time.
17. At all times, City shall administer and enforce all applicable City codes, policies and procedures. City shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.
18. City reserves the right to cancel, reschedule or change the location for any activities held at any of the City's facilities. The City may attempt to provide an alternative location for User if facilities are not available, but City is under no obligation to provide such replacement facilities to User.
19. City may, through the Parks and Recreation Director, from time to time, issue a key to a City recreation facility to an authorized representative of User but is under no obligation to do so. Duplication of keys by User will result in revocation of all key privileges and changing of all affected locks at the User's expense.

### **Term of Agreement**

20. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.
21. This Agreement shall be effective on a month-to-month basis for a period of one (1) year from the date of execution. This Agreement may be renewed or renegotiated; however, any such modifications shall not be binding upon either party unless made in writing and accepted by both parties. No oral modifications may be made to this Agreement.

### **Additional Provisions**

22. User may not sell alcoholic beverages without the expressed written permission of CITY.
23. The CITY'S representative/liaison during the performance of this Agreement shall be King Kindred, Director of Parks and Recreation, telephone no. 561-996-6751. The USER'S

representative/liaison during the performance of this Agreement shall be Barbara King, telephone no. 561-449-3793.

24. Notwithstanding this Agreement, or any Agreement to the contrary, User acknowledges and agrees that in the event City and User desire to use a City facility at the same time, or in the event that any similar usage conflict develops, City shall have priority over User for the use of said facility.
25. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the City shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which the City may be entitled.
26. This Agreement and its attachments constitute the sole and only Agreement of the parties and sets forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
27. The services to be provided by the User pursuant to this Agreement shall be nonexclusive, and nothing shall preclude the City from engaging other persons or entities to provide similar services at the City's facilities.
28. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Palm Beach County, Florida.
29. User and its employees and agents shall be deemed to be independent and not City agents or employees. The User, its employees or agents shall not attain any rights or benefits under the City's retirement plan nor any rights generally afforded the City's classified or unclassified employees, nor shall User be deemed entitled to the Florida Workers' Compensation benefits as a City employee.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

Attested

City of South Bay

BY: \_\_\_\_\_  
Jessica Figueroa, City Clerk

BY: \_\_\_\_\_  
Joe Kyles, Mayor

BY: \_\_\_\_\_  
Leondrae Camel, City Manager

APPROVED AS TO FORM

\_\_\_\_\_  
Burnadette Norris-Week, Esquire  
City Attorney

KING'S TUTORING AND MENTORING  
FOUNDATION INC.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory  
Name: Barbara King  
Address: 206 SW 12<sup>th</sup> Ave  
South Bay FL 33493



## **APPENDIX "A"**

### **SCOPE OF SERVICES**

1. User shall furnish certain recreational services at Tanner Park.
2. City will permit the User to utilize the facilities of Tanner Park, including the bathroom facilities.
3. City reserves the right, in its sole exclusive discretion, to change the days and times that the City's facilities may be utilized by the User. In addition, the City reserves the right to establish and enforce limits on the number of hours and number people who will allowed to be present in the interest of public safety and as determined by USER.
4. User shall allowed to utilize the facilities at no cost in accordance with an Operational Plan to be approved by CITY, so long as maintenance expenses are kept at the same levels as prior to the start of this Agreement.
5. User will utilize its best efforts to promote the City of South Bay in all of their games, practices, volunteer efforts and/or performances.
6. Unless otherwise agreed upon in writing by both User and the City, User shall promote and recruit for its programs residents of the City first and foremost and then spread to beyond the city limits for its Programs.
7. Parking will be allowable for User's Programs only in spaces designated by City staff.
8. User will be responsible for all transportation necessary to any away contests, performances, or other Program activities.
9. User shall be responsible for cleaning all utilized facilities after usage. If there is excessive use of the bathrooms or special maintenance required for overuse, additional reasonable charges will be billed for USER by City and shall be due to CITY no later than thirty (30) days.
10. A copy of the additional insured certificate must be made available to the City Manager upon request.
11. Smoking is prohibited by User or any patrons associated with User's scheduled activity. All City ordinances, rules & regulations must be upheld by the User and program participants at all times.
12. The term of Agreement shall commence upon the date of execution hereof and shall remain in effect on a month-to-month period for one (1) year from the date of execution or until completion of the program.

13. User will be responsible for any (minor or major) damage to city property such as (assembly halls, concession areas, all purpose fields, gazebos, fencing, bike bath, etc.). User will be billed separately for any repairs needed during this agreement, whether accidental, negligent or any there other. If such action takes place, user will have thirty (30) days from the date of occurrence to make payment for repairs.
14. User will be responsible for any training of volunteers to properly instruct Program participants.
15. User will be responsible for the use of any City equipment. Any negligence or reckless use of City equipment shall not be tolerated and may result in termination of this Agreement by the City and suspension or termination of User's Program.

*Remainder of page intentionally left blank.*

*Kings Tutoring and Mentoring Foundation, Inc.*

*Program Outline*

**Program Overview**

Kings Tutoring and Mentoring Foundation Inc Program is to provide supplemental, enrichment, and intensive educational support to students K-12. This program is designed to be a catalyst for high scholastic achievement, social advancement through progressive leadership training, and skill acquisition. Students enrolled in the program will spend a minimum of 10-15 hours of week receiving homework help, Standard/SAT/ACT preparation, graduation planning, financial and credit literacy training, computer based training through Microsoft and Adobe and cultural exposure. The summer and winter enrichment programs are designed to give parents the option of keeping students within an educational setting during the months when traditional school is out of session. The program is to provide and innovative a rigorous academic approach while utilizing fundamental leisure tools to further the interest in the students' educational career. The focus of this program is Mind, Body, and Ethical Character Development, thus stimulating the student in using these tools during the traditional school session while enjoying the hands-on project based experience.

**Partnerships, Collaboration & Sustainability**

The Board of Directors of Kings Mentoring and Tutoring Foundation Kings Mentoring and Tutoring Foundation website be upgrading and will be displaying new features by fall 2018. The information that will be posted is the followings:

1. Activities
2. Advisory and Board of Director meetings
3. Events for the community
4. Student resource corner
5. Employee portal
6. Target school portal
7. Up coming events
8. Registration
9. Volunteers sign up

The Program Director will be responsible for the updating of the information.

**Student's Attendance during normal school hours**

Kings Tutoring and Mentoring Foundation Inc learning center will improve academic performance and influence school-day. This is being accomplished by:

- Providing socialization and peer attention in a supervised venue
- Re-establishing the link between effort and result-first in a non-school activity.
- Engaging students in challenging activities that help them develop persistence, a trait critical to later success in school and life
- Providing consistent contact with caring, stable adults
- Increasing the sense of belonging at school

In response to the need to bring nationwide attention to the problem of chronic school absenteeism, Attendance Works was established as a national and state initiative in 2018 to promote better policy and practice around school attendance. The organization works to examine the causes, consequences, and potential responses to missing extended periods of school, starting in the early grades

Building upon the experience of other pioneering programs as well as emerging research, Attendance Works recommends schools and afterschool programs work together in the following ways:

1. **Build a strong culture of attendance in the school and the afterschool program.** Strategies can include establishing a clear policy about the importance of attendance, offering incentives and other motivating activities, and analyzing attendance data to identify areas that need improvement.
2. **Target students with at-risk levels of absence for recruitment and engagement in afterschool programming.** Especially for students who are just beginning to have problematic attendance, the extra support of afterschool may be just what they need.
3. **Share data on program and school attendance.** Such data sharing is critical for identifying students in trouble, regardless of when they are experiencing an attendance problem, and evaluating the impact of program participation on in-school attendance.
4. **Combine resources to engage families around the issue of attendance.** Together, school and afterschool staff can educate parents and students about the importance of going to school every day, as well as solicit their perspectives about the barriers to attendance and how they could be overcome
5. **Make better use of attendance data reported annually for 21<sup>st</sup> Century Community Learning Centers.** Program will collect and review in-school and after school attendance data throughout the year to identify students with chronic absence that might need additional support. An unusually high level of poor attendance could suggest a lack of engaging afterschool activities, an unresolved problem with bullying affecting all the students in a class, or a problem with the facilities that is creating an unsafe or unhealthy classroom environment. Poor attendance can be an early warning sign that intervention is needed in order to maintain a high quality program.

### **Target Population & Recruitment**

*Kings Tutoring and Mentoring Foundation Inc* is non-sectarian in its programs, admissions policies, employment practices and operations open to students in grades K – 12<sup>th</sup> (approximately 5 – 18 years of age) who would qualify to attend a traditional public school in Palm Beach County. No tuition are charged, except those fees normally charged by other centers. *Kings Tutoring and Mentoring Foundation Inc* will meet all applicable state and local health, safety, and civil rights requirements and will not violate the applicable anti-discrimination provisions found in Florida Statutes. In accordance with Federal and State anti-discrimination laws and in accordance with the Florida Educational Equity Act, Section 1000.05(2) (a), the program will not discriminate on the basis of race, ethnicity, national origin, gender, disability or marital status against a student in its admission process. *Kings Tutoring and Mentoring Foundation Inc* plans to open a permanent facility that can accommodate up to 100 students while complying with class size reduction.

*Kings Tutoring and Mentoring Foundation Inc* will accept all eligible students that reside in Palm Beach County. The program is available to any student covered in an inter-district agreement or residing in Palm Beach County including, but not limited to, those meeting the criteria of the Individuals with Disabilities Education Act (IDEA), English for Speakers of Other Languages (ESOL), Title 2 of the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973. *Kings Tutoring and Mentoring Foundation Inc* will implement an open admissions policy wherein any student residing in the county will be eligible pending the provisions of F.S. 1002.33(10) are met, who submits a timely application and whose parents accepts the terms and conditions of the Parental Involvement Contract shall be considered, unless the number of applications exceed the capacity of the *center*, class, grade level, or building. In such case all applicants shall have an equal chance of being admitted through a random selection process otherwise known as a lottery. If the number of applicants falls short of the established capacity, supplemental registration periods may be held for the purpose of reaching student capacity.

The Program will give enrollment preference to certain student populations. Said student populations include:

1. Students who are siblings of a student enrolled in the center.
2. Students who are the children of a member of the governing board of the organization.
3. Students who are the children of an employee of the organization.
4. Students who are the children of active-duty member of any branch of the United States Armed Forces.

Our *program's* objectives and related content have their foundations in the Florida Standards and as such is committed to serving the needs of all its students, regardless of level, learning style,

and/or special needs. The advisory board will create a curriculum pacing guide and scope and sequence for the core subject areas of all grade levels using the Florida Standards that will monitor teacher's utilization of differentiated instruction, as well as other modes of instruction including but not limited to peer tutoring, individual instruction, and group work. Counselors/ Mentors will also utilize the curriculum map and pacing guide to achieve appropriate planning of activities and assessments so that all related standards and grade level expectations may be effectively introduced and mastered by students in each grade level. The objectives and related content will ensure that students with special needs, such as ESE, ELL students, are effectively served in accordance with the policies and procedures of Palm Beach County Schools.

5. All students will be monitored to ensure they are making adequate progress toward the Florida Standards. In this way, students who are struggling and/or below-level students will be identified so that any problems can be effectively remediated. Professional educators and other support staff will use data from all available assessments, including but not limited to state and district required assessments, to develop instruction that meets the needs of all students so that each child can realize his or her potential.
6. As deemed necessary according to student need, *The Program* will employ certified professional educators active or retired to service students. They will utilize research-based, state-adopted texts, enhanced by supplementary materials and programs, to ensure students make progress towards Florida Standards.

### **Recruitment**

It is Kings Tutoring and Mentoring Foundation Inc belief that diversity equates strength. The Program will provide for translators and written notices in all languages common to Palm Beach County's population. *Kings Tutoring and Mentoring Foundation Inc* will host informational meetings at varies times and locations throughout the community. Applications will be made available in the native language of the student's parents/guardians to dispel any existing communication barriers. Local newspapers, television, and radios as well as various community news letters will be utilized. In addition "Street Teams" will canvas neighborhoods, community functions and distribute informational flyers promoting information about the school. *Kings Tutoring and Mentoring Foundation Inc* website will post up to date information regarding the transitional phases through the first day of school. The program will make every effort to populate and celebrate a diverse program family. *Kings Tutoring and Mentoring Foundation Inc* will communicate as needed in languages that make up the harder to reach families of all ethnicities. The goal is to achieve a racial/ethnic balance that approximates the demographic profile of the county. In accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, Section 1000.05(2) (a), the program will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin, or

disability in the admission of students. *Kings Tutoring and Mentoring Foundation Inc* plans to leave no ethnicity behind.

*Kings Tutoring and Mentoring Foundation Inc* will begin accepting pre-enrollment application in August 2018. In subsequent years, pre-enrollment application will be collected for a September opening. *Kings Tutoring and Mentoring Foundation Inc* will provide ongoing informational sessions about the center, its programs, goals and objectives and enrollment process.

The number of seats available at each grade level will be determined annually, and the number of student seats available will be publicized. Informational sessions are held in order for prospective parents and students to learn about the mission, objectives and goals of the center. The Program Director will keep all applications, receive phone calls and track potential enrollment at each grade level.

#### **Lottery and Waiting List**

As per Florida Statute 1002.33, a lottery will be conducted at each grade level that has more pre-enrollments than seats available for that grade. If a lottery is required after any registration or enrollment period, that lottery will be held in an open forum at the time and place listed in the registration materials and/or flyers and website. All lotteries will be conducted in a manner that ensures each eligible student receives an equal chance of being selected. Pre-enrolled students' names will be drawn until the available seats for that grade level are filled. The remaining students names will be drawn and placed on an ordered waiting list

#### **Student Program Activities**

The program fosters responsible behavior and self-management by creating an environment in which activities are presented, but not dictated, and which guidance is offered to promote self-confidence and youth empowerment. Age-appropriate activities are available daily and determined by teens' interest and directed by the group's counselor. Staff works directly with students to create curriculum and provide activities for all.

- **Welcome, Snack & Attendance**-students are welcomed each day to The Program with announcements, warm-up activities and a healthy light snack.
- **Health & Wellness**- students are encouraged to engage in 30 minutes of movement each day. Options and activities will vary daily with access to studios, gymnasium, pool, equipment, outdoor games and more.
- **Academic support**-A designated homework time with academic support from professional educators is provided on a daily basis. Resources are available to complete homework such as computer time, printer and various other needs upon request. For those students who may not have homework are then encouraged to enroll in test taking preparation skills to supplement the benchmarks taught in school.

- **Cultural Education-** students are given the opportunity to learn about different cultures as they become champions of diversity, inclusion and global engagement
- **Leadership-** Our commitment is to ensure passionate cause-driven leaders of the future. Students will gain leadership skills to help individuals grow and achieve their greatest potential
- **Financial Education-** students are given all the tools necessary to understand personal economics and finances. They are taught to balance a check book, understand credit and develop a savings plan.

### **Academic Enrichment**

#### **Academic Fail-safe Skill Mastery Program:**

Student's failure is prevented through measures such as Reading Clinics (after school), Writing Labs and Science exploration sessions. Academic failure is further prevented by ensuring students have a greater chance of passing all tests and quizzes, completing classroom and homework assignments. Educators, counselors and administrators will pay close attention to academic details no matter how big or small, and hold students accountable for their own learning process and success. These measures are supported by the following guidelines:

#### **Interventions:**

- Students who do not receive a passing score on tests, quizzes or assignments (i.e., below a C): will be "flagged" by their instructor and referred to their respective professional educator. The Program leader will provide alternative, innovative strategies to return the student to the correct path of success through skill mastery instruction.
- Adequate preparation is essential to academic success. Close attention and monitoring of preventive measures include: home/school communication, academic test/class work/homework.
- Clinics: The Program will provide Reading, Math, Science, and Writing clinics to students who need extra support in content areas, such as level 1 and level 2 students, students in the lowest 25% of their class, and students who have shown deficiencies on previous year's tests. These clinics will occur after school to provide students with an additional layer of academic support.

The objectives and goals of the programs are built upon the Florida Standards. *The program* academic programs will focus on clear and measurable expectations for student learning and covers the main subject areas of Reading/Language Arts, Mathematics, Social Studies, Science, Foreign Language, Music, Art, Life Skills, Character and Computer Education. The curriculum will continuously reflect high quality instruction and implement research based strategies, innovations and activities that facilitate achievement for all students.



*The program* will have the following processes in place to support the delivery of the curriculum:

- Continuous review of curriculum to ensure a year's worth of learning of all state benchmarks
- Research-based instructional practices
- Review of the target school's The School Improvement Plan (SIP) will be used as a quality assurance tool to ensure that the curriculum goals are being accomplished
- Assessment data to make instructional decisions and plan interventions
- Weekly grade level and monthly staff meetings
- Ongoing professional development workshops
- Before, after school and Saturday tutoring for remediation and acceleration
- Targeted interventions for struggling readers and students performing below grade level
- Integration of long-term thematic projects across the curriculum
- Multiple ELL and ESE strategies across the curriculum
- Focus on differentiated instruction for learning styles
- Integration of technology across all major disciplines

**Interdisciplinary Connections** – Curricular decisions will be guided by student mastery and achievement rather than by an effort merely to cover content. As teachers build on interdisciplinary connections, students naturally begin to link information between and among courses, increasing the relevancy of skills and content in such courses.

**Differentiated and Standards-Based Instruction** – *The program* ultimate goal is to provide a learning environment that will maximize the potential for student success. Teachers will use differentiated instructional strategies that connect with individual student's learning needs. Teachers will manage instructional time to meet the standards while providing motivating, challenging, and meaningful experiences for students to receive and process information in ways that require differentiation of experience.

### **The "Mobile" Tutoring Component**

The Board believes that all children should have accessibility to academic resource and it should not be limited to the social/economic status of the family. In conjunction with the center which will house the tutoring program and the mentorship program. We will have a mobile tutoring component. This gives parents and families an opportunity to have academic resources in the comfort of their own home. King's Tutoring is committed to connecting students with top tutors capable of providing an incredible learning experience. Our experience academic directors assess every student unique needs and learning style, and help student identify a tutor that is the best fit. The elite group of tutors brings students a wealth of experience in their individual field of academic expertise. The tutors individualize lessons and present materials and concepts in engaging, easy to understand ways that keep students motivated without leaving the home. Throughout the entire tutoring process, our academic directors are available for support and committed to facilitating the best possible experience to students and their families. In the near

future KTM mobile tutor will have a mobilize vehicle that will have computers, desks and library and professional educator. At this present time we have a retired professional educator who uses her personal vehicle to render the mobile services to a few students throughout the communities.

### **Summer Enrichment Camp**

*Kings Tutoring and Mentoring Foundation Inc* goal through this camp is to break the misguided traits of manhood & rebuild Father-Son bond and regain that generation of men who are emotional, socially and economically strong. We want to instill back into the young ladies that inspiration, empowerment and confidence of conquering the world, showing them that they can be successful and teach them how to be leaders in tomorrows world. Kings Tutoring and Mentoring Youth Empowerment Summer Enrichment Camp is a 10 week program that is designed to help the youth increase their self-esteem, learn essential life skills and explore creative ways to build their positive motivation. The retreat support with life skills, self-esteem tips, coaching, hands-on activities, information and tools to be comfortable in their own skin. Understand real life situation and to make important decision that is impactful to their lives.

Sessions will include workshops on understanding cultural acceptance, leadership skills, self-acceptance and goal setting. Topics include bully prevention, healthy choices, self image and safe social media practices. The camp will also emphasize the importance of good health, social responsibility, and civic engagement. The 10 week camp is sponsored by Kings Tutoring and Mentoring Foundation Inc as a 501C3 nonprofit organization. We also in the future offer year round creative activities such as journal writing, short films, discussions on media images, rap sessions, yoga sessions, vision board classes, poetry readings and motivational exercises.

Guest mentors also will visit the camp and meet the youth. Meals & healthy snacks will be served for all participants. Each participant will receive a t-shirts. The campnis a collective collaborative effort, thanks to a growing number of mentors, leaders and men/women dedicated to ensuring that all youth in attendance have access to education, self-help and resources to overcome obstacles and make healthy choices in their lives.

### **Recreational Sports**

Kings Tutoring and Mentoring Foundation Inc mission to provide opportunities for our youth to participate in organized and supervised environment. As well as emphasizing the importance of academic success. **Football:** The primary focus to teach the fundamentals of football & Cheer/Dance with an emphasis on sportsmanship, education, safety and fun for all participants. We accomplish our

mission by continually striving to become better coaches, parents and fans. The South Bay Jags is a competitive tackle football and cheer program with in the Pop Warners league. Registran begins in April and end in July, season officially starts in June through November. Practice days are Mon-Thur from 5:30-7:00pm. Game day are Saturday which consit of 10 scheduled games by Pop Warners, game field (TBA). If team or cheer/dance advance to play off and finals season will carry-on until the month of December.

Future sports programs: Flag Football, Basketball, Baseball, Track, Golf and Soccer will be start up soon.

## Team Practice Schedule



# South Bay Youth

**Football & Cheer-Dance**

**Kings Tutoring and Mentoring Foundation Inc.**

April 2018 Mon-Thur 5:30-7:00 pm	May 2018 Mon-Thur 5:30-7:00 pm	June 2018 Mon-Thur 5:30-7:00 pm
July 2018 Mon-Thur 5:30-7:00 pm	August 2018 Mon-Thur 5:30-7:00 pm	Sept 2018 Mon-Thur 5:30-7:00 pm
Oct 2018 Mon-Thur 5:30-7:00 pm	Nov Mon-Thur 2018 5:30-7:00 pm	If team advance to playoffs/Finals practice will continue thru Dec.

Youth will practice Monday-Thursday  
5:30 PM to 7:00 PM April-November 2018

@Tanner Park

\*Unless weather doesn't permits & City has previously scheduled events prior to this calendar\*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (888) 202-3007	<b>FAX (A/C, No):</b>
<b>INSURED</b> Kings Tutoring and Mentoring Foundation Inc 206 SW 12th Avenue South Bay FL 33493	<b>E-MAIL ADDRESS:</b> contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hiscox Insurance Company Inc	<b>NAIC #</b> 10200
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		UDC-2257533-CGL-18	05/11/2018	05/11/2019	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
					GENERAL AGGREGATE \$ 2,000,000	
					PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.	
						\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <b>RETENTION \$</b>					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Brett R. Loeffler</i>

**RESOLUTION NO. 27-2018**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND GULF STREAM COUNCIL OF BOY SCOUTS OF AMERICA, INC. FOR USAGE OF CITY PARKS AND RESTROOM FACILITIES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of South Bay ("City") owns and/or operates certain parks, athletic fields, buildings and facilities which are intended for recreational purposes; and

**WHEREAS**, the City desires to offer a wide variety of recreational activities for residents and the surrounding communities on a year-round basis; and

**WHEREAS**, Gulf Stream Council of Boy Scouts of America, Inc. ("Boy Scouts") desires to conduct its activities at 105 Palm Beach Rd., South Bay, Florida a/k/a Tanner Park as more specifically set forth in the Scope of Work detailed in Exhibit "A"; and

**WHEREAS**, the City has agreed to provide said Tanner Park and lavatory facilities at no charge to the Boy Scouts; and

**WHEREAS**, the City Commission of the City of South Bay, upon the recommendation of the City Manager, desires to authorize the City Manager to enter into and execute the attached facility usage Agreement between the City and Boy Scouts, attached hereto as Exhibit "A".

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Adoption of Representations.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

**Section 2. Approval of Agreement; Authorize City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Agreement between the City of South Bay and Gulf Stream Council of Boy Scouts of America, Inc., attached hereto as Exhibit "A", for usage of the City's recreational facilities at Tanner

Park, together with such non-material changes as may be acceptable to the City Attorney.

**Section 3. Effective Date.** This Resolution shall be effective immediately upon its passage and adoption.

**PASSED and ADOPTED** this 5<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Joe Kyles, Mayor

Attested

By: \_\_\_\_\_  
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Week, Esquire  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

**PARKS AND RECREATION DEPARTMENT**  
**FACILITY USAGE AGREEMENT**

This Agreement is made on this 5th day of JUNE, 2018 by and between the CITY OF SOUTH BAY (hereinafter "CITY") a Political Subdivision of the State of Florida, and GULF STREAM COUNCIL OF BOY SCOUTS OF AMERICA INC. (hereinafter "USER"), a 501C-3 non-profit entity, whose Federal Tax ID Number is 59-0624407, for the use of certain park recreational facilities within the City, as more particularly described herein.

**WHEREAS**, the City owns and/or operates certain parks, athletic fields, buildings and facilities which are intended for recreational purposes; and

**WHEREAS**, the City desires to offer the use of Tanner Park for certain recreational and/or educational programming offered by USER; and

**WHEREAS**, the City desires to enter into a written agreement to allow for use of the City's parks, in specified areas as designated by the City Manager to include use of the city bathrooms and as set forth herein; and

**NOW THEREFORE**, in consideration of the mutual terms and conditions, the Parties agree as follows:

1. The foregoing "Whereas" clauses are hereby confirmed as being true and correct and are hereby incorporated into this Agreement as a part thereof.
2. The City agrees to allow User to utilize the City's recreational facilities to include the use of bathrooms for the time period and manner specified in Appendix "A" attached hereto and under the terms of this Agreement.
3. The parties agree that User shall establish, in conjunction with the Parks and Recreation Director a written Operational Plan for use.
4. The parties agree that activities sponsored and/or operated by the City's Parks and Recreation Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.

**Obligations of User**

5. User shall comply with all statutes, City ordinances, rules, orders, regulations and requirements of the Federal, State, County and City government as may be applicable to the use of such recreational facilities, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the facilities hereunder.
6. User shall indemnify and hold harmless the City from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the



facilities (including the use of bathroom facilities) for which this Agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof. Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of cities and counties as are set forth in Section 768.28, Florida Statutes.

7. User shall provide at its own cost and expense, a comprehensive liability insurance policy insuring the City against claims for bodily injury, death and property damage an the amount of no less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, or an another amount as determined by the City Administrator. The City of South Bay shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the City in the event of cancellation thereof.
8. User agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement. User further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this Agreement, including the costs associated therewith.
9. User agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.
10. User agrees that it shall not make, or permit to be made, any structural changes or improvements to the aforementioned facilities, including the bathrooms, except upon written approval of the City. Any changes or improvements made with written approval of the City shall remain as part of the facility at the end of the term of this Agreement.
11. User shall provide at each facility for the duration of each event, as indicated on Appendix "A", a First Aid kit in a form acceptable to the City. Evidence of such provision shall be provided to the Parks and Recreation Director or his/her designee prior to the commencement of each activity, or as deemed necessary by the Parks and Recreation Director.
12. User shall require that all officials, coaches, teachers, volunteers and instructors undergo background screening prior to supervising children, and furnish the City with verification that background checks have been completed. The background checks must be performed by a company or agency approved by the City and within thirty (30) days from the start of the Agreement.
13. User shall provide the Parks and Recreation Director with a calendar of activities for each specific sports activity to be a part of the Operational Plan. Said plan shall be due within five (5) days from the execution of this Agreement.

### **Obligations of City**

14. City will provide daily maintenance of the facilities to the extent that the use is generally consistent with the maintenance required before the start of this Agreement. In the event the maintenance is unusually higher than before the start of the Agreement, City shall bill the reasonable cost of the extra maintenance to USER and USER shall pay for said extra maintenance within thirty (30) days.
15. City may, in its sole discretion, limit the use of the facilities to prevent overuse, misuse or abuse the facilities.
16. City reserves the right to determine the suitability of any particular facility for use under this Agreement. City shall bear no responsibility, nor shall User seek any redress, for User's inability to use a facility as provided herein, when, in the reasonable determination of the City, a facility (or facilities) is deemed to be unsuitable for use for any period of time.
17. At all times, City shall administer and enforce all applicable City codes, policies and procedures. City shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.
18. City reserves the right to cancel, reschedule or change the location for any activities held at any of the City's facilities. The City may attempt to provide an alternative location for User if facilities are not available, but City is under no obligation to provide such replacement facilities to User.
19. City may, through the Parks and Recreation Director, from time to time, issue a key to a City recreation facility to an authorized representative of User but is under no obligation to do so. Duplication of keys by User will result in revocation of all key privileges and changing of all affected locks at the User's expense.

### **Term of Agreement**

20. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.
21. This Agreement shall be effective on a month-to-month basis for a period of one (1) year from the date of execution. This Agreement may be renewed or renegotiated; however, any such modifications shall not be binding upon either party unless made in writing and accepted by both parties. No oral modifications may be made to this Agreement.

### **Additional Provisions**

22. User may not sell alcoholic beverages without the expressed written permission of CITY.
23. The CITY'S representative/liaison during the performance of this Agreement shall be King Kindred, Director of Parks and Recreation, telephone no. 561-996-6751. The USER'S

representative/liaison during the performance of this Agreement shall be Eugene Mann, telephone no. 561-755-0968.

24. Notwithstanding this Agreement, or any Agreement to the contrary, User acknowledges and agrees that in the event City and User desire to use a City facility at the same time, or in the event that any similar usage conflict develops, City shall have priority over User for the use of said facility.
25. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the City shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which the City may be entitled.
26. This Agreement and its attachments constitute the sole and only Agreement of the parties and sets forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
27. The services to be provided by the User pursuant to this Agreement shall be nonexclusive, and nothing shall preclude the City from engaging other persons or entities to provide similar services at the City's facilities.
28. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Palm Beach County, Florida.
29. User and its employees and agents shall be deemed to be independent and not City agents or employees. The User, its employees or agents shall not attain any rights or benefits under the City's retirement plan nor any rights generally afforded the City's classified or unclassified employees, nor shall User be deemed entitled to the Florida Workers' Compensation benefits as a City employee.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

Attested

City of South Bay

BY: \_\_\_\_\_  
Jessica Figueroa, City Clerk

BY: \_\_\_\_\_  
Joe Kyles, Mayor

BY: \_\_\_\_\_  
Leondrae Camel, City Manager

APPROVED AS TO FORM

\_\_\_\_\_  
Burnadette Norris-Weck, Esquire  
City Attorney

GULF STREAM COUNCIL OF BOY  
SCOUTS OF AMERICA INC.

WITNESSES:

\_\_\_\_\_  
Authorized Signatory  
Name: Terrence Hamilton  
Address: 8335 N. Military Trail  
Palm Gardens FL 33410

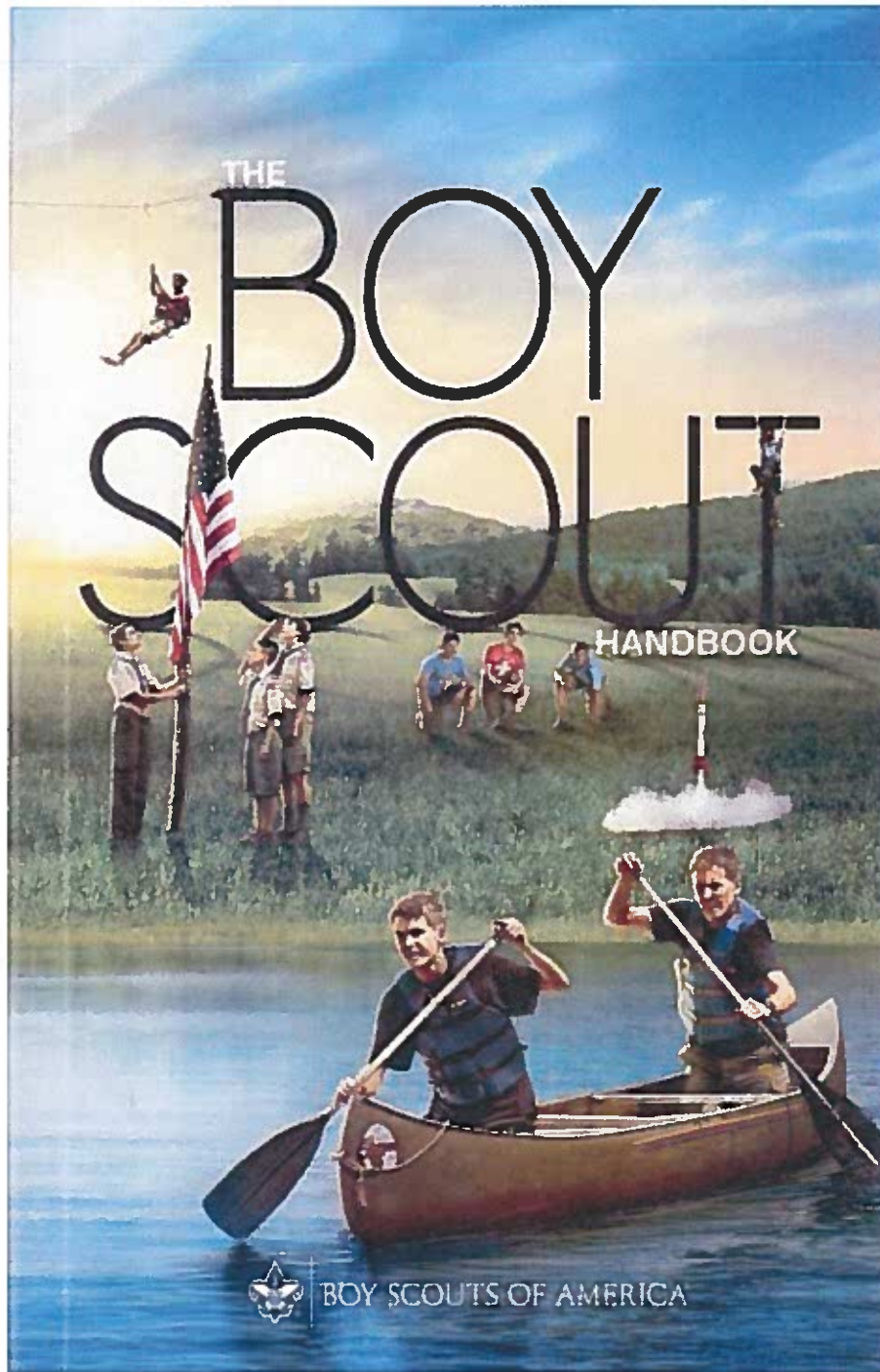
## APPENDIX "A"

### SCOPE OF SERVICES

1. User shall furnish certain recreational services at Tanner Park.
2. City will permit the User to utilize the facilities of Tanner Park, including the bathroom facilities.
3. City reserves the right, in its sole exclusive discretion, to change the days and times that the City's facilities may be utilized by the User. In addition, the City reserves the right to establish and enforce limits on the number of hours and number people who will be allowed to be present in the interest of public safety and as determined by USER.
4. User shall be allowed to utilize the facilities at no cost in accordance with an Operational Plan to be approved by CITY, so long as maintenance expenses are kept at the same levels as prior to the start of this Agreement.
5. User will utilize its best efforts to promote the City of South Bay in all of their games, practices, volunteer efforts and/or performances.
6. Unless otherwise agreed upon in writing by both User and the City, User shall promote and recruit for its programs residents of the City first and foremost and then spread to beyond the city limits for its Programs.
7. Parking will be allowable for User's Programs only in spaces designated by City staff.
8. User will be responsible for all transportation necessary to any away contests, performances, or other Program activities.
9. User shall be responsible for cleaning all utilized facilities after usage. If there is excessive use of the bathrooms or special maintenance required for overuse, additional reasonable charges will be billed for USER by City and shall be due to CITY no later than thirty (30) days.
10. A copy of the additional insured certificate must be made available to the City Manager upon request.
11. Smoking is prohibited by User or any patrons associated with User's scheduled activity. All City ordinances, rules & regulations must be upheld by the User and program participants at all times.
12. The term of Agreement shall commence upon the date of execution hereof and shall remain in effect on a month-to-month period for one (1) year from the date of execution or until completion of the program.

13. User will be responsible for any (minor or major) damage to city property such as (assembly halls, concession areas, all purpose fields, gazebos, fencing, bike bath, etc.). User will be billed separately for any repairs needed during this agreement, whether accidental, negligent or any there other. If such action takes place, user will have thirty (30) days from the date of occurrence to make payment for repairs.
14. User will be responsible for any training of volunteers to properly instruct Program participants.
15. User will be responsible for the use of any City equipment. Any negligence or reckless use of City equipment shall not be tolerated and may result in termination of this Agreement by the City and suspension or termination of User's Program.

*Remainder of page intentionally left blank.*





BOY SCOUTS OF AMERICA®  
GULF STREAM COUNCIL

About

## Gulf Stream Council

The Gulf Stream Council, chartered in 1914, currently serves over 7250 Scouts and 2500 adult volunteers in a seven county area including Palm Beach, Martin, St Lucie, Indian River, Glades, Okeechobee and Hendry counties in southeast Florida.

Scouting is a year-round educational program designed to accomplish the aims of character development, citizenship training, and personal fitness through fun, adventure, service, achievement and leadership training.

Scouting builds character and community through a variety of activities including camping, canoeing, hiking, sailing, community service projects, and more. These hands-on activities instill a sense of confidence, preparedness and honor in our kids. Contrary to popular belief, Scouting isn't just for boys and young men. Scouting also offers venturing and exploring programs specifically geared to young women and men, ages 13–20.

Separated into five diverse programs, Scouting offers a unique experience for today's youth:

**Cub Scouting** (7–10 year old boys)

**Boy Scouting** (11–17 year old boys)

**Sea Scouts** (13-20 year old boys and girls)

**Varsity Scouting** (14–17 year old boys)

**Venturing** (13–20 year old boys and girls)

The Council Service Center is located in Palm Beach Gardens, FL on Military Trail, one half mile south of Northlake Blvd on the west side of the street. From I-95, exit at Northlake Blvd and go west to Military Trail and south to the Service Center.

Gulf Stream Council  
8335 N Military Trail  
Palm Beach Gardens, FL 33410  
Phone: 561-694-8585  
Fax: 561-694-9050  
Email: bsagsc@scouting.org

**Hours of Operation:** Monday-Friday: 9:00 am - 4:30 pm

## ABOUT

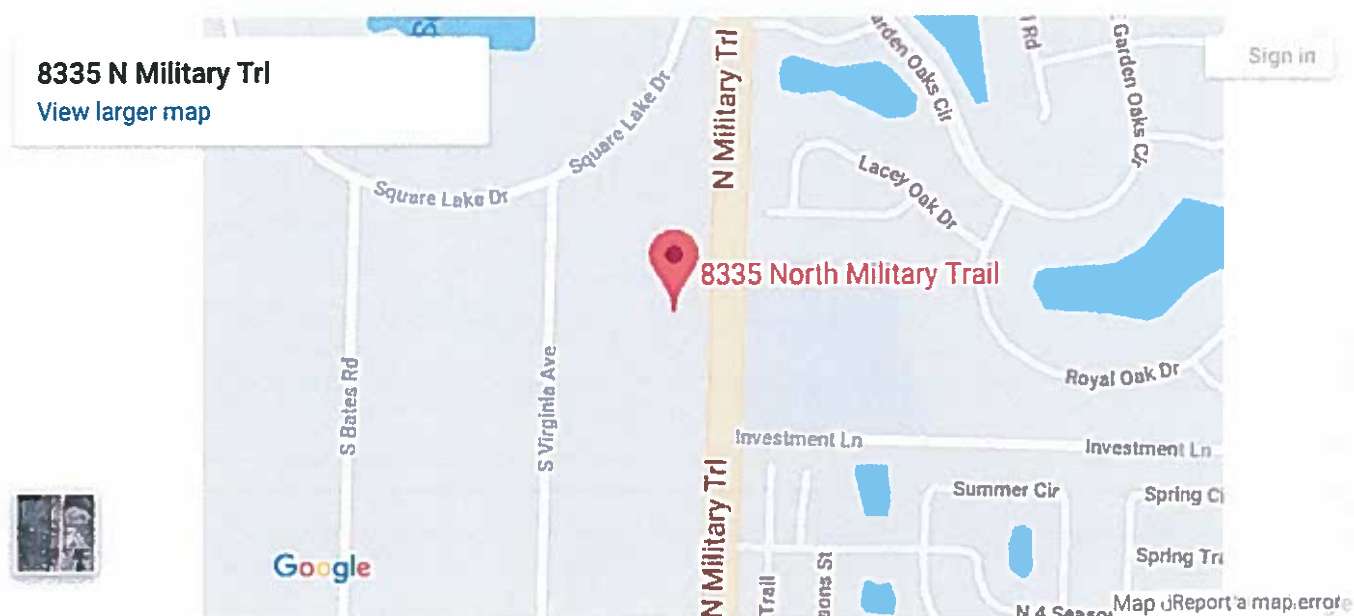
Policies



[Gulf Stream Council](#)[Staff Directory](#)[Join Scouting Now!](#)[Restoring the Village](#)

## SOCIAL

## MAP



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ALUMNI!  
SCOUT SHOP  
HELP

Select Language ▼

8335 N Military Trail  
Palm Beach Gardens, Florida 33410  
P: (561) 694-8585  
F: (561) 694-9050  
bsagsc@scouting.org



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# BSA TAP

## INTRODUCTION

The *Adventure Plan (TAP)* provides a one-stop set of tools to help adult and youth leaders envision, plan, prepare and conduct safe, exciting and successful outdoor *Adventures*. Your unit *Adventure* may be as simple as an overnight backpacking trip or bike ride, or maybe it is a week-long or longer activity. This online planning guide is encouraged for all levels of Scouting from Cub Scouts to Venturing. Not all the steps outlined in this guide will apply to your unit's *Adventure*. What steps apply will depend on what type of *Adventure* your unit selects. As you progress through the guide, you will find links to BSA guidelines, forms and on-line training sites essential for planning and conducting safe and exciting unit *Adventures*. In Resources, you will find a comprehensive listing of all such links, plus additional references you may find helpful as you build your unit's next outdoor *Adventure*.

Depending on the number of participants on an *Adventure*, your unit leadership may decide to divide your contingent into two or more "sub-groups." These groups are typically known as dens, patrols, teams or crews. Throughout this planning guide all "sub-groups" will be referred to as "crews."

Every adventure starts with an idea. Maybe it is a suggestion to the Patrol Leaders Council, or maybe it comes from the unit committee or maybe from the unit's adult leadership, but ideally it should be an adventure that the youth of the unit are excited about and committed to. Some adventures can be planned in a short period of time; some may take 18-24 months depending on the adventure. Some of the national BSA High Adventure Bases start taking reservations 18 months ahead of time.

There are four phases to *Adventure* planning:

- ADVENTURE SELECTION
- PREPARATION
- THE ADVENTURE

- **AFTER THE ADVENTURE**

There are a total of 53 steps in the Adventure planning process.

In addition to the activity standards listed below all leaders, unit committee members and adult volunteers must read and understand the *Guide to Safe Scouting* and *Age Appropriate Guidelines for Scouting Activities* prior to beginning the outdoor Adventure planning process.

- Where swimming or watercraft activities are included in the *Adventure*, *Safe Swim Defense* and/or *Safety Afloat* are to be followed.
- If climbing and rappelling are included, then *Climb On Safely* must be followed.
- At least one person must be current in CPR/AED from any recognized agency.
- At least one adult on a Cub pack overnighter must have completed BALOO training. (*Basic Adult Leader Outdoor Orientation*)
- At least one adult must have completed *Planning and Preparing for Hazardous Weather* training for all Adventures.
- Basic first aid training is recommended for all Adventure participants.
- Wilderness First Aid training is recommended for all backcountry Adventures.

### Unauthorized and Restricted Activities—PERSONAL LIABILITY

The BSA's general liability policy provides coverage for bodily injury or property damage that is made and arises out of an official Scouting activity. Volunteers, units, chartered organizations and local councils that engage in unauthorized activities are jeopardizing their insurance coverage. **DO NOT PUT YOURSELF AT RISK.**

### INSURANCE

Refer to: *BSA Insurance Coverage*

All vehicles **MUST** be covered by a **liability and property damage insurance policy**. The amount of this coverage must meet or exceed the insurance requirement of the state in which the vehicle is licensed and comply with or exceed the requirements of the country of destination for travel outside the United States. It is recommended, however, that coverage limits are at least \$100,000 combined single limit. Any vehicle designed to carry 10 or more passengers is required to have limits of \$500,000 combined single limit. In the case of

rented vehicles, the requirement of coverage limits can be met by combining the limits of personal coverage carried by the driver with coverage carried by the owner of the rented vehicle.

## MOTOR VEHICLE TRANSPORTATION GUIDELINES

Refer to: *Transportation*, and *Activity Consent Form and Approval By Parents or Legal Guardian*

1. We agree to enforce safe travel speeds in accordance with state and local laws, weather and traffic congestion conditions in all motor vehicles.
2. Driver qualifications: All Boy Scout adult drivers and all Venturing adult drivers must have a valid driver's license. **Youth member exception:** When traveling to an area, regional or national Boy Scout event/activity or any Venturing event/activity under the leadership of an adult (21 or older) tour leader, a youth member at least 16 years of age may be a driver, subject to the following conditions:
  - a. The person has six months' driving experience as a licensed driver (time on a learner's permit or equivalent is not to be counted.)
  - b. There is no record of accidents or moving violations.
  - c. Parental permission has been granted to the leader, driver and riders.
  - d. Driver restrictions in some states may be stricter. Review driver qualifications in all states through which youth members may be driving. Some units may set stricter driver age limit restrictions.
3. If the vehicle to be used is designed to carry more than 15 people (including the driver), the driver must have a commercial driver's license (CDL). In some states (California, for example), this guideline applies to 10 or more people.
4. Driving time is limited to a maximum of 10 hours with one or more drivers in one 24-hour period and must be interrupted by frequent rest, food and recreational stops.
5. Safety belts are provided and must be used by all passengers and the driver. Exception to this guideline: a school or commercial bus, when not required by law.
6. Passengers will ride only in the cab and use safety belts if trucks are used.
7. No one may ride in the bed of trucks or trailers.

## OUR PLEDGE OF PERFORMANCE

Refer to: *Guide to Safe Scouting*, *Age Appropriate Guidelines for Scouting Activities*, *Sweet Sixteen of BSA Safety*, *Transporting Scouts Safely*, *The Driver's Pledge*

**WE AGREE TO:**

1. notify the local Council in the event our itinerary or activity changes.
2. plan our activities by and adhere to the policies contained in the *Guide to Safe Scouting*, *Age Appropriate Guidelines for Scouting Activities* and the *Sweet Sixteen of BSA Safety*.
3. enforce reasonable travel speeds (in accordance with national, state and local laws) and use only vehicles that are in safe mechanical condition.
4. apply for a fire permit from local authorities in all areas where it is required.
5. be certain that fires are attended to at all times and we are adhering to all fire regulations.
6. be a credit to the Boy Scouts of America at all times, and we will not tolerate rowdy behavior and poor conduct and we will keep a constant check on all members of our group.
7. maintain high standards of personal cleanliness and orderliness and will operate a clean and sanitary camp, leaving it in a better condition than we found it.
8. not litter or bury any trash, garbage or tin cans. All rubbish that cannot be burned will be placed in a tote-litter bag and taken to the nearest recognized trash disposal site or all the way home, if necessary.
9. not deface natural or man-made objects.
10. respect the property of others and will not trespass.
11. not cut standing trees or shrubs without specific permission from the landowner or manager.
12. notify, in case of emergency, our local council Scout Executive, our parents and our single point of contact.
13. if more than one vehicle is used to transport our group, we will establish rendezvous points at the start of each day and not attempt to have drivers closely follow the group vehicle in front of them.
14. identify and agree to follow all land-use policies (public and private) in effect at the location of the *Adventure*.
15. complete all the necessary training required to conduct and lead the programs and activities outlined in this website.
16. not disturb archeological artifacts and sites.



Message

Tue, May 22, 2018 11:55 PM

From: Cartheda Mann <cartheda.mann@gmail.com>  
To: Leondrae Camel Eugene Mann <gino.retired@gmail.com>  
Steve Messam <steve@stevemessam.com>  
Steve Messam <messamsteve@yahoo.com>

Subject: Scout Information

## Cub Scout Pack and Boy Scout Troop 9605

Our mission is to teach our youngsters and young men salient principles for developing manhood and for using their gifts and abilities to serve others. Beginning with the Scout Oath, the Scout Law, and the Outdoor Training Creed, we focus on community service, civic mindedness, and ecology. We engage Scouts in the paths that emphasize patriotism, as all opening sessions -- for general meetings and for ceremonies -- begin with patriotic songs and use of the United States flag. Scouts learn patriotic songs and participate in workshops, where they discuss lyrics and their meanings. Understanding what it means to be an American citizen is an important element of "Scout Life".

During the school year, we meet two times per month at Tanner Park Civic Center -- every second and fourth Thursday, from 6:00 - 7:30 p.m. Our ancillary activities include outdoor workshops, overnight camping, participation in events sponsored by local organizations and schools, presentations by law enforcement and social service agencies, and fun activities like bowling, movies, professional baseball games, fishing, and writing articles for our developing newsletter. Scouts who write for the newsletter are mentored in their writing skills. We also host a monthly Scout Leaders Committee Meeting for planning as well as a Pack Night, where families are involved in Scout activities and necessary trainings. All Scout

Leaders and volunteers are required to have background checks and up-to-date Youth Protection training.

As of this time, we have 16 Scout Leaders and volunteers; among whom, 6 have completed the Wood Badge Leadership Course, and two have served on the Wood Badge Leadership Course staff for two years following course completion. All Scout Leaders have attended Scout University, taking classes that inform the coursework necessary to lead all levels in scouting. Several Scout Leaders have recently embarked upon preparation for Merit Badge counselling that will enable Boy Scouts to work toward becoming Eagle Scouts. And, three Scout Leaders are CERT certified as Emergency Response Team members, partnering with the American Red Cross.

\_Eugene Mann, Scout Master





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/11/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
MHBT, a Marsh & McLennan Agency, LLC company  
8144 Walnut Hill Lane, 16th Fl  
Dallas TX 75231

CONTACT  
NAME: Jane Passino  
PHONE  
IAC No. Ext: 972-770-1600 FAX  
IAC No: 972-770-1699  
E-MAIL  
ADDRESS: Jane.Passino@mhbt.com

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Old Republic Insurance Company

24147

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

Boy Scouts of America, National Council and  
All of its affiliates and subsidiaries

Gulf Stream Council BSA #85  
8335 North Military Trail  
Palm Beach Gardens, FL 33410

## COVERAGES

CERTIFICATE NUMBER: 1497821763

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		MWZY312633	3/1/2018	3/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE IS TO BE USED AS PROOF OF INSURANCE ONLY.

Gulf Stream Council's use of certificate holder's property for all Official Scout meetings and activities held during the policy period.

Tanner Park  
105 W. Palm Beach Road  
South Bay, FL 33493

## CERTIFICATE HOLDER

City of South Bay  
335 Southwest 2nd Avenue  
South Bay, FL 33493

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **RESOLUTION 28-2018**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED STATEWIDE MUTUAL AID AGREEMENT FOR THE REIMBURSEMENT OF HURRICANE IRMA RELATED EXPENSES; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services; and

**WHEREAS**, such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources; and

**WHEREAS**, such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer; and

**WHEREAS**, the Emergency Management Act, Chapter 252, Florida Statutes, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance; and

**WHEREAS**, pursuant to Chapter 252, the State of Florida Division of Emergency Management ("Division") has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed; and

**WHEREAS**, the City of South Bay desires to receive reimbursement for Hurricane Irma related expenses; and

WHEREAS, participation in the Statewide Mutual Aid Agreement ("SMAA") provided by the Division along with other Florida municipalities would achieve this goal; and

WHEREAS, the City Commission of the City of South Bay hereby authorizes the City Manager to execute the Statewide Mutual Aid Agreement attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AS FOLLOWS:

**Section 1. Adoption of Representations.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

**Section 2. Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Statewide Mutual Aid Agreement between the City of South Bay and the State of Florida Division of Emergency Management attached hereto as Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

**Section 3. Effective Date.** This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 5<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Joe Kyles, Mayor

Attested

By: \_\_\_\_\_  
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Week, Esquire  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

VOTE:

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



STATE OF FLORIDA  
**DIVISION OF EMERGENCY MANAGEMENT**

**RICK SCOTT**  
Governor

**WESLEY MAUL**  
Director

**STATEWIDE MUTUAL AID AGREEMENT**

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

**ARTICLE I.**

**Definitions.** As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

## **ARTICLE II.**

**Applicability of the Agreement.** A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

## **ARTICLE III.**

**Invocation of the Agreement.** In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

#### ARTICLE IV.

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;



C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

#### ARTICLE V.

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

#### ARTICLE VI.

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

#### ARTICLE VII.

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

## **ARTICLE VIII.**

**Costs Eligible for Reimbursement.** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

#### ARTICLE IX.

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

#### **ARTICLE X.**

**General Requirements.** Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

#### **ARTICLE XI.**

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the



Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

## **ARTICLE XII.**

**Interpretation and Application of Agreement.** The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.***

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

**FOR ADOPTION BY A COUNTY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Date: \_\_\_\_\_

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

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

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
County Attorney

**FOR ADOPTION BY A CITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**FOR ADOPTION BY AN EDUCATIONAL DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
STATE OF FLORIDA SCHOOL DISTRICT,

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

**FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY, STATE OF FLORIDA

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

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

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board

**FOR ADOPTION BY A SPECIAL DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ SPECIAL DISTRICT,  
STATE OF FLORIDA

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

**FOR ADOPTION BY AN AUTHORITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Date: \_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES OF  
\_\_\_\_\_  
AUTHORITY, STATE OF FLORIDA

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

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

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board



**FOR ADOPTION BY A NATIVE AMERICAN TRIBE**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Date: \_\_\_\_\_

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_  
TRIBE OF FLORIDA

By: \_\_\_\_\_  
Council Clerk

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

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Council

**FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Date: \_\_\_\_\_

\_\_\_\_\_  
COMMUNITY DEVELOPMENT DISTRICT,  
STATE OF FLORIDA

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

Date: \_\_\_\_\_

## FORM C

### CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

#### Authorized Representative Contact Information

##### Primary Authorized Representative

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

##### 1<sup>st</sup> Alternate Authorized Representative

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

##### 2<sup>nd</sup> Alternate Authorized Representative

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

**\*\*\*PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR\*\*\***

**SAMPLE AUTHORIZING RESOLUTION  
FOR ADOPTION OF  
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by \_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STATEWIDE MUTUAL AID AGREEMENT**  
 Type or print all information except signatures  
 Form B

**PART I****TO BE COMPLETED BY THE REQUESTING PARTY**

Date:		Time:		(local)	HRS		Mission No:	
Point of Contact:		Telephone No:				E-mail address:		
Requesting Party:					Assisting Party:			
Incident Requiring Assistance:								
Type of Assistance/Resources Needed (use Part IV for additional space)								
Date & Time Resources Needed:						Location (address):		
Approximated Date/Time Resources Released:								
Authorized Official's Name:					Signature:			
Title:				Agency:				

**PART II****TO BE COMPLETED BY THE ASSISTING PARTY**

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available				To:	
Location (address):					
Approximate Total cost for mission:	\$				
Travel: \$	Personnel: \$	Equipment & Materials: \$	Contract Rental: \$		
Logistics Required from Requesting Party Yes <input type="checkbox"/> (Provide information on attached Part IV) No <input type="checkbox"/>					
Authorized Official's Name:				Title:	
Date:		Signature:			Local Mission No:

**PART III****TO BE COMPLETED BY THE REQUESTING PARTY**

Authorized Official's Name:				Title:	
Signature:				Agency:	

**PART IV**

**STATEWIDE MUTUAL AID AGREEMENT**  
Type or print all information except signatures  
Form B (continued)

**MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION**

# FEMA's SCHEDULE OF EQUIPMENT RATES

## DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY RECOVERY DIRECTORATE PUBLIC ASSISTANCE DIVISION WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES  
DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 1, 2017.

FEMA Code ID		Equipment Description					2017 Rate
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$1.51
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$8.84
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$11.14
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$18.39
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$30.47
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$48.71
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$92.88
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$96.96
8040	Ambulance			to 150		hour	\$28.00
8041	Ambulance			to 210		hour	\$40.50
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$4.43
8051	Board, Message			to 5	Trailer Mounted.	hour	\$11.61
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$2.14
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$4.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$3.16
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	mounting hardware. Add this rate to tractor rate for total	hour	\$34.28
8064	Hydraulic Post Driver					hour	\$35.10
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$169.40
8066	Auger	Horizontal Directional Boring Machine	50 X 100			hour	\$31.95
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine				hour	\$36.97
8070	Automobile			to 130	Transporting people.	mile	\$0.535
8071	Automobile			to 130	Transporting cargo.	hour	\$12.32
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.535
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$15.69
8075	Motorcycle, Police					mile	\$0.505
8076	Automobile - Chevy Trailblazer	6 or 8 ci		285 to 300		hour	\$22.00
8077	Automobile - Ford Expedition	Fire Command Center				hour	\$19.00
8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$8.20
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$8.50
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$8.51
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$9.00
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$9.40

8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$10.20
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	\$11.64
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$12.40
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$13.20
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$14.00
8110	Barge, Deck	Size	50'x35'x7.25'			hour	\$49.10
8111	Barge, Deck	Size	50'x35'x9'			hour	\$58.70
8112	Barge, Deck	Size	120'x45'x10'			hour	\$109.50
8113	Barge, Deck	Size	160'x45'x11"			hour	\$133.75
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$317.54
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$358.65
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$569.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$1,094.24
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$31.00
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$31.95
8126	Swamp Buggy	Conquest		360		hour	\$39.25
8129	Compactor -2-Ton Pavement Roller	2 ton				hour	\$28.25
8130	Boat, Row				Heavy duty.	hour	\$1.44
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$12.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$16.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$217.20
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$267.35
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$325.35
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$358.50
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$42.60
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$62.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$78.95
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$196.50
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$271.85
8147	Boat, Inflatable Rescue Raft	Zodiac				hour	\$1.10
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$62.55
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$1.50
8150	Broom, Pavement	Broom Length	72 In	to 35		hour	\$24.50
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$27.60
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$6.20
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$20.77
8157	Sweeper, Pavement			to 110		hour	\$76.70
8158	Sweeper, Pavement			to 230		hour	\$96.80
8180	Bus			to 150		hour	\$20.95
8181	Bus			to 210		hour	\$25.45
8182	Bus			to 300		hour	\$38.35
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$15.37
8184	Back-Pack Blower			to 4.4		hour	\$1.50
8185	Walk-Behind Blower			13		hour	\$6.50
8187	Chainsaw	20" Bar, 3.0 cu in				hour	\$1.40
8188	Chainsaw	20" Bar 5.0 cu in				hour	\$2.45
8189	Chainsaw	20" Bar 6.0 cu in				hour	\$2.65
8190	Chain Saw	Bar Length	16 In			hour	\$1.70
8191	Chain Saw	Bar Length	25 In			hour	\$3.45
8192	Chain Saw, Pole	Bar Size	18 In			hour	\$1.25
8193	Skidder	model 748 E		to 173		hour	\$52.70
8194	Skidder	model 648 G11		to 177		hour	\$104.30
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$115.35
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$129.35
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$136.30



8198	Brusher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$187.75
8199	Log Trailer	40 ft				hour	\$9.90
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$8.60
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	\$16.86
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	\$24.31
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	\$35.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$50.10
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$161.89
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$97.00
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$127.40
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$166.20
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$145.00
8220	Compactor			to 10		hour	\$15.10
8221	Compactor, towed, Vibratory Drum			to 45		hour	\$31.70
8222	Compactor, Vibratory, Drum			to 75		hour	\$22.30
8223	Compactor, pneumatic, wheel			to 100		hour	\$26.00
8225	Compactor, Sanitation			to 300		hour	\$92.75
8226	Compactor, Sanitation			to 400		hour	\$152.30
8227	Compactor, Sanitation			535		hour	\$249.75
8228	Compactor, towed, Pneumatic, Wheel		10000 lbs		Include prime mover rate	hour	\$17.00
8229	Compactor, towed, Drum Static		20000 lbs		Include prime mover rate	hour	\$15.80
8240	Feeder, Grizzly			to 35		hour	\$22.20
8241	Feeder, Grizzly			to 55		hour	\$32.45
8242	Feeder, Grizzly			to 75		hour	\$64.25
8250	Dozer, Crawler			to 75		hour	\$51.30
8251	Dozer, Crawler			to 105		hour	\$38.30
8252	Dozer, Crawler			to 160		hour	\$93.74
8253	Dozer, Crawler			to 250		hour	\$149.75
8254	Dozer, Crawler			to 360		hour	\$201.10
8255	Dozer, Crawler			to 565		hour	\$311.80
8256	Dozer, Crawler			to 850		hour	\$294.10
8260	Dozer, Wheel			to 300		hour	\$61.00
8261	Dozer, Wheel			to 400		hour	\$94.10
8262	Dozer, Wheel			to 500		hour	\$178.65
8263	Dozer, Wheel			to 625		hour	\$239.60
8269	Box Scraper	3 hitch attach for tractor; 2007 Belfco				hour	\$3.50
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$4.62
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$8.73
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$13.10
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$22.40
8275	Bucket, Dragline	Capacity	2.0 CY		Does not include Clamshell & Dragline	hour	\$3.96
8276	Bucket, Dragline	Capacity	5.0 CY		Does not include Clamshell & Dragline	hour	\$9.90
8277	Bucket, Dragline	Capacity	10 CY		Does not include Clamshell & Dragline	hour	\$14.10
8278	Bucket, Dragline	Capacity	14 CY		Does not include Clamshell & Dragline	hour	\$18.65
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$34.20
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$52.70
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$153.00

8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$264.50
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$223.70
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$455.00
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$105.46
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$113.20
8289	Excavator	2006 model Gradall XL5100		230		hour	\$88.80
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$4.80
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$13.00
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$18.50
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$24.00
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$51.40
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvw lbs	99.9		hour	\$27.90
8307	Fork Lift Material handler	Diesel, CAT TH460B		99.9		hour	\$30.15
8308	Fork Lift Material handler	Diesel, CAT TH560B		99.9		hour	\$35.80
8309	Fork Lift Accessory	2003 ACS Paddle Fork				hour	\$3.46
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$3.35
8311	Generator	Prime Output	16 KW	to 25		hour	\$7.45
8312	Generator	Prime Output	43 KW	to 65		hour	\$15.00
8313	Generator	Prime Output	100 KW	to 125		hour	\$34.95
8314	Generator	Prime Output	150 KW	to 240		hour	\$50.00
8315	Generator	Prime Output	210 KW	to 300		hour	\$62.45
8316	Generator	Prime Output	280 KW	to 400		hour	\$80.40
8317	Generator	Prime Output	350 KW	to 500		hour	\$90.50
8318	Generator	Prime Output	530 KW	to 750		hour	\$153.30
8319	Generator	Prime Output	710 KW	to 1000		hour	\$222.00
8320	Generator	Prime Output	1100 KW	to 1500	Open	hour	\$349.00
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$533.75
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$403.30
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$511.22
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$495.80
8325	Generator	Prime Output	40KW	60		hour	\$14.80
8326	Generator	Prime Output	20KW	40		hour	\$13.32
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$43.30
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$46.50
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$67.50
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.15
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.24
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$0.60
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$0.60
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$0.90
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$1.70
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.30
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.35
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$1.15
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$1.10
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$1.70
8361	Hose, Suction	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$3.15
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$14.66

8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$34.30
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$68.10
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$101.30
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$120.00
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$20.10
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$36.90
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$35.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$43.85
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	\$59.30
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	\$64.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$104.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$124.50
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$171.40
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$33.73
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft			hour	\$3.05
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11		hour	\$4.00
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$12.70
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$19.60
8419	Breaker, Pavement Hand-Held	Weight	25-90 Lbs			hour	\$1.10
8420	Breaker, Pavement			to 70		hour	\$57.45
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$85.85
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$116.60
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$4.60
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	\$12.40
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$73.76
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$95.10
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$126.80
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$209.65
8436	Pick-up, Asphalt			to 110		hour	\$96.85
8437	Pick-up, Asphalt			to 150		hour	\$135.00
8438	Pick-up, Asphalt			to 200		hour	\$93.50
8439	Pick-up, Asphalt			to 275		hour	\$204.00
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$16.20
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$22.90
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$42.60
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$78.60
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	\$4.00
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension			crawler	hour	\$32.50
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft		Include Grader for total cost	hour	\$28.00
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft		Include Grader for total cost	hour	\$32.90
8452	Plow, Truck Mntd	Width	to 15 Ft		Include truck for total cost	hour	\$24.35
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing. Include truck for total cost	hour	\$40.80
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$7.35
8456	Spreader, Sand	Mounting	Dump Body			hour	\$10.45
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	\$13.15
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$6.00
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$7.25
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$6.10
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$6.75
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$7.99
8473	Pump			to 15	Hoses not included.	hour	\$10.30
8474	Pump			to 25	Hoses not included.	hour	\$13.60
8475	Pump			to 40	Hoses not included.	hour	\$16.65
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$27.10

8477	Pump			to 95	Hoses not included.	hour	\$32.00
8478	Pump			to 140	Hoses not included.	hour	\$41.50
8479	Pump			to 200	Hoses not included.	hour	\$49.90
8480	Pump			to 275	Does not include Hoses.	hour	\$66.85
8481	Pump			to 350	Does not include Hoses.	hour	\$82.00
8482	Pump			to 425	Does not include Hoses.	hour	\$96.50
8483	Pump			to 500	Does not include Hoses.	hour	\$114.00
8484	Pump			to 575	Does not include Hoses.	hour	\$133.30
8485	Pump			to 650	Does not include Hoses.	hour	\$154.70
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$11.38
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$20.54
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$39.00
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft +100 Ft. Ht.		Add this rate to truck rate for total lift and truck rate	hour	\$39.50
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$8.95
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$16.10
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$29.26
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$55.65
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$70.15
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$28.95
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs		Include truck rate for total cost	hour	\$14.90
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs		Include truck rate for total cost	hour	\$22.40
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs		Include truck rate for total cost	hour	\$36.50
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$7.55
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$38.70
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$66.90
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$90.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$178.60
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$243.20
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	\$7.20
8511	Saw, Concrete	Blade Diameter	26 in	to 35		hour	\$12.00
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	\$25.10
8513	Saw, Rock			to 100		hour	\$33.50
8514	Saw, Rock			to 200		hour	\$63.00
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	\$1.66
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	\$1.84
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	\$107.15
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	\$155.50
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	\$270.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	\$265.70
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	\$14.15
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	\$37.00
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	\$36.05
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$34.60
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$94.00
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$142.50
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$154.80
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$2.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$14.10
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$234.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$255.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$284.00

8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$3.45
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$22.15
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$29.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$38.60
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$47.77
8580	Distributor, Asphalt	Tank Capacity	500 Gal		burners, insulated tank, and circulating spray bar.	hour	\$14.76
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$21.30
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$30.15
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$41.60
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$83.20
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	\$11.36
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	\$13.10
8600	Trailer, Equipment	Capacity	30 Tons			hour	\$14.15
8601	Trailer, Equipment	Capacity	40 Tons			hour	\$15.50
8602	Trailer, Equipment	Capacity	60 Tons			hour	\$18.85
8603	Trailer, Equipment	Capacity	120 Tons			hour	\$28.35
8610	Trailer, Water	Tank Capacity	4000 Gal		with sump and a rear spraybar.	hour	\$13.50
8611	Trailer, Water	Tank Capacity	6000 Gal		with sump and a rear spraybar.	hour	\$16.55
8612	Trailer, Water	Tank Capacity	10000 Gal		with sump and a rear spraybar.	hour	\$19.20
8613	Trailer, Water	Tank Capacity	14000 Gal		with sump and a rear spraybar.	hour	\$23.77
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$33.35
8620	Tub Grinder			to 440		hour	\$95.35
8621	Tub Grinder			to 630		hour	\$143.65
8622	Tub Grinder			to 760		hour	\$183.60
8623	Tub Grinder			to 1000		hour	\$322.00
8627	Horizontal Grinder	Model HG6000		630		hour	\$57.36
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$47.00
8629	Stump Grinder	24" grinding wheel		110		hour	\$45.00
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Does not include Prime Mover.	hour	\$14.00
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime	hour	\$19.80
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Does not include Prime Mover.	hour	\$29.25
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$14.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$20.80
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$29.45
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$239.85
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$92.33
8638	Rake	Barber Beach Sand Rake 600HDr, towed				hour	\$15.40
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w bell		125		hour	\$34.30
8640	Trailer, Office	Trailer Size	8' x 24'		Cargo Size 16ft	hour	\$1.95
8641	Trailer, Office	Trailer Size	8' x 32'		Cargo Size 24ft	hour	\$2.30
8642	Trailer, Office	Trailer Size	10' x 32'		Cargo Size 20ft	hour	\$2.65
8643	Trailer	Haz-Mat Equipment trailer	8'x18'			hour	\$37.75
8644	Trailer, Covered Utility Trailer	(7' X 16')				hour	\$5.65
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$29.45
8646	Trailer, Dodge	32' flatbed water				hour	\$27.90
8650	Trencher			to 40	Wheel Mounted. Chain and Wheel.	hour	\$16.30

8651	Trencher			to 85	Wheel Mounted. Chain and Wheel.	hour	\$24.70
8654	Trencher accessories	2008 Griswold Trenchbox				hour	\$1.90
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$12.00
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$37.45
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$41.25
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 Ft		alignment attachment. Include truck rate	hour	\$34.15
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 Ft		alignment attachment. Include truck rate	hour	\$54.66
8680	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$82.35
8684	Truck, Fire	100 Ft Ladder				hour	\$100.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	\$68.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	\$72.25
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	\$78.90
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	\$81.40
8694	Truck, Fire Ladder	Ladder length	75 FT			hour	\$117.10
8695	Truck, Fire Ladder	Ladder length	150 FT			hour	\$142.75
8696	Truck, Fire	No Ladder		330	Rescue Equipment	hour	\$93.47
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200		hour	\$20.60
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275		hour	\$35.00
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 300		hour	\$27.10
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380		hour	\$44.70
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gwvr			hour	\$8.45
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gwvr			hour	\$9.50
8710	Trailer, semi	28ft, single axle, freight	25,000 gwvr			hour	\$9.70
8711	Flat bed utility trailer	6 ton				hour	\$3.10
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour	\$24.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour	\$31.30
8714	Vactor	800 Gal Spoils/400 Gal Water	500/800 gal	49		hour	\$82.75
8715	Truck, Hydro Vac	model LP555DT				hour	\$18.00
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$51.25
8717	Truck, Vacuum	60,000 GVW		400		hour	\$74.20
8719	Litter Picker	model 2007 Barber			towed by tractor	hour	\$9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$48.90
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$60.77
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$67.70
8723	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$75.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$121.20
8725	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$77.80
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$48.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$55.90
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor			Powered by Solar System	hour	\$3.00
8734	Attenuator, safety	that can stop a vehicle at 60 mph				hour	\$5.50
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph				hour	\$3.85
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$27.70
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$18.00
8745	Van, step	model MT10FD		300		hour	\$21.25
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$20.00
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$20.15
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$22.25
8749	Van-cargo	light duty, class 2		225-300		hour	\$22.25
8750	Vehicle, Small			to 30		hour	\$6.40
8753	Vehicle, Recreational			to 10		hour	\$2.80
8755	Golf Cart	Capacity	2 person			hour	\$3.75
8761	Vibrator, Concrete			to 4		hour	\$1.60
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$3.10

8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$6.80
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$10.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$13.76
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$28.70
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$50.00
8788	Container & roll off truck	30 yds				hour	\$23.05
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$54.90
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$42.40
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$46.00
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$52.75
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs			hour	\$23.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs			hour	\$34.50
8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class	7, 26,001 to 33,000 lbs gvwr			hour	\$31.00
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr			hour	\$32.00
8799	Truck,	Tilt and roll back, three axle, class 8 heavy duty	over 33,001+ gvwr			hour	\$40.60
8800	Truck, Pickup				When transporting people.	mile	\$0.54
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$12.30
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$17.65
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$19.85
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$22.25
8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$23.10
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$13.40
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$20.80
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$22.85
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$26.40
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$26.75
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$27.50
8820	Skidder accessory	2005 JCB Grapple Claw				hour	\$1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket				hour	\$1.50
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$52.26
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$115.00
8824	Skidder	model Cat 525B		up to 160		hour	\$62.90
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$118.77
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$38.65
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$30.50
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator				hour	\$14.66
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?				hour	\$13.60
8844	Mobile Command Center	(unified) (RV) Ultimaster MP-35	43 FT Long with Generator	400		hour	\$75.00
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$31.00
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$19.25
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long			hour	\$29.45
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$48.90
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator				hour	\$52.00
8850	Mobile Command Center	2007-Freightliner MT-55. (RV)		260		hour	\$45.50
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230		hour	\$41.00
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$65.30
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$45.00

8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$96.20
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$10.68
8871	Light Tower	2004 Allmand				hour	\$6.30
8872	SandBagger Machine	(Spider) automatic		4.5		hour	\$48.75
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	\$474.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$496.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$582.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$596.00
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$780.00
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$626.00
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$456.00
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	\$487.00
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$2,945.00
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$5,504.00
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$10,750.00
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$621.00
8912	Helicopter- light utility	Model Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$596.00
8913	Helicopter	Model Bell-206L4		726		hour	\$576.00
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$1,316.00
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$697.00
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$1,075.00
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$447.00
8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$19.85
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$14.50
8945	Aerial Lift	model 2008 Genie Scissor Lift				hour	\$6.30





## City of South Bay

South Bay City Hall  
335 SW 2nd Avenue  
South Bay, FL 33493  
Telephone: 561-996-6751  
Facsimile: 561-996-7950

[www.southbavcity.com](http://www.southbavcity.com)

### Commission

Joe Kyles Sr.  
Mayor

John Wilson  
Vice Mayor

Esther E. Berry

Betty Barnard

Taranza McKelvin

Leondrae Camel,  
City Manager

Jessica Figueroa, City Clerk

Bernadette Norris-Weeks  
City Attorney

"An equal Opportunity  
Affirmative Action Employer"

To: Honorable Mayor and Commissioners  
From: Massih Saadatmand, Finance Director  
Thru: Mr. Leondrae Camel, City Manager  
Date: May 31, 2018  
Ref: Weekly check register

Enclosed, please find the summary of check register as of May 31, 2018:

#### General Fund

• Utility:		
AT & T Mobility	\$	816.99
FPL		5,999.97
Comcast		225.23
• Aetna		23,234.70
• Bank of America		2,674.71
• CAP Government		3,239.50
• PBC Sheriff		15,078.00
• Grid Electrical		3,120.00
• PrimeStar Digital		6,350.80
• JHL		2,800.00
• Dell		2,754.20
• Marathon		1,604.44
• Deposit refund		300.00
• Purchased of supplies, materials and parts		3,919.48 A
• Payment for various services		2,103.90 B
• Payroll deductions		4,256.18 C
• Other		1,605.10 D
Total	\$	<u>80,083.20</u>

#### Sanitation Fund

Waste Management \$ 34,128.21

#### Capital Project Fund

Eden Construction \$ 35,805.33

#### W & S Fund

US Water \$ 3,942.43

#### Revenues:

• FP & L (Franchise & Utility tax)	\$	34,314.71
• Communication Tax		4,539.28
• Local Option Gas Tax		12,936.22
• Revenue Sharing & Sales Tax		68,497.52
• DOT		36,441.86
• Building permit		36,765.90
• Other		<u>13,872.99</u>
Total	\$	<u>207,368.48</u>

# AP Check Register Report

City Of South Bay (CSBFND)

05/11/2018 8:23:03 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10800	COMCAST	COMCAST	05/11/2018	225.23
10801	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	05/11/2018	317.84 <i>A</i>
10802	FLORIDA DEPARTMENT C	FLORIDA DEPARTMENT OF STATE	05/11/2018	35.00 <i>D</i>
10804	FPL	FPL	05/11/2018	5,999.97
10805	JP ELECTRONIC	JEFF PAULDO D B A JP ELECTRONICS &	05/11/2018	90.50 <i>B</i>
10806	KELLY TRACTOR	KELLY TRACTOR	05/11/2018	32.28 <i>A</i>
10807	MUNICIPAL CODE CORP	MUNICIPAL CODE CORPORATION	05/11/2018	212.50 <i>D</i>
10808	NESTOR HUERTA	NESTOR HUERTA	05/11/2018	* 300.00
10809	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	05/11/2018	176.28 <i>C</i>
10810	OFFICE DEPOT CREDIT	OFFICE DEPOT CREDIT PLAN	05/11/2018	644.04 <i>A</i>
10811	PSC LEAGUE OF C TIES	PALM BEACH COUNTY LEAGUE OF CITIES	05/11/2018	75.00 <i>D</i>
Non-Electronic Transactions:				8,108.64
Total Transactions:				8,108.64

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10812	AETNA	AETNA	05/14/2018	11,617.35
10813	DELL	Dell Marketing L P	05/14/2018	2,754.20
10814	MARATHON/MEX BANK	WEX BANK	05/14/2018	1,604.44
10815	EDENS CONSTRUCTION	EDENS CONSTRUCTION CO , INC	05/14/2018	35,805.33
Non-Electronic Transactions:				51,781.32
Total Transactions:				51,781.32

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10816	ALPHA KAPA PSI	ALPHA KAPPA PSI	05/18/2018	275.00	D
10817	AT&T MOBILITY	AT&T MOBILITY -ROC	05/18/2018	816.99	
10818	BELLE GLADE WHOLESAL	BELLE GLADE WHOLESALE	05/18/2018	64.90	A
10819	CAP GOVERNMENT	CAP GOVERNMENT	05/18/2018	3,239.50	
10820	EVERGLADES TRADING	EVERGLADES TRADING	05/18/2018	3.55	A
10821	FEDERAL EXPRESS	FEDERAL EXPRESS	05/18/2018	60.86	B
10822	GRID ONE ELECTRICAL	GRID ONE ELECTRICAL CONSTRUCTION	05/18/2018	3,120.00	
10823	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	05/18/2018	1,197.04	A
10824	INDEPENDENT NEWSPAP	INDEPENDENT NEWSMEDIA INC USA	05/18/2018	131.04	B
10825	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	05/18/2018	496.63	L
10826	KING KINDRED	KING KINDRED	05/18/2018	195.30	D
10827	LAKE HARDWARE	LAKE HARDWARE	05/18/2018	827.53	A
10828	LAWNMOWER HEADQUAI	LAWNMOWER HEADQUARTER	05/18/2018	37.15	L
10829	PERFORMANCE NAPA	PERFORMANCE NAPA	05/18/2018	42.17	
10830	ROBBIE TIRE	ROBBIE TIRE	05/18/2018	15.00	B
10831	ROLFE & LOBELLO PA	ROLFE & LOBELLO PA	05/18/2018	130.00	C
10832	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	05/18/2018	69.48	A
10833	U & ME RECORDS MANAC	U & ME RECORDS MANAGEMENT	05/18/2018	303.02	B
10834	UNITED SITE SERVICES C	UNITED SITE SERVICES OF FLORIDA INC	05/18/2018	227.50	S
10835	XEROX CORP	XEROX CORPORATION	05/18/2018	208.85	
				Non-Electronic Transactions:	11,461.51
				Total Transactions:	11,461.51

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10836	GLADES CENTRAL COMM	GLADES CENTRAL COMMUNITY HIGH	5/21/2018	300.00
Totals:			Total Transactions:	300.00

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10837	PRIMESTAR DIGITAL NET\	PRIMESTAR DIGITAL NETWORK	5/22/2018	6,350.80
Totals:			Total Transactions:	6,350.80

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10838	AETNA	AETNA	5/25/2018	11,617.35	
10839	AFLAC	AFLAC	5/25/2018	2,130.32	C
10840	AMERICAN CANCER	AMERICAN CANCER SOCIETY	5/25/2018	115.00	D
10841	BANK OF AMERICA, NA	BANK OF AMERICA	5/25/2018	2,674.71	
10842	CLAUDIA CANO	CLAUDIA CANO	5/25/2018	189.30	D
10843	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	5/25/2018	113.50	L
10844	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	5/25/2018	277.64	A
10845	HILTON ORLANDO	HILTON ORLANDO	5/25/2018	136.00	D
10846	IAMAW	IAMAW	5/25/2018	343.20	C
10847	JLH ASSOCIATES	JLH ASSOCIATES	5/25/2018	2,800.00	
10848	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	5/25/2018	90.50	B
10849	KELLY TRACTOR	KELLY TRACTOR	5/25/2018	114.46	A
10850	MUTUAL OF OMAHA	MUTUAL OF OMAHA	5/25/2018	366.81	D
10851	MY DOCTOR	MARTIN T. HARLAND DO	5/25/2018	300.00	B
10852	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	5/25/2018	15,078.00	
10853	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	5/25/2018	180.00	B
10854	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	5/25/2018	563.93	C
10855	WALMART COMMUNITY	WAL-MART COMMUNITY	5/25/2018	291.40	A
10856	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	5/25/2018	432.14	C
Non-Electronic Transactions:				37,814.26	
Total Transactions:				37,814.26	

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10857	JOHN WILSON	JOHN WILSON	5/29/2018	72.00
Totals:			Total Transactions:	72.00



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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
166	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	5/25/2018	33,156.15
Non-Electronic Transactions:				33,156.15
Total Transactions:				33,156.15