

**District School Board of Indian River County, Florida
6500 - 57th Street, Vero Beach, FL 32967**

If a person decides to appeal any decision made by the Board with respect to any matter considered at these meetings, he will need to ensure that a verbatim record is made which includes the testimony and evidence upon which the appeal is to be made.

INVOCATION: Shortly before the opening gavel that officially begins a School Board meeting, the Chairman will introduce the Invocation Speaker. No person in attendance is or shall be required to participate in this observance and the personal decision of each person regarding participation will have no impact on his or her right to actively participate in the School Board's business meeting.

Date: August 14, 2018

Time: 6:00 p.m.

Room: Joe N. Idlette, Jr. Teacher Education Center (TEC)

Business Meeting Agenda

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE TO THE FLAG
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
 - A. Short Video on School Initiatives**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Rendell**
 - 1. Approval of 2018-07-24 Superintendent's Workshop Minutes
 - 2. Approval of 2018-07-24 Business Meeting Minutes
Superintendent recommends approval.
 - B. Approval of Personnel Recommendations – Dr. Purcell**

Attached is a list of personnel recommendations that includes personnel additions, terminations, and/or changes. Superintendent recommends approval.

- C. Approval of Agreement with Consulate Health Care for (2018-2020) – Mrs. Dampier**
Certified Nursing Assistant training requires that each student participate in a 40-hour clinical prior to taking the Certified Nursing Assistant Exam. This agreement between the School District of Indian River County and Consulate Health Care enables the students to participate in that clinical internship. The Curriculum and Instruction Department recommends approval of a contract with Consulate Health Care to provide students with the opportunity to complete their clinical experience. Instruction and supervision is delivered by fully-certified Florida teachers. There is no cost to the School District for the clinical internship. The contract has been reviewed by the Board Attorney and approved. The Certificate of Insurance has been reviewed by Risk Management and approved. Superintendent recommends approval.
- D. Approval of Donations – Dr. Rendell**
1. Wabasso School received a donation in the amount of \$1,100 from the Vero Beach Fraternal Order of the Eagles. The funds will be used for purchasing educational materials for the Wabasso School classrooms.
 2. Sebastian High School received a donation in the amount of \$1,500 from Affordable Water & Coffee, Inc. The funds will be used to purchase banners, signs, decals, student tee shirts, stickers, spirit items and pins for the Sebastian High School students; for the celebration of the 25th Anniversary of Sebastian River High School. Superintendent recommends approval.

DELETED ITEM:

- ~~E. Approval of contract agreement between the School Board of Indian River County and LegalShield based on the award of Request for Proposal (RFP) #08-0-2018/JC for Legal Services Plan – Dr. Rendell~~**
- F. Approval of contract agreement between the School Board of Indian River County and Cigna based on the Award of Request for Proposal (RFP) #05-0-2018/JC for Group Dental Insurance to Cigna – Dr. Rendell**
On May 22, 2018 under Action Agenda item “N”, the School Board approved RFP #05-0-2018/JC to Cigna for Group Dental Insurance to offer to active SDIRC employees and COBRA participants. SDIRC employees are offered a choice of a low option Preferred Provider Organization (PPO) plan, a high option PPO plan or a Dental Maintenance Organization (DMO). SDIRC employees pay the entire cost of the program. The award was not made on the basis of price alone, but to the proposer whose submission contained the most advantageous combination of price qualifications, experience, references and work capacity. The attached agreement spells out the terms and conditions between both entities for the provision of these services. Superintendent recommends approval.

G. Approval of contract agreement between the School Board of Indian River County and Cigna based on the award of Request for Proposal (RFP) #10-0-2018/JC for Short Term Disability and Long Term Disability Insurance – Dr. Rendell

On May 22, 2018, the School Board, under Action Agenda item “T”, approved the award of RFP #10-0-2018/JC to Cigna for the provision of Short Term Disability (STD) and Long Term Disability (LTD) insurance coverage to offer to active SDIRC employees. The STD benefit ranges from \$100 to \$2,000 per week (in \$100 increments) not to exceed 66.67% of the employee’s weekly income for up to 13 weeks. For the LTD plan an employee must be continuously disabled through the elimination period of 90 days to be eligible. The LTD benefits range from \$200 to \$8,000 (in \$100 increments per month) not to exceed 66.67% of an employee’s monthly income. The award was not made on the basis of price alone, but to the proposer whose submission contained the most advantageous combination of price qualifications, experience, references and work capacity. The attached agreement spells out the terms and conditions between both entities for the provision of these services. Superintendent recommends approval.

DELETED ITEM:

~~**H. Approval of Approval of contract agreement between the School Board of Indian River County and Metlife based on the award of Request for Proposal (RFP) #11-0-2018/JC for Group Critical Illness, Cancer and Accident and Sickness Plans – Dr. Rendell**~~

I. Approval of contract agreement between the School Board of Indian River County and THE Standard Life based on the award of Request for Proposal (RFP) #09-0-2018/JC for Group Life, Accidental Death & Dismemberment (AD&D) and Voluntary Life products – Dr. Rendell

On May 22, 2018, the School Board under Action Agenda item “R”, approved the award of RFP #09-0-2018/JC to THE Standard Life for Group Life, Accidental Death & Dismemberment (AD&D) and Voluntary Life products to offer to active SDIRC employees. The District provides employees with Basic Life Insurance and AD&D coverage in the amount of \$25,000 at no cost. Employees can purchase additional Life and AD&D coverage for themselves and Dependent Life coverage for their family. The award was not to be made on the basis of price alone, but to the proposer whose submission contained the most advantageous combination of price qualifications, experience, references and work capacity. The attached agreement spells out the terms and conditions between both entities for the provision of these services. Superintendent recommends approval.

VII. ACTION AGENDA

A. Approval of Public Hearing Date for Adoption of Revision to Code of Student Conduct Handbook, Effective for 2018-2019 School Year – Mrs. Dampier

The Code of Student Conduct Handbook was developed in compliance with School Board Policy 5500, Student Conduct, under Chapter 120 F.S. and approved by the School Board on June 26, 2018. A Public Hearing for the addition of criminal gang-related activity definition, as per Florida Statute 874.03 is being requested. The Public Hearing for this additional language is scheduled to be held during the regular Business Meeting on September 25, 2018. Superintendent recommends approval.

B. Approval of 2018-2019 Title IV Part A Student Support and Academic Enrichment (SSAE) Grant - Mrs. Dampier

The Every Student Succeeds Act (ESSA) reauthorized the Elementary and Secondary Education Act of 1965 (ESEA). The ESEA includes provisions that promote equitable access to educational opportunity, including holding all students to high academic standards. Authorized under subpart 1 of Title IV, Part A of the ESEA, the Student Support and Academic Enrichment (SSAE) program is intended to help meet the objective of ESSA by increasing the capacity of state educational agencies (SEAs), local educational agencies (LEAs), schools and local communities to provide students with access to a well-rounded education, improve safe and healthy school conditions for student learning, and improve the use of technology in order to improve the academic achievement and digital literacy of all students. (ESEA section 4101). The project period is August 30, 2018 through September 30, 2019. District allocation is \$296,398.51. Superintendent recommends approval.

C. Approval of Indian River County 2018-2020 School Health Services Plan – Mrs. Dampier

Section 381.0056, F.S., requires each local Department of Health to develop, in collaboration with the Local School District and School Health Advisory Committee, a School Health Services Plan. This bi-annual plan is required under Chapter 64F-6.002, Florida Administrative Code (F.A.C.). The changes to the Local Implementation Strategies and Activities were incorporated based on Statutory and Program Standard Requirements. Superintendent recommends approval.

D. Approval of Agreement for contracted services for a one year period from December 12, 2018 through December 11, 2019 between AON Consulting, Inc. (AON), and the School Board of Indian River County – Dr. Rendell

On December 8, 2015, Action Agenda J, the School Board approved the award of RFP# 2016-07 to AON Consulting for the provision of Employee Health & Wellness Consulting Services, to assist the District in obtaining competitive bids in the areas of health and wellness benefits; as well as, provide brokerage services for all lines of insurance coverage, assist with plan design, renewal strategies, financial underwriting, financial analysis, and plan communication to staff. In addition, at the same Board Meeting under Action Agenda Item J, the School Board approved the agreement with AON Consulting, Inc., operating as Aon Hewitt for Employee Health and Wellness Benefits Consulting services. Pursuant to the compensation terms and conditions as described in “Exhibit B” of the agreement, compensation to AON is made on a commission basis, except for medical administration which is based on a per contract amount. Superintendent recommends approval.

E. Approval of City of Sebastian Police Department School Resource Officer Agreement (SRO) for 2018-2019 – Mr. Teske

In 1995 the District engaged in the first written inter-local cooperative agreement with the Indian River Sheriff’s Department to place School Resource Officers (SRO) in District schools. Under Senate Bill 7026 Public Safety Analysis Section 26, *For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing any combination of the following options which best meets the needs of the school district.* The proposed agreement is a revision of the current agreement, with the placement two (2) School Resource Officers. This is a cost shared item with SDIRC and the City of Sebastian Police Department. The cost to the District’s General Fund is \$42,293.50. Superintendent recommends approval.

DELETED ITEM:

~~**F. Approval of an Interlocal Agreement between the Indian River County Board of County Commissioners and the School District of Indian River County. – Mr. Teske**~~

G. Approval of Modified Statewide Mutual Aid Agreement (SMAA) dated February 26, 2018. – Mr. Teske

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. This agreement serves as a replacement to the previous agreement dated August 20, 2007. Attached is the agreement and SMAA Information Sheet. Superintendent recommends approval.

H. Approval of 2018-2019 Transportation Service Agreement Renewal – Mr. Teske

Attached is the 2018-2019 Transportation Agreement with Kids and Nurses PPEC Center. This agreement includes the use of the District's Transportation Services from school sites to provide therapeutic and nursing services for students identified through IEP. Superintendent recommends approval.

I. Approval of Utility Easement Deed (#2018-EG-229) to the City of Vero Beach for Treasure Coast Technical College – Mr. Teske

Approval is recommended for the attached assignment of a Utility Easement Deed (#2018-EG-229), located on the Treasure Coast Technical College and Gifford Middle School property as described in Exhibit "A", to be granted to The City of Vero Beach. This Easement is a non-exclusive electric utility easement in perpetuity for utility purposes as described and depicted in Exhibit "A" (Property Description and Sketch of Property Description), including without limitations, the right of ingress, egress and passage by Grantor and its employees, agents, customers, and invitees, over, across, and through the Easement. This Easement further grants the Grantee a general easement for ingress, egress, and regress over and across the driveways, parking, common and open areas of the Property for the purpose of access to and maintenance of any of the Grantee's improvements. Superintendent recommends approval.

J. Approval of Release of Final Payment to One Call Property Services, Inc. for the Fellsmere Elementary 700 Building HVAC Improvements Project (SDIRC #10-0-02017JC) – Mr. Teske

Approval is recommended for release of Final Payment in the amount of \$29,815.90 to One Call Property Service, Inc. for the Fellsmere Elementary 700 Building HVAC Improvements project. On April 25, 2017, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Fellsmere Elementary 700 Building HVAC Improvements project in the amount of \$423,894.00 (\$378,477.00 Contractors Bid Price/\$45,417.00 Owner Added Contingency); with the FINAL construction cost for this project totaling \$399,409.02. The unused portion of the contract totals \$24,484.98. Final payment for this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consists of the project retainage, which is held until project completion. Superintendent recommends approval.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

XIII. ADJOURNMENT

Any invocation that may be offered before the official start of the School Board business meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the School Board pursuant to Resolution #2015-08. The views and beliefs expressed by the Invocation Speaker have not been previously reviewed or approved by the School Board and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to express allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the School Board. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

Anyone who needs a special accommodation to participate in these meetings may contact the School District's American Disabilities Act Coordinator at 564-3175 (TTY 564-2792) at least 48-hours in before the meeting. NOTE: Changes and amendments to the agenda can occur 72-hours prior to the meeting. All business meetings will be held in the Joe N. Idlette, Jr. Teacher Education Center (TEC) located in the J.A. Thompson Administrative Center at 6500 – 57th Street, Vero Beach, Fl 32967, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District's website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District's website at www.indianriverschools.org/iretv. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

The District School Board of Indian River County met on July 24, 2018, at 1:00 p.m. The Superintendent's Workshop was held in the Joe N. Idlette, Jr. Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Shawn R. Frost, Vice Chairman Charles G. Searcy, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

Superintendent's Workshop Minutes

I. Meeting was called to order by Chairman Frost at 1:00 p.m.

II. PURPOSE OF THE WORKSHOP

Chairman Frost recognized Dr. Rendell to explain the Purpose of the Workshop. Dr. Rendell reviewed the Presentations and explained the Workshop is to provide the Board Members with information.

III. PRESENTATIONS

1. 2018-2019 Budget

Dr. Rendell introduced Mr. Morrison to the Board and they went over a review of the Budget Book, along with some other handouts. He reviewed slides from his PowerPoint Presentation as well. Mr. Morrison advised the Board he would review the changes that were made to the Budget Book. The Board members had questions throughout the review. Each question was addressed.

Chairman Frost called for a brief recess at 3:24 p.m. The Workshop was reconvened at 3:30 p.m.

2. RFQ for Legal Services

Dr. Rendell introduced Mr. Morrison and Mr. Carver, Director of Purchasing. Mr. Morrison prefaced the presentation and reviewing the material that was provided. He turned the meeting over to Mr. Carver. Mr. Carver shared a PowerPoint presentation along with history from 2012. Mrs. Simchick spoke of the history from 2009, which was the original hire date of 2009. Mr. Carver continued to review the process he was purposing to follow. The Board also discussed other options for a search and the timeline. It was asked for the Audit Committee to come and speak at a workshop before going any further with the process. The Board thanked Mr. Carver for the work he put into the presentation.

3. Code of Conduct Definitions

Dr. Rendell introduced Dr. Torres-Martinez, Executive Director of Student Services. Dr. Torres-Martinez reviewed her PowerPoint Presentations. It was discussed about adding additional verbiage to the Code of Conduct, Gang Related Activity Language as the Board has requested. The modification process was discussed. The Board has several questions and they were all answered.

4. ~~Propane Fueling Station~~ **Deleted**

IV. ADJOURNMENT – Chairman Frost

Meeting adjourned at approximately 4:45 p.m.

The District School Board of Indian River County met on July 24, 2018, at 6:00 p.m. The Business Meeting was held in the Joe N. Idlette, Jr. Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Shawn R. Frost, Vice Chairman Charles G. Searcy, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Prior to the meeting, an invocation was given by Pastor Jim Graves.

Business Meeting Minutes

- I. Meeting was called to order by Chairman Frost at 6:00 p.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG was led by Chairman Frost.
- III. ADOPTION OF ORDERS OF THE DAY
Chairman Frost asked of the Board Members would like to move any of the items from Consent to Action. Mr. Searcy requested to move Consent Item B-18, Consent F, and Consent I to Action. Mrs. Simchick moved approval based on moving the said items. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. PRESENTATIONS
A. Short Video on School Initiatives – ~~STEP into Kindergarten~~ Delete Adding – SDIRC Year End Review
- V. CITIZEN INPUT
Barb Ford – Dress Code
Constance Peterson – Hiring Process
Leanne Harkins – Dress Code Policy
Teri Barenborg – Dress Code Policy
Steven Arteaga – Dress Code Policy
Barbara Lipton – Code of Conduct
Karen Rutledge – Dress Code
Mary Lou Ciambriello – SRHS Being a Good Neighbor/VLE
James Davis – Dress Code
Lance Lunsford – Dress Code

Chairman Frost recognized Mrs. Zorc to speak. Mrs. Zorc requested to move the Discussion Section IX to VI. Mrs. Zorc made a motion to move Section IX – Discussion to VI. Mrs. Justice seconded the motion passed, with a 4-1 vote. Mr. Searcy voted Nay.

MOVED FROM SECTION IX TO VI

VI. DISCUSSION

Proposed moratorium on enforcement of dress code revisions in the 2018-2019 SDIRC Code of Conduct handbook – Mrs. Justice

Chairman Frost recognized Mrs. Justice to speak to her item. Mrs. Justice and all of the Board members discussed the dress code revisions. Mrs. Justice made a motion to amend the agenda to allow the Board to take action this evening on a proposed waiver for the abatement of enforcement of the dress code revisions for the 2018/19 school year. Mrs. Zorc seconded the motion and it passed, with a 4-1 vote. Mr. Searcy voted Nay.

Dress Code Policy Dates and Definitions – Mrs. Zorc

Mrs. Zorc withdrew due to already covering this in the above Discussion item.

Chairman Frost called for a brief recess at 8:18 p.m. He reconvened the meeting at 8:25.

VII. CONSENT AGENDA

Chairman called for a motion. Mrs. Simchick moved approval to accept the Consent Agenda as amended. Mrs. Justice seconded the motion and carried unanimously, with a 5-0 vote.

A. Approval of Minutes – Dr. Rendell

1. Approval of 2018-06-12 Budget Workshop Minutes
 2. Approval of 2018-06-12 Special Business Meeting Minutes
 3. Approval of 2018-06-12 Special Business Meeting for Pending Litigation Minutes
 4. Approval of 2018-06-26 Superintendent's Workshop Minutes
 5. Approval of 2018-06-26 Business Meeting Minutes
 6. Approval of 2018-06-26 Special Business Meeting Pending for Litigation Minutes
- Superintendent recommends approval.

B. Approval of Personnel Recommendations – Dr. Rendell

Attached is a list of personnel recommendations that includes personnel additions, terminations, and/or changes. Superintendent recommends approval.

C. Approval of Salary Schedule for the 2018-2019 School Year – Dr. Rendell

Approval is requested for the Salary Schedule for the 2018-2019 School Year. Superintendent recommends approval.

D. Approval of Donations – Mr. Morrison

1. Beachland Elementary School received a donation in the amount of \$1,878.15 on November 6, 2017, from the PTA Fall Scholastic Book Fair. The Funds were deposited into the Beachland Elementary Internal Funds, Media Department.

Superintendent recommends approval.

E. Approval to increase Purchase Order authority for specific vendors for routine recurring products and/or services - Mr. Morrison

The School Board at its regularly scheduled Business Meeting on August 8, 2017, Action Item E, approved the Superintendent's request for purchase order authority for various vendors that the School District procures routine products and/or services. The Superintendent is requesting an increase in purchase order authority for the following vendors only that were previously approved: Advanced Placement, Davis Vision, First Financial Admin., Florida Power & Light, Indian River County Sherriff's Office and Robert Erneston Produce. The line item justification for this request by vendor, is included on the back up for this item. Superintendent recommends approval.

F. Approval for Annual Inventory Results – Mr. Morrison

This request is for pursuant to Chapter 274.02 F.S. annual inventories were performed at each school/department for the fiscal year ending June 30, 2018. Attached, is a list by school/department of property not reconciled. It is requested that this property be deleted from the Fixed Asset Ledger. Superintendent recommends approval.

G. Approval of ACT, Inc. Master Services Agreement to Administer the ACT to Juniors and Seniors – Mrs. Dampier

Approval is recommended for the Master Services Agreement between the School Board of Indian River County and ACT, Inc. The agreement gives the opportunity for juniors to take the college entrance exam for free during the regular school day of October 2, 2018. In addition to being a college entrance exam, the ACT results can be used as a concordant score for the Grade 10 English Language Arts (ELA) assessment and Algebra 1 EOC, which are graduation requirements. Any senior who has not met the ELA or Algebra 1 graduation requirements will also be eligible to take the ACT School Day on October 2nd. Lastly, the contract gives the District the option to offer the ACT to any eligible senior on February 20th. The cost is \$42.50 for each student who participates in the assessment. The estimated expenditure for fall and spring is \$70,000. Superintendent recommends approval.

H. Approval of Amendment 001 to the Dual Enrollment Agreement with Gaetz Aerospace Institute, Embry Riddle Aeronautical University for 2018 – 2019 school year – Mrs. Dampier

This Amendment pertains to the Agreement between the parties dated effective on or about September 25, 2017 relating to the parties' agreement regarding dual enrollment/CTE courses for the 2017-20 academic years (the "Agreement"). This Amendment sets forth the budget for AY18-19 in the amount of \$3,032.00 as shown in Attachment A (Statement of Work and Budget) as a result of ERAU's provision of sections requested by the school district for the AY 18-19 school year. The number of sections for AY18-19 are set forth in attachment A, and the schedule of courses requested are attached in Appendix A. Superintendent recommends approval.

I. Approval of Charter School Transportation Service Agreements for 2018-2019 – Mr. Teske

Transportation Agreements with North County Charter School, Sebastian Charter Junior High School, Indian River Charter High School, St. Peter's Academy, and Imagine Charter School to provide transportation, substitute bus drivers, and spare buses for students of the charter schools. These agreements are for one year. The charter schools agree to reimburse the District for the actual costs associated with transporting students. Superintendent recommends approval.

J. Approval of School Transportation Routes for 2018-2019 – Mr. Teske

The Board has been provided the 2018-2019 SDIRC Transportation Routes. Stop locations along with AM & PM times of service are indicated for each of the 84 routes that will be provide students transportation to and from designated school locations. Superintendent recommends approval.

K. Approval of 2018-2019 Transportation Service Agreement Renewals – Mr. Teske

Attached are the 2018-2019 Transportation agreements with Boys & Girls Clubs of Indian River County (BFIRC), Gifford Youth Achievement Center (GYAC), Environmental Learning Center (ELC), and Dasie Bridgewater Hope Center, Inc. (DHC). The agreements include the use of the District's Transportation Services from designated pickup locations to sites in Indian River County for their respective, sponsored programs. Superintendent recommends approval.

L. Approval of a One Year Extension for Go Math – Houghton Mifflin Harcourt Textbook Adoption – Mrs. Dampier

The School Board approved the elementary Math Textbook Adoption **during the 2012-2013 school year.** *Go Math*, published by Houghton Mifflin Harcourt, is currently being used for the Math curriculum for our students enrolled in grades K-5. This extension will accommodate the one remaining gap year from August 1, 2018 – June 30, 2019. The new Math textbook cycle will begin July 1, 2019. The cost for the Math curriculum and estimated shipping is \$137,152.40. Superintendent recommends approval.

VIII. ACTION AGENDA

Chairman Frost asked Mr. Searcy to speak regarding Consent B-18, Consent F, and Consent I that were pulled from the Consent Agenda. Mr. Searcy and some of the Board members spoke on this item. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote. Dr. Purcell came to the podium and spoke briefly. Chairman recognized Mr. Searcy on Consent F. Mr. Searcy had some questions with regards to this item. There was a brief discussion on this item. Chairman Frost called for a Motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried with unanimously, with a 5-0 vote. Chairman Frost recognized Mr. Searcy on Consent I. There was a brief discussion on this item. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mr. Frost seconded the motion. Mrs. Justice withdrew her motion as well as Mr. Frost withdrawing his second. Mr. Searcy moved approval for the Charter Schools and nonprofits provided adequate insurance coverage is provided before transportation begins. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

A. Approval of 2018-2019 Proposed Tentative Budget and Millage Rates for the express Purpose of Advertising the Budget in Accordance with the Truth-in-Millage Requirements – Mr. Morrison

The purpose of this item is to authorize the Superintendent to take the necessary steps, including making final adjustments to proposed revenues, expenditure projections, fund balances, and millage rates based on action to be taken by the Indian River County Property Appraiser and Florida Department of Education. On July 1, 2018, the Indian River County Property Appraiser certified to the Florida Department of Revenue the Taxable Assessed Valuation for school purposes. In addition, pursuant to Florida Statutes 1011.62 (4)(a)1.a. on July 19, 2018, the Commissioner of Education will certify to each District School Board the millage rates that when applied to 96 percent of the estimated state total taxable value for school purposes, will generate the prescribed aggregate required local effort for that year for all Districts. This statutory action by these bodies will have the effect of changing the School District's budgetary estimates. This request for authorization is necessary in order to advertise the 2018-2019 Proposed Tentative Budget and Millage Rates, along with the Proposed Capital Projects to be funded from the capital outlay and debt service millage proceeds in preparation for the Public Hearing to be held on July 31, 2018, at 5:01 p.m. in the Teacher Education Center (TEC). A brief overview and description of the Proposed Tentative Budget and Millage Rates will be presented by staff. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Simchick moved approval. Mr. Searcy seconded the motion and it carried unanimously, with a 5-0 vote.

B. Approval of Renewal for the Adult Education and Family Literacy Grant 2018-2019 – Mrs. Dampier

This discretionary/continuation grant will provide the Technical College with funds (\$151,203) which will enable the school to continue to provide quality literacy education to adults and to English Language Learners. Treasure Coast Technical College served 470 students who enrolled in GED/ABE/ESOL in 2017-2018. TCTC has collaborated with several agencies in an effort, to better serve the citizens of Indian River County. No cost to the school district. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

C. Approval of Mental Health Assistance Allocation Plan - Senate Bill 7026, effective for 2018-2019 School Year – Mrs. Dampier

The purpose of the Mental Health Plan is to establish and expand school-based mental health care consistent with statutory requirements for the Mental Health Assistance Allocation in accordance with section 1011.62(16), Florida Statutes. The plan includes evidence-based mental health coordinated school-based and community base services that will support the needs of students. The total allocation is \$481,314. The Mental Health Plan for the 2018-2019 School Year is attached. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

D. Approval to Award RFQ #20-0-2018JC to Pre-Qualify Multiple Contractors for Participation in Hard Bid Construction Projects Expected to Exceed \$300,000 - Mr. Morrison

A Request for Qualifications (RFQ) was promulgated for the pre-qualification of construction contractors for projects expected to exceed \$300,000. The purpose of this RFQ is to pre-qualify multiple contractors for participation in hard bid projects that exceed \$300,000. All pre-qualified Contractors will be certified to participate in hard bid projects that they have appropriate licensing, bonding capacity, surety rating, insurance certification and experience in. Additionally, pre-qualified contractors must submit verification that they are free of any unresolved litigation. The term of this certification is from July 24, 2018 through July 23, 2019. Certification will be renewed annually upon verification of SREF required documentation. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Zorc moved approval. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion on this item.

E. Approval of Indian River County Sheriff's Department School Resource Officer Agreement (SRO) for 2018-2019 – Mr. Teske

In 1995 the District engaged in the first written inter-local cooperative agreement with the Indian River County Sheriff's Department to place School Resource Officers (SRO) in District schools. Under Senate Bill 7026 Public Safety Analysis Section 26, *For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing any combination of the following options which best meets the needs of the school district.* The proposed agreement is a revision of the current agreement, with the placement 23 School Resource Officers. This is a cost shared item with SDIRC and the Indian River County Sheriff's Department. The cost to the District's General Fund is \$939,919. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion on this.

F. Approval of City of Vero Beach Police Department School Resource Officer Agreement (SRO) for 2018-2019 – Mr. Teske

In 1995 the District engaged in the first written inter-local cooperative agreement with the City of Vero Beach Police Department to place School Resource Officers (SRO) in District schools. Under Senate Bill 7026 Public Safety Analysis Section 26, *For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing any combination of the following options which best meets the needs of the school district.* The proposed agreement is a revision of the current agreement, with the placement two (2) School Resource Officers. This is a cost shared item with SDIRC and the City of Vero Beach Police Department. The cost to the District's General Fund is \$57,778. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion on this.

Deleted Item

~~**G. Approval of City of Sebastian Police Department School Resource Officer Agreement (SRO) for 2018-2019 – Mr. Teske**~~

H. Approval of the 2018-2019 Organizational Chart – Dr. Rendell

Approval of the 2018-2019 Organizational Chart. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

I. Approval of the Superintendent's 2017-2018 Composite Evaluation of Professional Standards and 2017-2018 Goals as Satisfactory – Chairman Frost

Dr. Rendell has served the School District of Indian River County as Superintendent of Schools since July 1, 2015. As per his employment contract, each Board member is required to, independently, evaluate the Superintendent utilizing the Professional Standards and Goals adopted by the Board. The Chairman is charged with bringing forth the final composite for adoption. Chairman recommends approval.

Chairman Frost recognized Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion on this.

ADDED FROM DISCUSSION ITEM:

J. Approval of the Abate enforcement of the 18/19 School Year Revisions to the Student Dress Code until the 19/20 School Year – Mrs. Justice

Mrs. Justice moved to abate enforcement of the 18/19 School Year Revisions Student Dress Code until the 19/20 School Year with all other revisions adopted, for other 18/19 Student Code of Conduct remaining fully enforceable. Mrs. Zorc seconded the motion and it carried with a 3-2 vote. Mrs. Simchick and Mr. Searcy voted Nay.

IX. SUPERINTENDENT'S REPORT

Dr. Rendell provided the public with specific corrections with regards to information provided in a recent article that was published. He also wanted to remind everyone of the Treasure Coast Technical College Grand Opening on August 9, 2018, at 3:00 p.m.

X. SCHOOL BOARD MEMBER MATTERS

Chairman Frost recognized Mr. Searcy. Mr. Searcy asked a question on hiring practices. He also talked about maintenance at all of the School District facilities. Mrs. Justice spoke about the realignment of Capital Plans along with Kids Tag Art. Mrs. Simchick wanted to make sure that the AED's were all up to date. She also spoke about citizen cross training and volunteers for the different departments. Mrs. Zorc shared when she attended a Back Pack Give Away at the Gifford Youth Achievement Center which was sponsored by Waste Management. Mr. Frost thanked the participants for coming out to speak during Citizen Input. He appreciated and wants to make sure we are good neighbors. The Connection News letter.

XI. INFORMATION AGENDA

A. Financial Report for month ending May 2018 - Mr. Morrison

Attached are the Financial Reports for the month ending May 31, 2018.

B. Information item - Recurring Vendor 3rd Quarter Report of Released Purchase Orders - Mr. Morrison

Pursuant to Action Agenda Item E. Business Meeting on August 8, 2017, whereby as a means of efficient management of District operations, the School Board approved Purchase Order authority caps for a list of vendors that routinely provide goods and services to the District. In accordance with the School Board's directive, staff hereby, presents the attached report of released purchase orders or expenditures for all vendors on the list for the quarter April 1, 2018 through June 30, 2018, for fiscal year 2017-2018. This report is updated on a quarterly basis and ensures that previously approved limits are not exceeded. Please see attached backup.

XII. SUPERINTENDENT'S CLOSING

No closing remarks.

XIII. ADJOURNMENT – Chairman Frost

Meeting adjourned at approximately 10:02 p.m.

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CONSENT AGENDA 8/14/18

Personnel Recommendations

1. Instructional Changes

Harris, Lisa – from Curriculum and Instruction, Speech and Language Pathologist .8 to Curriculum and Instruction, Speech and Language Pathologist 1.0 7/30/18

2. Instructional Leaves

Cantlon, Jessica – Treasure Coast Elementary, 8/10/18 – 10/5/18

Corby, Kimberly – Storm Grove Middle, 8/6/18 – 8/27/18

Hines, Aaron – VBHS FLC, 8/6/18 – 9/17/18

Palko, Jennifer – Storm Grove Middle, 8/6/18 – 5/29/18

Rosales, Angela – Rosewood Magnet, 9/17/18 -12/7/18

York, Erin – Sebastian River Middle, 9/21/18 – 12/14/18

3. Instructional Promotions

4. Instructional Transfers

Adams, Lisa – from Glendale Elementary, Kindergarten Teacher to Liberty Magnet, 1st Grade Teacher 8/6/18

5. Instructional Separations

Canevari, Patti – Vero Beach Elementary, entering DROP 8/1/18

Fogle, Sharon – SRHS, resignation 5/25/18

Hague, Tracey – VBHS, resignation 5/25/18

McLaughlin, Becky – VBHS, resignation 5/25/18

Rhoden, Alison – Oslo Middle, entering DROP 8/1/18

Wheatley, Amy – Sebastian River Middle, resignation 5/25/18

6. Instructional Employment

Blankenship, Amber – Pelican Island Elementary, 1st Grade Teacher 8/6/18

Carney, Amber – Citrus Elementary, ESE Resource Teacher 8/6/18

Cwikla, Danielle – Curriculum and Instruction, Resource Specialist 8/6/18

Fass, Kenneth – Beachland Elementary, ESE Teacher 8/6/18

Garrick, Nichole – Curriculum and Instruction, Teacher on Assignment, Reading 8/3/18

Herron, Evelyn – Storm Grove Middle, ESE Teacher 8/6/18

Hock, Angela – VBHS, Reading Teacher 8/6/18

Keyser, Michelle – Treasure Coast Elementary, Intermediate Teacher 8/6/18

Mangieri, Lisa – Storm Grove Middle, Math Teacher 8/6/18

McMullin, James – Oslo Middle, Language Arts Teacher 8/6/18

Melcer, Lori – Dodgertown Elementary, 1st Grade Teacher 8/6/18

Neel, Crystal – Gifford Middle, VE, ESE Teacher 8/6/16

Phelps, Joseph – Gifford Middle, Math Teacher 8/13/18

Pirone, John – SRHS, Technology Education TV Production Teacher 8/8/18

Reams, Malisa – Treasure Coast Elementary, Intermediate Teacher 8/6/18

Ross, Christine – VBHS, Health Occupation Teacher 8/6/18

Rubio, Martha – SRHS, Reading Teacher 8/6/18

Sibley, Zachary – Storm Grove Middle, Math Teacher 8/6/18

Storts, Claire – Fellsmere Elementary, 4th Grade Teacher 8/6/18

7. Support Staff Changes
8. Support Staff Leaves
9. Support Staff Promotions
10. Support Staff Transfers
Colon, Liza – from VBHS, Health Assistant III to Vero Beach Elementary, Health Assistant III 8/2/18
11. Support Staff Separations
DiMascio, Carol – SRHS, entering DROP 12/1/18
Galasso, Celina – Pelican Island Elementary, resignation 7/28/18
Hanna, Catherine – Osceola Magnet, resignation 5/24/18
Hanna, Teriz – Storm Grove Middle, resignation 7/12/18
Mage, Christine – Glendale Elementary, resignation 5/24/18
Miller, Amber – Curriculum and Instruction, resignation 5/24/18
Scortino, Catherine – VBHS, entering DROP 1/1/2019
Simonton, David – Food and Nutrition Services, resignation 8/14/18
Stansberry, Marianne – Glendale Elementary, retirement 7/27/18
Williams, Delbra – Oslo Middle, entering DROP 8/1/18
12. Support Staff Employment
Burghardt, Ericka – Pelican Island Elementary, ESE Teacher Assistant 8/13/18
Chaney, Lasedric – Gifford Middle, Part-time Custodian (4.2 hours) 8/6/18
Contrera, Louise – Citrus Elementary, Extended Day Curriculum Coordinator 8/13/18
Contrera, Louise – Citrus Elementary, Student Monitor (2 hours) 8/13/18
Forbus, Jeffrey – VBHS, Health Assistant III 8/6/18
Glickstein, Samantha – Vero Beach Elementary, ESE Teacher Assistant 8/13/18
Goodger, Laura – Fellsmere Elementary, Student Monitor (2 hours) 8/13/18
Greenidge, Sharette – Alternative Center for Education, ESE Teacher Assistant 8/13/18
Johnson, Mineka – Beachland Elementary, Health Assistant II 8/2/18
Lewis, Janelle – Vero Beach Elementary, Early Intervention Pre-K ESE Self Care Aide 8/13/18
O'Brien, Brendan – Oslo Middle, Custodian 8/6/18
Saldana, Nancy – Beachland Elementary, Extended Day Program Financial Coordinator 8/13/18
Walker, Julencia – Dodgertown Elementary, Pre-K Self Care Aide 8/13/18
White, Morgan – Wabasso School, ESE Teacher Assistant 8/13/18
13. Administrative Changes
14. Administrative Leaves
15. Administrative Promotions
16. Administrative Transfers
17. Administrative Separations

18. Administrative Employment

Bartman, Rick – Wabasso School, Principal ~~pending background clearance~~ **8/15/18**

Simonton, Traci – Food and Nutrition Services, Director of Food and Nutrition Services
8/15/18

19. Approval of Placement in Instructional Substitute Pool

Collado, Ruth – Human Resources, Substitute Teacher 8/13/18

Davila, Carolina – Human Resources, Substitute Teacher 8/13/18

Farmer, Janet – Human Resources, Substitute Teacher 8/13/18

Festagallo, Alisa – Human Resources, Substitute Teacher 8/13/18

Gehrke, Zachariah – Human Resources, Substitute Teacher 8/13/18

Hanawalt, Gregory – Human Resources, Substitute Teacher 8/6/18

Joseph, Katia – Human Resources, Substitute Teacher 8/13/18

Lambing, Phillip – Human Resources, Substitute Teacher 8/13/18

Niemi, Linda – Human Resources, Substitute Teacher 8/13/18

Pearson, Kayla – Human Resources, Substitute Teacher 8/13/18

Pound, Kiandre'a – Human Resources, Substitute Teacher 8/8/18

Rosa, Melvin – Human Resources, Substitute Teacher 8/13/18

Rizio, Taylor – Human Resources, Substitute Teacher 8/13/18

Snyder, Eric – Human Resources, Substitute Teacher 8/8/18

Stevens, Carol – Human Resources, Substitute Teacher 8/13/18

Stewart, Edwin – Human Resources, Substitute Teacher 8/13/18

Vickery, Carol – Human Resources, Substitute Teacher 8/13/18

Wadsworth, Jane – Human Resources, Substitute Teacher 8/13/18

Warren, Brandi – Human Resources, Substitute Teacher 8/6/18

Zugay, Baily – Human Resources, Substitute Teacher 8/13/18

20. Approval of Placement in Support Staff Substitute Pool

Chaples, Kimberly – Student Services, Substitute Health Assistant 8/13/18

Miller, Marsha – Human Resources, Substitute Teacher Assistant 8/13/18

Wadsworth, Jane – Human Resources, Substitute Teacher Assistant 8/13/18

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AFFILIATION AGREEMENT

This **Affiliation Agreement** (“Agreement”) is made and entered into as of **August 15, 2018** or on the last date approved by either party, whichever is later (the “Effective Date”) and end June 30, 2020 unless terminated as hereinafter provided by and between **The School Board of Indian River County on behalf of Treasure Coast Technical College** (“School”) and **Vero Beach Facility Operations LLC d/b/a Consulate Health Care of Vero Beach** (“Care Center”), for the purpose of providing clinical experience to students enrolled in the School’s Nursing Assistant and Practical Nursing Program (“Program”).

WHEREAS, School is qualified and accredited to offer the Program, has students enrolled in the Program, and desires for its students to obtain clinical experience at the Care Center;

WHEREAS, Care Center is a licensed long term care facility and desires to cooperate with School in the furtherance of the student’s education enrolled in the Program by offering such clinical experience.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and conditions and as a cooperative effort in providing the academic benefits of the clinical experience to students enrolled in the Program, the parties agree as follows:

A. Clinical Education

1. The School and Care Center shall develop a clinical instruction plan (the “Plan”) that identifies specific clinical objectives of the Program. Such objectives will be conducted under supervision and in accordance with the mutually accepted philosophy and objectives of the parties. The Plan shall include, at a minimum:

- (a) the number of students participating in the clinical experience;
- (b) the required number of contact hours;
- (c) the clinical areas to be used by students at the Care Center;
- (d) the scope of duties at Care Center that fall within the educational component of the Program for which students will academically benefit from;
- (e) establish perimeters to ensure the clinical experience is for the benefit of the students; and
- (f) maximum number of excused absences each student shall have.

2. The educational component of the Program shall be under the supervision of School or a faculty member designated by School. Students shall in all circumstances, follow the directives of Care Center with respect to clinical instruction and/or resident care.

3. Students will receive beneficial educational experience in the areas as specified under the Plan and shall, at all times, be under the supervision of a School appointed faculty member and/or a Care Center clinical instructor during the clinical experience.

4. Students assigned for clinical experience shall have met the standards for safety, health and academic ability as set forth herein and by School and Care Center.

5. Students will not replace staff of Care Center. Students will not give care services to residents apart from that rendered for its educational value as part of the Program and in accordance with the Plan.

6. Students will adhere to the rules and regulations of School and any rules and regulations that may be promulgated by Care Center in connection with providing the clinical experience.

7. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Care Center.

8. Students may not have access to the Care Center for anything other than in accordance with the Plan or the Program, unless permission has been obtained from Care Center and supervision is present.

9. Students must obtain prior written approval of School and Care Center before publishing any material relating to the Program or the clinical experience.

10. Students and any assigned School faculty participating in the clinical experience and bound by the terms and conditions set forth in this Agreement shall be referred to as Program Participants.

B. Responsibilities of School

1. School shall assume full responsibility for offering the Program. School shall have a faculty comprised of qualified instructors and administrators necessary for the provisions of the Program. In collaboration with Care Center, School will plan, conduct, and evaluate all clinical instructions and student evaluations.

2. School shall assign only those students who have satisfactorily completed the required course of study up to the current affiliation period, and who have met the standards of safety, health and academic ability as established by School and/or Care Center.

3. In addition to a current physical examination and reports on file with the School for each student, which records shall include at a minimum, evidence that each student is free from contagious disease and does not otherwise present a health hazard to Care Center residents, employees, volunteers or guests prior to his or her participation in the Program, Mantoux Test or evidence that student is free of symptoms of pulmonary disease, if the skin test is positive a chest x-ray following a positive TB test result; Hepatitis-B Vaccine or signed declination and immunization records; and negative drug screening results. The School shall ensure that all students participating pursuant to this Agreement has personal medical/accident health insurance or has signed a verification of personal responsibility for same.

4. School acknowledges and agrees that as a condition of participation by the students in the clinical experience, Care Center shall require a criminal background check of each student in accordance with any and all applicable state laws. The student shall give proof of criminal background checks conducted within thirty (30) days prior to the student's initial assignment at the Care Center, establishing that such individual has no criminal charges currently pending and has not been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, a felony or a crime involving abuse or moral turpitude.

5. Before the start of each student's rotation, School shall provide to Care Center information relevant to student's clinical affiliation, covering level of training and previous clinical experience.

6. School shall maintain general responsibility for didactic instruction, academic evaluation and related academic matters concerning students' participation in the Program.

7. School shall provide specific clinical objectives for students' clinical practice experience and shall work with Care Center to help implement such objectives in the Plan.

8. School and Program Participants shall function within the organizational framework, policies and procedures of Care Center at all times during the term of this Agreement.

9. The School agrees to comply with Section 1150B of the Social Security Act, as established by Section 6703(b)(3) of the Patient Protection and Affordable Care Act, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services issued pursuant to that Title, to the end that, the School agrees to report reasonable suspicions of a crime to the Care Center's Executive Director and self-report the suspicion of a crime to the appropriate governing body and local law enforcement. School will not be retaliated against for reporting suspicion of a crime. The School is solely responsible for advising its Program Participants that their suspicion of a crime is reported to the Executive Director. Reports must be made immediately, but no later than two (2) hours after forming the suspicion, if the event that caused the reasonable suspicion results in serious bodily injury; and in all other cases, no later than 24 hours after forming the suspicion. Serious bodily injury means an injury that involves extreme physical pain, substantial risk of death, protracted loss or impairment of the function of a bodily member, organ, or mental faculty, or an injury requiring medical intervention such as surgery, hospitalization, or physical rehabilitation.

10. School shall require the students to dress in accordance with dress and personal appearance standards approved by School and in accordance with Care Center's standards regarding same. All students shall remain on the Care Center's premises for breaks, including meals. Program Participants shall pay for their own meals at Care Center.

C. Responsibilities of Care Center

1. Care Center will provide the clinical instructions for students enrolled in the Program and planning to participate in the clinical experience so long as its capability and capacity will permit. The parties agree that in order to maintain an environment that provides quality resident care and quality student learning, Care Center shall have the right to determine the number of students available for placement in the clinical experience.

2. Care Center shall provide job shadowing and hands-on resident care opportunities that will allow a student to learn certain functions of a job under the close and constant supervision of Care Center. All resident care will remain the responsibility of the Care Center for the quality of any resident care given by the students of School.

3. Care Center and School acknowledge that Care Center reserves the right to refuse or discontinue admission of any Program Participants who do not meet Care Center's standards for safety, health, and ethical behavior. Care Center may terminate this Agreement immediately upon the occurrence of any of the following events: (i) School or any Program Participant conducting in an unprofessional, unethical or fraudulent manner, and if, in the opinion of Care Center, such conduct is detrimental, in any way, to Care Center's residents or staff, discredits Care Center, or is detrimental to Care Center's reputation, character and standing within the community it serves; (ii) Material breach of this Agreement by School or Program Participant, provided such material breach has not been cured within fifteen (15) days from the date of receipt of a written notice from Care Center, identifying the nature of such breach; (iii) Failure of School to maintain the insurance coverage as required under this Agreement; (iv) Breach by School or Program Participant of the HIPAA/Confidentiality provisions contained herein; and (v) Breach by School of the Federal Health Care Programs provision contained herein.

4. Care Center shall require each Program Participant to sign a Protected Health Information, Confidentiality, and Security Agreement in the form attached hereto as **Exhibit A**, and each original will be kept in Care Center's records. Program Participant and School shall be entitled to a copy.

D. Mutual Responsibilities

1. The parties agree that each shall comply with the requirements mandated in Section 1910.1030 of Title 29 of the Code of Federal Regulations, as the same may be amended from time to time, with regards to potentially infectious materials or Bloodborne Pathogen (hereinafter referred to as the “Statute”). School shall provide information, including but not limited to, training and information related to required personal protective equipment, Hepatitis B and Hepatitis B vaccination information, and forms for Program Participants to sign indicating that each has received the information and is either providing proof that he/she has received the Hepatitis B vaccination series, or signs the form declining the vaccination at the time of signature on the form. School shall provide Care Center with proof of its compliance with the Statute in a form acceptable to Care Center. School shall also provide post-exposure evaluation and follow-up in the event there is an Occupational Exposure, as that term is defined in the Statute. Care Center shall be in compliance with the requirements mandated in the Statute and shall provide a work environment, personal protective equipment that protects Program Participants from the hazards contemplated by the Statute, and on-site training as may be applicable under the Statute. The parties may agree, apart from this Agreement, to each assume responsibility for certain of the requirements imposed by the Statute. Such agreement shall be in writing, signed and acknowledged by the parties to be so bound.

2. To the extent permitted by applicable law and without waiving any defenses, including the defense of sovereign immunity as set forth in Section 768.28, Florida Statutes, School shall indemnify and hold harmless Care Center and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys’ fees, relating to or arising out of any act or omission of the School or any of its Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Care Center shall indemnify School against all liabilities, claims, damages and expenses, including reasonable attorneys’ fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Care Center’s performance of duties hereunder.

E. Term and Termination

1. Term. This Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year, with automatic renewal for successive one (1) year term(s), unless earlier terminated or cancelled in accordance with the termination provisions provided herein below.

2. Termination. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all Program Participants currently enrolled in the Program at Care Center at the time of notice of termination shall be given the opportunity to complete their clinical experience at Care Center which shall not exceed six (6) months. If any termination is a result of a breach in accordance with Section C(3)(i) through C(3)(v), such breach may be cause for immediate termination of the Agreement without continued participation.

F. Representations, Warranties and Covenants

The parties represent, warrant and covenant to the other as follows:

1. Organization and Authority. Each is a duly organized entity, validly existing and in good standing under the laws of its state of organization and has all requisite power and authority to conduct its business as presently conducted. This Agreement has been duly executed and delivered by it and

constitutes a valid and binding obligation enforceable against it in accordance with its terms.

2. Qualifications. Each of the parties, their respective employees, agents, staff or faculty, providing services under this Agreement, possess and at all times during the term of this Agreement current and valid approvals, authorizations, licenses, permits and certifications required by applicable federal and state laws, and local rules and regulations, to perform under this Agreement.

3. Health Care Program Compliance. School represents and warrants to Care Center that the School and its Program Participants participating hereunder: (i) are not currently or at any time during the term of this Agreement will be excluded, debarred, or otherwise ineligible to participate in any federally funded health care program, including Medicare and Medicaid or any state healthcare programs. School agrees to immediately notify the Care Center, in writing, in the event of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. School shall perform periodic run searches against OIG's List of Excluded Individuals and Entities (not less than twice a year) to ensure continued compliance. School agrees that it will reimburse to Care Center an amount equal to any loss (e.g., fine or mandatory reimbursement) incurred by Care Center as a result of the exclusion of School or any of its Program Participants that participated during the term of this Agreement. Should any evidence reveal that School or any of its Program Participants participating, at any time during the term of this Agreement, become excluded or debarred from participation, Care Center may, in its sole discretion, terminate this Agreement immediately as of the date of such exclusion or debarment.

G. Confidential Information

1. Each of the parties herein acknowledge that it, or its employees, agents, staff, faculty or students, may acquire certain information under and in the performance of this Agreement that are proprietary and confidential to Care Center (the "Confidential Information"). Such Confidential Information including any information regarding the Care Center's residents' personal, financial, or medical information of any kind obtained or exposed to during the clinical experience. School and Care Center each agree that it will not disclose and that it will use reasonable efforts, to prevent disclosure by any other person of any Confidential Information, except in accordance with this Agreement or as may be required by law, or upon the prior written consent of Care Center. The parties agree that damages may not be an adequate remedy in the case of a disclosure, and that the non-disclosing party may seek injunctive relief, in addition to any other legal or equitable remedies or damages, to prevent the disclosure of Confidential Information by the other party.

2. In no event shall the residents' records or protected health information or any of the Confidential Information as hereinabove described, be used other than for the purposes set forth in this Agreement. School and Program Participants shall only access records and information that is directly related to the clinical experience, the Plan or the Program and shall use such information in a way that would not violate the requirements of applicable law including the provisions of HIPAA.

3. To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and

the terms of this Agreement. School agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

School shall direct its Program Participants to comply with the policies and procedures of Care Center, including those governing the use and disclosure of Individually Identifiable Health Information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Care Center's protected health information, the Program Participants are defined as members of the Care Center's workforce according to HIPAA, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Care Center.

4. The provisions of this Section G shall survive the termination of this Agreement.

H. Insurance

Each party agrees to maintain, at its own cost and expense, insurance coverage (including general liability, professional liability, and workers compensation) in amounts consistent with industry standards (or as may be required by law) and necessary and reasonable to insure itself and its employees, agents and applicable Program Participants against any claims of any nature, which may arise from the performance of its duties and responsibilities under this Agreement. If any such insurance coverage is on a claims-made basis, in the event the term expires, or is terminated, tail-coverage must be purchased to cover any subsequent claims based on acts or omissions that occurred during the term of this Agreement. Upon execution of this Agreement, and thereafter upon reasonable request by the parties, Care Center and School agree to provide one another with a Certificate of Insurance evidencing said insurance covering such liability with an insurer AM Best rated A or better, and will continue such insurance in force during the term of this Agreement. Further, both parties agree to notify the other party immediately if the aggregate coverage as stated on the Certificate of Insurance is impaired by more than fifty percent (50%). Care Center agrees to indemnify and hold harmless School, and its officers, directors, agents, employees and students, for and on account of any and all claims, liabilities, causes of action, damages, suits, judgments and expenses including without limitation, reasonable attorneys' fees arising out of or related to or in any way connected with the negligent, reckless or intentional acts or omissions of Care Center, and its officers, directors, agents and employees while in the conduct of the Program.

Consulate Health Care of Vero Beach agrees to indemnify and hold harmless the School Board of Indian River County, and its officers, directors, agents, employees and students, for and on account of any and all claims, liabilities, causes of action, damages, suits, judgments and expenses including without limitation, reasonable attorneys' fees arising out of or related to or in any way connected with the negligent, reckless or intentional acts or omissions of Consulate Health Care of Vero Beach, its faculty, employees and/or officers while in the conduct of the program.

Consulate Health Care of Vero Beach and School District of Indian River, Florida shall provide each other with proof of General Liability Insurance:

School District of Indian River, Florida: Each Occurrence \$1,000,000; General Aggregate \$3,000,000.

Consulate Health Care of Vero Beach: Each Occurrence \$300,000; General Aggregate \$300,000.

Consulate Health Care of Vero Beach shall provide a Certificate of Liability Insurance listing "School Board of Indian River County" as an "additional insured" with a thirty (30) day notice of cancellation.

Consulate Health Care of Vero Beach and School District of Indian River, Florida further agree to secure insurance coverage for its own buildings and contents.

Consulate Health Care of Vero Beach and the School District of Indian River, Florida agree to provide adequate Worker's Compensation insurance coverage as required by Chapter 440.F.S..

I. General Provisions

1. Independent Entities. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. The parties' employees, personnel, agents or representatives shall not be construed to be an employee, personnel, agent or representative of the others. The parties have no express or implied rights, nor authority to assume, or create any obligation, or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this Agreement.

2. Non-Exclusive. The parties hereto shall be free to enter into other agreements, such as this Agreement, with other parties, as each deems appropriate for its respective manner of business.

3. Professional/Resident Relationship. No provision of this Agreement shall be construed so as to restrict in any respect any Care Center resident's (or their legal representative's) right to complete freedom of choice as to utilization of the services of School and Program Participants, or any other health professional.

4. Non-Discrimination. The parties agree that there will be no discrimination in the performance of this Agreement against any employee, or agent of, either party, any Program Participant, and any resident or resident of Care Center on the basis of such individual's race, color, religion, sex, sexual preference, age, handicap, disability, national origin or ancestry.

5. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the state or commonwealth where Care Center is located, without regard to conflicts of law provisions thereof.

6. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Assignability. School may not assign any of its obligations, duties, or rights under this Agreement, in whole or in part, without the express prior written consent of Care Center, which consent shall not be unreasonably withheld or delayed.

9. Amendment. This Agreement shall not be amended, altered or modified, except by an instrument in writing duly executed by the parties hereto.

10. Use of Name/Marks. The parties shall have the right to use the name, symbols, trademarks or service marks of each other in press releases, media, advertising or any form of publicity or marketing, provided a written approval of the other party was received prior to any such use.

11. Waiver. A delay or omission by a party to exercise any of its right under this Agreement shall not be construed to be a waiver of such right. No waiver by either of parties hereto of a breach of this Agreement will be deemed a waiver of any subsequent breach.

12. Notices. All notices or other communications hereunder shall be in writing and shall be deemed given; (a) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (b) three (3) days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, to the respective address as follows:

If to School: The School Board of Indian River County
6500 57th Street,
Vero Beach, Florida 32967
Attention: Chairman

If to Care Center: Vero Beach Facility Operations LLC d/b/a Consulate Health Care of
Vero Beach
1310 37th Street
Vero Beach, Florida 32960-48960
Attention: Executive Director

With a copy to: Consulate Health Care
800 Concourse Parkway S.
Maitland, Florida 32751
Attention: Legal Department

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and it supersedes any and all prior written or verbal agreements, commitments or understandings between the parties with respect to the matters provided for herein.

[The remainder of the page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or have caused this Agreement to be executed by a duly authorized representative on their behalf, as of the Effective Date set forth hereinabove.

SCHOOL

CARE CENTER

By: _____

By:  _____

Name: Shawn Frost

Name: Raymondo Weston

Title: Chairman, School Board Indian River County

Title: Executive Director

Attest: _____

Mark Rendell, Ed.D. Superintendent
School Board Indian River County

Exhibit A

Protected Health Information, Confidentiality, Security and Clinical Experience Acknowledgment Agreement

1. Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is written, electronic, or verbal format. PHI is individually identifiable information that includes, but is not limited to, patient's name, account number, birth date, admission and discharge dates, photographs, and health plan beneficiary number.
2. Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
3. Students enrolled in School or College programs or courses and responsible faculty (each a "Program Participant") are given access to patient information. Program Participant will be exposed to PHI during their clinical rotations in healthcare facilities.

Initial each to accept the Policy

Initial

Policy

_____ It is the policy of the School/College and Care Center to keep PHI confidential and secure;

_____ Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity;

_____ Whether at the School/College or at the clinical site, Program Participant is not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear;

_____ Unauthorized removal of any part of original medical records is prohibited. Program Participant may not release or display copies of PHI. Case presentation material will be used in accordance with Care Center's policies;

_____ Program Participant shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients;

_____ Program Participant agrees to follow Care Center's privacy policies; and

_____ Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Care Center's premises.

Elder Justice Act. The Program Participant agrees to comply with Section 1150B of the Social Security Act, as established by Section 6703(b)(3) of the Patient Protection and Affordable Care Act, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services issued pursuant to that Title, to the end that, the Program Participant agrees to report reasonable suspicions of a crime to the Care Center's Executive Director and self-report the suspicion of a crime to the appropriate governing body and local law enforcement. Program Participant will not be retaliated against for reporting suspicion of a crime. The Program Participant is solely responsible for ensuring that a suspicion of a crime is reported to the Executive Director. Reports must be made immediately, but no later than two (2) hours after forming the suspicion, if the event that caused the reasonable suspicion results in serious bodily injury; and in all other cases, no later than 24 hours after forming the suspicion. Serious bodily injury means an injury that involves extreme physical pain, substantial risk of death, protracted loss or impairment of the function of a bodily member, organ, or mental faculty, or an injury requiring medical intervention such as surgery, hospitalization, or physical rehabilitation. Further, the Program Participant indemnifies and holds harmless the Care Center against all claims, losses and damages arising from or relating to the failure to report a suspicion of a crime pursuant to Section 1150B of the Social Security Act.

Clinical Experience. The Program Participant hereby acknowledges that: (A) the clinical experience is an unpaid experience for academic purposes only; (B) Program Participant is not guaranteed a job with Care Center after completing the clinical experience; (C) the training that will be provided is a cooperative activity between the School and the Care Center in accordance with the School's Program and to enhance the clinical experience within the Care Center's environment; and (D) the intent of the clinical experience is to provide students an educational benefit.

I fully understand the intent and purpose of the clinical experience as set forth herein as well as the scope of my duties at Care Center as they pertain to the Program. I hereby acknowledge it is my obligation to promptly report to the Executive Director of Care Center the assignment of any activities which are not to my direct benefit.

I agree to abide by the above policies and other policies at the Care Center. I further agree to keep PHI confidential. I understand that failure to comply with these policies will result in disciplinary actions. I further understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

Signature of Program Participant

Date

Print Name: _____

Signature of Parent or Legal Guardian

Date

If Program Participant is under 18

Print Name: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/29/2017

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Central, Inc. Pittsburgh PA Office Dominion Tower, 10th Floor 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED LV CHC Holdings I, LLC 800 Concourse Parkway S Suite 200 Maitland FL 32751 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570068769393** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			35407086	10/01/2017	10/01/2018	EACH OCCURRENCE	\$300,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$250,000
							GENERAL AGGREGATE	\$300,000
							PRODUCTS - COMP/OP AGG	\$250,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						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						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Misc Med Prof			35407086 Prof Liab / Claims Made	10/01/2017	10/01/2018	Each Incident	\$100,000
							Aggregate	\$1,000,000

Certificate No : 570068769393

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

Vero Beach Facility Operations, LLC dba Consulate Health Care of Vero Beach 1310 37th Street Vero Beach, Fl. 32960 is included as a Named Insured under the captioned policy. RE: Clinical rotations for nursing students at Vero Beach Facility Operations, LLC. School Board of Indian River County is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Vero Beach Facility Operations, LLC dba Consulate Health Care of Vero Beach 1310 37th Street Vero Beach FL 32960 USA	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>Aon Risk Services Central, Inc.</i>

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WABASSO SCHOOL



Dr. Kathrine Pierandozzi, Principal

8895 U.S. Hwy 1, Sebastian, Florida 32958

(772) 978-8000

Date: 7/25/2018
To: School Board Members
From: Dr. Kathrine Pierandozzi 
Regarding: Request for Approval of Donation

A donation of \$1,100.00, was received from the Vero Beach Fraternal Order of the Eagles. The funds are to be used for purchasing educational materials for our classrooms to enrich their academic instruction.

These funds were deposited into the Wabasso School internal funds account entitled General Activities Enrichment General fund.



Dr. Kathrine Pierandozzi, Principal

SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

Telephone: (772) 564-4170 • Fax: (772) 564-4182

Date: August 2, 2018

To: Dr. Mark J. Rendell, Superintendent
School Board Members
Indian River County School District

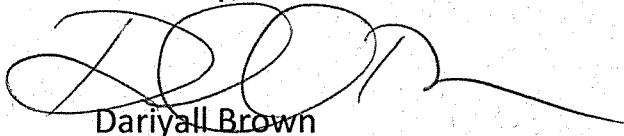
From: Dariyall Brown, Principal
Sebastian River High School

Subject: Request for approval of donation

Sebastian River High School would like to request the approval of a \$1,500.00 donation from Affordable Water & Coffee Service, Inc.

The funds will be used to purchase banners, signs, decals, student tee shirts, stickers, spirit items and pins for students; for the celebration of the 25th Anniversary of Sebastian River High School. These funds were deposited into the Sebastian River High School internal funds account entitled 25th Year Celebration.

Sincerely,



Dariyall Brown

"You Can't Hide That Shark Pride"

Dariyall Brown
Principal
Madison Cama
Guidance Counselor

Kevin Van Brimmer
Assistant Principal
Kim O'Keefe
Guidance Counselor

Michele Holmes
Assistant Principal
Wendy Palmer
Guidance Counselor

Kelly Ward
Assistant Principal
Lynn Phillips
Guidance Counselor

William Wilson III
Assistant Principal
Enrique Valencia
Guidance Counselor



School District of Indian River County

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA AGREEMENT FORM FOR CONTRACTED SERVICES

THIS AGREEMENT, entered into this 10th day of August, 2018, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the “**School Board**”, and Cigna hereinafter referred to as the “**CONTRACTOR**”, is as follows:

1. SCOPE OF WORK

The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform the following:
Nature of Contracted Services: As outlined in Cigna’s response to SDIRC 05-0-2018-JC RFP Group Dental (“RFP Response”) and group policy incorporated herein by reference and made a part of this agreement

2. TERM OF AGREEMENT

The **Contractor** shall commence performance of the Agreement on the 1st day of October, 2018, and shall complete performance per the terms of the RFP Response and group policy no later than the 30th day of September, 2021, with two one year renewal options, at rates to be determined and agreed upon in writing by the parties at the time of renewal. **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

School Board may terminate the group policy at any time by giving Contractor written notice. The effective date of termination will be the later of:

1. The date stated in the notice; or
2. The date Contractor receives the notice.

School Board will be responsible for all premiums due and payable up to the date of termination of the policy.

3. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount noted in the RFP Response and group policy, which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

Payment will be generated by the **School Board's** Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- One lump sum payment monthly based on the monthly rates, as shown on Exhibit A
- Partial payments in the amount of \$ _____ after/before each invoice.
- Please see payment schedule hereto attached and incorporated into this Agreement.

5. COMPENSATION

Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

6. REGULATIONS & ORDINANCES

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

7. ENTIRE AGREEMENT

It is understood and agreed that this Agreement including the RFP Response and the group policy, contains the complete understanding and agreement of the parties. In the event of a conflict between this Agreement and the Policy, the Policy shall control. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

8. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

9. DUTY TO DEFEND

This Agreement relates to the provision of insurance policies by **Contractor** to the **School Board**. In its capacity as insurer, **Contractor** is solely and directly responsible for the defense, settlement and payment of all claims for benefits due under the Policies. The **Contractor** agrees, at its own expense, to defend any suit, action or demand brought against the **School Board** on any claim or demand for benefits arising out of, resulting from or incidental to the Policies issued by **Contractor** to **School Board**. This obligation shall not include any liability or damages resulting from the acts or omission of the **School Board** or its officials, employees or agents.

10. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. Termination of this Agreement pursuant to this paragraph shall be deemed notice of termination of the Policies, which shall thereafter terminate according to their terms. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract, other than premiums due for periods of coverage prior to the effective date of termination of the Policies, as well as the furnishing of such information as **Contractor** may reasonably require in order to administer claims incurred under the Policies while they are in effect.

11. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

12. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

The parties anticipate that the records that would be generated and retained by the **Contractor** will consist of nonpublic personal information relating to claims for benefits under the Policies, which are protected by applicable Privacy Laws, and exempt from public disclosure under Florida's Public Records Laws, Chapter 119, Florida Statutes; and that all other records pertinent to the Agreement, including information relating to the calculation of premium payments due under the policies, will be generated and maintained by the **School Board**. Accordingly, the parties do not anticipate that **Contractor** will maintain on the **School Board's** behalf any records subject to Florida's Public Records Laws. **Contractor** agrees promptly to notify the **School Board** in the event it receives any request for records claimed to be subject to Florida's Public Records Laws, and reasonably to cooperate with the **School Board** with respect to any such requests.

13. PATENTS, COPYRIGHTS AND ROYALTIES

This Agreement relates to the provision of group insurance by **Contractor**. The creation of intellectual property for use

of the **School Board** is not within the scope of this Agreement, and **Contractor** reserves all rights to all inventions or other intellectual property developed by or licensed to **Contractor** prior to or during the term of this Agreement. **Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

14. BACKGROUND SCREENING REQUIREMENTS

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

15. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per **School Board** Rule 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties.

It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

16. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

17. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of The **School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default.

To the extent Cigna proposes to enter into an assignment solely connected to providing group insurance coverage to the **School Board**, we are willing to obtain prior written consent of the **School Board** for the assignment.

18. DEBARMENT

By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

Contractor agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs 18(a) – (e) above, with respect to **Contractor** or its principals.

19. CONDUCT WHILE ON SCHOOL PROPERTY

The **Contractor** acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** Policies and subject to the administrator of designee. It will be considered a breach of this Agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

20. NO WAIVER

Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

21. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

22. NO TAXES

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the

public for the purpose of fund-raising.

23. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or three days after the date placed in the United States mail, postage prepaid, addressed to the receiving party at the address hereinafter specified.

Contractor/Vendor Address. The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor _____
Contact's Name/Title _____ **Attn:** _____
Address: _____

School Board's Address. The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

School Board of Indian River County
 Attn:
Department Finance and Employee Services Department
Department Director Attn: Amy Yeitter
Address: 6500 57th Street
Vero Beach, Florida 32967

And a copy to:

Department Finance and Employee Services Department
Department Director Attn: Meri-De Mercado
Address: 6500 57th Street
Vero Beach, Florida 32967

24. INSURANCE REQUIREMENTS

Contractor shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School Board** of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to the effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **Contractor** shall also comply with insurance requirements set forth therein. **Contractor** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, to the extent that **Contractor** fails to comply with the minimum insurance requirements stated herein, without the prior written consent of the **School Board**, shall constitute a material default under the Agreement.

ENDOR/CONTRACTOR

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY,
FLORIDA**

By: _____
(Signature)

(Name Typed)

(Title)

(Address)

By: _____
(Signature of School Board Chair)

(Name Typed)

(Title)

Date: _____

Date: _____

FEIN (BUSINESS) _____

SS# (INDIVIDUAL) _____

TELEPHONE / FAX NUMBER

CONTACT EMAIL ADDRESS

Exhibit A

CIGNA DENTAL PLAN PREMIUM RATES
Effective October 1, 2018 through September
30, 2021*

Cigna Dental Low

EE Only	\$29.59
EE + Spouse	\$63.40
EE + Child(ren)	\$59.33
EE + Family	\$93.34

Cigna Dental High

EE Only	\$34.49
EE + Spouse	\$73.88
EE + Child(ren)	\$69.14
EE + Family	\$108.75

Cigna DHMO

EE Only	\$20.08
EE + Spouse	\$34.47
EE + Child(ren)	\$34.71
EE + Family	\$50.01

*Maximum 6% increase for Plan Years 4 & 5.

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THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA AGREEMENT FORM FOR CONTRACTED SERVICES

THIS AGREEMENT, entered into this 9th day of August 2018, by Cigna, and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the “**School Board**”, and Life Insurance Company of North America, hereinafter referred to as the “**CONTRACTOR**”, is as follows:

1. SCOPE OF WORK

The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform the following: Nature of Contracted Services: As outlined in the Cigna’s response to SDIRC 10-0-2018-JC RFP Group Short-Term and Long-Term Disability (“RFP Response”) and group policy incorporated herein by reference and made a part of this agreement

2. TERM OF AGREEMENT

The **Contractor** shall commence performance of the Agreement on the 1st day of October, 2018, and shall complete performance per the terms of the RFP Response and group policy no later than the 30th day of September, 2021, with two one year renewal options, at rates for the first and second year of the renewal options to be determined and agreed upon in writing by the parties at the time of renewal. The insurance policies to be issued pursuant to this Agreement shall remain in effect until terminated according to their terms by either party.

3. COMPENSATION

The **School Board** shall pay premiums on a monthly basis at the premium rates specified in the Policies. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

Payment will be generated by the **School Board's** Accounts Payable Department on a monthly basis within the grace periods shown in the policies. Payment will be made as indicated below:

X One lump sum payment monthly based on the monthly rates, as shown on Exhibit A

5. REGULATIONS & ORDINANCES

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

6. CONFIDENTIALITY OF RECORDS

It is understood that, in connection with its performance of this Agreement, **Contractor** may come into possession of nonpublic information relating to employees of the **School Board**. Such information is subject to protections under various applicable state and federal insurance privacy laws, including without limitation the Gramm-Leach-Bliley Financial Services Modernization Act of 1999 (collectively, “Privacy Laws”). **Contractor** agrees that, in its performance of services, it shall obtain, maintain, use and disclose such nonpublic personal information only in compliance with applicable Privacy Laws.

7. ENTIRE AGREEMENT

It is understood and agreed that this Agreement including Purchase Order Terms & Conditions and the Policies, contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

8. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a federal or state court of competent jurisdiction in Indian River

County. All parties shall be responsible for their own attorneys' fees.

9. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

Intentionally omitted.

10. DUTY TO DEFEND

This Agreement relates to the provision of insurance policies by **Contractor** to the **School Board**. In its capacity as insurer, **Contractor** is solely and directly responsible for the defense, settlement and payment of all claims for benefits due under the Policies. The **Contractor** agrees, at its own expense, to defend any suit, action or demand brought against the **School Board** on any claim or demand for benefits arising out of, resulting from or incidental to the Policies issued by **Contractor** to **School Board**. This obligation shall not include any liability or damages resulting from the acts or omission of the **School Board** or its officials, employees or agents.

11. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. Termination of this Agreement pursuant to this paragraph shall be deemed notice of termination of the Policies, which shall thereafter terminate according to their terms. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract, other than premiums due for periods of coverage prior to the effective date of termination of the Policies, as well as the furnishing of such information as **Contractor** may reasonably require in order to administer claims incurred under the Policies while they are in effect.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

13. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

The parties anticipate that the records that would be generated and retained by the **Contractor** will consist of nonpublic personal information relating to claims for benefits under the Policies, which are protected by applicable Privacy Laws, and exempt from public disclosure under Florida's Public Records Laws, Chapter 119, Florida Statutes; and that all other records pertinent to the Agreement, including information relating to the calculation of premium payments due under the policies, will be generated and maintained by the **School Board**. Accordingly, the parties do not anticipate that **Contractor** will maintain on the **School Board's** behalf any records subject to Florida's Public Records Laws. **Contractor** agrees promptly to notify the **School Board** in the event it receives any request for records claimed to be subject to Florida's Public Records Laws, and reasonably to cooperate with the **School Board** with respect to any such requests.

14. PATENTS, COPYRIGHTS AND ROYALTIES

This Agreement relates to the provision of group insurance by **Contractor**. The creation of intellectual property for use of the **School Board** is not within the scope of this Agreement, and **Contractor** reserves all rights to all inventions or other intellectual property developed by or licensed to **Contractor** prior to or during the term of this Agreement. **Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all

royalties or costs arising from the use of such design, device or materials in any way involved in the work.

15. BACKGROUND SCREENING REQUIREMENTS

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

16. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per **School Board** Rule 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties.

It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

17. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Cone of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

18. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of The **School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default.

19. DEBARMENT

By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

Contractor agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs 18(a) – (e) above, with respect to **Contractor** or its principals.

20. CONDUCT WHILE ON SCHOOL PROPERTY

The **Contractor** acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** Policies and subject to the administrator of designee. It will be considered a breach of this Agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

21. NO WAIVER

Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

22. NON-DISCRIMINATION

The parties shall not discriminate against any employee in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin. **Contractor** shall comply with all nondiscrimination laws applicable to its insurance policies and related business practices including Florida Statutes §626.9541.

23. NO TAXES

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

24. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

Contractor/Vendor Address. The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor	Life Insurance Company of North America
Contact's Name/Title	Attn. Crina Susman, Senior Client Manager
Address:	1571 Sawgrass Corporate Parkway Sunrise, Florida 33323

With a copy to:	Life Insurance Company of North America
	Attn. Senior Counsel, Cigna Legal, Group Insurance
	1601 Chestnut Street, TL7LI Philadelphia, PA 19192

School Board's Address. The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

School Board of Indian River County
Attn:

With a copy to:

Department	Finance and Employee Services Department
Department Director	Attn: Amy Yeitter Address: 6500 57th Street
	<u>Vero Beach, Florida 32967</u>

And a copy to:

Department	<u>Finance and Employee Services Department</u>
Department Director	Attn: Meri-De Mercado
Address:	<u>6500 57th Street</u> Vero Beach, Florida 32967

25. INSURANCE REQUIREMENTS

Contractor shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School Board** of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **Contractor** shall also comply with insurance requirements set forth therein. **Contractor** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, to the extent that **Contractor** fails to comply with the minimum insurance requirements stated herein, without the prior written consent of the **School Board**, shall constitute a material default under the Agreement.

LIFE INSURANCE COMPANY OF NORTH AMERICA

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY,
FLORIDA**

By: _____

(Signature)

(Name Typed)

(Title)

(Address)

By: _____

(Signature of School Board Chair)

Shawn Frost

(Name Typed)

Board Chairman

(Title)

Date: _____

Date: _____

FEIN (BUSINESS) 23-1503749

954-809-4070

TELEPHONE / FAX NUMBER

Crina.Susman@cigna.com

CONTACT EMAIL ADDRESS

Exhibit A

Short-Term Disability and Long-Term Disability
Rates are effective October 1, 2018 through September 30, 2021

CIGNA SHORT TERM DISABILITY MONTHLY PREMIUM RATES/\$100

	Option 1	Option 2	Option 3
<20	\$5.46	\$4.97	\$3.27
20-24	\$5.46	\$4.97	\$3.27
25-29	\$5.87	\$5.52	\$4.02
30-34	\$5.18	\$4.57	\$3.27
35-39	\$4.09	\$3.68	\$2.80
40-44	\$4.02	\$3.34	\$2.59
45-49	\$3.89	\$3.34	\$2.80
50-54	\$4.64	\$4.02	\$3.61
55-59	\$6.55	\$5.18	\$4.50
60-64	\$7.98	\$6.27	\$5.18
65-69	\$8.66	\$7.16	\$5.39
70-74	\$8.66	\$7.16	\$5.39
75-79	\$8.66	\$7.16	\$5.39
80-84	\$8.66	\$7.16	\$5.39
85-89	\$8.66	\$7.16	\$5.39
90-94	\$8.66	\$7.16	\$5.39
95-99	\$8.66	\$7.16	\$5.39

CIGNA LONG TERM DISABILITY MONTHLY PREMIUM RATES/\$100

	Rate
<20	\$0.164
20-24	\$0.164
25-29	\$0.211
30-34	\$0.403
35-39	\$0.630
40-44	\$0.942
45-49	\$1.268
50-54	\$1.749
55-59	\$1.863
60-64	\$1.965
65-69	\$2.042
70-74	\$1.550
75-79	\$1.550
80-84	\$1.550
85-89	\$1.550

90-94	\$1.550
95-99	\$1.550

Rates are guaranteed for three years, subject to the provisions of the Group Policy.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA AGREEMENT FORM FOR CONTRACTED SERVICES

THIS AGREEMENT, entered into this 9th day of August, 2018, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "**School Board**", and STANDARD INSURANCE COMPANY hereinafter referred to as the "**CONTRACTOR**", is as follows:

1. SCOPE OF WORK

The Contractor shall, in a satisfactory and proper manner, perform the following: Nature of Contracted Services: As outlined in the Standard's response to SDIRC 09-0-2018-JC RFP Group Life, Accidental Death & Dismemberment (AD&D) and Voluntary Life ("RFP Response") and group policy incorporated herein by reference and made a part of this agreement

2. TERM OF AGREEMENT

The **Contractor** shall commence performance of the Agreement on the 1st day of October, 2018, and shall complete performance per the terms of the RFP Response and group policy no later than the 30th day of September, 2021, with two one-year renewal options, at rates to be determined and agreed upon in writing by the parties at the time of renewal. **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

School Board may terminate the group policy at any time by giving The Standard written notice. The effective date of termination will be the later of:

1. The date stated in the notice; or
2. The date Contractor receives the notice.

School Board will be responsible for all premiums due and payable up to the date of termination of the policy.

3. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount noted in the RFP Response and group policy, which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

Payment will be generated by the **School Board's** Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- One lump sum payment monthly based on the monthly volume and the rates, as shown on Exhibit A
- Partial payments in the amount of \$ after/before each invoice.
- Please see payment schedule hereto attached and incorporated into this Agreement.

5. REGULATIONS & ORDINANCES

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

6. ENTIRE AGREEMENT

It is understood and agreed that this Agreement, including the RFP Response and the group policy, contains the complete

understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

7. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees. Provided, however, this section shall not be interpreted to apply to disputes arising from an adverse benefit determination under The Standard's group insurance policies.

8. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

Contractor shall, in addition to any other obligation to indemnify the **School Board** of Indian River County, Florida, protect, defend, indemnify and hold harmless the **School Board**, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of in whole or part from any actual or alleged act or omission of the **Contractor**, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **Contractor** in the performance of the work; or liens, claims or actions made by the **Contractor** or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement. Contractor shall only indemnify School Board to the extent of its actual liability.

9. DUTY TO DEFEND

The **Contractor** agrees, at its own expense, and upon written request by the **Board**, to defend any suit, action or demand brought against the **School Board** on any claim or demand arising out of, resulting from or incidental to **Contractor's** performance under this Agreement, under the following circumstances:

If the lawsuit involves a claim for benefits under The Standard's insurance policies and names The Standard as a defendant, The Standard will choose and pay for defense counsel.

If the lawsuit names the **School Board** (as plan sponsor) or the plan itself, The Standard will defend and indemnify the **School Board**, but only in regard to The Standard's actions under the group policy, The Standard will choose and pay for defense counsel.

10. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract.

School Board may terminate the group policy at any time by giving The Standard written notice. The effective date of termination will be the later of:

1. The date stated in the notice; or,
2. The date the contractor receives the notice.

School Board will be responsible for all premiums due and payable up to the date of termination of the policy.

11. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

12. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the **Contractor** which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b) (1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records that are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

The Standard agrees to abide by law applicable to us and to the products we provide. We will retain and disclose records pursuant to applicable law. Further, this section shall not apply to The Standard's proprietary records created in the ordinary course of The Standard's business, including, but not limited to, claim, sales and underwriting files, which are the property of The Standard. The Standard will share and/or transfer data and records consistent with applicable law.

The Standard will permit **School Board** or an agreed-upon, third-party auditor (not a competitor) to perform audits of pertinent books and records. We require audits to be conducted at one of The Standard's primary business locations and be subject to applicable privacy and confidentiality laws and The Standard's internal privacy and confidentiality policies and procedures. Access to claim records requires written authorization from the insured.

Prior to the audit, we will hold a discussion between all parties (client, third-party auditor and The Standard) to determine the desired process, as well as the amount of staff time required. If the third-party auditor anticipates a charge for time based on the audit request, we will discuss these fees and agree to terms prior to any onsite visit.

13. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The **School Board** of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. **Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the **School Board** from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

14. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board**

Policies as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County.

Additionally, **Contractor** agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and **School Board** Policies.

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

Contractor agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

The Standard conducts criminal background checks on all applicants after making a conditional offer of employment. Current employees are required to report all misdemeanor and felony convictions in writing to the employee's supervisor and the Human Resources Department within five (5) calendar days of the conviction, and also required to complete an annual certification with respect to certain types of crimes.

The Standard reviews any criminal convictions of applicants and employees and will exclude individuals from employment in accordance with applicable federal, state and local laws.

If a Standard employee were to provide services at **School Board** site, The Standard would, at **School Board's** direction, consent to requiring that the individual submit to additional background screening per Section 14. Standard will only provide a list of employees who have completed background checks where said employees are providing services at **School Board** site.

15. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per **School Board Rule 1113**, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties.

It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

16. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Cone of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

17. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of The **School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default.

To the extent The Standard proposes to enter into an assignment solely connected to providing group insurance coverage to the **School Board**, we are willing to obtain prior written consent of the **School Board** for the assignment.

18. DEBARMENT

By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the **School Board** pursuant to School Board policy 6320.

Contractor agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs 18(a) – (e) above, with respect to **Contractor** or its principals.

19. DAVIS-BACON ACT LABOR STANDARDS

The **Contractor** shall comply with all applicable provisions of 40 U.S.C. §276a to 276a-7, the Davis-Bacon Act, as

supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

20. CONDUCT WHILE ON SCHOOL PROPERTY

The **Contractor** acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** Policies and subject to the administrator of designee. It will be considered a breach of this Agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

21. NO WAIVER

Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

22. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

23. NO TAXES

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

24. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

Contractor/Vendor Address. The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor	Standard Insurance Company
Contact	Attn: Holley Franklin, VP Chief Legal
Officer and Corporate Secretary	
Address	900 SW 5th Avenue, Portland, OR 97204

School Board's Address. The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

School Board of Indian River County
Attn:

Department Finance and Employee Services Department
Department Director Attn: Amy Yeitter
Address: 6500 57th Street
Vero Beach, Florida 32967

With a copy to:

Department Finance and Employee Services Department
Department Director Attn: Meri-De Mercado
Address: 6500 57th Street
Vero Beach, Florida 32967

25. INSURANCE REQUIREMENTS

Contractor shall provide evidence of insurance as noted in the RFP Response. Upon request, "The **School Board** of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured in said policies. Prior to effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **Contractor** shall also comply with insurance requirements set forth therein. **Contractor** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the **School Board**, shall constitute a material default under the Agreement.

VENDOR/CONTRACTOR

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY,
FLORIDA**

By: Graeme Queen
(Signature)

By: _____
(Signature of School Board Chair)

Graeme Queen

2nd VP Strategic Account Services
(Name Typed)

(Name Typed)

900 SW 5th Ave

Portland, OR 97204
(Address)

(Title)

Date: 08/09/2018

Date: _____

FEIN (BUSINESS)

93-0242990

971-321-2529

TELEPHONE / FAX NUMBER

Graeme.Queen@standard.com

CONTACT EMAIL ADDRESS

The 2018 Florida Statutes

[Title XLVI](#)
CRIMES

[Chapter 874](#)

[View Entire Chapter](#)

CRIMINAL GANG ENFORCEMENT AND PREVENTION

874.03 Definitions.— As used in this chapter:

- (1) "Criminal gang" means a formal or informal ongoing organization, association, or group that has as one of its primary activities the commission of criminal or delinquent acts, and that consists of three or more persons who have a common name or common identifying signs, colors, or symbols, including, but not limited to, terrorist organizations and hate groups.
- (a) As used in this subsection, "ongoing" means that the organization was in existence during the time period charged in a petition, information, indictment, or action for civil injunctive relief.
- (b) As used in this subsection, "primary activities" means that a criminal gang spends a substantial amount of time engaged in such activity, although such activity need not be the only, or even the most important, activity in which the criminal gang engages.
- (2) "Criminal gang associate" means a person who:
- (a) Admits to criminal gang association; or
- (b) Meets any single defining criterion for criminal gang membership described in subsection (3).
- (3) "Criminal gang member" is a person who meets two or more of the following criteria:
- (a) Admits to criminal gang membership.
- (b) Is identified as a criminal gang member by a parent or guardian.
- (c) Is identified as a criminal gang member by a documented reliable informant.
- (d) Adopts the style of dress of a criminal gang.
- (e) Adopts the use of a hand sign identified as used by a criminal gang.
- (f) Has a tattoo identified as used by a criminal gang.
- (g) Associates with one or more known criminal gang members.
- (h) Is identified as a criminal gang member by an informant of previously untested reliability and such identification is corroborated by independent information.
- (i) Is identified as a criminal gang member by physical evidence.
- (j) Has been observed in the company of one or more known criminal gang members four or more times. Observation in a custodial setting requires a willful association. It is the intent of the Legislature to allow this criterion to be used to identify gang members who recruit and organize in jails, prisons, and other detention settings.
- (k) Has authored any communication indicating responsibility for the commission of any crime by the criminal gang.

Where a single act or factual transaction satisfies the requirements of more than one of the criteria in this subsection, each of those criteria has thereby been satisfied for the purposes of the statute.

- (4) "Criminal gang-related activity" means:
- (a) An activity committed with the intent to benefit, promote, or further the interests of a criminal gang, or for the purposes of increasing a person's own standing or position within a criminal gang;
- (b) An activity in which the participants are identified as criminal gang members or criminal gang associates acting individually or collectively to further any criminal purpose of a criminal gang;
- (c) An activity that is identified as criminal gang activity by a documented reliable informant; or
- (d) An activity that is identified as criminal gang activity by an informant of previously untested reliability and such identification is corroborated by independent information.
- (5) "Electronic communication" has the meaning provided in s. [934.02](#) and includes, but is not limited to, photographs, video, telephone communications, text messages, facsimile, electronic mail messages as defined in s. [668.602](#), and instant message real-time communications with other individuals through the Internet or other means.
- (6) "Hate group" means an organization whose primary purpose is to promote animosity, hostility, and malice against a person or persons or against the property of a person or persons because of race, religion, disability, sexual orientation, ethnicity, or national origin.
- (7) "Terrorist organization" means any organized group engaged in or organized for the purpose of engaging in terrorism as defined in s. [775.30](#). This definition shall not be construed to prevent prosecution under this chapter of individuals acting alone.

FLORIDA DEPARTMENT OF EDUCATION
 DOE INFORMATION DATABASE REQUIREMENTS VOLUME I:
 AUTOMATED STUDENT INFORMATION SYSTEM
 AUTOMATED STUDENT DATA ELEMENTS

Year: 2018-19

Data Element Number: 139025

Data Element Name: Incident, Gang-Related

A code indicating whether or not the incident was gang related.

Code	Definition/Example
N	No
Y	Yes
Z	Use this code for (UBL) Unsubstantiated Bullying and (UHR) Unsubstantiated Harassment.

NOTE: Incident is gang related if gang affiliation/association caused the incident or was a contributing factor to action that happened during the incident. For example, an incident of vandalism or robbery might be a part of an initiation into a gang or a fight might be caused by group rivalry. Report an incident as gang related only if you are sure that gang affiliation/association contributed to that incident. Factors to be considered when determining whether the incident is gang related include, but are not limited to the following: A gang is a somewhat organized group of some duration, sometimes characterized by turf concerns, symbols, special dress or colors. The group is recognized as a gang by its members and others. One or more of those involved in the incident admits to gang affiliation/association or admits that gang affiliation/association was a contributing factor to the incident. One or more of those involved was identified by his/her parents as a gang member/associate. One or more involved were wearing clothing, tattoos, or a style of dress "known" to be associated with gang(s). Students/witnesses to the incident alleged that the incident or one or more of those involved in the incident was gang related or affiliated/associated with a gang. The determination of whether or not the incident was gang related should be based on a reasonable interpretation of the totality of the circumstances.

Length: 1

Data Type: Alphabetic

Year Implemented: 9596

State Standard: No

Use Types:

State Reporting: Yes

Local Accountability: Yes

FASTER: No

Migrant Tracking: No

Required Grades: KG-12

Programs Required:

All Programs

Formats Required:

School Environmental Safety Incident Report DB9 42x

Surveys Required:

Survey 2 Yes

	punishment as would have been received by the wrongly accused individual. The Principal may adjust the consequence after considering the circumstances of misdirected staff time and damage to the wrongly accused staff member.
False Fire Alarm (district)	Activating a fire alarm system or equipment (such as fire extinguishers, hoses, or sprinklers) when there is no fire or legitimate emergency.
Fighting (district)	Participating in an altercation involving physical violence in which individuals may or may not sustain minor personal injury.
Fighting*	Two or more persons mutually participating in the use of force or physical violence that requires physical restraint or results in injury.
FOCUS	School District Informational platform.
Functional Behavior Assessment (FBA)	A process that identifies specific target behavior, the purpose of the behavior, and what factors maintain behavior interfering with the student's educational progress.
Gambling	Any participation in games or activities of chance for money or items of value. *May refer to other Major SESIR.
Gang (Criminal Gang)	Florida Statute 874.03 Defines "Criminal gang" as "a formal or informal ongoing organization, association, or group that has as one of its primary activities the commission of criminal or delinquent acts, and that consists of three or more persons who have a common name or common identifying signs, colors, or symbols, including, but not limited to, terrorist organizations and hate groups".
Gang-Related Activity*	An incident is gang-related if gang affiliation/association caused the incident or was a contributing factor to action that happened during the incident. For example, an incident of vandalism or robbery might be part of an initiation into a gang or a fight might be caused by group rivalry. Report an incident as gang-related only if evidence exists that gang affiliation/association contributed to that incident. Factors to be considered when determining whether the incident is gang-related include, but are not limited to the following: A gang is a somewhat organized group of some duration, sometimes characterized by turf concerns, symbols, special dress or colors. The group is recognized as having one of its primary activities, the commission of one or more criminal acts and a gang by its members and others. One or more of those involved in the incident admits to gang affiliation/association or admits that gang affiliation/association was a contributing factor to the incident. One or more involved were wearing clothing, tattoos, or a style of dress "known" to be associated with gangs. Students/witnesses to the incident alleged that the incident or one or more of those involved in the incident was gang-related or affiliated/associated with a gang. The determination of whether or not the incident was gang-

	<p>related should be based on a reasonable interpretation of the totality of the circumstances.</p> <p>Gang Symbol: A visual way gang members identify their affiliation. This can take many forms including slogans, gang graffiti, hand signs, gang initials code words and numbers, bandanas, and any other marking or images that represents gang affiliation.</p>
	<p>(left blank intentionally)</p>
<p>Harassment**</p>	<p>Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:</p> <ol style="list-style-type: none"> 1. Places a student or school employee in reasonable fear of harm to person or damage to property 2. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits 3. Has the effect of substantially disrupting the orderly operation of a school <p>Harassment also encompasses:</p> <ol style="list-style-type: none"> 1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment (reporting an act of bullying or harassment that is not made in good faith is considered retaliation) 2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by: <ol style="list-style-type: none"> a) Incitement or coercion b) Accessing, or knowingly and willingly causing or providing access to data or computer software, through a computer, computer system, or computer network within the scope of the district school system c) Acting in a manner that has an effect substantially similar to the effect of bullying or harassment
<p>Hazing*</p>	<p>Any action or situation that endangers the mental or physical health or safety of a student for purposes including</p>

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM

A) Name of Eligible Recipient/Fiscal Agent: Indian River County School District

B) DOE Assigned Project Number: _____

C) TAPS Number: 19A120

(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) \$	(6) ALLOCATED to this PROJECT	(7) E DOE USE ONLY	(8) E DOE USE ONLY	(9) NECESSARY DOE USE ONLY
5100	360	Rentals - Software licenses (Panorama Education) to support On Campus Intervention (OCI), Social and Emotional Learning (SEL), and the Multi-Tiered Systems of Support (0	25,000.00	100%			
5100	510	Supplies - Lab materials and supplies to support Science, Technology, Engineering, the Arts, and mathematics (STEAM) education; biology and chemistry STEAM kits; microscopes slides; consumables	0	7,907.79	100%			
5100	510	Supplies -To support On Campus Intervention (OCI) and Social and Emotional Learning (SEL) consumables/paper/markers/post-its/restorative justice and SEL literature	0	7,272.06	100%			
5100	642	Non-capitalized Furniture, Fixtures, and Equipment - cordless microscopes, digital microscopes, electronic scale, hot plates, lab carts	0	10,000.00	100%			
6110	130	Salaries - .6 Social Worker to support OCI and SEL	0.6	31,626.00	100%			
6110	210	Retirement FRS @ 8.26% - Social Worker	0	2,612.31	100%			
6110	220	Social Security FICA @ 7.65% -Social Worker	0	2,419.39	100%			
6110	230	Insurance @ \$6,568.00 - Social Worker	0	3,941.28	100%			
6110	240	Workers Compensation @ 1.47% - Social	0	464.90	100%			
6300	130	Salaries - Performance Data Analyst to analyze data to support MTSS	1	74,609.00	100%			
6300	210	Retirement FRS @ 8.26% - Performance Data Analyst	0	6,162.70	100%			
6300	220	Social Security FICA @ 7.65% - Performance Data Analyst	0	5,707.59	100%			
6300	230	Insurance @ \$6,568.00 - Performance Data Analyst	0	6,568.00	100%			
6300	240	Workers Compensation @ 1.47% - Performance Data Analyst	0	367.50	100%			
6400	130	Salaries -Teacher on Assignment to support STEAM education	1	63,909.00	100%			
6400	210	Retirement FRS @ 8.26% - Teacher on Assignment - STEAM	0	5,278.88	100%			
6400	220	Social Security FICA @ 7.65% - Teacher on Assignment - STEAM	0	4,889.04	100%			
6400	230	Insurance @ \$6,568.00 - Teacher on	0	6,568.00	100%			
6400	240	Workers Compensation @ 1.47% - Teacher on Assignment	0	926.68	100%			
6400	310	Other Purchased Services -Professional Technical Services/Consultants -Panorama Education	0	7,500.00	100%			
6400	330	Travel - local travel and travel to conferences related to topics such as MTSS, data analysis, instructional pedagogy, and STEAM for Title IV funded Performance Data Analyst and Teacher on Assignment	0	6,000.00	100%			
7200	790	Indirect cost @ 5.82% Plan B	0	16,668.39	100%			
D) TOTAL				\$	296,398.51			



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FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM

A) Name of Eligible Recipient/Fiscal Agent: Indian River County School District

B) DOE Assigned Project Number: _____

C) TAPS Number: 19A120

(1)	(2)	(3)	(4)	(5)	(6)
FUNCTION	OBJECT	ACCOUNT TITLE AND NARRATIVE	FTE POSITION		ALLOCATED to this PROJECT
5100	360	Rentals - Software licenses (Panorama Education) to support On Campus Intervention (OCI) , Social and Emotional Learning (SEL), and the Multi-Tiered Systems of Support (MTSS)	0	\$ 25,000.00	100%
5100	510	Supplies - Lab materials and supplies to support Science, Technology, Engineering, the Arts, and mathematics (STEAM) education; biology and chemistry STEAM kits; microscopes slides; consumables	0	\$ 7,907.79	100%
5100	510	Supplies -To support On Campus Intervention (OCI) and Social and Emotional Learning (SEL) consumables/paper/markers/post-its/restorative justice and SEL literature	0	\$ 7,272.06	100%
5100	642	Non-capitalized Furniture, Fixtures, and Equipment - cordless microscopes, digital microscopes, electronic scale, hot plates, lab carts	0	\$ 10,000.00	100%
6110	130	Salaries - .6 Social Worker to support OCI and SEL	0.6	\$ 31,626.00	100%
6110	210	Retirement FRS @ 8.26% - Social Worker	0	\$ 2,612.31	100%
6110	220	Social Security FICA @ 7.65% -Social Worker	0	\$ 2,419.39	100%
6110	230	Insurance @ \$6,568.00 - Social Worker	0	\$ 3,941.28	100%
6110	240	Workers Compensation @ 1.47% - Social	0	\$ 464.90	100%
6300	130	Salaries - Performance Data Analyst to analyze data to support MTSS	1	\$ 74,609.00	100%
6300	210	Retirement FRS @ 8.26% - Performance Data Analyst	0	\$ 6,162.70	100%
6300	220	Social Security FICA @ 7.65% - Performance Data Analyst	0	\$ 5,707.59	100%
6300	230	Insurance @ \$6,568.00 - Performance Data Analyst	0	\$ 6,568.00	100%
6300	240	Workers Compensation @ 1.47% - Performance Data Analyst	0	\$ 367.50	100%
6400	130	Salaries -Teacher on Assignment to support STEAM education	1	\$ 63,909.00	100%

6400	210	Retirement FRS @ 8.26% - Teacher on Assignment - STEAM	0	\$ 5,278.88	100%
6400	220	Social Security FICA @ 7.65% - Teacher on Assignment - STEAM	0	\$ 4,889.04	100%
6400	230	Insurance @ \$6,568.00 - Teacher on Assignment	0	\$ 6,568.00	100%
6400	240	Workers Compensation @ 1.47% - Teacher on Assignment	0	\$ 926.68	100%
6400	310	Other Purchased Services -Professional Technical Services/Consultants -Panorama Education	0	\$ 7,500.00	100%
6400	330	Travel - local travel and travel to conferences related to topics such as MTSS, data analysis, instructional pedagogy, and STEAM for Title IV funded Performance Data Analyst and Teacher on Assignment	0	\$ 6,000.00	100%
7200	790	Indirect cost @ 5.82% Plan B	0	\$ 16,668.39	100%
D) TOTAL				\$ 296,398.51	

DOE 101S- Print version - Page 1 of 2

July 2015



Mission: To protect, promote & improve the health of all people in Florida through integrated state, county, and community efforts.

2018 – 2020 School Health Services Plan

for

Indian River **County**

Due by September 15, 2018

E-mail Plan as an Attachment to:

HSF.SH_Feedback@flhealth.gov

2018 - 2020 School Health Services Plan Signature Page

My signature below indicates that I have reviewed and approved the 2018 - 2020 School Health Services Plan and its local implementation strategies, activities, and designations of local agency responsibility as herein described:

Position	Name and Signature	Date
Local Department of Health Administrator / Director	Miranda C. Hawker, MPH	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
Local Department of Health Nursing Director	Avie Rose Parker, BSN, RN	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
Local Department of Health School Health Coordinator	Sylvia Auld, BSN, RN	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Board Chair Person	Shawn R. Frost	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School District Superintendent	Dr. Mark J. Rendell	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School District School Health Coordinator	Georgann Gergora, MBA/MHA, RN	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Health Advisory Committee Chairperson	Leslie Spurlock	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Health Services Public / Private Partner		
	<i>Printed Name</i>	

Signature

Date

SUMMARY – SCHOOL HEALTH SERVICES PLAN 2018–2020

Statutory Authority: Section 381.0056, Florida Statute (F.S.) requires each local Department of Health to develop, jointly with the school district and school health advisory committee, a School Health Services Plan (referred herein as the “Plan”) that outlines the provisions and responsibilities to provide mandated health services in all public schools. Chapter 64F-6.002, Florida Administrative Code (F.A.C.) requires the plan to be completed biennially.

The Plan format is arranged in 3 parts relating to the services provided and funding streams, as follows:

- Part I: Basic School Health Services - General school health services which are available to all students in Florida’s public and participating non-public schools in all 67 school districts.
- Part II: Comprehensive School Health Services – include increased services in section 381.0057, Florida Statutes, for student health management, interventions and classes. These services promote student health; reduce high-risk behaviors and their consequences (substance abuse, unintentional/intentional injuries, and sexually transmitted diseases); provide pregnancy prevention classes and interventions; and provide support services to promote return to school after giving birth.
- Part III: Health Services for Full Service Schools (FSS) – Includes basic school health services and additional specialized services that integrate education, medical, social and/or human services such as nutrition services, basic medical services, aid to dependent children (temporary assistance for needy families (TANF)), parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parents or guardian, and adult education to meet the needs of the high-risk student population and their families. These services are required of schools as defined in section 402.3026, Florida Statutes.

The Plan contains 4 columns, as follows:

- Column 1 –Requirements and References. This column includes Florida Statutes, Administrative Codes and references demonstrating best practices related to school health.
- Column 2 – Program Standards. This column provides specific requirements related to the statutes, administrative code and references listed in Column 1.
- Column 3 – Local Agency(s) Responsible. The local agencies (Department of Health, Educational Agency (LEA), and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 – Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.

Requirements/References	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities
<p>1. School Health Services Plan; District Wellness Policy; Comprehensive School Health Services; Full Service Schools: School Health Services Act: s. 381.0056, F.S.; Chapter 64F-6.002, F.A.C.; Florida Nurse Practice Act: Chapter 464 Nursing Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010); ss. 1003.453, F.S., 381.0057, F.S., 402.3026, F.S.</p>	<p>1a. Each local school health services plan shall be completed biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.</p>	<p>County Health Department (CHD and Local Educational Agency (LEA) School Health Staff, School Health Advisory SHAC</p>	<p>CHD School Health Nursing Supervisor facilitates the School Health Plan development jointly with the school district and school health advisory committee (SHAC). workshops every two years. Meeting schedules are distributed to the SHAC. The draft plan is routed to the CHD Administrator, CHD Nursing Director, CHD Medical Director, Student Services Department, and SHAC for their review and approval prior to being placed on the school board agenda for final approval. for their review and approval.</p>
	<p>1b. The local school health services plan shall be reviewed each year for the purpose of updating the plan. Amendments shall be signed by the school district superintendent and the local Department of Health medical director/administrator.</p>	<p>CHD School Health Nursing Supervisor, LEA RN School Health Coordinator, and CHD/LEA School Health Staff, Superintendent and Health Department Administrator</p>	<p>An annual review of the school health services plan will be reviewed by CHD School Health Nursing Supervisor, LEA RN School Health Coordinator and CHD/LEA School Health Staff. Amendments will be reviewed by SHAC and the CHD Medical Director, prior to being submitted to the school district superintendent and Department of Health administrator for signature.</p>
	<p>1c. The local school health services plan shall describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of the funding source.</p>	<p>County Health Department (CHD) School Health Nursing Supervisor. LEA RN School Health Coordinator and Assistant</p>	<p>CHD Nursing Supervisor, LEA School Health Coordinator and Community Partners supervise their respective agency personnel.</p>

	<p>1d. Each local CHD uses annual funding allocation to provide school health services pursuant to the School Health Services Act and the requirements of the Scope of Work.</p>	<p>Indian River County Health Department</p>	<p>Schedule C funds are used to provide School Health services based on approved School Health Plan.</p>
	<p>1e. The local CHD and local LEA shall each designate one person, RN recommended, to be responsible for the coordination of planning, development, implementation and evaluation of the program. These individuals should collaborate throughout the school year to assure program compliance and to plan and assess the delivery of program services.</p>	<p>County Health Department (CHD) School Health Nursing Supervisor. LEA RN School Health Coordinator and Assistant</p>	<p>CHD Nursing Supervisor, LEA RN School Health Coordinator and Assistant communicate regularly, plan accordingly, and monitor the activities of staff responsible for the implementation of the approved School Health Plan. CHD Nursing Supervisor, LEA RN School Health Coordinator, with input from school health staff review, the plan at the end of the school year to assess plan and program compliance. The CHD Nursing Supervisor and LEA RN School Health Coordinator conduct health room monitoring visits throughout the school year.</p>
	<p>1f. Protocols for supervision of school health services personnel shall be described in the local school health services plan to assure that such services are provided in accordance with statutory and regulatory requirements and professional standards, and are consistent with the Nurse Practice Act.</p>	<p>CHD School Health Nursing Supervisor, LEA RN School Health Coordinator, Community Partners</p>	<p>CHD School Health personnel are shadowed twice a year by the CHD School Health Nursing Supervisor evaluations are based on locally designed monitoring policies and performance standards as outlined in their employee performance standards. LEA RN School Health Coordinator performs random school health room inspections throughout the school year using state approved monitoring tool. LEA and CHD School Health staff are evaluated yearly for compliance of their required licensure/certifications. LEA and CHD school health staff licensure/certifications are regularly monitored for compliance. Administrative guidelines, Technical Assistance Documents and Nurse Practice Act are</p>

			reviewed frequently to assure compliance. Community Partners have developed MOU/MOA with the school district, and are supervised by their respective supervisors, and must meet agency standards. and be in compliance as well.
1g. Decisions regarding medical protocols or standing orders in the delivery of school health services are the responsibility of the local CHD medical director in conjunction with district school boards, local school health advisory committees, the school district medical consultant if employed, and the student's private physician when applicable.	CHD Medical Director, District School Board, SHAC or student's private physician.		The medical protocols, located in the School Health Services Manual, are reviewed yearly and updated as needed.
1h. Establish procedures for health services reporting in Health Management System (HMS) and the annual report, to include services provided by all partners.	LEA Health Services Coordinator, Assistant Health Services Coordinator, Director of Information Technology, Executive Director of Student Services and ESE, CHD Administrator and CHD School Health Nursing Supervisor		LEA Health Services Coordinator, Assistant Health Services Coordinator and CHD School Health Nursing Supervisor in collaboration with LEA Director of Information Technology, and LEA Director of Student Services will meet at the beginning of each school year and will collaborate with the LEA Director of Information Technology to ensure as needed to establish procedures, or update procedures to improve the timeliness and accuracy of reporting school health services as defined in this plan.
1i. Each School Health Advisory Committee (SHAC) should include members representing the eight components of the Centers for Disease	School District's Assistant Superintendent responsible for the Wellness Policy,		SHAC committee will meet no less than six times annually. Community members will be recruited to attend on a regular basis.

	Control and Prevention's Coordinated School Health (CSH) model. The SHAC is encouraged to address the eight CSH components in the school district's wellness policy.	Director of School Nutrition	
2. Health Appraisal s. 381.0056(4)(a)(1), F.S.	2a. Determine the health status of students.	CHD and LEA School Health Personnel.	Health status is determined through record reviews, medical history updates, screening results and health room visits throughout the year. A Health Condition report is generated monthly from the FOCUS system by each School Health Assistant. It is reviewed by the Health Assistant and School RN. Cumulative reports of student's health by individual school will be reviewed for improvement opportunities at the end of each nine weeks. DOH School Health Supervisor and LEA School Health Coordinator will share findings with the school district and SHAC.
3. Records Review s. 381.0056(4)(a)(2), F.S. s.1003.22(1)(4) F.S.; Chapters: 64F-6.005(1), F.A.C., 64F-6.004(1)(a),F.A.C.	3a. Perform initial school entry review of student health records, to include school entry physical, immunization status (DH 680), cumulative health record, emergency information, etc.	LEA and CHD Nursing Personnel School Health Staff	School physical forms, immunization records, cumulative health folders, and emergency forms on all new and transferring students will be reviewed upon first time entry, or transfer in to district schools.
	3b. Emergency information card for each student should be updated each year.	LEA and CHD Nursing Personnel School Health Staff	At the beginning of each school year, the school's Health Assistant will distribute the Health and Wellness form to parents/guardians. Each school's health assistant will distribute the emergency forms for parent/guardian updates at the beginning of each school year. Forms will be reviewed by the health assistants. Changes will be noted in Focus and appropriate school health staff will be notified. If the Health and Wellness form is not returned to the school, it will be

			sent home three times and documented by the Health Assistant.
4. Nurse Assessment ; Chapters: 64F-6.001(6), F.A.C., 6A-6.0253, F.A.C., 6A-6.0252, F.A.C., 6A-6.0251, F.A.C.	4a. Perform school entry and periodic assessment of student's health needs.	LEA and CHD Nursing Personnel.	School Health Nursing Personnel will be notified by health assistants of any changes in the health status of students that may need an Individualized Health Plan (IHP) and Emergency Action Plan (EAP). School Health Nursing Personnel will review records upon school entry and throughout the school year to assess the student's health needs.
	4b. For day-to-day and emergency care of students with chronic or acute health conditions at school, the RN develops an individualized healthcare plan (IHP) and Emergency Care Plan (ECP).	LEA and CHD Nursing Personnel	School Health Nursing Personnel will be notified by health assistants of any changes in the health status of students that may need an Individualized Health Plan (IHP) and Emergency Action Plan (EAP).
5. Nutrition Assessment s. 381.0056(4)(a)(4), F.S. ; Florida School Health Administrative Resource Manual, 2017	5a. Identify students with nutrition related problems and refer to an appropriate healthcare provider.	LEA and CHD School Health and Food Service Personnel	LEA and CHD School Health Personnel will provide appropriate follow-up based on screening guidelines, and upon referral. School Health RN will develop a care plan, with collaboration from school district registered dietician, student's healthcare provider and parents, to address the student's nutritional needs at school.
6. Preventive Dental Program s. 381.0056(4)(a)(5), F.S.	6a. Recommended services include: Minimally - age appropriate oral health education to all grades and referral system.	LEA Curriculum Department, Principals, CHD, TCCH, and Community Partners	Health standards are included in the science curriculum for all grades. Community Partners may support oral health education.
7. Health Counseling s. 381.0056(4)(a)(10), F.S.	7a. Provide health counseling as appropriate.	LEA and CHD School Health Personnel	LEA and CHD licensed school health personnel will counsel students on health issues based on policy and protocols.

<p>8. Referral and Follow-up of Suspected and Confirmed Health Problems s. 381.0056(4)(a)(11), F.S.</p>	<p>8a. Provide referral and a minimum of 3 documented attempts of follow-up for abnormal health screenings, emergency health issues, and acute or chronic health problems. Coordinate and link to community health resources.</p>	<p>LEA and CHD School Health Personnel</p>	<p>LEA and CHD School Health Personnel will provide appropriate follow-up based on screening guidelines, and established referral process to community partners, contract providers and/or student's physician. Referrals for abnormal health screenings, emergency health issues, and acute or chronic health problems will be sent home three times and documented by the Health Assistant. Health Assistant to notify School RN and appropriate school personnel to coordinate and link to services.</p>
<p>9. Provisions for Screenings s. 381.0056(4)(a)(6-9), F.S.; Chapter 64F-6.003(1-4), F.A.C.</p>	<p>9a. Provide screenings and a list of all providers. Screenings: (i) Vision screening shall be provided, at a minimum, to students in grades kindergarten, 1, 3 and 6 and students entering Florida schools for the first time in grades kindergarten – 5. (ii) Hearing screening shall be provided, at a minimum, to students in grades kindergarten, 1 and 6; to students entering Florida schools for the first time in grades kindergarten – 5; and optionally to students in grade 3. (iii) Growth and development screening shall be provided, at a minimum, to students in grades 1, 3 and 6 and optionally to students in grade 9. (iv) Scoliosis screening shall be provided, at a minimum, to students in grade 6.</p>	<p>LEA and CHD School Health Staff and Community Partners</p>	<p>LEA and CHD School Health Personnel will assist the school district with all screenings per state mandate and perform appropriate follow-up based on screening guidelines, and by following established referral process with state contract providers and community partners. The CHD has begun a pilot program to address childhood obesity by hiring a health educator consultant to develop a program for children who are at risk for chronic disease based on growth and development screenings. The Department of Health in Indian River County will work with the School District of Indian River County to adopt the 5210 Lifestyle program as a model throughout the school district. The CHD/LEA has successfully incorporated the 5210 program in all elementary schools in the district. The 5210 program will continue to be promoted throughout the school district.</p>
	<p>9b. Obtain parent permission in writing prior to invasive screening, (e.g. comprehensive eye exam).</p>	<p>LEA Health staff and School Administrators</p>	<p>Parents/Guardians are notified in writing and a signed authorization is required prior to any invasive screening (i.e. dilated eye exam)</p>

	<p>9c. Assist in locating referral sources for additional evaluation and/or treatment for students with abnormal screening results. Referral sources may include, but are not limited to, state contracted vision service providers (provided the student meets eligibility requirements), other service providers and local resources.</p>	<p>LEA and CHD School Health Personnel</p>	<p>Health Assistants will send home health screening information form to the parents/guardians. Refer failed screenings to their primary care physician or provide a list of pediatricians, referral sources in the health room, i.e. 2-1-1, United Way, Whole Child, Heiken, Lion's Club Sight Service, and Education Foundation for vision vouchers.</p>
<p>10. Meeting Emergency Health Needs ss. 381.0056(4)(a)(10), F.S., 1006.165, F.S.; Chapter 64F-6.004(1), F.A.C.; Emergency Guidelines for Schools, 2016 Florida Edition</p>	<p>10a. Ensure written health emergency policies and protocols are maintained and include minimum provisions.</p>	<p>LEA School Health Coordinator, DOH School Health Supervisor</p>	<p>Health Services Manual, Health Room Standardized Forms Binder, Communicable Disease Binder, Emergency Guidelines for Schools 2016 and Infection control in child care settings is kept in each Health Room. Health Services Manual with emergency procedures, and Emergency Guidelines for Schools 2011 Florida Edition is available in each health room and a copy is available to the CHD school health personnel. Skilled competency of all Health Services personnel will be assessed annually by the LEA School Health Coordinator and DOH staff by the School Health Supervisor. Based on skills and school acuties and job evaluations, the LEA School Health Services Coordinator and DOH School Health Supervisor will make recommendations to ensure optimal student safety.</p>
	<p>10b. Ensure health room staff and two additional staff in each school are currently certified in cardiopulmonary resuscitation (CPR) and first aid and a list is posted in key locations.</p>	<p>Principals, LEA School Health Coordinator, Executive Director of Student Services and Exceptional Student Education</p>	<p>Principals will ensure that their schools have a minimum of two CPR and first aid staff members (secondary schools should consider additional staffing in this area) in addition to the health assistant available in an emergency or to cover the health room and the list of all employees who are currently CPR</p>

			certified and first aid trained is posted in key locations throughout the school to include the physical location of the person and a current phone number.
10c. Assist in the planning and training of staff responsible for emergency situations.	CHD and LEA Registered Nurses		LEA RN School Health Coordinator in collaboration with CHD School Health nursing personnel will identify training needs in each school and respond accordingly. All initial training of new LEA school health personnel will be completed by School Health Coordinator or designee.
10d. The school nurse shall monitor adequacy and expiration of first aid supplies, emergency equipment and facilities.	LEA School Health Personnel, LEA School Health Coordinator, and Principals.		LEA School Health Coordinator, LEA School Health personnel will assure adequate supplies are maintained in each health room. Outdated materials, equipment, meds and supplies will not be used and replaced promptly. Principal and LEA School Health Coordinator will be informed of supply and equipment issues.
10e. The school principal (or designee) shall assure first aid supplies, emergency equipment, and facilities are maintained.	LEA School Health Personnel, LEA School Health Coordinator, Principals and Risk Management Custodial Service Coordinator/Trainer		Supply inventory is completed at the end of the year. Orders are placed and supplies are replenished prior to the start of the next school year and as needed. All AED equipment is checked monthly and the check is documented. Custodial staff maintain health room cleanliness. Problems identified will be reported to the LEA School Health Coordinator.
10f. All injuries and episodes of sudden illness referred for emergency health treatment shall be documented and reported immediately to the principal or the person designated by the principal or the acting principal.	LEA School Health Personnel, Principals and Risk Management		All episodes of sudden illness and injuries referred for emergency health treatment are documented on and injury and/or, medical event reports and in FOCUS. As stipulated in the reports, verbal notification to various parties is completed in a timely fashion. The reports are completed within 24 hours. Principals are notified as is risk manager

			as soon as possible by health assistant. A hard copy of the report is made and sent to risk management and entered into FOCUS. The number of 911 calls made each year is reported in the Annual School Health Report.
	10g. It is the responsibility of each school that is a member of the Florida High School Athletic Association to: 1) have an operational automatic external defibrillator (AED), 2) ensure employees expected to use the AED obtain appropriate training, and 3) register the AEDs with the county emergency medical services director.	LEA, Athletic Director, Principal, Risk Management	LEA Risk Management is responsible to ensure each campus has an operational AED. 2. Athletic trainers maintain their own certificates. 3. LEA will register the AEDs with the county emergency medical services director.
11. Assist in Health Education Curriculum s. 381.0056(4)(a)(13), F.S.	11a. Collaborate with schools, health staff and others in health education curriculum development.	LEA curriculum instruction staff	LEA curriculum department will ensure that health education curriculum standards are met. Consultation on health curriculum is available upon request from CHD.
12. Refer Student to Appropriate Health Treatment s. 381.0056(4)(a)(14), F.S.	12a. Use community or other available referral resources. Assist in locating referral sources for Medicaid eligible, uninsured and underinsured students.	LEA & CHD School Health Staff	School Health Assistants and CHD School Health Staff will utilize current resource list for referrals. Resource lists are shared among LEA and CHD School health staff. Community resource lists are updated by agencies. Community resource lists are made available to families in need.
13. Consult with parents or guardian regarding student's health issues s. 381.0056(4)(a)(15), F.S.; Chapter 64F-6.001(1), F.A.C.	13a. Provide consultation with parents, students, staff and physicians regarding student health issues.	LEA & CHD School Health Staff and Student Support Services	Upon request and in accordance with HIPPA/FERPA laws, student health issues are addressed with appropriate personnel and parents.
14. Maintain Health-Related Student Records ss. 381.0056(4)(a)(16), F.S., 1002.22, F.S.; Chapter 64F-6.005(1)(2), F.A.C.	14a. Maintain a cumulative health record for each student that includes required information.	LEA & CHD School Health Personnel	Upon enrollment, and when students are transferred to another school, cumulative health folders are obtained or created. Health records are maintained and kept up to date by school health

			personnel. Appropriate documentation is entered and student confidentiality is maintained.
<p>15. Nonpublic School Participation ss. 381.0056(5)(a)(18), F.S., 381.0056(5)(a)-(g), F.S.</p>	<p>15a. Notification to the local nonpublic schools of the school health services program, allowing the nonpublic school to request participation in the school health services program provided they meet requirements.</p>	<p>CHD School Health Nursing Supervisor, LEA School Health Coordinator Private School Administrator or Director</p>	<p>CHD School Health Nursing Supervisor checks the DOE website to obtain a list of private schools. Schools are contacted via phone, fax, mail or e-mail regarding services available. Services are offered based on local resources, and the criteria outlined in Florida statutes for eligibility per s. 381-0056(5)(a)-(g), F.S. CHD School Health Nursing Supervisor and LEA School Health Coordinator are available to answer questions regarding requirements based on Florida Statutes</p>
<p>16. Provision of Health Information for Exceptional Student Education (ESE) Program Placement s. 381.0056(4)(a)(17), F.S.; Chapters 6A-6.0331, F.A.C., 64F-6.006, F.A.C.</p>	<p>16a. Provide relevant health information for ESE staffing and planning.</p>	<p>LEA Resource Specialist, LEA School RN & CHD School RN</p>	<p>Upon notification of students who potentially requires or has a Health care plan/Emergency plan to complete (ESE) program placement recommendation, the school Resource Specialists or designee will notify the school RN of the date and time the staffing will take place. This is to ensure the appropriate health and safety information can be obtained by the RN who will be developing the Individual Student Care Plan and Emergency Plan prior to student placement Pre-K - 12.</p>
<p>17. The district school board shall provide in-service health training for school personnel s. 381.0056(6)(b), F.S.; Chapter 64F-6.002, F.A.C.</p>	<p>17a. Please list providers of in service health training for school personnel.</p>	<p>LEA School Health Coordinator, CHD School Health Staff, Treasure Coast Community Health (TCCH), and Community Dental</p>	<p>LEA Health Services Coordinator will schedule health training for school health personnel on district in service days and coordinate in services for school personnel based on student needs, upon request of the principals or when student conditions warrant it. Dental Health Education,</p>

		Partners, Principals,	Healthiest Weight Infection Control Child Specific Training Overview of Emergency Conditions
<p>18. The district school board shall include health services and health education as part of the comprehensive plan for the school district s. 381.0056(6)(a), F.S.; Chapter 64F-6.002, F.A.C.</p>	<p>18a. School-based health services are provided to public school children in grades pre-kindergarten through 12.</p>	<p>CHD School Health Nursing Supervisor, LEA School Health Coordinator and School Health Personnel, CHD School Health Personnel</p>	<p>Local private schools and Charter Schools with the exception of St. Edward's private school do not have health rooms or full time staff dedicated to health services and therefore cannot receive school based health services from DOH School Health Personnel. The School District and the County Health Department offer consultative services. The School District provides screening equipment when requested. CHD School Health Staff offer/provide staff to complete the mandated screenings, data collection and entry into the state database (HMS).</p> <p>The School District of Indian River County employs a Health Assistant for each school campus who works under the direction of a Registered Nurse. The Health Assistant works to serve the students' health needs during school hours. Health room services include the following:</p> <ul style="list-style-type: none"> •Health room access for illnesses occurring at school/ First aid for injuries •Assistance with medications •State mandated health screening

			<p>The Indian River County Health Department provides 3 Registered Nurses who work full-time and are currently assigned to various schools. They assist the Coordinators of Health Services with providing support to Health Assistants. Registered school nurses develop Individual Care Plans, and emergency action plans based on physician orders and with parent consultation for acute and chronic health conditions.</p>
<p>19. The district school board shall make available adequate physical facilities for health services s. 381.0056(6)(c), F.S.; State Requirements for Educational facilities, 2014 and/or State Requirements for Existing Educational Facilities 2014</p>	<p>19a. Health room facilities in each school will meet DOE requirements.</p>	<p>LEA School Health Assistants, Principals and LEA School Health Services Coordinator.</p>	<p>LEA School Health assistants will report to their principal and the LEA School Health Coordinator any health room inadequacies identified and notify if not resolved in a timely fashion.</p>
<p>20. The district school board shall, at the beginning of each school year, provide parents with information concerning ways that they can help their children to be physically active and eat healthy foods s. 381.0056(6)(d), F.S.</p>	<p>20a. List programs and/or resources to be used.</p>	<p>LEA Student Services</p>	<p>This information will be incorporated in to the Parent Guide The Parent Guide is updated annually. It provides information to promote physical activity, healthy eating and additional resources.</p>
<p>21. The district school board shall inform parents or guardians in writing at the beginning of each school year</p>	<p>21a. Provide the opportunity for parents or guardians to request an exemption in writing.</p>	<p>LEA School Health Coordinator</p>	<p>Parents/Guardians are notified at the beginning of each school year regarding their privilege to exempt their child from participating in screening programs. Parents will be informed of the option to opt-out of services. Health Services Tri-</p>

<p>of the health services provided s. 381.0056(6)(e), F.S.</p>			<p>Fold brochure has been revised is reviewed annually and updated. The information will be posted on the parent portal of the district's website and available in the health rooms.</p>
<p>22. The presence of any of the communicable diseases for which immunization is required by the Department of Health in a Florida public or private school shall permit the county health department director or administrator or the State Health Officer to declare a communicable disease emergency s. 1003.22(9), F.S.; Chapter 64F-6.002(2)(d), F.A.C.</p>	<p>22a. The school health plan shall include communicable disease policies. Note: Policies need to provide for interagency coordination during suspected or confirmed disease outbreaks in schools.</p>	<p>CHD Administrator, CHD Epidemiology Department, Custodial Service Coordinator/Trainer Superintendent, CHD Medical Director, LEA Risk Manager, IT Department.</p>	<p>CHD Administrator and CHD Medical Director in conjunction with the School District Superintendent will collaborate on control measures upon confirming there is a communicable disease outbreak and follow recognized standards of containment procedures. Department of Health will function as the lead agency in the case of an outbreak situation.</p>
<p>23. Each district school board shall include in its approved school health services plan a procedure to provide training, by a registered nurse, a licensed practical nurse, a physician or a physician assistant (pursuant to chapter 458 or 459), to the school personnel designated by the school principal to assist students in the administration of prescribed medication s. 1006.062(1)(a), F.S.</p>	<p>23a. Include provisions in the procedure for general and student-specific administration of medication training.</p>	<p>LEA School Health Coordinator and Assistant, CHD Nursing Personnel</p>	<p>LEA School Health Personnel will give training to all new health personnel and designees at time of hire. Training will be offered to Principals by the LEA School Health Coordinator. LEA and CHD School RN's provide an overview of emergency conditions to all school staff. Student specific training is offered and encouraged for staff as needed.</p>

<p>24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel s. 1006.062(1)(b), F.S.; Chapter 64B9-14, F.A.C.</p>	<p>24a. The school district medication policy will address the use of designated school staff for medication administration and be consistent with delegation practices.</p>	<p>LEA School Health Coordinator, Assistant Health Coordinator, Principals</p>	<p>LEA School Health Coordinator will assure that policies are in compliance with the Nurse Practice Act, the School Health Administrative Guidelines School Health Administrative Resource Manual and best practices for the administration, handling and storage of prescription and OTC medication. LEA School Health Coordinator will consult with each school's principal to identify at a minimum, two designees who will receive medication training consistent with the most current delegation guidelines as referenced in The Role of the Professional School Nurse in the Delegation of Care in Florida Schools.</p>
<p>25. Students with asthma whose parent and physician provide approval may carry a metered dose inhaler on their person while in school s. 1002.20(3)(h), F.S.; National Association of School Nurses (NASN) Position Statement, The Use of Asthma Recue Inhalers in the School Setting</p>	<p>25a. Develop and implement an Individualized Healthcare Plan (IHP) and Emergency Action Plan (EAP) to ensure safe use of inhaler by student.</p>	<p>LEA School Health Coordinator, Assistant Health Coordinator, CHD School Health RNs, Medical Professionals and Parents/Guardians</p>	<p>LEA School Health Assistants will ensure all associated permissions have been obtained prior to notifying the School RN that a student will be self-carrying their inhaler and requires an Individual Health Plan (IHP) and Emergency Action Plan (EAP).</p>
<p>26. A student who is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer while in school, school-sponsored activities, or in transit if written parental and physician authorization has been provided s. 1002.20(3)(i), F.S.;</p>	<p>26a. For students with life threatening allergies, the RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a plan of</p>	<p>LEA School Health Coordinator, Assistant Health Coordinator, CHD School Health RNs, Medical Professionals and Parents/Guardians</p>	<p>LEA School Health Assistants will ensure all associated permissions have been obtained prior to notifying the School RN that student will be self-carrying their epinephrine auto-injector and requires an IHP and EAP. Child specific training will be provided by the RN and will include how to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event, and will include a</p>

<p>Chapters 6A-6.0251, F.A.C., 64F-6.004(4), F.A.C.; Saving Lives at School Anaphylaxis and Epinephrine School Nurse and Handbook for Connection Cards, NASN; NASN Position Statement on Rescue Medications in School; Students with Life-Threatening Allergies, 2017 Updated Guidance</p>	<p>action for when the student is unable to perform self-administration of the epinephrine auto-injector.</p>		<p>plan of action for when the student is unable to perform self-administration of the epinephrine auto-inject.</p>
<p>27. A public school may purchase a supply of epinephrine auto-injectors from a wholesale distributor or manufacturer as defined in s. 499.003, F.S. for the epinephrine auto-injectors at fair-market, free, or reduced prices for use in the event a student has an anaphylactic reaction. The epinephrine auto-injectors must be maintained in a secure location on the public school’s premises. The participating school district shall adopt a protocol developed by a licensed physician for the administration by school personnel who are trained to recognize an anaphylactic reaction and to administer an epinephrine auto-injection s. 1002.20(3)(i)(2), F.S.</p>	<p>27a. If the school district has chosen to maintain supplies of epinephrine auto-injectors, a standing order and written protocol has been developed by a licensed physician and is available at all schools where the epinephrine auto-injectors are stocked.</p>	<p>Not Applicable</p>	<p>This district has chosen not to stock epinephrine auto-injectors.</p>

<p>28. Educational training programs required by this section must be conducted by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity or individual approved by the department. The curriculum must include at a minimum: (a) Recognition of the symptoms of systemic reactions to food, insect stings, and other allergens; and (b) The proper administration of an epinephrine auto-injector s. 381.88, F.S.</p>	<p>28a. Ensure that school staff that are designated by the principal (in addition to school health staff in the school clinic) to administer stock epinephrine auto-injectors (not prescribed to an individual student) are trained by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity approved by the Department of Health.</p>	<p>Not Applicable</p>	<p>This district has chosen not to stock epinephrine auto-injectors.</p>
<p>29. Students with diabetes that have physician and parental approval may carry their diabetic supplies and equipment and self-manage their diabetes while en-route to and from school (bus), in school or at school sponsored activities. The written authorization shall identify the diabetic supplies, equipment and activities the student is capable of performing without assistance for diabetic self-management, including hypoglycemia and hyperglycemia s. 1002.20(3)(j), F.S.;</p>	<p>29a. Maintain a copy of the current physician's diabetes medical management plan, and develop and implement an IHP and ECP to ensure safe self-management of diabetes.</p>	<p>LEA School Health Coordinator, CHD School Health RNs, Medical Professionals and Parents/Guardians.</p>	<p>LEA School Health Assistants will ensure all associated permissions have been obtained prior to notifying the School RN that student will be self-carrying their diabetic supplies, and requires an IHP and EAP based on the diabetes medical management plan received from the student's physician.</p>

<p>Chapter 6A-6.0253, F.A.C.; NASN position statement, Diabetes Management in the School Setting</p>			
<p>30. A student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while en-route to and from school (bus), in school or at school sponsored activities if the school has been provided with authorization from the student’s parent and prescribing practitioner s. 1002.20(3)(j), F.S.; Chapter 6A-6.0252, F.A.C.</p>	<p>30a. Develop and implement an IHP and ECP for management of the conditions requiring pancreatic enzyme supplements and to ensure that the student carries and self-administers such supplements as prescribed by the physician.</p>	<p>LEA School Health Coordinator, CHD School Health RNs, Medical Professionals and Parents/Guardians</p>	<p>LEA School Health Assistants will ensure all associated permissions have been obtained if necessary prior to notifying the School RN that student will be self-carrying their pancreatic enzymes, and requires an IHP and EAP based on the medical management plan received from the student's physician.</p>
<p>31. Nonmedical assistive personnel shall be allowed to perform health-related services upon successful completion of child specific training by a registered nurse or advanced registered nurse practitioner, physician or physician assistant s. 1006.062(4), F.S.; Chapters: 64B9-14.002(3), F.A.C., 64B9-14, F.A.C.;</p>	<p>31a. Document health related child-specific training by an RN for delegated staff. The delegation process shall include communication to the UAP which identifies the task or activity, the expected or desired outcome, the limits of authority, the time frame for the delegation, the nature of the supervision required, verification of delegate’s understanding of assignment, verification of monitoring and supervision. The documentation of training and competencies should be</p>	<p>LEA School Health Coordinator, CHD School Health RN's</p>	<p>Documentation will be maintained in <u>order</u> to track staff training and competencies. LEA School Health Coordinator will annually evaluate Health Assistant's/UAP's competencies. CHD School Health RNs will report to the School Health Services Coordinator any observable deviations from best practice in the delivery of health services which are not in compliance with training and or school district policies.</p>

<p>Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010).</p>	<p>signed and dated by the RN and the trainee.</p>		
	<p>31b. Use of nonmedical assistive personnel shall be consistent with delegation practices per requirements.</p>	<p>LEA School Health Coordinator, CHD School Health RN's</p>	<p>Documentation will be maintained in order to track staff training and competencies. LEA School Health Coordinator or RN designee will annually evaluate Health Assistant's/UAP's competencies. CHD School Health RNs will report to the School Health Services Coordinator any observable deviations from best practice in the delivery of health services which are not in compliance with training and or school district policies.</p>
<p>32. Pursuant to the provisions of Chapter 435, any person who provides services under a school health services plan pursuant to s. 381.0056, F.S. must meet level 2 screening requirements as described in s. 435.04, F.S. A person may satisfy the requirements of this subsection by submitting proof of compliance with the requirements of level 2 screening conducted within 11 months before the date that person initially provides services under a school health services plan. ss. 381.0059, F.S., 1011.465, F.S.</p>	<p>32a. Collaborate with school district to ensure district background screening policies do not result in duplicate or conflicting background screening requirements for staff providing school health services.</p>	<p>CHD Personnel Manager, Assistant Superintendent of Human Resources/Risk Management</p>	<p>CHD Personnel Manager will send a letter to the Assistant Superintendent of Human Resources/Risk Manager with the names and titles of the CHD staff who have been level 2 screened and cleared to conduct business with a Florida School District. Updates will be sent to the district each time a new employee is to be added or excluded.</p>
<p>33. Immediate notification to a student's parent, guardian, or caregiver if the student is removed from school, school</p>	<p>33a. The school health services plan shall include policies and procedures for implementation.</p>	<p>CHD Personnel Manager, Principals Assistant Superintendent of</p>	<p>The Principal shall immediately notify the parent/guardian or care giver of a student who is being removed from school premises, school transportation or</p>

<p>transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination pursuant to s. 394.463, F.S. including the requirements established under ss. 1002.20(3)(j), F.S., 1002.33(9), F.S., 381.0056(4)(a)(19), F.S.</p>		<p>Human Resources/Risk Management</p>	<p>while away from school on school sponsored activities in the event the student will be taken for involuntary examination. The Principal may delay notification for no more than twenty-four (24) hours after a student is removed if the Principal deems the delay to be in the student's best interest and if a report has been submitted to the central abuse hotline, pursuant to F.S. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect.</p>
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PART II: COMPREHENSIVE SCHOOL HEALTH SERVICES (CSHSP)

References/Resources	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities
<p>34. The services provided by a comprehensive school health program must focus attention on promoting the health of students, reducing risk-taking behavior, and reducing teen pregnancy. Services provided under this section are additional and are intended to supplement, rather than supplant, basic school health services ss. 381.0057(6), F.S., 743.065, F.S.</p>	<p>34a. Provide in-depth health management, interventions and follow-up through the increased use of professional school nurse staff.</p>	<p>LEA and School Health Nurses, parents and guardians</p>	<p>Upon referral from Health Assistant's, school health nursing personnel will provide assessment of student needs and work in collaboration with parents/guardians and student's physician in order to identify health problems, provide appropriate interventions and develop plans of care specific to individual student needs.</p>
	<p>34b. Provide health activities that promote healthy living in each school.</p>	<p>LEA, PE teachers, Community Partners</p>	<p>PE teachers will incorporate healthy living strategies in each school.</p>
	<p>34c. Provide health education classes.</p>	<p>LEA Directors of elementary and secondary education, CHD and Community Partners/Agencies</p>	<p>Florida state standards mandate health education in grades K-12. Elementary schools incorporate health education in PE/Science classes, Middle School incorporates health education in Science classes, and High School incorporates health education in English/Hope classes. CHD, Community partners and or</p>

			outside agencies may be invited to support and/ or enhance the delivery of health education classes
34d. Provide or coordinate counseling and referrals to decrease substance abuse.	LEA, CHD School Health Staff, LEA Administrative, Guidance Staff, SRO's and Community Partners		LEA & CHD staff will collaborate with community based organizations in an effort to decrease substance abuse. Referrals to organizations such as Tobacco free partnership, substance awareness center may be considered when addressing the needs of students who are engaging in at risk behaviors.
34e. Provide or coordinate counseling and referrals to decrease the incidence of suicide attempts.	LEA & CHD School Health Staff, LEA Administrative, Student Services Staff (school psychologist, counselors and school behavioral specialists) SRO's		Student services staff will provide intervention services for student's that may express suicidal ideations and or refer to appropriate leading professionals.
34f. Provide or coordinate health education classes to reduce the incidence of substance abuse, suicide attempts and other high-risk behaviors.	LEA & CHD School Health Staff, LEA Administrative, Guidance Staff, SRO's, <u>Substance Abuse Free Indian River (SAFIR)</u>		Health education classes to reduce high risk behaviors are provided using the Tiered Intervention Model based on needs. <u>LifeSkills Training Program, taught by Substance Abuse Free Indian River (SAFIR) instructors, is provided to all school district middle schools and six elementary schools. LifeSkills Training Program, is expanding in 2018-2019 school year, to include all elementary schools (5th graders)</u>
34g. Identify and provide interventions for students at risk for early parenthood.	LEA staff, CHD School Health staff, Healthy Start Coalition		Healthy Start Coalition to promote a Pre-conception health awareness campaign, and continue to train medical professionals, and Healthy Start staff. <u>Healthy Start works with the Teenage Parenting Program (TAPP)program providing parenting education and pregnancy health.</u>

			CHD staff will offer "WAIT Training" sessions in all middle schools and the TAPP (with and within the school district approved curriculum abstinence based education program).
	34h. Provide counseling and education of teens to prevent and reduce involvement in sexual activity.	LEA staff, CHD School Health staff, Healthy Start Coalition	CHD staff will offer "WAIT Training" sessions in all middle schools and the TAPP (Teenage Parenting Program) with and within the school district approved curriculum abstinence based education program.
	34i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	LEA staff, CHD School Health staff, Healthy Start Coalition	Healthy Start Coalition will continue to promote a Pre-conception health awareness campaign, training will be offered to medical professionals and Healthy Start staff. Healthy Start works with the TAPP program providing parenting education and pregnancy health. CHD Human Services Program specialist will offer "WAIT Training" to student's enrolled in the TAPP program.
	34j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	LEA staff, CHD School Health staff, Healthy Start Coalition	TAPP coordinator works in collaboration with the OB providers to obtain the release to return to school following their post-partum appointment. Post-partum students are placed on hospital homebound services until their return to school. TAPP Coordinator encourages continued participation in Healthy Start Program.
	34k. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services.	LEA staff, CHD School Health staff, CHD Medicaid Eligibility Staff, Healthy Start Coalition	Healthy Start referral form will be distributed to all secondary schools in the district. CHD Medicaid Eligibility Staff who facilitates referral for pregnant teens to OB providers, will refer to TAPP,

			Healthy Start and, LEA and/or CHD School nurses as well.
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PART III: HEALTH SERVICES FOR FULL SERVICE SCHOOLS (FSS)

References/Resources	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities
35. The State Board of Education and the Department of Health shall jointly establish full-service schools (FSS) to serve students from schools that have a student population at high risk of needing medical and social services s. 402.3026(1), F.S.	35a. Designate full-service schools based on demographic evaluations.	LEA Administration, CHD Administration LEA Administration, CHD Administration	All public schools in Indian River County are recognized by the school health program office, per our state liaison, as schools providing comprehensive services. Oslo Middle School is classified as the only full service school in the district. All public schools in Indian River County are recognized by the school health program office, per our state liaison, as schools providing comprehensive services. Oslo Middle School is classified as the only full service school in the district.
	35b. Provide nutritional services.	LEA Principal, Community Partner LEA Principal, Community Partner	Feed the Lambs Enrichment program operates a summer camp that provides breakfast and lunch, and enrichment activities. Feed the Lambs Enrichment program operates a summer camp that provides breakfast and lunch, and enrichment activities.
	35c. Provide basic medical services.	LEA, CHD School Health Staff	Health room is staffed by a Licensed Practical nurse with Registered Nurse oversight. Referrals made to primary care physicians as needed.
	35d. Provide referral to dependent children (Temporary Assistance to Needy Families (TANF)).	LEA, CHD School Health Staff, LEA Administrative, Guidance Staff, SRO's and Community Partners	Guidance counselors, social workers and school health personnel will refer needy families as needed.

		<p>LEA, CHD School Health Staff, LEA Administrative, Guidance Staff, SRO's and Community Partners</p>	<p>Guidance counselors, social workers and school health personnel will refer needy families as needed.</p>
	<p>35e. Provide referrals for abused children.</p>	<p>LEA, CHD School Health Staff, LEA Administrative, Guidance Staff, SRO's and Community Partners LEA staff, CHD school health staff</p>	<p>All staff are mandated reporters. Health Assistants are trained annually by Department of Children and Families (DCF) staff member on child abuse and trafficking. All staff are mandated reporters. Health Assistants are trained annually by <u>Department of Children and Families (DCF) staff member on child abuse and trafficking.</u></p>
	<p>35f. Provide referrals for children risk of delinquent behavior parents, and adult education.</p>	<p>LEA, CHD School Health Staff, LEA Administrative, Guidance Staff, SRO's and Community Partners CHD Full Service School/SWAT Coordinator, LEA staff, CHD school health staff</p>	<p>Full Service School Health Coordinator facilitates SWAT Program and provides prevention education based on Tier I and Tier II model, such as Bully Prevention, Assertiveness Skills, WAIT Training, an abstinence based pregnancy prevention program, Tobacco Prevention education etc. when invited by teachers/Principals to come into the classroom. This included various Tier II after school programs. Full Service School Health Coordinator facilitates SWAT Program and provides prevention education based on Tier I and Tier II model, such as Bully Prevention, Assertiveness Skills, WAIT Training, an abstinence based pregnancy prevention program, Tobacco Prevention education etc. when invited by teachers/Principals to come into the classroom. This</p>

			<u>included various Tier II after school programs.</u>
	35g. Develop local agreements with providers and/or partners for in-kind health and social services on school grounds.	<u>CHD Full Service School Coordinator and LEA Staff</u> CHD Full Service School Coordinator and LEA Staff	<u>Services provided include, personnel from The American Cancer Society, a cancer survivor, QuitDoc, Indian River State College, Mental Health Association, Substance Awareness Center, Suncoast Mental Health, Feed the Lambs Enrichment Program.</u> Services provided include, personnel from The American Cancer Society, a cancer survivor, QuitDoc, Indian River State College, Mental Health Association, Substance Awareness Center, Suncoast Mental Health, Feed the Lambs Enrichment Program.

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Approval of Agreement for contracted services for a one year period from December 12, 2018 through December 11, 2019 between AON Consulting, Inc. (AON), and the School Board of Indian River County

On December 8, 2015, Action Agenda J, the School Board approved the award of RFP# 2016-07 to AON Consulting for the provision of Employee Health & Wellness Consulting Services, to assist the District in obtaining competitive bids in the areas of health and wellness benefits; as well as, provide brokerage services for all lines of insurance coverage, assist with plan design, renewal strategies, financial underwriting, financial analysis, and plan communication to staff. In addition, at the same Board Meeting under Action Agenda item J, the School Board approved the agreement with AON Consulting, Inc., operating as Aon Hewitt for Employee Health and Wellness Benefits Consulting services. Pursuant to the compensation terms and conditions as described in "Exhibit B" of the agreement, compensation to AON is made on a commission basis, except for medical administration which is based on a per contract amount.

Value Added Services

Below is a listing of what Aon has achieved for the School District of Indian River County since the inception of its contract:

- When the district's fund balance was in a negative position, Aon's actuarial team was able to leverage our 112.08 experience and long-term relationship with the Chief Actuary at Florida's DOI in order to develop a funding strategy that was approved by the State and also met the timeline that SDIRC needed to build the fund balance back to a safe harbor position. The ***state-approved strategy was a 4-year funding strategy*** and to our knowledge it was unprecedented to extend a funding period more than 3 years at that time.
- Assisted with contribution setting as part of the financial plan.
- Bridged financial performance information between Human Resources and Finance prior to July 2017.
- Engaged in planning, as well as attending, for open enrollment each year
- Engaged in the selection of EMB as a benefits and enrollment platform
- Provided benchmarking of Florida School District benefits, premiums, and contributions
- Organized presentations to HIATF and attended all HIATF meetings, as well as Board Workshops and meetings on an as needed basis
- Provided monthly experience reporting to ensure District stays on track fiscally
- Presented to School Board Audit Committee on an as needed basis
- Provided calculation of PCORI and Transitional Reinsurance Fees as part of Health Care Reform
- Assisted with negotiation of Florida Blue contract in 2016
- Assisted with development of Benefit Guides for employees
- Negotiated with Dental and Disability providers in 2017 to extend existing premiums for an additional year with no change in rates.
- Marketed medical coverage in 2017, securing ***\$54,000 savings*** in fixed costs, while also securing ***additional \$100,000 in wellness funds and a full-time on-site representative***
- Marketed Stop Loss coverage in 2017, resulting in ***\$557,000 in savings*** to the School District.
- Negotiated reduction in Stop Loss renewal from 18% to 12% effective July 1, 2018,
- Assisted in negotiations with CanaRx
- Marketed seven different voluntary coverages, resulting in ***\$1.4m in savings*** over a three year period
- Introduced new initiatives, including:
 - Pharmacy Coalition, resulting in 100% rebates to be returned to School District
 - Healthcare Bluebook

- Retiree Consortium
- RetireWise financial wellbeing program

In addition, on December 12, 2017 the School Board approved the final additional one-year term for AON pursuant to the terms and conditions of RFP 2016-17. This contract expires December 11, 2018. Pursuant to School Board Policy 6320: **Exception to Competitive Bidding Requirements** – subsection F: which states *“Purchases of insurance, risk management programs, or contracting with third party administrators for insurance-related services may be through competitive solicitation or by direct negotiation and contract with a vendor or supplier”* the Superintendent and staff are desirous of exercising this authority in Board Policy, to forgo a new RFP for the provision of Employee Health & Wellness Consulting Services and recommend that the School Board award an additional one year contract with AON so as to ensure business continuity in the ongoing analysis and stabilization of the Health Insurance Fund. **Superintendent recommends approval.**

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals effective on the date set forth below.

Date: _____

AON Consulting, Inc. (AON)

Signature: _____

Title: _____

School Board of Indian River County,
Florida on behalf of each Covered Entity:

Signature: _____

Title: _____

School Board of Indian River County,
Florida, as Employer:

Signature: _____

Title: _____

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AND
CITY COUNCIL OF THE CITY OF SEBASTIAN
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM (SRO)**

THIS AGREEMENT, made and entered into this 14th day of August, 2018, by and between THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, (hereinafter referred to as the SCHOOL BOARD), and THE CITY COUNCIL OF THE CITY OF SEBASTIAN, (hereinafter referred to as the CITY);

WITNESSETH:

- A. The School Board and the City desire to provide law enforcement, counseling, and law-related educational service programs to the schools of Indian River County as defined in F.S.S. 1006.12.
- B. The provisions of F.S.S. 1006.12 require the School Board and School District Superintendent to assign one or more safe-school officers at each school facility within the district.
- C. It is mutually agreed that a continuation of the School Resource Officer Program is in the best interests of the student population, the School Board, the City, and the citizens of Indian River County.
- D. The parties agree that the term of this Agreement shall be for a period of one (1) year, with the option to renew the Agreement for an additional one (1) year period upon mutual agreement of the parties.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the City hereby agree as follows:

ARTICLE I

A School Resource Officer (SRO) Program is hereby continued within the school system of Indian River County, Florida, for twelve months per year.

ARTICLE II

Rights and Duties of the City

The City shall provide School Resource Officers as follows:

- A. Number of School Resource Officers:

1. The City shall assign one regularly employed SRO to each of the following schools:
 - a. Pelican Island Elementary School
 - b. Sebastian Elementary School

- B. Regular Duty Hours of School Resource Officers:
 1. The SRO's shall be assigned to a school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. This includes designated summer school days and hours as mutually agreed upon by the City and School Board. The SRO may be temporarily reassigned by the City or designee during school holidays, vacations or during a period of any law enforcement emergency. The SRO shall notify the Principal or Principal's designee when arriving or departing campus.

- C. Duties of School Resource Officers as defined in Section 1006.12, Florida Statutes are:
 1. The School Resource Officers shall abide by school board policies and shall consult with and advise the District of any conflicts between their policies and the Cities Standard Operating Procedures (SOP's) through the school principal or his/her designee. The SRO shall be responsible to the law enforcement agency in all matters relating to employment. Activities conducted by the School Resource Officer, which are part of the regular instructional program of the school, shall be under the direction of the principal or his/her designee.
 2. To perform law enforcement functions within the school setting.
 3. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse and standard protocols as required by Florida Statutes.
 4. To foster a better understanding of the law enforcement function.
 5. To develop positive concepts of law enforcement.
 6. To provide information about crime prevention.
 7. To provide assistance and support for crime victims identified within the school setting, including abused children.
 8. To promote positive relations between students and law enforcement officers.

9. To enhance knowledge of the fundamental concepts and structure of law.
10. When requested by the principal or his/her designee, the SRO may attend any school-related activity (i.e., faculty, parent meetings, special functions, etc.). The duty must be approved by the unit supervisor, if it is overtime, the cost of the overtime shall be borne by the District where appropriate.
11. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems. When in a counseling capacity, the SRO will be subject to all confidentiality issues and confidentiality rules and ethics as accepted and defined in State laws and professional standards. City acknowledges and agrees that it will not disclose confidential student information to any other person or entity, and will only use the confidential student information for the purposes of this Agreement and for no other purpose unless otherwise required by State and Federal law. Upon the completion of the non-law enforcement SRO services, City shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As City will be receiving student information that is otherwise confidential, City shall fully comply with the requirements of § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records unless otherwise required by law. Further, notwithstanding any other provision in this Agreement to the contrary, City for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall indemnify and hold the School Board and its officers and employees harmless for the City's own negligence, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the negligence by the City, or its officers, employees, agents, representatives, contractors, and subcontractors, , or a negligent violation of § 1002.22 or § 1002.221, Florida Statutes that is not permissible by law. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon City until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

12. The SRO shall become familiar with all community agencies, which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO may make referrals to such agencies, when necessary and appropriate in their sole discretion, thereby acting as a resource person to the students, faculty, and staff of the school. The discretion regarding the method of reporting of an event is the sole discretion of the Officer and the requirements of all State and Federal laws as amended from time to time.
13. The SRO shall assist the principal or his/her designee in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest and emergency situations.
14. Should it become necessary to conduct formal law enforcement investigative interviews with the students, the SRO shall adhere to rules and guidelines set forth in the Florida State Statutes and Federal law.
15. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal or his/her designee aware of such action. At the Principal or Principal designee's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school or related school functions following the City's SOP's in place.
16. The primary function of the SRO is a campus Law Enforcement Officer. The SRO shall give assistance to other police and deputy sheriffs in matters regarding his school assignment, whenever necessary. The SRO will also act, when necessary, as a liaison between his/her school and other government agencies (i.e., law enforcement, DCF, State's Attorney, etc.).
17. The SRO will submit reports and statistical data, as necessary, to include police department generated reports, to include an Agency Case Number, regarding any on-campus incidents for which an SRO or other police officer prepares reports and documents as allowed by State law.
18. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal or his/her designee believes an incident is a violation of the law, the principal or designee may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be assigned lunchroom duties, security posts, hall monitors, truancy, or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.

19. The SRO will perform duties outside the school as needed (i.e., court, training, depositions, vacation, etc.).
 20. The SRO will perform his/her duties in their police department duty uniform. Appropriate civilian clothes may be worn with the approval of the unit supervisor.
 21. All law infractions will be reported to the school's resource officer by all school personnel.
 22. The SRO will be involved in summer activity to include, but not be limited to, juvenile case management, gang resistance education training, ~~DARE training~~, cyber-safety training, school safety, participation in the Explorer program, and participation in relevant summer camps.
- D. The City and each SRO shall only use the information made accessible to him or her by the School Board in furtherance of this Agreement, and only for the purposes for which the disclosure was made or as may otherwise be required by law. The City acknowledges and agrees that each SRO will have access to Personally Identifiable Information and Education Records pursuant to section 1002.221, Florida Statutes, 20 U.S.C. 1232g, and the federal regulations issued thereto, and that the SROs shall not disclose such information to any other party unless specifically authorized or required by law.

ARTICLE III

Rights and Duties of the School Board

The School Board shall provide to the full-time SRO the following materials and facilities which are deemed necessary for the performance of their duties.

- A. A secure and private office located as close to the principal's or designee's office as possible. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within. The office will be voice secure for purposes of interviews and counseling. The office will contain the following materials and equipment.
1. Air conditioning.
 2. Computer with Internet access and VPN, or other connection type, required to connect to the City's network and access software programs and network resources.
 3. Desk and chair.
 4. 4-drawer legal locking file cabinet.

5. 6-shelf book shelf.
6. 2 visitor chairs for counseling and interviews.
7. 1 work table.
8. Office supplies as requested.
9. Phone with local and long distance calling capability.
10. School District email address.
11. 1 large dry erase board.
12. Secretarial assistance.
13. It is imperative that SRO's be able to communicate with school personnel on their radio frequencies. If the SRO's primary school is utilizing a frequency band not compatible with the SRO's issued radio, the school will provide the SRO with a radio.

ARTICLE IV

Financing of the School Resource Officer Program

- A. The School Board and the City agree to share in the overall costs associated with the School Resource Officer Program. The School Board agrees to provide for 50% of the salaries and benefits of the SRO's. Notwithstanding the foregoing, the amount funded by the City for the overall costs of the School Resource Officer Program will be negotiated each year of this Agreement. This does not affect or guide any negotiations the City has regarding its Collective Bargaining unit and those negotiations shall have precedence.
- B. Any vehicle or equipment leased, rented, or donated to the City for use in the SRO Program shall become an asset of the City and; therefore, will be subject to City rules, regulations, and policy governing use.
- C. The City in its sole discretion shall provide the appropriate vehicle and equipment to conduct the duties of the SRO.

ARTICLE V

Employment Status of School Resource Officer

School Resource Officers shall remain employees of the City and shall not be employees of the School Board. The School Board and the City acknowledge that the School Resource Officers shall remain responsive to the chain of command of the City.

ARTICLE VI

Appointment and Training of School Resource Officers

- A. Appointment of School Resource Officers will be made solely by the City in accordance with City's policy.
- B. School Resource Officers will receive training in the following schools:
 - 1. Basic SRO Program.
 - 2. Crisis Intervention Training (CIT).
 - 3. The Indian River County School District should make a reasonable effort to secure state funding for the annual FASRO (Florida Association of School Resource Officer's) Conference or other SRO Training Programs. If such funding is not available, the expense incurred will be mutually agreed upon by the two entities providing the budget appropriations are available (lodging, food, registration and travel). Expenses to the District shall not exceed a total of \$1,000.00 annually for this conference.

ARTICLE VII

Dismissal of School Resource Officer; Replacement

- A. In the event the principal of the school, to which the SRO is assigned, feels that the particular SRO is not effectively performing his or her duties and responsibilities, as outlined in F.S.S.1006.12, the principal shall recommend to the Superintendent who may recommend to the Chief of Police, or designee, that the SRO be removed and shall state the reasons in writing.
 - 1. Upon receipt of such recommendation from the Superintendent or designee, the Chief of Police and the Superintendent, or their designees shall meet with the SRO and his immediate supervisors to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff of the school, to which SRO is assigned, may be required to be present.

2. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO shall be removed from the program at the school and a replacement shall be obtained at the sole discretion of the City through consultation with the District.
 3. In the event mediation is not sought by the Chief of Police, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
- B. The City may dismiss or reassign an SRO based upon the Cities rules and regulations.
- C. In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of long-term absences by a SRO, the City will provide a temporary or permanent SRO.

ARTICLE VIII
SRO Schedule

- A. SRO's will be assigned to each school designated in Article II from the beginning of the school year to the end of the school year.
- B. The SRO will perform his/her duties at his/her assigned campus under normal conditions. Any duty must be approved by the unit supervisor, if it is overtime.
- C. When extra-duty details are required by the School Board, the parties shall ensure that the details are first filled by SRO's. If a sufficient number of SRO's are unavailable or, if the need for extra-duty officers exceeds the number of SRO's, then other police officers shall be authorized to work the detail.
- D. SRO's shall also be present for summer school programs as mutually agreed upon by the City and the Superintendent or their designees.

ARTICLE IX

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF RECORDS: BRENDA DAVIS, 772-564-3149, Brenda.Davis@indianriverschools.org, 6500 57th Street, Vero Beach, Florida 32967.

1. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The City and the School

Board acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

2. The City and the School Board shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, required by the School Board in order to perform the scope of services.
3. Upon request by the City or the School Board, either party shall provide a copy of any and all requested public records or allow the requested public records to be inspected or copied, within a reasonable time, at a cost that does not exceed the cost allowed by law.
4. The City and the School Board shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the public records to the School Board as indicated below.
5. The City and the School Board shall comply with all requirements for retaining public records and shall keep and maintain all such public records required by the School Board to perform the scope of services. Upon request by the City or School Board, all public records stored electronically must be provided in a format that is compatible with the information technology systems of the City or School Board.
6. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the City or the School Board. Further, the City and School Board shall mutually and fully indemnify and hold harmless each other, their officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the City's or School Board's failure to comply with the requirements of Chapter 119, Florida Statutes.

ARTICLE X

Termination of Agreement

This agreement may be terminated by either party upon a sixty (60) day written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement, but subject to applicable law. This Agreement may be terminated without cause by either party upon a ninety (90) day written notice. Termination of the Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The School Board shall be entitled to prorated refund for that period of time when SRO services are not provided because of termination of this Agreement.

ARTICLE XI

Hold Harmless Agreement

If and to the extent allowed by law and without waiving the limits and protections of sovereign immunity as set forth in section 768.28, Florida Statutes, the City agrees to defend, indemnify, and hold the School Board, its employees, and agents harmless from any claim, demand, suit, loss, cost, expense, or damage which may be asserted, claimed, or recovered

against, or from the School Board, its agents or employees by reason of any damage to property or personal injury including death sustained by any persons whomsoever, and which damage, injury, or death arises out of, or is attributable to, the performance by the SRO's of law enforcement duties.

ARTICLE XII
Good Faith

The School Board, the City, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent's Office and the Chief of Police's Office.

ARTICLE XIII
Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

ARTICLE XIV
Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the School Board and the City is obtained.

ARTICLE XV
Sovereign Immunity

No Waiver of Sovereign Immunity. Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

ARTICLE XVI
Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered
in the presence of:

THE SCHOOL BOARD OF INDIAN
RIVER COUNTY, FLORIDA

Witness

By: _____
Shawn Frost, Chairman

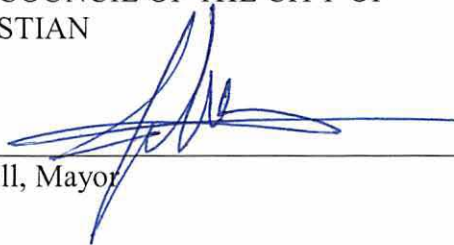
Date

Attest: _____
Dr. Mark J. Rendell, Superintendent

Date

CITY COUNCIL OF THE CITY OF
SEBASTIAN

Jeanette Williams



Jeanette Williams, City Clerk
Witness

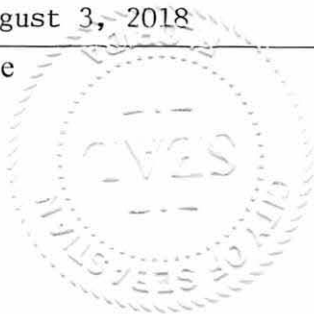
Jim Hill, Mayor

August 3, 2018

August 3, 2018

Date

Date



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STATEWIDE MUTUAL AID AGREEMENT (SMAA)

INFORMATION SHEET

The Statewide Mutual Aid Agreement (SMAA) has been updated for 2018. To make sure that all of the counties are working under the most recent version of the agreement, the Florida Division of Emergency Management is requesting that all counties update their agreements to the 2018 version.

The 2018 update includes the following provisions:

Allowing the SMAA to be used for smaller events; no declaration of a state of emergency is needed for the agreement to be activated. This allows for a formal mutual aid process for the entities within Florida to use.

In using the SMAA for mutual aid, the requesting entity agrees to reimburse the assisting party per the terms of reimbursement in the SMAA. However, if the terms for reimbursement are to vary from the provisions of the SMAA, this needs to be specified via the Form B, and signed off by both parties prior to the assistance being rendered.

The SMAA automatically renews each year; only the contact information needs to be updated by using the Form C each year.

Signing the Agreement:

A copy of the SMAA with **original signature** should be submitted, or two if you need one signed by FDEM and returned for your records.

Counties should sign **PAGE 15** of the agreement.

Cities should sign **PAGE 16** of the agreement.

Educational Districts should sign **PAGE 17** of the agreement.

Community Colleges or State Universities should sign **PAGE 18** of the agreement.

Special Districts should sign **PAGE 19** of the agreement.

Authorities should sign **PAGE 20** of the agreement.

Native American Tribes should sign **PAGE 21** of the agreement.

Community Development Districts should sign **PAGE 22** of the agreement.

REQUIRED Documentation to Accompany the Agreement:

A cover letter stating an address to send the copy of the agreement back for your records.

A completed copy of Form C, **PAGE 23** of the agreement. Form C should be updated annually or as elections or appointments occur.

A Certificate of Liability Insurance or Resolution of Self Insurance.

Signed Agreements should be sent to:

Florida Division of Emergency Management

ATTN: Alonna Vinson

Bureau of Response, Logistics Section

2555 Shumard Oak Blvd

Tallahassee, FL 32399

FDEM Contact Information:

Alonna Vinson

Mutual Aid Branch Director & EMAC Coordinator

Bureau of Response | Logistics Section

Alonna.Vinson@em.myflorida.com

O: 850-815-4280

C: 850-901-8456

RESOLUTION NO. 2018- 052

Resolution of
the Board of County Commissioners
of Indian River County, Florida,
for Adoption of this
Statewide Mutual Aid Agreement

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 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 THE BOARD OF COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA that:

In order to maximize the prompts, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Agreement which is attached hereto and incorporated by reference.

The foregoing Resolution was offered by Commissioner Flescher who moved its adoption. The motion was seconded by Commissioner Adams, and upon being put to a vote, the vote was as follows:

Chairman	Peter D. O'Bryan	<u>ABSENT</u>
Vice Chairman	Bob Solari	<u>AYE</u>
Commissioner	Susan Adams	<u>AYE</u>
Commissioner	Joseph E. Flescher	<u>AYE</u>
Commissioner	Tim Zorc	<u>ABSENT</u>

The Chair thereupon declared the Resolution duly passed and adopted this 5th day of June, 2018.

**BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA**

BY: Bob Solari
Bob Solari, Vice Chairman



**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY: Dylan Reingold
**DYLAN REINGOLD
COUNTY ATTORNEY**

ATTEST: Jeffrey R. Smith, Clerk of
Court and Comptroller

BY: Maureen Kelly
Deputy Clerk



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: Jeffrey R. Smith,
CLERK OF THE CIRCUIT COURT and
Comptroller

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF Indian River COUNTY,
STATE OF FLORIDA

By: Bob Solari
Bob Solari, Vice Chairman

Date: June 5, 2018

Approved as to Form:

By: _____
County Attorney



APPROVED

County Administrator

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

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: _____

_____ SCHOOL DISTRICT,
STATE OF FLORIDA

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: _____
Director

Date: _____

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: Indian River County

Mailing Address: 4425 43rd Avenue
Vero Beach, FL 32967

Authorized Representative Contact Information

Primary Authorized Representative

Name: Tad Stone
Title: Director
Address: 4225 43rd Avenue, Vero Beach, FL 32967
Day Phone: 772-226-3859 Night Phone: 772-569-6700
Facsimile: 772-567-9323 Email: tstone@ircgov.com

1st Alternate Authorized Representative

Name: Etta LoPresti
Title: Emergency Management Coordinator
Address: 4225 43rd Avenue, Vero Beach, FL 32967
Day Phone: 772-226-3856 Night Phone: 772-569-6700
Facsimile: 772-567-9323 Email: elopresti@ircgov.com

2nd Alternate Authorized Representative

Name: Rachel Ivey
Title: Emergency Management Planner
Address: 4225 43rd Avenue, Vero Beach, FL 32967
Day Phone: 772-226-3852 Night Phone: 772-569-6700
Facsimile: 772-567-9323 Email: rivey@ircgov.com

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

RESOLUTION NO. 2018-

Resolution of
the Board of County Commissioners
of Indian River County, Florida,
for Adoption of this
Statewide Mutual Aid Agreement

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 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 THE BOARD OF COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA that:

In order to maximize the prompts, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Agreement which is attached hereto and incorporated by reference.

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Chairman	Peter D. O'Bryan	_____
Vice Chairman	Bob Solari	_____
Commissioner	Susan Adams	_____
Commissioner	Joseph E. Flescher	_____
Commissioner	Tim Zorc	_____

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2018.

**BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA**

BY: _____
Peter D. O'Bryan, Chairman

Attest:

Jeffrey R. Smith, Clerk of
Court and Comptroller

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

PART I

TO BE COMPLETED BY THE REQUESTING PARTY

Date:		Time:		HRS		Mission No:	
			(local)				
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 SEPTMBER 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 cl		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	Bruncher 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 Befco				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 gwwr 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 Leebooy 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	\$96.60
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 Mover.	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 belt		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	Rescure 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+ gwwr			hour	\$8.45
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gwwr			hour	\$9.50
8710	Trailer, semi	28ft, single axle, freight	25,000 gwwr			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 GVV		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	gwwr 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 gwwr			hour	\$31.00
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gwwr			hour	\$32.00
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gwwr			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 Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$1.50
8822	Truck, Loader			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 gwwr	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) Ulitmaster 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 Chiefn 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

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TRANSPORTATION SERVICES AGREEMENT

This **AGREEMENT** is between:

Company: School Board of Indian River County
Address: 6500 57th Street
Vero Beach, FL 32967

And

Company: Kids And Nurses PPEC Center
Address: 3660 20th Street
Vero Beach, FL 32960

The SCHOOL BOARD OF INDIAN RIVER COUNTY, herein after referred to as the "SBIRC" and Kids and Nurses PPEC Center herein after referred to as the PPEC Center.

Services under this agreement shall include the following periods: July 1, 2018 until June 30, 2019. Services under this agreement shall begin July 1, 2018 or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed June 30, 2019. This agreement consists of pages 1 through 4.

1. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

This contract may not be sold, transferred or assigned without the written approval of the PPEC and the written approval of SBIRC.

2. CONDITIONS OF CONTRACT

PPEC shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to business to be carried under this contract.

During the term of this agreement, the PPEC agree to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, the PPEC shall furnish the SBIRC with a Certificate of Liability Insurance naming the SBIRC as "additional insured". This Certificate of Liability shall be provided prior to commencing service under this Agreement.

3. INDEMNITY/HOLD HARMLESS AGREEMENT

PPEC agrees to protect, defend, indemnify and hold harmless the SBIRC including the Superintendent, Board staff, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by SBIRC under the terms of this **AGREEMENT**.

Without limiting the foregoing, any and all such claims, suits or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decrees of any court, shall be included in the indemnity hereunder.

4. DESCRIPTION OF ENTITY AND OFFICES TO BE SERVED

The customers to be served under the **AGREEMENT** are youths residing in Indian River County, Florida. The service to be provided is transportation from designated pick-up locations to sites in Indian River County for the PPEC sponsored programs and back from PPEC sponsored programs to the designated pick-up locations.

The SBIRC contact will be:

Jennifer B. Idlette
Director of Transportation

(772) 978-8810
Phone Number

The PPEC contact will be:

Rochelle Scavella
Name

(772) 226-5059
Phone Number

5. SCOPE OF SERVICES TO BE PERFORMED

A. The following services will be performed by the SBIRC:

- Provide buses to transport eligible youths from strategic pick-up sites in Indian River County to PPEC for Special Services and from designated sites back to the assigned strategic pick-up locations.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the PPEC.
- Provide the PPEC contact person with a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled for each bus.

B. The following services will be performed by the

C. PPEC.

- Pay SBIRC in accordance with the rate schedule listed in #7 Rate Schedule.

- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the PPEC.

C. All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The SBIRC reserves the right to cancel any services that may interfere with the daily operations of the SBIRC.

6. PAYMENT

Payment will be due when invoices are processed and received by the PPEC.
Monthly invoices must be sent to:

Company:	<u>Kids and Nurses PPEC Center</u>
Address:	<u>3660 20th Street</u>
	<u>Vero Beach, FL 32960</u>
Contact Name:	<u>Rochelle Scavella</u>
Telephone Number:	<u>(772) 226-5059</u>

This invoice shall be sent upon receipt of the Mileage Checklist and Log Sheet Report.

Either party can cancel the contract with thirty (30) days written notice to the last known address the PPEC and SBIRC.

7. RATE SCHEDULE

In addition, the PPEC further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the PPEC.

8. SERVERABILITY

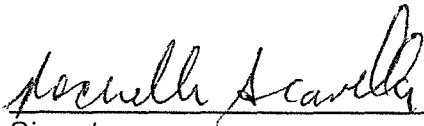
If any portion of this **AGREEMENT** is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

The parties agree to comply with all the terms and provisions of this **AGREEMENT**, including the attachments.

District Transportation Contact: Jennifer B. Idlette, Director of Transportation
Telephone Number: (772) 978-8810

APPROVED BY:

Kids And Nurses PPEC Center



Signature

Rochelle Scavella

Typed Name

Administrator

Title

7/3/2018

Date

APPROVED BY:

The School Board of Indian River County

Signature

Dr. Mark J. Rendell

Typed Name

Superintendent of SBIRC

Title

Date

Signature

Shawn Frost

Typed Name

Chairman of School Board of IRC

Title

Date

Revised: 04-12-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2018

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).

PRODUCER Brown & Brown of Florida, Inc. dba T.R. Jones & Co. 1780 N Krome Ave Homestead FL 33030		CONTACT NAME: Christin Vick PHONE (A/C, No, Ext): (305) 247-5121 FAX (A/C, No): (305) 248-8543 E-MAIL ADDRESS: cvick@bbinsfl.com	
INSURED St. Peter's Academy, Inc. 4250 38th Avenue Vero Beach FL 32967		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company Inc NAIC # 42376 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2018 Master **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	N/A	TWC3703836	3/8/2018	3/8/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

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

CERTIFICATE HOLDER School District of Indian River County 1990 25 St. Vero Beach, FL 32960	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 A Lastre/JENKIN
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Prepared by and return to:
City Attorney
P.O. Box 1389
Vero Beach, FL 32961-1389

**UTILITY EASEMENT DEED
(#2018-EG-229)**

THIS INDENTURE made and entered into this 14th day of August 2018, by and between **INDIAN RIVER COUNTY SCHOOL BOARD**, whose mailing address is 6500 57th Street, Vero Beach, Florida 32967 (the "Grantor"), and the **CITY OF VERO BEACH**, a Florida municipal corporation (the "Grantee"), whose mailing address is P.O. Box 1389, Vero Beach, Florida 32961-1389:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH:

That Grantor is the owner in fee simple of that certain real property located at 4530 28th Court and 4680 28th Court, lying, situate, and being in Indian River County, Florida, more particularly described as:

PART OF E1/2 OF E1/2 OF SE1/4 OF SE1/4 & PART OF SW 1/4 OF SW 1/4 OF SECTION 23 TOWNSHIP 32 RANGE 39 (pursuant to that Warranty Deed dated June 9, 1951 and recorded in Official Record Book 67 at Page(s) 173 of the Public Records of Indian River County, Florida), LESS PARCEL IN SEC 23 (pursuant to that Quit-Claim Deed dated November 16, 1976 and recorded November 18, 1976 in Official Record Book 535 at Page(s) 322 of the Public Records of Indian River County, Florida), (the "Property").

Parcel Identification Number: 32392200000700000088.0

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee, its successors and assigns, a non-exclusive electric utility easement in perpetuity for utility purposes (the "Easement"), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, and which Easement shall run with and be a burden upon the Property.

Grantor hereby reserves for itself, its heirs, successors and assigns, the right to use the Easement for purposes not inconsistent with the Easement granted herein, including without limitation, the right of ingress, egress and passage by Grantor, its employees, agents, customers, and invitees, over, across, and through the Easement.

Grantor further grants to the Grantee, its agents, employees, contractors, and assigns, a general ingress/egress easement over and across the driveways, parking, common and open areas

of the Property for the purpose of access to, and/or maintenance of, any of the Grantee's improvements. Grantee shall not be otherwise responsible for maintenance of the Easement.

The undersigned hereby covenant and warrant that Grantor owns said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this Easement.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

ATTEST:

GRANTOR (INDIAN RIVER COUNTY SCHOOL BOARD):

By: _____

Print name: Mr. Shawn R. Frost
School Board Chairman

Print Name: Dr. Mark J. Rendell
Superintendent of Schools

[SEAL]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____ 2018 by **Dr. Mark J. Rendell**, as Superintendent of Schools, and attested by **Mr. Shawn R. Frost**, as School Board Chairman, on behalf of Grantor. They are personally known to me.

NOTARY PUBLIC

Print /Stamp Name:

My Commission No.:

My Commission Expires:

[NOTARY SEAL]

SIGNATURES CONTINUE ON NEXT PAGE

ACCEPTANCE OF CONVEYANCE

The foregoing conveyance is hereby accepted by the City of Vero Beach, Florida, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance.

ATTEST:

CITY OF VERO BEACH:

Tammy K. Bursick
City Clerk

By: _____
James R. O'Connor
City Manager

[CITY SEAL]

Date: _____

ADMINISTRATIVE REVIEW
(For Internal Use Only—Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency:

Approved as to technical requirements:

Stefanie A. Beskovoyne
Assistant City Attorney

William T. Fletcher
Director, Electric Utility Operations

EXHIBIT "A"
PROPERTY DESCRIPTION
UTILITY EASEMENT #2018-EG-229
PARCEL #32-39-22-00000-7000-00088.0

Situated in the State of Florida, County of Indian River, and being a part of Section 22, Township 32 South, Range 39 East and Section 23, Township 32 South, Range 39 East and, being more particularly bounded and described as follows:

A 10 foot utility easement lying 5 feet on each side of the following described centerline;

Commencing at the southeast corner of Section 22, Township 32 South, Range 39 East;

Thence North 89°37'30" West along the south line of said Section 22 for a distance of 274.65 feet to an intersection with the southerly extension of the east right of way line 28th Avenue;

Thence North 00°22'27" East along the east right of way line of 28th avenue for a distance of 926.39 feet to the centerline and Point of Beginning of a 10 foot wide utility easement;

Thence South 83°47'24" East along for a distance of 148.77 feet;

Thence South 82°16'45" East along for a distance of 75.37 feet;

Thence South 85°53'02" East along for a distance of 55.19 feet;


Thence South 78°55'15" East along for a distance of 68.73 feet;


Thence South 75°05'26" East along for a distance of 26.24 feet;

Thence South 85°30'16" East along for a distance of 23.76 feet to the Point of Terminus;

Said parcel containing 3,931 square feet more or less.

Note: The side lines of the above described easement are to be shortened or prolonged to meet at the right of way line.


David Gay, PSM #5873



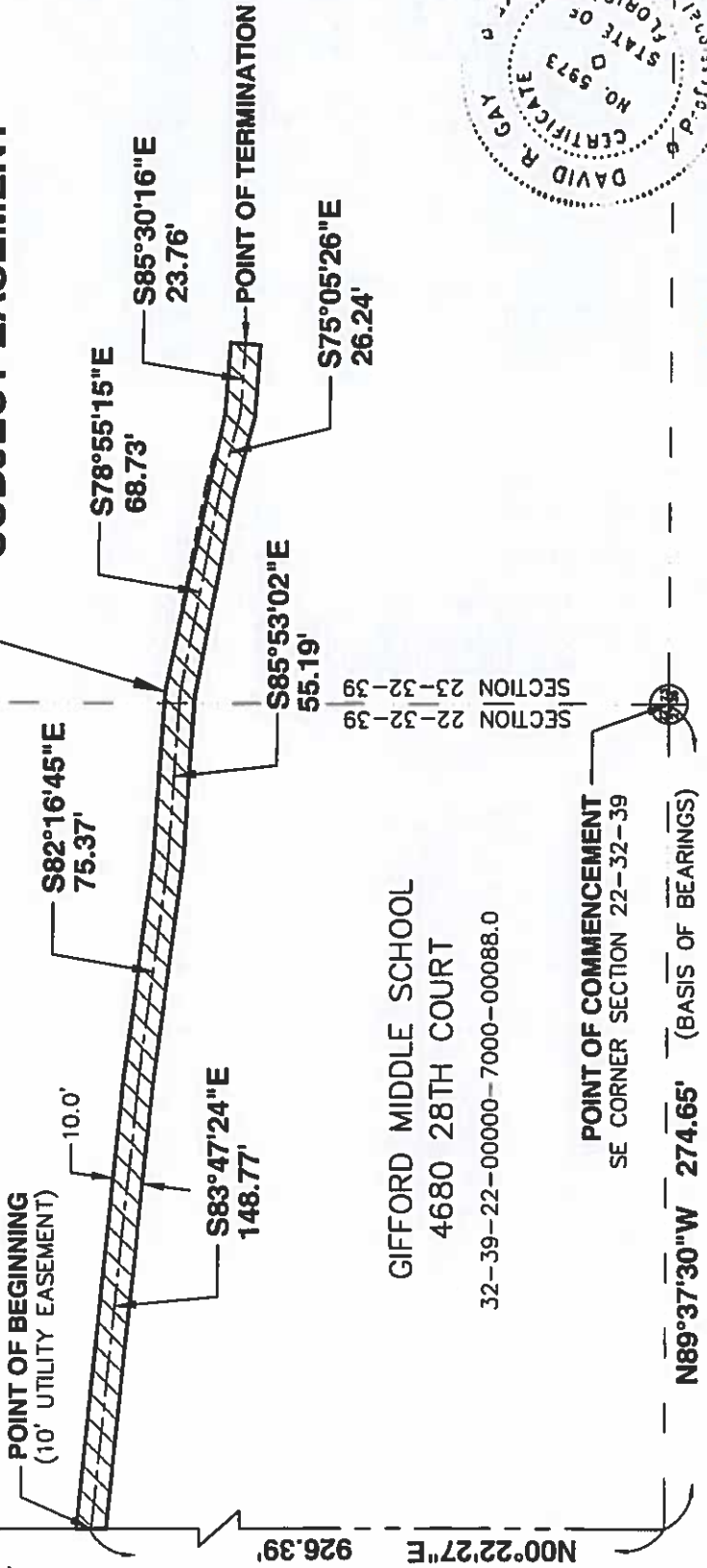
DAVID R. GAY
CERTIFICATE
NO. 5973
STATE OF
FLORIDA



SCALE 1" = 60'

SUBJECT EASEMENT

28TH COURT
(50' R/W)
926.39'



David R. Gay 4/13/18
 DAVID GAY, PSM #5973 DATE
 SHEET 2 OF 2

THIS SKETCH IS NOT A SURVEY

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS SURVEY & ENGINEERING DIVISION	SKETCH OF PROPERTY DESCRIPTION UTILITY EASEMENT GIFFORD MIDDLE SCHOOL SECTION 22-32-39		REV. NO.	AUTHORITY
	EXHIBIT "A"	CITY PROJECT NO. 2018-EG-229	DATE	DATE
	DATE 03/2018	DRAWN BY DG	CHKD BY MKF	DESCRIPTION

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF 3 PAGES

TO OWNER: School Board of Indian River County
6055 6nd Avenue
Vero Beach, FL 32967

PROJECT: HVAC Improvements 700 Bldg at Fellsmere Elementary
50 North Cypress Street
Fellsmere, FL

APPLICATION NO: 6 Final
PERIOD TO: 7/12/2018
PROJECT NO: 10-0-2017JC

Distribution to:
 OWNER

ARCHITECT

CONTRACTOR

FROM CONTRACTOR: One Call Property Services, Inc.
7804 SW Ellipse Way
Stuart, FL 34997

PURCHASE ORDER: 10-0-2017JC

VIA ARCHITECT: Donadio and Associates Architect P.A.
609 17th Street
Vero Beach, FL 32960

CONTRACT DATE: 4/25/2017

CONTRACT FOR: HVAC Improvements 700 Bldg at Fellsmere Elementary

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>378,477.00</u>
2. Net Change by Change Order (Including DPO & Tax Overage)	\$	<u>20,932.02</u>
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	<u>399,409.02</u>
4. TOTAL COMPLETED & STORED TO DATE.....	\$	<u>399,409.02</u>
5. RETAINAGE		
a. <u>0</u> % Completed Work (Columns D + E on G703)	\$	<u>0.00</u>
b. <u>0</u> % Stored Material (Columns F on G703)	\$	<u>0.00</u>
Total Retainage (Line 5a + 5b or Total in Column I of G703).....	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE.....	\$	<u>399,409.02</u>
(Line 4 less lin 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>369,593.12</u>
8. CURRENT PAYMENT DUE.....	\$	<u>29,815.90</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$32,182.02	\$0.00
TOTALS	\$32,182.02	\$0.00
NET CHANGES by Change Order	\$32,182.02	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: One Call Property Services, Inc.

By: [Signature] Date: 7/12/2018

Brent Martin, President of Construction

State of: Florida

County of: Palm Beach

Subscribe and sworn to before me this 16 day of July



Notary Public: [Signature]
My Commission expires: 12/17/18

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Document, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 29,815.50

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature] Date: 07/17/18

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

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