## INCLUSIVE WEBSITE EXPERIENCE

Lake-Sumter State College is committed to ensuring that all students and visitors, including persons with disabilities, are able to access and use all of our services, programs and activities. We recognize that many individuals are increasingly using our website to access information and obtain services.

We understand that website users who have disabilities may use the website with the assistance of technology, including screen readers, captioning, transcripts, and other auxiliary aids and services. We are committed to providing all website users with information about our services and alternative ways we can offer these services.

Lake-Sumter State College is committed to making our websites accessible to all audiences. We are continually seeking solutions to improve LSSC.edu. Our website offers a wide range of information, and we recognize that for users with disabilities, some material on our site may pose challenges. If there are changes we can make to our website to make it easier to use, or if you encounter material or services that you cannot access, please let us know. Your feedback helps us to identify areas where we can improve.

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- Your name
- Your phone number
- Your email address
- The date and time you encountered the problem
- The web page or address where the problem occurred
- What occurred or what you were unable to do
- Any error messages you received.


# Lake-Sumter State College <br> DISTRICT BOARD OF TRUSTEES <br> Wednesday, July 24, 2019 <br> Board Room 210-Leesburg Campus 

## 4:30 p.m. Board Workshop-Nomination of Board Officers

CALL TO ORDER ..... Mr. Wahl
PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE
PUBLIC COMMENT
(If you wish to make a Public Comment at this meeting, at least 15 minutes before the start of the meeting, please see Recording Secretary for a Speaker's Card)
PRESENTATIONS
Lake Technical College Partnership Update Dr. Diane Culpepper
CONSENT CONSIDERATIONS (Tab A) Mr. Wahl/Dr. Sidor
ACTIONS and ACKNOWLEDGEMENTS
483 Action: Minutes of June 19 Workshop, and Regular Monthly Meeting, and July 9 \& 16,
Special Board Meetings
484 Action: Human Resources Transactions
485 Action: Monthly Fiscal Report for June 2019
486 Acknowledgement: Facilities Report
487 Acknowledgement: Purchases Over \$25,000
488 Action: LSSC Foundation, Inc. as Direct Support Organization (DSO)
489 Action: Action Statewide Mutual Aid Agreement
490 Action: Acceptance of Gift from LSSC Foundation, Inc.
SCHEDULED INFORMATION REPORTS (Tab B)
491 President's Update

- Meetings/Activities/Misc.
- Legislative Update
- Vice Presidents Report
492 Committee Reports ..... Mr. Wahl
- Executive Committee-P. Wahl
- Foundation Liaison- E. Lee
- Facilities Committee- J. Hill
493 Board Attorney's Report Mrs. Geraci-Carver
NEW BUSINESS (Tab C) Mr. Wahl/Dr. Sidor
494 Action: Approval of Board Officers
495 Action: 2019-20 Board of Trustee Meeting Schedule
496 Action: Presidents Job Description
OTHER CONSIDERATIONSMr. Wahl/Dr. Sidor
497 Acknowledgement: Board Resolution for Richard Baier, The Villages District Manager
As Needed by Chairman/President
ADJOURNMENT


## Calendar Notes:

## NO BOARD MEETING IN AUGUST

| Convocation: |  |
| :---: | :---: |
| Planned Giving: Frid | ay, August 23, 2019-8 a.m. (AdventHealth Waterman, Tavares) |
| Ann Dupee Simulation Cen | ter Ceremony: Mon., Sept. 9, 2019-2 p.m. (SH132, Science Health Partnership Building) |
| Executive Committee: Tuesday, September 10, 2019, (Leesburg Campus, President's Office) |  |
| NEXT BOARD MEETING: | Wednesday, September 18,2019 (Leesburg Campus) |
| Athletics Golf Invitational: | Friday, September 20-8 a.m. (Harbor Hills Golf Club) |
| Distinguished Alumni: | Thursday, Oct. 17-6 p.m. (Mission Inn Resort) |
| Employee Service Day: | Friday, October 18- All Day (TBD) |
| Monster Dash 5K/10K | Saturday, October 26, 8 a.m. (LSSC Leesburg Campus) |
| Commencement: | Friday, December 6, 2019 (LSSC Gymnasium) |
| Trustees Legislative Conference: January 15-16, 2020 Tallahassee, FL (TBD) |  |

LakeSumter
State College

## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

TO: Lake-Sumter State College
District Board of Trustees
FROM: Stanley M. Sidor
President


RE: $\quad 483$ - Minutes of June 19, 2019 Board Meeting/Budget Workshop Meeting, July 9 \& 16, 2019 Special Board Meetings

## OVERVIEW:

Attached are the minutes of June 19, 2019 regular board meeting and workshop.

## ANALYSIS:

The minutes are for the board's approval.

## RECOMMENDATION:

It is recommended that the Board approve this item as written.

# DISTRICT BOARD OF TRUSTEES <br> LAKE-SUMTER STATE COLLEGE LEESBURG, SUMTERVILLE, CLERMONT <br> JULY 16, 2019 

The special meeting of the District Board of Trustees, Lake-Sumter State College, was called to order at 8:00 p.m. on July 16, 2019, in the Board Room at the Leesburg Campus, by Mr. Pete Wahl, Board Chairman. In attendance was Bryn Blaise, Marcia Butler, Jennifer Hill, Jennifer Hooten, Emily Lee, and Tim Morris. Mr. Wahl welcomed those in attendance and invited them to join in the Pledge of Allegiance followed by a moment of silence.

## NEW BUSINESS

## Approval of \$2 per Credit Hour Security Equipment Fee \& Capital Improvement Fee 2019-471\&472

Dr. Sidor reported that he met with Commissioner Richard Corcoran, Chancellor Hebda, and 26 of the 28 Florida College System Presidents. Dr. Sidor recommends the approval of the Security Equipment Fee and the Capital Improvement Fee.

Emily Lee made a motion to recommend the approval of the $\$ 2.00$ per credit hour security fee and Marcia Butler seconded, motion carried.

The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Lee, Morris, and Wahl.

Emily Lee made a motion to recommend the approval of the $\$ 2.00$ per credit hour Capital Improvement fee and Bryn Blaise seconded, motion carried.

The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Lee, Morris, and Wahl.

There being no further business, the meeting was adjourned at $8: 15 \mathrm{a} . \mathrm{m}$.
Respectfully submitted,
ATTEST:

Peter F. Wahl, Chairman

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# DISTRICT BOARD OF TRUSTEES <br> LAKE-SUMTER STATE COLLEGE LEESBURG, SUMTERVILLE, CLERMONT <br> JULY 9, 2019 

The special meeting of the District Board of Trustees, Lake-Sumter State College, was called to order at 4:08 p.m. on July 9, 2019, in the Board Room at the Leesburg Campus, by Mr. Pete Wahl, Board Chairman. In attendance was Mr. Bryn Blaise, Mrs. Marcia Butler, Jennifer Hill, Bret Jones, Emily Lee, and Tim Morris. Mr. Wahl welcomed those in attendance and invited them to join in the Pledge of Allegiance followed by a moment of silence.

## NEW BUSINESS

Approval of \$2 per Credit Hour Security Equipment and Capital Improvement Fee 2019-471\&472

Dr. Sidor reported that he has been in discussions with Chancellor Hebda and Commissioner Corcoran to discuss our proposed fee increases. A meeting is scheduled for Monday, July 15 in Orlando with all College Presidents, Commissioner Corcoran, and Chancellor Hebda to offer some flexibility with fees, due to the legislative outcome.

After a lengthy discussion, Dr. Sidor recommended to the board that we hold off on the vote to approve the fee increases until after the July $15^{\text {th }}$ meeting in Orlando. The board scheduled a special meeting for Tuesday, July 16 at 8 a.m.

Bret Jones made a motion to continue the discussion and vote on the two fees at the next meeting on July $16^{\text {th }}$ and Tim Morris seconded, motion carried.

The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Jones, Lee, Morris, and Wahl.

There being no further business, the meeting was adjourned at $4: 45$ p.m.
Respectfully submitted,
ATTEST:

Peter F. Wahl, Chairman

Stanley M. Sidor, Ed. D.
Secretary/College President
Recording Secretary: Claudia Morris
LAKE-SUMTER STATE COLLEGE FACILITIES COMMITTEE MEETING Tuesday, July 9, 2019
2:30 p.m. - SSB210, Leesburg C

| Present: Jennifer Hill, Bryn Blaise, Bret Jones, Tim Morris, and Pete Wahl <br> Staff: Dr. Heather Bigard, Andrew Bicanovsky, Dr. Stanley Sidor, and Dr. Doug Wymer |  |  |
| :--- | :--- | :--- |
| Topic | Discussion | Action / Next Steps |
| Welcome/Call to Order | Jennifer Hill welcomed everyone and called the meeting to order at 2:30 p.m. |  |
| Meeting | Dr. Sidor provided an update on his recent conversations with Chancellor <br> Hebda about our most critical facility repair needs. He and Dr. Bigard met <br> with the Chancellor last week and shared a full report of the condition <br> analysis of our roofs, HVAC systems, fire panels, and parking lots. The <br> committee engaged in a discussion about prioritizing repairs to ensure the <br> safety of our faculty, staff, and students. | The committee discussed the current enrollment, which continues to trend <br> toward online delivery and our classroom utilization rates. |
| Facilities Committee: |  |  |
| Dr. Wymer explained that many of our online courses are hybrid and still <br> require some on-campus "seat" time. Dr. Bigard and Andrew Bicanovsky <br> explained the current impact of utilization on funding for facilities. | Unfortunately, the funding formula is not being used to allocate funds for <br> facilities to FCS institutions. The committee asked the administration to <br> review the current utilization of space, enrollment, and funding impact and <br> recommend a more efficient use of our instructional facilities and financial <br> resources. |  |
| The meeting adjourned at 3:55 p.m. |  |  |
| Recording Secretary: Claudia Morris |  |  |

# DISTRICT BOARD OF TRUSTEES LAKE-SUMTER STATE COLLEGE LEESBURG, SUMTERVILLE, CLERMONT JUNE 19, 2019 

The regular meeting of the District Board of Trustees, Lake-Sumter State College, was called to order at 5:00 p.m. on June 19, 2019, in the Board Room at the Leesburg Campus, by Mr. Pete Wahl, Board Chairman. In attendance was Mr. Bryn Blaise, Mrs. Marcia Butler, Jennifer Hill, Jennifer Hooten, Bret Jones, Emily Lee, and Tim Morris. Mr. Wahl welcomed those in attendance and invited them to join in the Pledge of Allegiance followed by a moment of silence.

CONSENT CONSIDERATIONS- ACTIONS and ACKNOWLEDGEMENTS
Bret Jones moved, and Marcia Butler seconded the motion to approve as presented agenda items numbers 455 through 467 with the exception of transmittal 461 that was pulled for discussion as follows:

Minutes of May 15, 2019, Regular Board Meeting
2019-455

## Curriculum Revisions

2019-456
Bret Jones made a motion to remove Item 12. Dental Hygiene Linkage from the revisions page and bring it back to the June $19^{\text {th }}$ meeting for approval, Marcia Butler seconded, motion carried.

The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

Human Resources Transactions/Staff Annual Contracts
2019-457

## Appointments of:

Eric Stetler (effective date 08/13/2019)

Nancy Parks
Dr. Marcial Echenique
Gregory Craig
Tracey Hoff
Tammie Jo Drunasky
Jeffrey DiBuono
Kyle Cole
Thomas Yaccarino
(effective date 08/13/2019)
(effective date 08/13/2019)
(effective date 08/13/2019)
(effective date 08/13/2019)
(effective date 05/01/2019)
(effective date 05/16/2019)
(effective date 06/03/2019)
(effective date 05/01/2019)
(effective date 05/01/2019)

## Resignation of:

Jeffrey Wright
Margaret Johnson
Chance Pagan
(effective date 05/13/2019)
(effective date 06/07/2019)
(effective date 05/30/2019)

## Separation of:

| Sasha Aponte | (effective date 08/13/2019) |
| :--- | :--- |
| Ryan Tomasiewicz | (effective date 08/13/2019) |
| Karen Simmons | (effective date 06/03/2019) |

Monthly Fiscal Report for May 2019
2019-458

## Facilities Update

2019-459
Purchases over \$25,000
2019-460

## Board Attorney Contract Extension

2019-462
Collegiate High School Program Agreement/ LSSC and Lake County Schools 2019-463

Collegiate High School Program Agreement/LSSC and Sumter County Schools 2019-464

The Villages Early College Program Memo of Understanding 2019-465

2018-2019 Dual Enrollment Articulation Agreements:

1) Lake County Schools, 2) Sumter County Schools, 3) Home Education Programs,
2) Non-Public Schools, and 5) the Villages Early College Program

2019-466
FY 2019-2020 Application/Strengthening Career $\&$ Technical Education 21st Century Act, (Perkins V), Section 132
2019-467
The meeting recessed for a break at 5:05 p.m. and resumed at 5:30 p.m.

## Write-Off of Uncollectible Accounts

2019-461
Mr. Wahl asked to view the list of uncollectible accounts. Dr. Bigard stated that she would get with him so he can review the list, and she also stated that the write-offs have already been approved in the previous year's budget. After a lengthy discussion, the board acknowledged and accepted the report.

## SCHEDULED INFORMATION REPORTS

## President's Update

2019-468

Dr. Sidor reported on the meeting that each college president had with Commissioner Corcoran to discuss the outcome of the legislative session. At the conclusion, of this meeting there was an agreement to work on a few items. Those items being to focus on joint project proposals, legislative or otherwise and the other being a joint budget to consist of all 31 budgets, FCS/Chancellors budget to prevent lobbying against each other. It has been requested that we all work on, one message... one voice. The Florida College System has communicated itself as being a part of this.

Joe Pickens will be the Chairman for the Policy and Advocacy Committee for the Florida College System and Dr. Sidor will be Vice-Chair. They will be working on Small College funding formula, unraveling issues with the performance funding formula, and legislative initiatives and projects.

He updated the board on current projects:

- The Villages Charter School visited the HSCA, and they are excited with what they saw. Dr. McDaniel and Dr. Sidor are in discussions about extending this program into Sumter County.
- Dedicated Education Unit, which is moving the nursing program, or a portion of the program off of the campus and directly into the hospitals.
- The concept of a Regional Simulation Center in partnership with Leesburg Regional Medical Center for health related simulation.

All of these projects are in motion and Dr. Sidor will bring an update to the board in September.

## Claire Brady

Dr. Brady reported that after a whirlwind few weeks leading up to our Commencement ceremonies, we are now settling into the summer semester and preparing for the busy months ahead.

## Summer \& Fall Enrollment Update

Registration is ongoing for the summer B and fall semesters. Summer enrollments are strong with year to year comparisons up in the double digits. Fall enrollments are also strong with significant gains in early registration by our currently enrolled students. Encouraging fall enrollment positively contributes to overall retention and completion efforts.

## Commencement Update

We had a record number of students apply for spring graduation ( $\sim 600$ ) and a record number of students walking in the ceremonies. This spring brought newly updated graduation robes for the Bachelor degree students and a more formal diploma holder gift for both the Associate's degree and Bachelor degree students. This spring also marked our first graduating class from the Health Sciences Collegiate Academy (HSCA).

Our record-setting $60^{\text {th }}$ Commencement Ceremonies began with the South Lake ceremony at the Clermont Arts \& Recreation Center Wednesday (May 1). Albert Manero, President of Limbitless Solutions and student Nicholas Drechsler served as our speakers. On Friday, May $3{ }^{\text {rd }}$ we gathered at the Everett A. Kelly Conference Center at the Leesburg campus. Student speaker Jeffrey Paradee Jr and Catherine Stempien, President of Duke Energy Florida, served as our Commencement speakers. Among a notable list of special guests included "Swoop the

Lakehawk", who took pictures with graduates, families, and faculty after the ceremony. The ceremonies aired on Facebook Live for the first time.

## Other Divisional Updates:

On 4/29/19, we held the annual Student Leadership Awards event on the South Lake campus. 64 students were honored by 12 clubs and organizations.

On 4/30/19, Dr. Sidor and Dr. Brady attend the Take Stock in Children (TSIC) Class of 2019 senior event. 14 TSIC graduates will join the Lakehawk family this summer and fall.

On 5/09/19, the Division of Enrollment and Student Affairs (ESA) held their annual awards event. 30 staff were nominated and 11 awards were presented in 9 categories.

On $5 / 13 / 19$, we had the formal opening" of the South Lake Veteran's College and Career Success Center.

## Doug Wymer

Dr. Wymer reported that a group of six, highly-motivated STEM students are continuing their undergraduate research into microbial growth dynamics under the direction and tutelage of faculty mentors, Dr. Matt Drum and Mr. Chris Leibner. Each student has been assigned a species of bacterial organism and tasked with learning as much about their organisms as they can from peer-reviewed scientific literature sources. Their task then was to design a set of scientific experiments to test the types of environmental conditions most optimum for the growth and sustainability of their particular microbe. This initially involved the development of a research question as well as hypotheses based upon information obtained during previous examinations of existing literature. Data derived, analyses conducted, and conclusions will be developed and written up as a scientifically designed report. The experience gained by these undergraduate research students working through the scientific method of investigation rather than simply reading about it, regardless of whether they study microbes or build bridges, will be priceless in their future.

Students from the Golden Eagle Club at Leesburg Elementary School were treated to a magical surprise on the $21^{\text {st }}$ of May. As you probably remember, LSSC English professor Amber Karlins previously visited the after-school tutoring program to teach students about storytelling. Using what they learned, students were split into groups to write their own short stories. With the help of another English professor, Jacklyn Pierce, Amber put together two illustrated books. The books are titled "Cupcake the Mer-icorn" and "The Unicorn, the Mermaid, and the Wolf". Amber, Jackie, and Swoop the Lakehawk paid a visit to Leesburg Elementary to gift the students with their own individual books. A special thanks to Leesburg Elementary, Amber, Jackie, and Kevin for making this happen and capturing this moment! LSSC again is conducting the Women's STEM Camp as a part of the NSF-ATE grant. The first week of the camp was June 3-6 and included 12 middle and high school girls from Sumter County who spent the week learning about alternative energy while studying the function of a fuel cell and building a solar phone charger and a model solar-powered car. Duke Energy provided bus transportation for a field trip to the Orlando Science Center and a guided tour of the site. The week ended with a visit from NASA astronaut Captain Winston Scott on Thursday afternoon. This year we were able to offer a
second camp for young women in Lake County and that camp is going on this week and includes 35 campers.

We had an exciting first week of the RISE Summer Math Academy with 28 students (19 from South Sumter and 9 from Wildwood). On the first day the students completed their diagnostic work and began making progress on their personalized math learning pathway. Jenni Kotowski did a wonderful job of setting the tone for the academy by getting the students talking to each other in ice-breaker activities. In addition to working on improving their math skills, RISE students visited the South Lake Campus in Clermont where they were treated to tours of the science and nursing labs (Thanks to Tamela Mankewich, Latisha McCray, Ron Cope, and Steve Clark) and were given a 3-D printer demonstration (Thanks to Andrea Gehringer).

In a reflection where students were asked to state things they have learned so far, one student wrote, "I learned how to ask questions and I learned to be more confident in myself". There was also a comment that the food has been "superb". Special thanks to Dr. Claire Brady, Dr. Byrd, Panda Care and many staff and faculty for their contributions towards lunch, snacks, and drinks.

## Heather Bigard

Dr. Bigard thanked the members on her team for working tirelessly on the budget, technology plan, and the plant survey and CIP.

She also gave a division update,

- Launched Implementation of the Strategic Plan
- Attended the Council of Business Affairs meeting; serving as Vice Chair.
- Completed the Budget Reconciliation process for 2019-20 for approval at the June District Board of Trustees meeting.
- Compiled and prioritized facility improvement needs for inclusion in the Capital Improvement Plan.


## ATHLETICS

## Mike Matulia, Director of Athletics

- 42/65 Student-Athletes recorded 3.0 GPA's or higher
- 4- President's List and 9 Dean's List
- 8- NJCAA All-Academic Individual Honors
- Baseball Player, Robbie Scott received All-State Honors and was selected for the AllDistrict Gold Glove Team
- All LSSC teams achieved team GPA's of 3.0 or higher: Volleyball 3.19; softball 3.10; baseball 3.05 (All will make the NJCAA Academic Team of the Year list)
- Hosting Summer Camps for Baseball, Softball and Volleyball
- Conducting SOAR orientation for Student-Athletes for fall enrollment; 20-30 additional student-athletes with the addition of new sports.
- Baseball Coach, Rich Billings received the "Coach of the Year" for the Lake County Fellowship of Christian Athletes
- The Men's and Women's Cross Country teams are full for 2019-20!


## FACILITIES

## Andrew Bicanovsky, Director of Facilities

- Career Source has taken occupancy in Building M.
- Mr. Jeffrey DiBouno has joined the team as Maintenance Technician II for the South Lake Campus.
- Updated the testing center in South Lake for the Office of Disability,
- Submitted annual capital improvement project and drafted five-year educational plant survey to Leadership for review.
- Acquired two new Ford F-150 trucks as a donation from The Villages Commercial Community District.
- Assisted New Visions with their annual facility and safety inspection.


## FINANCIAL AID

## Katrina Bennett, Director of Financial Aid

- Financial Aid Awards have been packaged for 1,120 students for 2019-2020.
- Financial Aid Self Service pages were updated to reduce paper communications.


## HUMAN RESOURCES

## Pam Fletcher, Director of Human Resources

- Conducted leadership training at Advent Waterman, a community partner, as part of the College's service to the community.
- Obtained Cabinet and Planning Council approval of revised Tobacco-Free and SmokeFree Admin Pro and Family Medical \& Leave Act Admin Pro.
- Launched NeoGov online personnel requisition process with pilot group.


## INFORMATION TECHNOLOGY Doug Guiler, Chief Information Officer

- Completed New Technology Plan for 2019-2022.
- Upgraded BDM (Banner Document Manager). Staff can now use any browser to access the BDM data versus only using IE previously. The new BDM is also Single Sign on (SSO) compliant.
- Installed Banner Communication Manager. Admissions and Financial Aid offices have requested a means to automatically email students, and this Banner module addresses that need.
- Implemented the new Banner 9 Course Search on the new college website, for prospective student course search. Saved the college valuable time and money by not modifying our old homegrown solution to fit.
- Automatically feeding staff directory information into the new college website.


## Committee Reports

2019-469
Executive Committee
Pete Wahl reported that the Executive Committee met and discussed items on the agenda.

## Foundation Liaison

Emily Lee reported that the Tony Pace Show was a success raising $\$ 5,000$ for the Veterans Program at LSSC. She thanked everyone for their support.

## Board Attorney's Report

2019-470
Mrs. Geraci-Carver reported that the college and the United Faculty of Florida have begun contract negotiations. An amendment has been prepared for the East Lake Property donation extending the various deadlines for closing development, state designation, etc. as well as addressing shared facility use with private or public entities.

A notice of claim has been received from Morgan and Morgan on behalf of Karen Parker. The college's insurance company is in receipt of the claim and is in communication with Ms. Parker's attorney.

A notice of employment discrimination has been filed against the college with the EEOC for a faculty position. The college is reviewing the allegations.
Mrs. Geraci-Carver's full report is located in the board packet.

## NEW BUSINESS

## Approval of \$2 per Credit Hour Security Equipment and Capital Improvement Fee

 2019-471\&472Dr. Sidor received a call from the Commissioner Corcoran's office asking the board to delay taking action Item 471 Approval of $\$ 2$ per credit hour Security Equipment Fee and Item $472 \$ 2$ per credit hour Capital Improvement Fee until we can speak with the Commissioner and the Governor.

A motion was made by Tim Morris and seconded by Marcia Butler to table Items 471 and 472 until July $9^{\text {th }}$ where a special board meeting has been scheduled, motion carried.

The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

## 2018-2019 Florida College System Annual Equity Report Update

## 2019-473

Pam Fletcher presented the 2018-2019 Annual Equity report that and there were no question from the board. Each year the state requires this report for how we are complying with the Florida statute requirements relating to non-discrimination, equal access to education, and employment at LSSC.

A motion was made by Tim Morris and seconded by Bret Jones, motion carried.
The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

## 2019-2020 Annual Operating Budget

2019-474
Dr. Bigard recommended that the board approve the 2019-2020 Annual Operating Budget with the caveat of fees that were included within the budget. If the news fees are not approved we will have to make the adjustments.

Bret Jones made a motion to approve, and Marcia Butler seconded, and the motion carried.
The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

## 2019-2020 Tuition and Fee Schedule

2019-475
Dr. Bigard prepared the tuition and fee schedule for FY19/20 there are no changes to the report except the report includes the Capital Improvement Fee and the Security Equipment fee that are still pending.

Bret Jones made a motion to approve with no changes to the tuition and fee schedule, and Marcia Butler seconded, and the motion carried.

The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

End of Year/FY 2019-2020 Budget Amendment/Transfer of Funds from Fund 1 to Fund 7 2019-476

Dr. Bigard reported a year-end balance projection from the operating budget of $\$ 513,435$. She recommended to the board to transfer $\$ 500,000$ from Fund 1 to Fund 7 in order to complete the projects that were discussed in the budget workshop.

Bret Jones made a motion to approve, and Marcia Butler seconded, and the motion carried.
The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

## Approval of Facilities Five-Year Survey

2019-477
Dr. Bigard reported that every five-years we go through an extensive process of a full inventory all of our student stations, classrooms, and labs to make sure they are coded properly in the state system. This is done so the state can calculate whether or not we are effectively using our space. We currently have too much space, and we have a plan to reduce this slightly to make sure we stay within the guidelines of 1,000 student stations.

Bret Jones made a motion to approve, and Emily Lee seconded, and the motion carried.

The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

## Approval of Capital Improvement Plan

 2019-478Dr. Bigard reported that the CIP is something that is done annually, where we prioritize the projects that we have in mind using, full state capital outlay dollars, as well as local funds and other sources. She discussed a few changes as far as how the reporting will be changed going forward being as transparent as possible as to how we are spending every dollar.

Bret Jones made a motion to approve, and Bryn Blaise seconded, and the motion carried.
The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

## First Reading Amended Board Rule 2.15-Tobacco and Smoke Free Campus

 2019-479It is the intent of the college to establish a smoke-free and tobacco-free college environment. The college would like to join the majority of the other Florida College System colleges that have already implemented this policy. The college recommends that the board review the amendment to board rule 2.15 and take action on July 24, at the regular board meeting.

Mr. Pete Wahl is against changing the policy from how it is currently written.

## Deletion of the Dental Hygiene Linkage Program

2019-480
The college seeks to terminate the agreement with Valencia College for the Dental Hygiene program due to low acceptance rates and minimal interest by LSSC students.

Tim Morris made a motion to approve, and Jennifer Hooten seconded, and the motion carried.
The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

## Modification of the Health Information Technology Program

2019-481
The 70 credit hour Health Information Technology (HIT) AS degree currently has an enrollment of approximately 45 students for the 2018-19 year. The enrollment has declined or remained steady since 2014-15.

Because of the low enrollment, lower completion rate, and significant costs associated with the program due to accrediting standards, LSSC recommends closing this program and the associated Healthcare Informatics Specialist College Credit Certificate.

The College proposes to close the Associate in Science in Health Information Technology and the Healthcare Informatics Specialist College Credit Certificate and replace it with an in-demand Associate in Science in Health Services Management that will include the Medical Coder/Biller and the Medical Office Management College Credit Certificates.

Bret Jones made a motion to approve, and Bryn Blaise seconded, and the motion carried.
The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

## CDL Training and Testing Program

2019-482
Rick Palmer presented the board with two options for starting a CDL Training and Testing Program at the Sumter Center. After reviewing the options the board was asked to approve option one, which is partnering with SunState CDL and moving forward with the program.

Bret Jones made a motion to approve, and Bryn Blaise seconded, and the motion carried.
The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

## OTHER CONSIDERATIONS

## As Needed by Chairman/President

$\checkmark$ Chairman Wahl reviewed the events on the calendar, He announced that the next Board meeting will be on Wednesday, July 24, 2019, at 5 p.m. for the regularly scheduled meeting at the Leesburg Campus.

There being no further business, the meeting was adjourned at 6:41 p.m.
Respectfully submitted,

## ATTEST:

Peter F. Wahl, Chairman

Stanley M. Sidor, Ed. D.
Secretary/College President
Recording Secretary: Claudia Morris

# DISTRICT BOARD OF TRUSTEES LAKE-SUMTER STATE COLLEGE Leesburg, Sumterville, Clermont Florida 

Workshop on<br>2019-2020 Budget

## June 19, 2019

A Workshop for the District Board of Trustees, Lake-Sumter State College, on the 2019-20 Year-End Projections and 2019-2020 Budget was called to order in the Board Room, Student Services Building, Leesburg Campus, on Wednesday, June 19, 2019 at 4:00 p.m. by Mr. Peter Wahl, Board Chairman. Board members in attendance were Mr. Bryn Blaise, Mrs. Marcia Butler, Mr. Bret Jones, Mrs. Jennifer Hill, Mrs. Jennifer Hooten, Ms. Emily Lee, and Mr. Tim Morris.

## Presentation of the 2019-2020 Year-End Projections/General Operating Funds.

Dr. Heather Bigard, Vice President of Administration \& Financial Services, conducted a review of the year-end projections for 2019-20 totaling \$25,829,075. Dr. Bigard presented a PowerPoint which detailed the Projected Revenues and Projected Expenses for 2019-20. Board Reserves and fund balance data was shared.

She reported that our budget priorities are similar to last year. We plan to continue to improve compensation for our employees, this year we will focus on staff compression, as a result of the salary classification study. We plan to invest $\$ 300,000$ in staff compression. Critical facilities repairs, Fund 7 , and our legislative request we will be making forward movement on improving our facilities. We will be launching cross country and beach volleyball programs, and the Bachelors of Applied Science in Secondary Education and CDL, are two academic programs under review for funding.

Fall head count has been projected at a $5 \%$ increase with distance learning courses continuing to escalate. The Leesburg campus enrollment continues to decline, and we will be keeping an eye on this. Student and tuition fees are being projected at $\$ 9,710,133$. She spoke about state funding per student and reported that the funding formula is changing and cause a net change per student per FTE basis for 2020. The budget expense overview for the upcoming year comes in around $\$ 25.8 \mathrm{~m}$. A transfer request for $\$ 500,000$ from the Fund 1 surplus balance to Fund 7, will take action during the full board meeting.

Fund 7 priorities include, HVAC replacement, three roof replacements, (CTL, Liberal Arts, and Gymnasium), technology, improved signage, furniture and ADA compliance, and renovations for restrooms and ADA compliant. She also updated the group on the SREF requirements for added security measures, which will require the need for additional funding.

Chairman Wahl thanked everyone who had worked on the preparation of the Budget and for their efforts in planning for the next budget cycle.

There being no further business, the meeting was adjourned at 4:30 p.m.
Respectfully submitted,

## ATTEST:

Peter F. Wahl, Chairman

[^1]
# DISTRICT BOARD OF TRUSTEES LAKE-SUMTER STATE COLLEGE LEESBURG, SUMTERVILLE, CLERMONT <br> JULY 16, 2019 

The special meeting of the District Board of Trustees, Lake-Sumter State College, was called to order at 8:00 p.m. on July 16, 2019, in the Board Room at the Leesburg Campus, by Mr. Pete Wahl, Board Chairman. In attendance was Bryn Blaise, Marcia Butler, Jennifer Hill, Jennifer Hooten, Emily Lee, and Tim Morris. Mr. Wahl welcomed those in attendance and invited them to join in the Pledge of Allegiance followed by a moment of silence.

## NEW BUSINESS

## Approval of \$2 per Credit Hour Security Equipment Fee \& Capital Improvement Fee 2019-471\&472

Dr. Sidor reported that he met with Commissioner Richard Corcoran, Chancellor Hebda, and 26 of the 28 Florida College System Presidents. Dr. Sidor recommends the approval of the Security Equipment Fee and the Capital Improvement Fee.

Emily Lee made a motion to recommend the approval of the $\$ 2.00$ per credit hour security fee and Marcia Butler seconded, motion carried.

The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Lee, Morris, and Wahl.

Emily Lee made a motion to recommend the approval of the $\$ 2.00$ per credit hour Capital Improvement fee and Bryn Blaise seconded, motion carried.

The motion was passed with the following vote: Voting "yea" - Blaise, Butler, Hill, Hooten, Lee, Morris, and Wahl.

There being no further business, the meeting was adjourned at 8:15 a.m.
Respectfully submitted,
ATTEST:

Peter F. Wahl, Chairman

[^2]
## LakeSumter

## State College

## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

TO: Lake-Sumter State College
District Board of Trustees
FROM: Stanley M. Sidor
President


RE: 484- Human Resources Transactions

## OVERVIEW:

It is the intent of the College to keep the District Board informed of appointments, separations, resignations, and other Human Resources transactions among employees in the faculty, administrator, managerial, professional administrative, professional craftstrades, and professional technical categories.

## ANALYSIS:

Please review attached summary.

## RECOMMENDATION:

The District Board acknowledges receipt and review of this information.

## FACULTY

| APPOINTMENT <br> Name <br> Mary Heikkinen | Position <br> Assoc Prof Business Admin | $\frac{\text { Classification }}{\text { F1-3 }}$ | $\frac{\text { Effective Date }}{08 / 13 / 2019}$ |
| :---: | :---: | :---: | :---: |
| RESIGNATION Name | Position | Classification | Effective Date |
| Awilda Delgado | Instructor Mathematics | F1-1 | 08/09/2019 |
| SEPARATION. |  |  | None |
| ADMINISTRATOR |  |  |  |
| APPOINTMENT Name | Position | Classification | Effective Date |
| Karen Hogans | Dean of General Studies | MA-10 | 07/01/2019 |
| Kathleen Sacco | Dean of Lib \& Learning Center | MA-10 | 07/01/2019 |
| Rickey Palmer | Director Capital Projects | MA-9 | 07/01/2019 |
| RESIGNATION Name | Position | Classification | Effective Date |
| Andrew Bicanovsky | Director Facilities | MA-9 | 07/18/2019 |
| SEPARATION. |  |  | None |
| MANAGERIAL |  |  |  |
| APPOINTMENT Name | Position | Classification | Effective Date |
| Loren Fowler | Academic Advisor SL | MA-4 | 07/08/2019 |
| RESIGNATION |  |  |  |
| Tanya Harris-Rocker | Program Manager LSAMP | MA-5 | 07/17/2019 |
| SEPARATION. |  |  | None |
| OTHER......... |  |  | ..........None |

PROFESSIONAL ADMINISTRATIVE

| RESIGNATION Name | Position | Classification | Effective Date |
| :---: | :---: | :---: | :---: |
| Doreen Murphy | Sr. Prog Specialist Admissions | A2-6 | 07/01/2019 |
| Victoria Wentworth | Admin Specialist LC | A2-1 | 07/08/2019 |
| Emily Cammarano | Transcript Evaluator | A1-9 | 07/18/2019 |
| APPOINTMENT SEPARATION OTHER |  |  | ...None <br> ...None <br> ...None |
| PROFESSIONAL CRAFTS-TRADES |  |  |  |
| APPOINTMENT SEPARATION RESIGNATION.. OTHER. |  |  | ...None <br> ...None <br> ... None <br> ...None |
| PROFESSIONAL TECHNICAL |  |  |  |
| APPOINTMENT Name | Position | Classification | Effective Date |
| Shannon Haskins | Assistant Theatre Tech | T4-4 | 07/01/2019 |
| Davis Heister | Assistant Theatre Tech | T4-4 | 07/01/2019 |
| Danielle Bowen | eLearn Instr Design Qual Coord | T1-7 | 07/08/2019 |
| Thomas Yaccarino | elearning Dig. Med. Producer | T1-6 | TBD |
| SEPARATION RESIGNATION OTHER |  |  | ....... None ........ None None |

## Lake Sumter

## State College

## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

TO: Lake-Sumter State College
District Board of Trustees
FROM: Stanley M. Sidor
President


RE: $\quad 485$ - Monthly Fiscal Report

## OVERVIEW:

Each month a report is provided to the District Board of Trustees accounting for the activity in the major operating fund (Fund 1) of the College. This report is prepared by the offices of the Vice President of Business Affairs and the Controller, and is intended to keep the Board apprised of the financial condition of budget and the operating funds of the College.

## ANALYSIS:

The General Operating Budget Fund 1 Report, is attached to this agenda item.

## RECOMMENDATION:

It is recommended that Board approve this item as presented.

## Division of Business Affairs

MEMORANDUM

To: Dr. Sidor, President<br>District Board of Trustees

From: Dr. Bigard, Executive Vice President

Date: July 24, 2019

Re: Monthly Fiscal Report - YTD June 2019
Each month a fiscal report is prepared to appraise your office and the District Board of Trustees on the status of the College budget. The Fiscal Status Report of the General Operating Fund (Fund1) provides a comparative summary of budget-to-actual revenues and expenses for the current period.

## FUND 1 OPERATING BUDGET

We are currently twelve months into our fiscal year or $100 \%$ completed. Year-end adjusting entries are in progress.

## Revenues

Total revenue booked to date is $\$ 24,201,321$, or $97 \%$ of the total budget of $\$ 25,029,134$.
Year-end transfers from Auxiliary and Fund 2 will be made once posting in FY19 has completed in July of 2019.

- Tuition and fee revenue is trending above budget and is projected to be $\$ 9,254,402$ which is $5 \%$ over the budgeted amount.
- State support revenue is received throughout the fiscal year in installments. We have received a total of $\$ 11,199,199$ in General Revenue and Performance Funding and $\$ 3,212,033$ in Lottery funds.
- Other Income and Other Support actuals are projected to be under budget.


## Expenses

Actual expenses to-date total $\$ 22,870,226$ or $92 \%$ of the total budget of $\$ 24,828,566$.

- Salaries and benefits to-date are $\$ 17,678,794$ or $93 \%$ of budget.
- Operating and capital expenses to-date are $\$ 5,191,432$ or $93 \%$ of budget.


## Year-End Projection

Revenues are projected to exceed expensed by $\$ 549,017$. A transfer of $\$ 500,00$ to Fund 7 for maintenance and support of campus infrastructure was approved at the June Board meeting.

Attachment: June 2019 Operating Fund 1 Budget Report

|  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
|  |  | Lake-Sumter State College |  |  |  |
|  |  |  |  |  |  |
|  |  | Fiscal Status Report - Fund $\mathbf{1}$ |  |  |  |

## Transfer to Fund 7

LakeSumter
State College

## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

TO: Lake-Sumter State College
District Board of Trustees
FROM: Stanley M. Sidor
President


RE: $\quad 486$ - Facilities Monthly Report

## OVERVIEW:

The Facilities Department prepares a monthly report on the status of capital projects and major repairs.

## ANALYSIS:

A report on the status on facility projects is attached.

## RECOMMENDATION:

Acknowledge the current facilities project report.

| Facilities Report June 2019 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| PROJECT | BUDGET | FUNDING | STATUS | COMMENTS |
| Infrastructure Project Phase II (Leesburg) | \$687,000 | PECO | In Progress | Progress to date: Initiated change order to comply with updated timeline. Kickoff meeting to be scheduled. |
| Exterior Lighting and LED Lighting Upgrades (All campuses) | \$40,000 | LOCAL | In Progress | Progress to date: <br> Project continues with exterior lighting upgrades being installed on the South Lake and Leesburg Campus. |
| Signs and Branding <br> (All campuses) | \$65,000 | LOCAL | Design | Progress to date: <br> Final phase of design for South Lake. Waiting on approval of location and signage. Leesburg to have modifications to existing signs and additional signs installed. |
| ADA Civil Rights Survey <br> (All campuses) | \$5,000 | LOCAL | Planning | Progress to date: <br> Continuing to correct the findings of the Office of Civil Rights survey on the Leesburg campus. South Lake and Sumter campuses are complete. The corrections include items such as restroom fixtures, signage and building access. The project is $95 \%$ complete. |
| SSB Second Floor HVAC Replacement (Leesburg) | \$300,000 | PECO | Planning | Progress to date: <br> Phase I of project has started. Parts and materials have been encumbered. Work will start with installation of cabling and wiring by in-house staff by end of the month. |
| Grounds Beautification | \$150,000 | LOCAL | In Progress | Progress to date: <br> Progress continues on irrigation repairs. South Lake irrigational is working, Leesburg well pump controllers are in repair status. Sumter irrigation needs much work. Working with landscape contractor to determine best needs. New outdoor table umbrellas have been ordered to replace existing fixtures on the Leesburg campus. |
| South Lake Building \#1 Cooling Unit Replacement | \$160,000 | LOCAL | Design/Scope | Progress to date: Engineering and design agreement has been signed. Obtaining final bids for review. Project goal is to correct multiple deficiencies in the facility under the current budget that we have allocated. |
| LE Building M Parking Lot | \$65,000 | PECO | Bidding | Progress to date: Reviewing bids submitted. This project will repair and restripe existing Building M parking areas and pave gravel area on North side of building. |

## LakeSumter

State College

## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

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TO: Lake-Sumter State College
    District Board of Trustees
FROM: 隹 Stanley M. Sidor Sresident div/
RE: 487- Purchases over $25,000
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## OVERVIEW:

Each month a report is provided to the Board of Trustees accounting for any purchases that have been approved by the President which fall between $\$ 25,000$ and $\$ 150,000$. This report is prepared by the Office of the Executive Vice President and is intended to keep the Board apprised of these purchases which fall under the authority of the President to be approved.

## ANALYSIS:

The Purchases greater than $\$ 25,000$ for the period 06/01/2019-06/30/2019 are attached.

## RECOMMENDATION:

It is recommended that the Board acknowledge or accept this item as written.

# Purchase Orders over \$25,000 

For June 2019

| Vendor: | Automated Logic of Central Florida |
| :--- | :--- |
| Item Description: | Installation of ALC Controls and Devices |
| Amount: | $\$ 55,720.00$ |
| Purchase Order \#: | P1900519 |
| Vendor Code: | AUTLOG |

## LakeSumter

 State College
## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

| TO: | Lake-Sumter State College <br> District Board of Trustees |
| :--- | :--- |
| FROM: $\quad$Stanley M. Sidor <br> President |  |
| RE: $\quad$488-Approval of the Lake-Sumter State College Foundation, Inc. as a <br> Direct Support Organization |  |

## OVERVIEW:

Board Rule 1.07 requires the District Board of Trustees to annually approve all direct support organizations (DSO). Currently, the Lake-Sumter State College Foundation, Inc. is the only approved DSO.

## ANALYSIS:

The Lake-Sumter State College Foundation, Inc., is registered with the Florida Department of State through December 31, 2019 and is required to file an annual report. The 2019 annual report was filed on February 11, 2019 and all fees have been paid. A copy of the report is attached. The current officers of the Foundation are: Josh Gonzales, President; David Jordan, Vice-President; Mary Beth Morris, President-Elect; Carl Specci, Treasurer; Dr. Laura Byrd, Executive Director/Secretary; Dr. Stanley Sidor, LSSC President; Emily Lee, Board of Trustee Liaison; and Jeremy Norton, Faculty Liaison

## RECOMMENDATION:

It is recommended that the Board approve this item as written.

2019 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT
DOCUMENT\# 750806
Entity Name: LAKE-SUMTER STATE COLLEGE FOUNDATION, INC.

FILED
Feb 11, 2019
Secretary of State 2472153415CC

## Current Principal Place of Business:

9501 US HWY 441
LEESBURG, FL 34788

Current Mailing Address:
9501 US HWY 441
LEESBURG, FL 34788
FEI Number: 59-1990323
Certificate of Status Desired: No
Name and Address of Current Registered Agent:
BYRD, LAURA A. DR.
36931 LAKE YALE DR
GRAND ISLAND, FL 32735 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.
SIGNATURE:
DR. LAURA A. BYRD
02/11/2019
Electronic Signature of Registered Agent
Date

## Officer/Director Detail :

| Title | VICE PRESIDENT | Title | PAST PRESIDENT |
| :---: | :---: | :---: | :---: |
| Name | JORDAN, DAVID | Name | HOLT, LINDSAY |
| Address | 368 RESERVE DRIVE | Address | 17426 COBBLESTONE LN |
| City-State-Zip: | TAVARES FL 32778 | City-State-Zip: | CLERMONT FL 34711 |
| Title | PRESIDENT | Title | COLLEGE PRESIDENT |
| Name | GONZALEZ, JOSH | Name | SIDOR, STANLEY DR. |
| Address | 16541 ROCKWELL HEIGHTS LANE | Address | 403 WATERWOOD DRIVE |
| City-State-Zip: | CLERMONT FL 34711 | City-State-Zip: | YALAHA FL 34797 |
| Title | TREASURER | Title | SECRETARY |
| Name | SPECCI, CARL | Name | BYRD, LAURA A. |
| Address | 33844 SILVER PINE | Address | 36931 LAKE YALE DR |
| City-State-Zip: | LEESBURG FL 34788 | City-State-Zip: | GRAND ISLAND FL 32735 |
| Title | PRESIDENT ELECT |  |  |
| Name | MORRIS, MARY ELIZABETH |  |  |
| Address | 53 CAMINO REAL |  |  |
| City-State-Zip: | HOWEY IN THE HILLS FL 34737 |  |  |

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.
SIGNATURE: LAURA A. BYRD, ED.D.
AVP INSTITUTIONAL 02/11/2019 ADVANCEMENT, EXECUTIVE DIRECTOR, FOUNDATION

## LakeSumter

State College

## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

TO: Lake-Sumter State College<br>District Board of Trustees<br>FROM: Rebecca Nathanson<br>Director of Campus Safety<br>RE: $\quad 489$ - Statewide Mutual Aid Agreement

## OVERVIEW:

Attached is a copy of the Statewide Mutual Aid Agreement. This agreement provides a mutual aid process with the State that can be activated at the College's request in the event of an incident that exceeds our capacity to respond.

ANALYSIS:
The plan requires the Board's approval.

## RECOMMENDATION:

It is recommended that the Board approve this item.

# DIVISION OF EMERGENCY MANAGEMENT 

## 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.

Apolicability 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.


#### Abstract

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 selfinsurer.
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 $\mathbf{X}$.

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
$\qquad$
Director

ATTEST:
CLERK OF THE CIRCUIT COURT
$\qquad$
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF COUNTY, STATE OF FLORIDA

By: $\qquad$
Chairman
Date: $\qquad$
Approved as to Form:

By:
County Attorney

# FOR ADOPTION BY A CITY 

```
STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
```



ATTEST:
CITY CLERK
$B y:$ $\qquad$

Title: $\qquad$

CITY OF
STATE OF FLORIDA
By: $\qquad$

Title: $\qquad$

Date: $\qquad$

Approved as to Form:

By:
City Attorney

# FOR ADOPTION BY AN EDUCATIONAL DISTRICT 

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:
Date: $\qquad$
Director
$\overline{\text { STATE OF FLORIDA }}$ SCHOOL DISTRICT,

STATE OF FLORIDA

By :
By: $\qquad$

Title: $\qquad$ Title: $\qquad$

Date: $\qquad$

Approved as to Form:

By:
Attorney for District

## FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:
Date: $\qquad$
Director

ATTEST:
BOARD OF TRUSTEES
OF
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OFIVERSITY, STATE OF FLORIDA

By: $\qquad$
Chairman
Date: $\qquad$
Approved as to Form:

By:
Attorney for Board

# FOR ADOPTION BY A SPECIAL DISTRICT 

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
Date: $\qquad$
Director
$\square$ SPECIAL DISTRICT,

STATE OF FLORIDA
$\qquad$

Title: $\qquad$ Title: $\qquad$

Date: $\qquad$

Approved as to Form:

By:
Attorney for District
19

# FOR ADOPTION BY AN AUTHORITY 

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

| $\text { By: } \overline{\text { Director }}$ | Date: |
| :---: | :---: |
| ATTEST: | BOARD OF TRUSTEES OF |
|  | AUTHORITY, STATE OF FLORIDA |
| By: | By: |
| Clerk | Chairman |
|  | Date: |
|  | Approved as to Form: |
|  | By: $\qquad$ Attorney for Board |

# FOR ADOPTION BY A NATIVE AMERICAN TRIBE 

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: $\overline{\text { Director }}$
Date: $\qquad$

ATTEST:
TRIBAL COUNCIL OF THE
TRIBE OF FLORIDA

By: $\qquad$ Council Clerk

By:
Chairman
$\qquad$

Date: $\qquad$
Approved as to Form:

By:
Attorney for Council

# FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT 

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: $\overline{\text { Director }}$

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: $\qquad$ By: $\qquad$

Title: $\qquad$ Title: $\qquad$

Date: $\qquad$

Approved as to Form:

By:
Attomey for District
Date: $\qquad$

## FORM C

## CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: $\qquad$
Mailing Address: $\qquad$

Authorized Representative Contact Information
Primary Authorized Representative
Name:
Title:
Address:
Day Phone: $\qquad$ Night Phone: $\qquad$
Facsimile: $\qquad$ Email: $\qquad$
$1^{\text {st }}$ Alternate Authorized Representative

Name:
Title:
Address:
Day Phone: $\qquad$ Night Phone: $\qquad$
Facsimile: $\qquad$ Email: $\qquad$
$2^{\text {nd }}$ Alternate Authorized Representative

Name: $\qquad$
Title: $\qquad$
Address:
Day Phone: $\qquad$ Night Phone: $\qquad$
Facsimile: $\qquad$ Email:

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

# SAMPLE AUTHORIZING RESOLUTION <br> FOR ADOPTION OF <br> STATEWIDE MUTUAL AID AGREEMENT 

## RESOLUTION NO.

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

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it 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 $\qquad$ that in order to maximize the prompt, full and effective use of resources of all participating govemments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

## ADOPTED BY:

DATE:
I certify that the foregoing is an accurate copy of the Resolution adopted by
on $\qquad$ .

BY: $\qquad$

TITLE: $\qquad$
DATE: $\qquad$

$\left.\begin{array}{|l|l|}\hline \text { PART IV } \\ \hline \text { MTATEWIDE MUTUAL AID AGREEMENT } \\ \text { Type or print all information except signatures } \\ \text { Form B (continued) }\end{array}\right]$

## FEMA's SCHEDULE OF EQUIPMENT RATES

## DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY

RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472


#### Abstract

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 Reliof 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 cosis 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 cosis.

Information regarding the use of the Schedule is contained in 44 CFR $\$ 206,228$ Allowable Cosls. Rates for equipment not listed will be fumished by FEMA upon request. Any appeals shall be in accordance with 44 CFR 5 206.206 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 |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Code | Equipment | Specifications | Capacity or Size | HP | Notes | Unit | 2017 Rate |
| 0010 | Air Compressor | Alr Delivery | 41 CFM | to 10 | Hoses included. | hour | \$1.51 |
| 8011 | Air Compressor | Air Delivery | 103 CFM | 1030 | Hoses included. | hour | \$8.84 |
| 8012 | Air Compressor | Air Delivery | 130 CFM | 1050 | Hases included. | hour | \$11.14 |
| 8013 | Air Compressor | Air Dellivery | 175 CFM | to 90 | Hoses included. | hour | \$18.39 |
| 8014 | Air Compressor | Air Delivery | 400 CFM | 10145 | Hoses included. | hour | \$30.47 |
| 8015 | Air Compressor | Air Delivery | 575 CFM | to 230 | Hoses included. | hour | \$48.71 |
| 8016 | Air Compressor | Air Dellvery | 1100 CFM | 10355 | Hoses included. | hour | \$92.88 |
| 8017 | Air Compressor | Air Delivery | 1600 CFM | 10500 | Hases included. | hour | \$96.96 |
| 8040 | Ambulance |  |  | 10150 |  | hour | \$28.00 |
| 8041 | Ambulance |  |  | 10210 |  | hour | \$40.50 |
| 8050 | Board, Anow |  |  | 108 | Trailer Mounted. | hour | \$4.43 |
| 8051 | Board. Message |  |  | 105 | Trailer Mounted. | hour | \$11.61 |
| 8060 | Auger, Portable | Hole Diameter | 16 ln | 106 |  | hour | \$2.14 |
| 8061 | Auger, Portable | Hole Diameter | 18 in | to 13 |  | hour | \$4.30 |
| 8062 | Auger, Tractor Mntd | Max. Auger Diameter | 36 ln | to 13 | Includes digger, boom and mounting hardware. | hour | \$3.16 |
| 8063 | Auger, Truck Mnid | Max. Auger Size | 24 ln | 10100 | mounting hardware. Add this rale to tractor rate for total | hour | \$34.28 |
| 8064 | Hydraulic Posi Driver |  |  |  |  | hour | \$35.10 |
| 8065 | Auger | Horizontal Directional Boring Machine | $250 \times 100$ | 300 | DD-1408 YR-2003 | hour | \$169.40 |
| 8066 | Auger | Horizontal Direcional Boring Machine | $50 \times 100$ |  |  | hour | \$31.95 |
| 8067 | Auger, Directional Boring Machine | Auger, Directional Boring Machine |  |  |  | hour | \$36.97 |
| 8070 | Autornobile |  |  | ta 130 | Transporling people. | mile | \$0.535 |
| 8071 | Automobile |  |  | 10130 | Transporting cargo, | hour | \$12.32 |
| 8072 | Automobile, Pollce |  |  | 10250 | Patrolling. | mile | \$0.535 |
| 8073 | Automobile, Pollce |  |  | to 250 | Stationary with engine running. | hour | \$15.69 |
| 8075 | Motorcycle, Police |  |  |  |  | mile | \$0.505 |
| 8076 | Automibile - Chevy Trailblazer | 6 or 8 cl |  | 285 to 300 |  | hour | \$22.00 |
| 8077 | Autornabile - Ford Expedition | Fire Command Center |  |  |  | hour | \$19.00 |
| 8080 | All Terrain Vehicle (ATV) | Engine 110cc, 4-Wheel; 20" tyre |  | 6.5-7.5 |  | hour | 38.20 |
| 8081 | All Terrain Vehicle (ATV) | Engine 1250c, 4-Wheel; 21 " tyre |  | 7.6-8.6 |  | hour | 38.50 |
| 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) | Engino 300cc, 4-Wheel; 24" tyre |  | 18-20 |  | hour | \$10.20 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 8086 | All Terrain Vehicle (ATV) | Engine 400cc. 4-Wheel; 25" lyre |  | 26-28 |  | hour | \$11.64 |
| 8087 | All Terrain Vehicle (ATV) | Engine 450cc, 4-Wheel; $25^{\prime \prime}$ tyre |  | 26-28 |  | hour | \$12.40 |
| 8088 | All Terrain Vehicle (ATV) | Engine 650cc, 4-Wheel; $25^{\prime \prime}$ tyre |  | 38-40 |  | hour | \$13.20 |
| 8089 | All Terrain Vehicle (ATV) | Engine 750ce, 4-Wheel; $25^{\prime \prime}$ tyre |  | 44-46 |  | hour | \$14.00 |
| 8110 | Barge, Deck | Size | $50^{\prime} \times 35^{\prime} \times 7.25^{\prime}$ |  |  | hour | \$49.10 |
| 8111 | Barge, Deck | Size | $50^{\prime} \times 35{ }^{\prime} \times 9^{\prime}$ |  |  | hour | \$58.70 |
| 8112 | Barge, Deck | Size | $120 . \times 45^{\prime} \times 10^{\prime}$ |  |  | hour | \$109.50 |
| 8113 | Barge, Deck | Size | $160^{\prime} \times 45^{\prime} \times 11^{\prime \prime}$ |  |  | hour | \$133.75 |
| 8120 | Boai, Tow | Size | $55^{\prime} \times 20{ }^{\prime} \times 5$ | 10870 | Steel. | hour | \$317.54 |
| 8121 | Boat, Tow | Size | $60^{\prime} \times 21 \times 5{ }^{\prime}$ | to 1050 | Steel. | hour | \$358.65 |
| 8122 | Boal, Tow | Size | $70^{\prime} \times 30 \times 7.5$ | to 1350 | Steel. | hour | \$569.00 |
| 8123 | Boal, Tow | Size | $120^{\prime} \times 34^{\prime} \times 8{ }^{\prime}$ | 102000 | Steel. | hour | \$1,094.24 |
| 8124 | Airboat | B15AGIS AIrboat w/spray unit | $15^{\prime} \times 8^{\prime}$ | 400 |  | hour | \$31.00 |
| 8125 | Airboat | 815AGIS Alirboat w/spray unit | $15^{\prime} \times \mathrm{B}^{\prime}$ | 425 |  | hour | \$31,95 |
| 8126 | Swamp Buggy | Conquest | - | 360 |  | hour | \$39.25 |
| 8129 | Compactor-2-Ton Pavement Roller | 2 lon |  |  |  | hour | \$28.25 |
| 8130 | Boal, Row |  |  |  | Heavy duty. | hour | \$1.44 |
| 8131 | Boat, Runabout | Size | $13^{\prime} \times 5^{\prime}$ | 1050 | Outboard. | hour | \$12.00 |
| 8132 | Boat. Tender | Size | $14^{\prime} \times 7{ }^{\prime}$ | 10 100 | Inboard with 360 degree drive. | hour | \$16.50 |
| 8133 | Boat, Push | Size | $45^{\prime} \times 21^{\prime} \times 66^{\circ}$ | to 435 | Flat hull. | nour | \$217.20 |
| 8134 | Boat, Push | Size | $54^{\prime} \times 21^{\prime} \times 6{ }^{\prime}$ | 10525 | Flat hull. | hour | \$267.35 |
| 8135 | Boat, Push | Size | $58^{\prime} \times 24^{\prime} \times 7.5{ }^{\prime}$ | 10705 | Flat hull. | hour | \$325.35 |
| 8136 | Boat, Push | Size | $64^{\prime} \times 25^{\prime} \times 8^{\prime}$ | 10870 | Flat hull. | hour | \$358.50 |
| 8140 | Boat, Tug | Length | 16 FI | to 100 |  | hour | \$42.80 |
| 8141 | Boat, Tug | Length | 18 Fl | to 175 |  | hour | \$62.55 |
| 8142 | Boat, Tug | Length | 26 Ft | 10250 |  | hour | 578.95 |
| 8143 | Boat, Tug | Length | 40 Fl | 10 380 |  | hour | \$196,50 |
| 8144 | Boat, Tug | Length | 51 Fl | 10700 |  | hour | \$271.85 |
| 8147 | Boat, Inflalable 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 $15^{\prime \prime}$ shaft |  | 15 |  | hour | \$1,50 |
| 8150 | Broom, Pavement | Broom Length | 72 In | to 35 |  | hour | \$24.50 |
| 8151 | Broom, Pavement | Broom Length | 96 in | 10 100 |  | hour | \$27.60 |
| 8153 | Broom. Pavement, Mntd | Broam Length | 72 ln | to 18 | Add Prime Mover cost for total rate | hour | \$6.20 |
| 8154 | Broom, Pavement, Pull | Broom Lenglh | 84 ln | to 20 | Add Prime Mover cosif for total rate | hour | \$20.77 |
| 8157 | Sweeper, Pavement |  |  | 10110 |  | hour | \$76.70 |
| 8158 | Sweeper, Pavement |  |  | to 230 |  | hour | \$96.80 |
| 8180 | Bus |  |  | 10150 |  | hour | \$20.95 |
| 8181 | Bus |  |  | 10210 |  | 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 | $20^{\prime \prime}$ Bar 5.0 cu in |  |  |  | hour | \$2.45 |
| 8189 | Chainsaw | $20^{\prime \prime} \mathrm{Bar} 6.0 \mathrm{cu} \mathrm{in}$ |  |  |  | hour | \$2.65 |
| 8190 | Chain Saw | Bar Length | 16 ln |  |  | hour | \$1.70 |
| 8191 | Chain Saw | Bar Length | 25 ln |  |  | hour | \$3.45 |
| 8192 | Chain Saw, Pole | Bar Size | 18 in |  |  | hour | \$1.25 |
| 8193 | Skidder | model 748 E |  | 10173 |  | 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 | Bf | 10190 |  | 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 |  | 10 247 |  | hour | \$187.75 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| B199 | Log Trailer | 40 fl |  |  |  | hour | S9,90 |
| B200 | Chipper, Brush | Chipping Capacity | 6 ln | to 35 | Trailer Mounted. | hour | \$8.60 |
| 8201 | Chipper, Brush | Chipping Capacity | 9 ln | 1065 | Trailer Mounted. | hour | \$16.86 |
| 8202 | Chipper, Brush | Chipping Capacity | 12 ln | 10 100 | Trailer Mounted. | hour | \$24.31 |
| 8203 | Chipper, Brush | Chipping Capacity | 15 ln | to 125 | Trailer Mounted, | hour | \$35.00 |
| 8204 | Chipper, Brush | Chipping Capacity | 18 ln | 10200 | Trailer Mounled. | hour | \$50.10 |
| 8208 | Loader - Tractor Knuckleboom | model Barko 595 ML |  | 10173 |  | hour | \$161.89 |
| B209 | Loader - Wheel | model 210 w/ Euck Saw 50 inch Bar |  | to 240 |  | hour | 597.00 |
| - 8210 | Clamshell \& Dragline, Crawler |  | 149,999 Jbs | 10235 | Bucket not included in rate. | hour | \$127.40 |
| 8211 | Ciamshell \& Dragiline, Crawler |  | 250,000 lbs | 10520 | Bucket not included in rate. | hour | \$166.20 |
| 8212 | Clamshell \& Dragiline, 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 | 331.70 |
| 8222 | Compactor, Vibratory, Drum |  |  | to 75 |  | hour | \$22.30 |
| 8223 | Compactor, preumatic, wheel |  |  | to 100 |  | hour | \$26.00 |
| 8225 | Compactor. Sanitation |  |  | 10 300 |  | hour | \$92.75 |
| 8226 | Compactor, Sanitation |  |  | 10400 |  | hour | \$152.30 |
| 8227 | Compactor, Sanitation |  |  | 535 |  | hour | \$249.75 |
| 8228 | Compactor, towed, Preumatic, Wheel |  | 10000 lbs |  | Include prime mover rate | hour | \$17.00 |
| 8229 | Compactor, lowed, Drum Slatic |  | 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 |  |  | 1075 |  | hour | \$64.25 |
| 8250 | Dozer, Crawler |  |  | 1075 |  | hour | \$51.30 |
| 8251 | Dozer, Crawler |  |  | to 105 |  | nour | \$38.30 |
| 8252 | Dozer. Crawler |  |  | 10160 |  | hour | \$93.74 |
| 8253 | Dozer, Crawler |  |  | 10250 |  | hour | \$149.75 |
| 8254 | Dozer, Crawler |  |  | to 360 |  | hour | \$201.10 |
| 8255 | Dozer, Crawler |  |  | to 565 |  | hour | \$311.80 |
| 8256 | Dozer, Crawler |  |  | 10850 |  | hour | \$294.10 |
| 8260 | Dozer, Wheel |  |  | 10300 |  | hour | \$61.00 |
| 8261 | Dozer, Wheel |  |  | 10400 |  | hour | \$94.10 |
| 8262 | Dozer, Wheel |  |  | 10500 |  | hour | \$178.65 |
| 8263 | Dozer, Wheel |  |  | to 62.5 |  | hour | \$239.60 |
| 8269 | Box Scraper | 3 hitch attach for tractor: 2007 Befco |  |  |  | hour | \$3.50 |
| 8270 | Eucket, Clamshell | Capacily | 1.0 CY |  | Includes teeth. Does not include Clamshell \& Dragline | hour | \$4.62 |
| 8271 | Bucket, Clamshell | Capacily | 2.5 CY |  | Includes teeth. Does not include Clamshell \& Dragline | hour | \$8.73 |
| 8272 | Bucket, Clamshell | Capacily | 5.0 CY |  | Includes leeth. Does nol include Clamshell \& Dragline | hour | \$13.10 |
| 8273 | Buckel, Clarnshell | Capacily | 7.5 CY |  | Includes leeth. Does not include Clamshell \& Dragline | hour | \$22.40 |
| 8275 | Bucket, Dragline | Capacily | 2.0 Cr |  | 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 | Capacily | 10 CY |  | Does not include Clamshell \& Dragline | hour | \$14.10 |
| 8278 | Aucket, Dragline | Capacily | 14 Cr |  | Does not include Clamshell \& Dragline | hour | \$18.65 |
| 8280 | Excavator, Hydraulic | Bucket Capacity | 0.5 CY | 1045 | Crawler, Truck \& Wheel. Includes bucket. | hour | \$18.00 |
| 8281 | Excavator, Hydraulic | Bucket Capacily | 1.0 Cr | to 90 | Crawler, Truck \& Wheel. Includes bucket. | hour | \$34.20 |
| 8282 | Excavator, Hydraulic | Bucket Capacily | 1.5 CY | 10 160 | Crawler, Truck \& Wheel. Includes bucket. | hour | \$52.70 |
| 8283 | Excavalor. Hydraulic | Bucket Capacily | 2.5 CY | 10265 | 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 | Buckel Capacily | 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 Lifit | Capacily | 6000 Lbs | 1060 |  | hour | \$13.00 |
| 8301 | Fork Lift | Capacity | 12000 Lbs | 1090 |  | hour | \$18.50 |
| 8302 | Fork Litt | Capacily | 18000 Lbs | to 140 |  | hour | \$24.00 |
| 8303 | Fork Lift | Capacily | 50000 Lbs | 10215 |  | hour | \$51.40 |
| 8306 | Fork Lift Material handler | Diesel, CAT TH360B | $6600-11500$ guwr lbs | 99.9 |  | hour | \$27.90 |
| 8307 | Fork Lift Material handler | Diesel, CAT TH480B |  | 99.9 |  | hour | \$30.15 |
| 8308 | Fork Litt Material handler | Diesel, CAT TH560日 |  | 99.9 |  | hour | \$35,80 |
| 8309 | Fork Lift Accessory | 2003 ACS Paddle Fork |  |  |  | hour | \$3,46 |
| 8310 | Generator | Prime Qutput | 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 Qutput | 210 kW | to 300 |  | hour | \$62.45 |
| 8316 | Generator | Prime Output | 280 KW | to 400 |  | hour | \$80.40 |
| 8317 | Generator | Prime Output | 350 KW | 10500 |  | hour | \$90.50 |
| 8318 | Generator | Prime Output | 530 kW | 10750 |  | hour | \$153.30 |
| 8319 | Generator | Prime Output | 710 KW | 101000 |  | hour | \$222.00 |
| 8320 | Generalor | Prime Oulput | 1100 kW | to 1500 | Open | hour | \$349.00 |
| 8321 | Generator | Prime Output | 2500 kW | to 3000 |  | hour | \$533.75 |
| 8322 | Generator | Prime Qutput | 1.000 kW | to 1645 | Enclosed | hour | \$403.30 |
| 8323 | Generator | Prime Output | 1.500 kW | to 2500 | Enclosed | nour | \$511.22 |
| 8324 | Generator | Prime Output | 1100 KW | 2500 | Enclosed | hour | \$495.80 |
| 8325 | Generator | Prime Oulput | 40 KW | 60 |  | hour | \$14.80 |
| 8326 | Generator | Prime Output | 20 KW | 40 |  | hour | \$13.32 |
| 8330 | Graders | Moidboard Size | 10 Ft | to 110 | Includes Rigid and Articulate equipment, | hour | \$43.30 |
| 8331 | Graders | Moldboard Size | 12 Fl | to 150 | Includes Rigid and Ariculate equipment. | hour | \$46.50 |
| 8332 | Graders | Moldboard Size | 14 Fl | to 225 | Includes Rigid and Articulate equipment. | hour | 567.50 |
| 8350 | Hose, Discharge | Diameter | 3 ln |  | Per 25 foot lenglth. Includes couplings. | hour | \$0.15 |
| 8351 | Hase, Discharge | Diameter | 4 ln |  | Per 25 foot length. Includes couplings. | hour | \$0.24 |
| 8352 | Hose, Discharge | Diameter | 6 in |  | Per 25 foot length. Includes couplings. | hour | S0. 60 |
| 8353 | Hose, Discharge | Diameter | 8 In |  | Per 25 foot length. Inciudes couplings. | hour | \$0.60 |
| 8354 | Hose, Discharge | Diameter | 12 ln |  | 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 ln |  | Per 25 foot length. Includes couplings. | hour | \$0.30 |
| 8357 | Hose, Suction | Diameter | 4 ln |  | Per 25 foot lengith. Includes couplings. | hour | S0.35 |
| 8358 | Hose, Suction | Diameter | 6 ln |  | Per 25 foot lengith. Includes couplings. | hour | \$1.15 |
| 8359 | Hose, Suction | Diameter | 8 ln |  | Per 25 foot length. Includes couplings. | hour | \$1.10 |
| 8360 | Hose, Suction | Diameter | 12 ln |  | Per 25 fool length. Includes couplings. | hour | \$1.70 |
| 8361 | Hose, Suction | Diameter | 16 ln |  | Per 25 foot lengith. Includes couplings. | hour | \$3.15 |
| 8380 | Loader, Crawler | Bucket Capacity | 0.5 CY | 1032 | Includes bucket. | hour | \$14.66 |


| 8381 | Loader, Crawler | Buckel Capacily | 1 CY | 1060 | Includes bucket. | hour | \$34.30 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 8382 | Loader, Crawler | Bucket Capacily | 2 CY | 10118 | Includes bucket. | hour | 568.10 |
| 8383 | Loader, Crawler | Bucket Capacity | 3 CY | to 178 | Includes bucket. | hour | \$101.30 |
| 8384 | Loader, Crawler | Bucket Capacity | 4 CY | 10238 | Includes bucket. | hour | \$120.00 |
| 8390 | Loader, Wheel | Buckel Capacity | 0.5 CY | 1038 |  | hour | \$20.10 |
| 8391 | Loader, Wheel | Bucket Capacity | 1 Cr | 1080 |  | hour | \$36.90 |
| 8392 | Loader, Wheel | Bucket Capacity | 2 CY | 10105 | CAT-926 | hour | \$35.50 |
| 8393 | Loader, Wheel | Bucket Capacity | 3 Cr | to 152 |  | hour | \$43.85 |
| 8394 | Loader, Wheel | Bucket Capacily | 4 CY | 10200 |  | hour | \$59.30 |
| 8395 | Loader, Wheel | Bucket Capacily | 5 CY | 10250 |  | hour | \$64.00 |
| 8396 | Loader, Wheel | Bucket Capacity | 6 CY | 10305 |  | hour | \$104.00 |
| 8397 | Loader, Wheel | Bucket Capacity | 7 CY | 10360 |  | hour | \$124.50 |
| 8398 | Loader, Wheel | Bucket Capacity | 8 CY | to 530 |  | hour | \$171.40 |
| 8401 | Loader, Tractor, Wheel | Buckel Capacily | 0.87 CY | to 80 | Case 580 Super L | hour | \$33.73 |
| 8410 | Mixer, Concrele Portable | Balching Capacily | 10 Cft |  |  | hour | \$3.05 |
| 8411 | Mixer, Concrete Portable | Batching Capacily | 12 CH | 11 |  | hour | \$4.00 |
| 8412 | Mixer, Concrete, Trailer Mntd | Batching Capacity | 11 CH | 1010 |  | hour | \$12.70 |
| 8413 | Mixer, Concrete, Trailer Mnid | Batching Capacity | 16 Cf | 1025 |  | hour | \$19.60 |
| 8419 | Breaker, Pavement Hand-Held | Weight | 25-90 Lbs |  |  | hour | \$1.10 |
| 8420 | Breaker, Pavement |  |  | 1070 |  | hour | \$57.45 |
| 8423 | Spreader, Chip | Spread Hopper Widith | 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, Mintd | Hopper Size | 8 Ft | to 8 | Traller \& truck mounled. | hour | \$4.60 |
| 8430 | Paver, Asphalt, Towed |  |  |  | Does not include Prime Mover. | hour | 512.40 |
| 8431 | Paver, Asphalt |  |  | 1050 | includes wheel and crawler equipment. | hour | \$73.76 |
| 8432 | Paver, Asphalt |  |  | 10125 | Includes wheel and crawler equipment. | hour | \$95.10 |
| 8433 | Paver, Asphait |  |  | 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 |
| 8435 | Pick-up, Asphalt |  |  | to 110 |  | hour | \$96.85 |
| 8437 | Pick-up, Asphalt |  |  | to 150 |  | hour | \$135,00 |
| 8438 | Pick-up, Asphall |  |  | to 200 |  | hour | \$93.50 |
| 8439 | Pick-up, Asphatt |  |  | 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 Mnid | Paint Capacity | 120 Gal | to 460 |  | hour | \$78.60 |
| 8446 | Striper, Walk-behind | Paint Capacity | 12 Gal |  |  | hour | \$4.00 |
| 8447 | Paver accessory-Belt Extension | 2002 Leeboy Conveyor Bell Extension |  |  | crawler | hour | \$32.50 |
| 8450 | Plow, Snow, Grader Mnid | Width | 10.10 Ft |  | Include Grader for total cost | hour | \$28.00 |
| 8451 | Plow, Snaw, Grader Mntd | Width | 1014 Ft |  | Include Grader for total cost | hour | \$32.90 |
| 8452 | Plow, Truck Mrid | Widith | to 15 Ft |  | Include lruck for tolal cost | hour | \$24.35 |
| 8453 | Plow, Truck Mnid | Width | 1015 Fl |  | 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 | Capacily | 5 CY | 104 | Trailer \& truck mounted. | hour | \$6.00 |
| 8469 | Pump - Trash Pump | 10 MTC | 2'Pump | 107 | $10,000 \mathrm{gph}$ | hour | \$7.25 |
| 8470 | Pump | Centrifugal, BM pump | 2' $-10,000 \mathrm{gal} / \mathrm{hr}$. | 104.5 | Hoses nol included. | hour | \$6.10 |
| 8471 | Pump | Diaphragm pump | $2^{\prime \prime}-3,000 \mathrm{gal} / \mathrm{hr}$. | 106 | Hoses not included. | hour | \$6.75 |
| 8472 | Pump | Centrifugal. 18M pump | $3^{\prime \prime}-18,000 \mathrm{gal} /$ mr, pump | 1010 | Hoses not included. | hour | \$7.99 |
| 8473 | Pump |  |  | 1015 | 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 | $4^{\prime \prime}-40,000 \mathrm{gal} / \mathrm{hr}$. | $4^{\prime \prime}-40,000 \mathrm{gal} / \mathrm{hr}$. | 1060 | Hoses nol included. | hour | \$27.10 |


| 8477 | Pump |  |  | 1095 | Hoses not included. | hour | \$32.00 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 8478 | Pump |  |  | to 140 | Hoses not included. | hour | \$41.50 |
| 8479 | Pump |  |  | 10200 | Hoses not included. | hour | \$49.90 |
| 8480 | Pump |  |  | to 275 | Does not include Hoses. | hour | \$66.85 |
| 8481 | Purmp |  |  | to 350 | Does not include Hoses. | hour | 382.00 |
| 8482 | Pump |  |  | to 425 | Does not include Hoses. | hour | \$96.60 |
| 8483 | Pump |  |  | 10500 | Does not include Hoses. | hour | \$114.00 |
| 8484 | Pump |  |  | 10575 | 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 Mnitd | Max. Platiorm Height | 61 Fl |  | Add this rate to truck rate for total lift and truck rate | hour | \$20.54 |
| 8488 | Aerial Lift, Truck Mntd | Max. Platiorm Height | 80 Fl |  | Add this rate to truck rate for total lift and truck rate | hour | \$39.00 |
| 8489 | Aerial Lift. Truck Mnid | Max. Platform Load - 600Lbs | $81 \mathrm{Ft}-100 \mathrm{FL} . \mathrm{HL}$ |  | Add this rate to truck rate for total lift and truck rate | hour | \$39.50 |
| 8490 | Aerial Lift, Sell-Propelled | Max. Platform Height | 37 Ft . Ht. | to 15 | Arliculated, Telescoping. Scissor. | hour | S8.95 |
| 8491 | Aerial Lift, Seff-Propelled | Max. Platiorm Height | 60 Ft . Ht. | 1030 | Articulated. Telescoping. Scissor. | hour | \$16.10 |
| 8492 | Aerial Lift, Self-Propelled | Max. Platiorm Height | $70 \mathrm{Ft}, \mathrm{HI}$. | 1050 | Articulated, Telescoping. Scissor. | hour | \$29.26 |
| 8493 | Aerial Lift, Self-Propelled | Max. Platform Height | 125 Ft . Ht . | 1085 | Articulated and Telescoping. | hour | \$55.65 |
| 8494 | Aerial Lifl, Sell-Propelled | Max. Platiorm Height | 150 Ft . Ht . | to 130 | Arliculated and Telescoping. | hour | \$70.15 |
| 8495 | I.C. Aerial Lifl, Self-Propelled | Max. Platiorm Load - 500 Lbs | $75^{\prime \prime} \times 155^{\prime \prime}, 40 \mathrm{Ft} \mathrm{HL}$. | to 80 | 2000 Lbs Capacity | hour | \$28,95 |
| 8496 | Crane, Truck Mnid | Max. Lift Capacity | 24000 Lbs |  | Include truck rate for total cost | hour | \$14.90 |
| 8497 | Crane, Truck Mntd | Max. Liff Capacily | 36000 Lhs |  | Include truck rate for total cost | hour | \$22.40 |
| 8498 | Crane, Truck Mntd | Max Lift Capacity | 60000 Lbs |  | Include fruck rate for total cost | hour | \$36.50 |
| 8499 | Pump - Trash-Pump | CPB Railing - 10MTC | $10000 \mathrm{gal} / \mathrm{Hr}$ | 7 | Self- Priming Trash Pump | hour | \$7.55 |
| 8500 | Crane | Max. Lift Capacity | 8 MT | 1080 |  | hour | \$38.70 |
| 8501 | Crane | Max. Lif Capacity | 15 MT | 10150 |  | hour | \$66.90 |
| 8502 | Crane | Max, Lift Capacily | 50 MT | 10200 |  | hour | \$90.00 |
| 8503 | Crane | Max. Lifl Capacily | 70 MT | 10300 |  | 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, Concrele | Blade Diameter | 26 in | 1035 |  | hour | \$12.00 |
| 8512 | Saw, Concrete | Blade Diameter | 48 in | 1065 |  | hour | \$25.10 |
| B513 | Saw, Rock |  |  | 10100 |  | hour | \$33.50 |
| 8514 | Saw, Rock |  |  | to 200 |  | hour | \$63.00 |
| 8517 | Jackhammer (Dry) | Weight Class | 25-45 Lbs |  |  | hour | \$1.66 |
| 8518 | Jackhammer (Wel) | Weight Class | 30-55 Lbs |  |  | hour | \$1.84 |
| 8521 | Scraper | Scraper Capacity | 16 CY | 10.250 |  | hour | \$107.15 |
| 8522 | Scraper | Scraper Capacity | 23 CY | 10365 |  | hour | \$155.50 |
| 8523 | Scraper | Scraper Capacily | 34 CY | 10475 |  | hour | \$270.00 |
| 8524 | Scraper | Scraper Capacity | 44 CY | 10600 |  | hour | \$265.70 |
| 8540 | Loader, Skid-Steer | Operating Capacily | 1000 Lbs | 1035 |  | hour | \$14.15 |
| 8541 | Loader, Skid-Sleer | Operating Capacity | 2000 Lbs | 1065 |  | hour | \$37.00 |
| 8542 | Loader. Skid-Steer | Operating Capacity | 3000 Lbs | 1085 |  | hour | \$36.05 |
| 8550 | Snow Blower, Truck Mnid | Capacily | 600 Tph | to 75 | Does not include truck | hour | \$34.60 |
| 8551 | Snow Blower, Truck Mnid | Capacity | 1400 Tph | to 200 | Does not include truck | hour | 394.00 |
| 8552 | Snow Blower, Truck Mntd | Capacity | 2000 Tph | 10340 | Does not include truck | hour | \$142.50 |
| 8553 | Snow Blower, Truck Mnid | Capacity | 2500 Tph | to 400 | Does not include truck | hour | \$154.80 |
| 8558 | Snow Thrower, Waik Behind | Cutting Width | 25 in | 105 |  | hour | \$2.80 |
| 8559 | Snow Thrower, Waik Behind | Cutting Width | 60 in | 1015 |  | hour | \$14.10 |
| 8560 | Snow Blower | Capacity | 2,000 Tph | to 400 |  | hour | \$234.00 |
| 8561 | Snow Blower | Capacily | 2,500 Tph | 10500 |  | hour | \$255,00 |
| 8562 | Snow Blower | Capacily | 3,500 Tph | 10600 |  | hour | \$284.00 |


| 8569 | Dust Control De-Ice Unil | 1300-2000 gal | $173^{\prime \prime} \mathrm{Lx98} 8^{\prime \prime} \mathrm{W} \times 51^{\prime \prime} \mathrm{H}$ | 5.5 | Hydro Pump w/100' $1 / 2^{\prime \prime}$ 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 Capacily | 1.5 CY | 1095 | Loader and Backhoe Buckels included. | hour | \$38.60 |
| 8573 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 1.75 CY | $\text { to } 115$ | Loader and Backhoe Buckets included. | hour | \$47.77 |
| 8580 | Distributor. Asphall | Tank Capacity | 500 Gal |  | burners, insulated tank, and circulating spray bar. | hour | \$14.76 |
| 8581 | Distributor, Asphail | Tank Capacity | 1000 Gal |  | burners, insulated lank, and circulating spray bar. Include | hour | \$21.30 |
| 8582 | Distributor, Asphait | Tank Capacity | 4000 Gal |  | bumers, insulated tank, and circulating spray bar. Include | hour | 530.15 |
| 8583 | Distributor | ETNYRE Oil Distributor Model - PB3 |  | 300 |  | hour | 541.60 |
| 8584 | Distributor | ETNYRE Quad Chip Spreader |  | 280 |  | hour | \$83.20 |
| 8590 | Trailer, Dump | Capacily | 20 CY |  | Does not include Prime Mover. | hour | \$11.36 |
| 8591 | Tralier, Dump | Capacily | 30 CY |  | Does not include Prime Mover. | hour | \$13.10 |
| 8600 | Trailer, Equipment | Capacily | 30 Tons |  |  | hour | \$14.15 |
| 8601 | Trailer, Equipmeni | Capacily | 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 Capacily | 8000 Gal |  | with sump and a rear spraybar. | hour | \$16.55 |
| 8612 | Trailer, Water | Tank Capacily | 10000 Gal |  | with sump and a rear spraybar. | hour | \$19.20 |
| 8613 | Trailer, Water | Tank Capacity | 14000 Gal |  | wilh 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 |  |  | 10630 |  | hour | \$143.65 |
| 8622 | Tub Grinder |  |  | to 760 |  | hour | \$183.60 |
| 8623 | Tub Grinder |  |  | to 1000 |  | hour | \$32200 |
| 8627 | Horizontal Grinder | Model HG6000 |  | 630 |  | hour | \$57.36 |
| 8628 | Stump Grinder | 1988 Vermeer SC-112 |  | 102 |  | hour | \$47,00 |
| 8629 | Slump Grinder | $24^{4}$ " grinding wheel |  | 110 |  | hour | \$45.00 |
| 8630 | Sprayer, Seed | Working Capacity | $750 \mathrm{Ga\mid}$ | to 30 | Does not include Prime Mover. | hour | \$14.00 |
| 8631 | Sprayer, Seed | Working Capacity | 1250 Gal | to 50 | Trailer \& truck mounted. Does not include Prime | hour | \$19.80 |
| 8632 | Sprayer, Seed | Working Capacity | 3500 Gal | 10115 | Does not include Prime Mover. | hour | \$29.25 |
| 8633 | Mulcher, Trailer Mntd | Working Capacily | 7 TPH | to 35 |  | hour | \$14.10 |
| 8634 | Mulcher. Trailer Mntd | Working Capacily | 10 TPH | to 55 |  | hour | \$20.80 |
| 8635 | Mulcher, Traller 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 or soil in one dump | 330 | 13 CY of soll each beny | hour | \$92,33 |
| 8638 | Rake | Barber Beach Sand Rake 600HDr. towed |  |  |  | hour | \$15.40 |
| 8639 | Chipper | Wildcat 626 Cougar Trommel Screen chipper w bell |  | 125 |  | hour | 534.30 |
| 8640 | Trailer, Office | Trailer Size | $8^{1} \times 24^{4}$ |  | Carga Size 16ft | hour | \$1.95 |
| 8641 | Traller, Office | Trailer Size | $8^{1} \times 32^{\prime}$ |  | Cargo Size 24ft | hour | \$2.30 |
| 8642 | Trailer, Office | Trailer Size | $10^{\prime} \times 32^{\prime}$ |  | Cargo Size 20ft | hour | \$2.65 |
| 8643 | Trailer | Haz-Mat Equipment trailer | $8{ }^{\prime} \times 18^{\prime}$ |  |  | hour | \$37.75 |
| 8644 | Trailer, Covered Utility Trailer | ( $7^{\prime} \times 16^{\prime}$ ) |  |  |  | hour | \$5.65 |
| 8645 | Traller, Dodge Ram | $8 \times 24$ shower traller- 12 showers |  | 101 |  | hour | \$29.45 |
| 8646 | Trailer, Dodge | 32' flatbed water |  |  |  | hour | \$27.90 |
| 8650 | Trencher |  |  | 1040 | Wheel Mounted. Chain and Wheel. | hour | \$16.30 |


| 8651 | Trencher |  |  | 1085 | Wheel Mounted. Chain and Wheel. | hour | \$24.70 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 8654 | Trencher accessories | 2008 Griswold Trenchbox |  |  |  | hour | \$1.90 |
| 8660 | Plow, Cable | Plow Depth | 24 in | to30 |  | 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 Fl |  | alignment attachment. Include truck rate | hour | 534.15 |
| 8671 | Derrick, Hydraulic Digger | Max. Boom Length | 90 Ft |  | allgnment attachment. Include lruck rate | hour | \$54,66 |
| 8680 | Truck, Concrete Mixer | Mixer Capacity | 13 CY | to 300 |  | hour | \$82.35 |
| 8684 | Truck, Fire | 100 Fi Ladder |  |  |  | hour | \$100.00 |
| 8690 | Truck, Fire | Pump Capacily | 1000 GPM |  |  | hour | \$68.00 |
| 8691 | Truck, Fire | Pump Capacily | 1250 GPM |  |  | hour | \$72.25 |
| 8692 | Truck, Fire | Puinp Capacily | 1500 GPM |  |  | hour | \$78.90 |
| 8693 | Truck, Fire | Pump Capacily | 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, Flalbed | Maximum Gvw | 15000 Lbs | 10200 |  | hour | \$20.60 |
| 8701 | Truck, Flalbed | 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 | 48 ft to 53 ft , flat-bed, freight, two axle | $50,000+\mathrm{gvwr}$ |  |  | hour | \$8.45 |
| 8709 | Trailer, semi | enclosed 48 ft to 53 ft , two axies | $50,000+$ gwwr |  |  | hour | 59.50 |
| 8710 | Trailer, semi | 28ft, single axie, freight | 25,000 guwr |  |  | hour | \$9,70 |
| 8711 | Flat bed utility trailer | 6 ton |  |  |  | hour | \$3.10 |
| 8712 | Cleaner, Sewer/Catch Basin | Hopper Capacity | SCY |  | Truck Mounted, | hour | \$24.80 |
| 8713 | Cleaner. Sewer/Catch Basin | Hopper Capacily | 14 CY |  | Truck Mounted. | hour | \$31.30 |
| 8714 | Vactor | 800 Gal Spoils/400 Gal Water | 500/800 gal | 49 |  | hour | S82.75 |
| 8715 | Truck, Hydro Vac | model LP555DT |  |  |  | hour | \$18.00 |
| 8716 | Lear Vac | Tow by Truck 22,000 cfm capacity |  | 85 | Leaf Vac + Truck Code 8811 | hour | \$51.25 |
| 8717 | Truck, Vacuurn | 60,000 GWW |  | 400 |  | hour | \$74.20 |
| 8719 | Litter Picker | model 2007 Barber |  |  | towed by tractor | hour | \$9,60 |
| 8720 | Truck, Dump | Struck Capacily | 8 cy | 10220 |  | hour | \$48.90 |
| 8721 | Truck, Durnp | Struck Capacily | 10 CY | 10320 |  | hour | \$60.77 |
| 8722 | Truck, Dump | Struck Capacity | 12 CY | to 400 |  | hour | S67.70 |
| 8723 | Truck, Dump | Struck Capacily | 18 cY | to 400 |  | hour | \$75.50 |
| 8724 | Truck. Dump, Off Highway | Struck Capacity | 28 CY | 10450 |  | hour | \$121.20 |
| 8725 | Truck, Dump | Struck Capacity | 14 CY | to 400 |  | hour | \$77.80 |
| 8730 | Truck, Garbage | Capacity | 25 CY | 10255 |  | hour | \$48.50 |
| 8731 | Truck, Garbage | Capacity | 32 CY | 10 325 |  | hour | \$55.90 |
| 8733 | E-BAM Services | Environmental Beta Attenuation Air Manitor |  |  | 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, Cuslom | Special Service Canteen Truck |  | 350 |  | hour | \$18.00 |
| 8745 | Van, slep | model MTIOFD |  | 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, elass 1 |  | 225-300 |  | hour | \$22.25 |
| 8749 | Van-cargo | light duty, class 2 |  | 225-300 |  | hour | \$22.25 |
| 8750 | Vehicle, Small |  |  | 1030 |  | hour | \$6.40 |
| 8753 | Vehicle, Recreational |  |  | to 10 |  | hour | \$2.80 |
| 8755 | Golf Cart | Capacily | 2 person |  |  | hour | \$3.75 |
| 8761 | Vibrator, Concrete |  |  | 104 |  | hour | \$1.60 |
| 6770 | Welder, Portable |  |  | 1016 | Includes ground cable and lead cable. | hour | \$3.10 |


| 8771 | Welder, Porlable |  |  | 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, Tracior | 1997 Freightliner F120 |  | 430 |  | hour | \$54.90 |
| 8790 | Truck, Tractor | $4 \times 2$ | 25000 lbs | 10210 |  | hour | 342.40 |
| 8791 | Truck. Tractor | $4 \times 2$ | 35000 lbs | 10330 |  | hour | \$46.00 |
| 8792 | Truck, Tractor | $6 \times 2$ | 45000 lbs | to 360 |  | hour | \$52.75 |
| 8794 | Truck, freight | Enclosed wlift gale. Medium duty class 5 | gwwr 16000-19500 Lbs |  |  | hour | \$23.25 |
| 8795 | Truck, backhoe carrier | Three axle, class 8, heavy duty | over 33000L.bs |  |  | nour | \$34.50 |
| 8796 | Truck, freight | Eenclosed w/lift gate. Heavy duty, class | $7,26,001$ to $33,000 \mathrm{lbs}$ gwwr |  |  | hour | \$31.00 |
| 8798 | Truck | Till and roll-back, two axle, class 7 heavy duty. | to 33,000 givr |  |  | hour | \$32.00 |
| 8799 | Truck, | Till and roll back, three axle, class 8 heavy duty | over 33,001+ guwr |  |  | hour | \$40,60 |
| 8800 | Truck, Pickup |  |  |  | When transporling people. | mile | S0.54 |
| 8801 | Truck, Plckup | 1/2-ton Pickup Truck | 4<2-Axle | 160 |  | hour | \$12.30 |
| 8802 | Truck, Pickup | 1-ton Pickup Truck | 4×2-Axle | 234 |  | hour | \$17.65 |
| 8803 | Truck, Plckup | $11 / 4$-ton Pickup Truck | $4 \times 2$-Axle | 260 | , | hour | \$19.85 |
| 8804 | Truck, Pickup | $11 / 2$-ton Pickup Truck | $4 \times 2$-Axie | 300 |  | hour | \$22.25 |
| 8805 | Truck, Pickup | 13/4-Ion Plickup Truck | 4×2-Axile | 300 |  | hour | \$23.10 |
| 8806 | Truck, Pickup | 3/4-ton Plickup Truck | $4 \times 2$-Axle | 165 |  | hour | \$13.40 |
| 8807 | Truck, Pickup | 3/4-ton Pickup Truck | 4x4-Axie | 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, Plckup | 1 1/2-ton Pickup Truck | 4x4-Axle | 362 | Crew | hour | \$26.75 |
| 8811 | Truck, Plckup | 13/4-ton Plickup Truck | $4 \times 4$-Axle | 362 | Crew | hour | \$27.50 |
| 8820 | Skidder accessory | 2005 JCB Grapple Claw |  |  |  | hour | \$1.75 |
| 882.1 | Forklif, accessory | 2005 ACS Grapple Bucket |  |  |  | hour | \$1.50 |
| 8822 | Truck, Loader | $\begin{aligned} & \hline \text { Debris/Log (Knuckleboorn } \\ & \text { Loader/Truck) } \\ & \hline \end{aligned}$ |  | 230 |  | hour | \$52.26 |
| 8823 | Chipper-Wood Recyeler | Cat 16 engine |  | 700 |  | hour | \$115.00 |
| 8824 | Skidder | model Cat 5258 |  | up to 160 |  | hour | \$62.90 |
| 8825 | Skidder | 40 K lbs-model Cat 525C |  | 161 and up |  | hour | \$118.77 |
| 8840 | Truck, service | fuel and lube | up to 26,000 gwr | 215-225 |  | hour | \$38.65 |
| 8841 | Truck, fuel | $\begin{aligned} & 2009 \text { International } 1,800 \text { gal. } \\ & \text { storage tank } \end{aligned}$ |  | 200 |  | hour | \$30,50 |
| 8842 | Mobile Command Trailer | $\left(8^{\circ} \times 28^{\prime}\right)$ with 7.5 KW Generator |  |  |  | hour | \$14.66 |
| 8843 | Mobile Response Trailer | ( 8 ' $\times 311^{\prime}$ ) with 4.5 KW Generator? |  |  |  | hour | 513.60 |
| 8844 | Mobile Command Center | (unified) (RV) Ulilimaster 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-Fi Long | 340 |  | hour | \$19.25 |
| 8847 | $\qquad$ (Traller) | ${ }^{4} 8^{\prime} \times 8^{\prime}$ Trailer, Fully Equiped Mobile Cormmand Center | 48-FILong |  |  | hour | \$29.45 |
| 8848 | Mobile Command Center (Trailer) | $48^{\prime} \times 8^{\prime}$ When being Moved w/Truck Tractor |  | 310 |  | hour | \$48.90 |
| 8849 | Mobile Command Center | $43^{\prime} \times 8.5^{\prime} \times 13.5^{\prime} \mathrm{H}$ with self 30 kw Generator |  |  |  | hour | \$52.00 |
| 8850 | Mobile Command Center | 2007-Freightliner MT-55. (RV) |  | 260 |  | hour | \$45.50 |
| 8851 | Mobile Command Van | 1990- Ford EconolineCommunication Van |  | 230 |  | hour | \$41.00 |
| 8852 | Mobite Command Center | $\begin{aligned} & 47.5^{\prime} \times 8.75 \text { Fully Equip' (In } \\ & \text { motion) (RV) } \end{aligned}$ |  | 410 |  | hour | \$65.30 |
| 8853 | Mobile Command Center | $\begin{aligned} & 47.5^{\prime} \times 8.75 \text { Fully Equip' } \\ & \text { (Stationary) } \end{aligned}$ |  | 410 |  | hour | \$45.00 |


| 8854 | Mabile Command Vehicle | 53' X 8.75 Fully Equip |  | 480-550 |  | hour | \$96.20 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 8870 | Light Tower | Terev/Amida AL 4000. with (4) 500 watt lights | w/10kw power unit | 13.5 |  | hour | \$10.68 |
| 8871 | Light Tower | 2004 Allmand |  |  |  | hour | \$6.30 |
| 8872 | SandBagger Machine | (Spider) automatic |  | 4.5 |  | hour | \$48.75 |
| 8900 | Helicopter | OH-58 KIOWA (Military) is the same as "Bell-206B3 |  | 420 |  | hour | \$474.00 |
| 8901 | Helicopter | OH-58 KIOWA (Military) is the same as "Bell-206BR |  | 420 |  | hour | \$496.00 |
| 8902 | Helicopter | Model Bell 206-L3 Jet Range Helicopter |  | 650 | Jet Range III-Helicopter | hour | \$582.00 |
| 8903 | Helicopter | Model Bell 206L1 Long Ranger |  | 650 | Long Ranger | hour | \$596.00 |
| 8904 | Helicopter | Model Bell 206LT Long Range Twinranger |  | 450 | Twinranger | hour | \$780.00 |
| 8905 | Helicopter | Model Bell 407 EMS- Ambulance |  | 250 |  | hour | \$626.00 |
| 8906 | Piper-Fixed wing | Model Navajo PA-31 |  | 310 |  | hour | \$456.00 |
| 8907 | Piper-Fixed wing | PA-31-350, Navajo Chieftn twin engine |  | 350 |  | hour | \$487.00 |
| 8908 | Sikorsky Helicopter | Model UH-60 (Blackhawk) medium lift | Medium Lift | 1890 | Fire Fighter Same as S70C | hour | \$2,945.00 |
| 8909 | Helicopter | Model UH-A (Blackhawk) Medium lift | Medium Lift | 1890 | Fire Fighter | hour | \$5,504.00 |
| 8910 | Boeing Helicopter | Model CH-47 (Chinook) heavy lift | Heavy Lift | 2850 | Fire Fighter | hour | \$10,750.00 |
| 8911 | Helicopter- light utility | Model Bell 407GX-7 seater | 7-Seaters | 675 | Passenger Aircraft | hour | \$621.00 |
| 8912 | Helicopter- light utility | Modle Bell 206L-7 seater | 7-Seaters | 420 | Passenger Aircrafl | 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 |
|  |  |  |  |  |  |  |  |

## LakeSumter <br> State College

## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

TO: Lake-Sumter State College District Board of Trustees

FROM: Stanley M. Sidor President


RE: $\quad 490$ - Acceptance of Gifts from Lake-Sumter State College Foundation

## OVERVIEW:

Board Rule 1.09 requires the District Board of Trustees to accept gifts of real estate, securities, or gifts of assets other than cash, securities, or real estate.

## ANALYSIS:

The Lake-Sumter State College Foundation, Inc., received a donation from Jenkins Hyundai of a 2015 Hyundai Santa Fe , valued by the donor at $\$ 9,000$. The purpose of the vehicle is to be utilized as a security vehicle for the Lake-Sumter State College's campuses.

The Lake-Sumter State College Foundation, Inc., received a donation of a 2006 International Bucket Truck with an approximate value of $\$ 30,000$ from SECO. The purpose of the vehicle is to be utilized for the Electrical Distribution Technology program.

## RECOMMENDATION:

It is recommended that Board approve this item as written.

## LakeSumter

State College

## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

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TO; Lake-Sumter State College
    District Board of Trustees
FROM: Stanley M. Sidor
    President
RE: 491 - Scheduled Reports/Time Reserved/President/Vice Presidents
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## OVERVIEW:

Each month Dr. Stanley Sidor and the Vice Presidents presents the District Board of Trustees with an updated report on Lake-Sumter State College business and events surrounding the college.

## ANALYSIS:

The report contains information in reference to Legislative Updates, meetings, and other miscellaneous items.

## RECOMMENDATION:

It is recommended that the Board acknowledge or accept this item as written.

LakeSumter
State College

## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

## TO: Lake-Sumter State College District Board of Trustees

FROM:

RE: $\quad 492$ - Committee Reports

## OVERVIEW:

The District Board of Trustees serve on Committees that address different areas of the college. Currently, there are six committees: Executive Committee, Facilities Committee, Strategic Planning Committee, Health Sciences Collegiate Academy Governance Committee, Sumter Partnership, and the LSSC Foundation, Inc. Liaison.

## ANALYSIS:

The Board Chairman will appoint each Trustee to a committee and select a chairperson for each one. Once a meeting has occurred the chair of each committee will update the full Trustee Board at the monthly DBOT meeting.

## RECOMMENDATION:

It is recommended that the Board acknowledge or accept this item as written.

LakeSumter
State College

## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

TO: Lake-Sumter State College
District Board of Trustees
FROM: $\begin{aligned} & \text { Stanley M. Sidor } \\ & \text { President }\end{aligned}$
RE: $\quad 493$ - Scheduled Reports/Board Attorney

## OVERVIEW:

Each month the college attorney Anita Geraci-Carver presents the District Board of Trustees with an updated report on any legal matters on behalf of Lake-Sumter State College,

## ANALYSIS:

The report contains information in reference to legal matters, and other miscellaneous items.

## RECOMMENDATION:

It is recommended that the Board acknowledge or accept this item as written.


July 15, 2019

District Board of Trustees for
Lake-Sumter State College
9501 U.S. Highway 441
Leesburg, Florida 34474
Re: Board Attorney Report for July 24, 2019
Dear Trustees:
There has been a development in one of the pending matters previously reported at the June meeting. On July 5, 2019 a Determination of "No Reasonable Cause" was issued by the State of Florida - Florida Commission on Human Relations in Florida Commission on Human Relations, Case No. 201916025; EEOC No. 15D201900045. A determination of no reasonable cause means it was determined that "no reasonable cause exists to believe that an unlawful practice occurred." The former employee has 35 days from July 5, 2019 to request an administrative hearing. The former employee alleged discrimination related to use of leave under the Family Medical Leave Act. Despite this determination, on Friday July 12, 2019 the former employee through her attorney Eric Bossardt advised that his client intends to file a complaint in the U.S. Middle District Court claiming Family Medical Leave Act Interference, Family Medical Leave Act Retaliation, Disability Discrimination under the Americans with Disabilities Act Amendments Act and Retaliation under the Americans with Disabilities Act Amendments Act. He attached a copy of the complaint and advised his client will accept $\$ 40,000$ in lieu of filing the complaint. Once attorney Mike Pierro has the opportunity to thoroughly discuss with Dr. Bigard more information will be provided to the Board.

In the interim if you have any questions on this matter or any other pending matters, please feel free to call me. I look forward to seeing you at the Board meeting.

Respectfully submitted,


Anita Geraci-Carver

cc: Dr. Sidor, President<br>Dr. Bigard, Vice-President

# UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA <br> ORLANDO DIVISION 



## PLAINTIFF'S COMPLAINT WITH DEMAND FOR JURY TRIAL

Plaintiff, OLGA BETANCOURT ("Plaintiff" or "Betancourt"), files her Complaint against Defendant, LAKE-SUMTER STATE COLLEGE ("Defendant" or "LSSC"), and states the following:

## NATURE OF THE CLAIMS

1. This is an action for monetary damages and injunctive relief, pursuant to the Family and Medical Leave Act of 1996, 29 U.S.C. $\S 2601$ et seq. (hereinafter the "FMLA"); and Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. $\S \S 12101$ et seq. (hereinafter the "ADA").
2. This action is to redress Defendant's unlawful employment practices against Plaintiff, including Defendant's unlawful discrimination and retaliation against Plaintiff based on her disability and Defendant's interference and retaliation against Plaintiff for exercising her rights under the FMLA and ADA.

## JURISDICTION AND VENUE

3. This Court has jurisdiction of the claims herein pursuant to 28 U.S.C. $\S \S$ 1331 and 1343 , as this action involves federal questions regarding deprivation of Plaintiff's civil rights under the FMLA and ADA.
4. This Court has supplemental jurisdiction over Plaintiff's related claims arising under state law pursuant to 28 U.S.C. §1367(a).
5. Venue is proper in this district pursuant to 28 U.S.C. $\$ 1391$ (b) because a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein occurred in this district.

## THE PARTIES

6. Plaintiff, Betancourt, is a citizen of the United States and is, and was at all times material hereto, a citizen of the State of Florida.
7. Plaintiff works for Defendant at its principal place of business located at 9501 US-441, Leesburg, Florida 34788.
8. Defendant is an employer as defined by the all laws under which this action is brought and employs the requisite number of employees.

## BROCEDURAL REOUIREMENTS

9. Plaintiff has complied with all statutory prerequisites to filing this action.
10. On or about October 12, 2018, Plaintiff filed a claim with the Equal Employment Opportunity Commission (hereinafter the "EEOC"), satisfying the requirements of 42 U.S.C. $\S 2000 \mathrm{e}-5(\mathrm{~b})$ and (e).
11. Plaintiff's EEOC charge was filed within three hundred (300) days after the alleged unlawful employment practices occurred.
12. On July 5, 2019, the EEOC issued to Plaintiff a Notice of Right to Sue.
13. This complaint was filed within ninety (90) days of the issuance of the EEOC's Right to Sue letter.

## FACTS

14. Plaintiff has been employed by Defendant for approximately eight (8) years, and currently holds the position of Financial Aid Advisor.
15. While employed by Defendant, Plaintiff has satisfactorily performed the job requirements of her position.
16. Plaintiff is a full-time employee who regularly works or exceeds forty (40) hours per week.
17. Plaintiff suffers from a disability. Defendant was made aware of her condition in 2016.
18. Plaintiff has a physical or mental impairment that substantially limits one or more major life activities.
19. During her employment, Plaintiff has been subjected to disparate treatment and discrimination due to her medical condition with regard to the terms and conditions of her employment.
20. On or about April 2018, Plaintiff was approved for intermittent FMLA leave.
21. Specifically, Plaintiff was granted leave due to her medical condition of severe anxiety.
22. Shortly after Plaintiff was approved to take intermittent FMLA leave, the Page 3 of 8

Assistant Director of Financial Aid (hereinafter referred to as "Marta") began requiring Plaintiff to commute to another campus over 40 miles away from her residence.
23. In May 2018, Plaintiff suffered a severe anxiety attack and was given a note from her treating physician to be out of work for two (2) days to seek treatment.
24. Upon providing this note to Marta, Plaintiff was told, "Get out of here, obviously your doctor does not want you here because of your health issues" in front of several other employees.
25. This caused Plaintiff extreme humiliation and exacerbated her medical condition.
26. Then, in July 2018, Plaintiff was given a poor performance review.
27. Prior to being approved for intermittent FMLA leave in April 2018, Plaintiff's performance reviews were above average.
28. Plaintiff reported her concerns to management and Human Resources, but no appropriate remedial action was taken.
29. Plaintiff feels that Defendant is discriminating against her based on her medical condition and retaliating against her for her use of intermittent FMLA.
30. Plaintiff has been damaged by Defendant's illegal conduct.
31. Plaintiff has had to retain the services of undersigned counsel and has agreed to pay said counsel reasonable attorneys' fees.

## COUNT I: FMLA INTERFERENCE

32. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-31, above.
33. Plaintiff is an employee eligible for protected leave under the FMLA.
34. Defendant is and was an employer as defined by the FMLA.
35. Plaintiff has exercised or attempted to exercise her rights under the FMLA.
36. Defendant is interfering with Plaintiff's lawful exercise of her FMLA rights.
37. Defendant's actions were and are willful, knowing and voluntary, and otherwise done with malice and/or reckless indifference for Plaintiff's rights.
38. Plaintiff was injured due to Defendant's willful violations of the FMLA, to which she is entitled to legal relief.

## COUNT II: FMLA RETALIATION

39. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-31, above.
40. Plaintiff is an employee eligible for protected leave under the FMLA.
41. Defendant is and was an employer as defined by the FMLA.
42. Plaintiff has exercised or attempted to exercise her rights under the FMLA.
43. Defendant is retaliating against Plaintiff for exercising or attempting to exercise her FMLA rights.
44. Defendant's actions were and are willful, knowing and voluntary, and otherwise done with malice and/or reckless indifference for Plaintiff's rights.
45. Plaintiff has been injured due to Defendant's willful violations of the FMLA, to which she is entitled to legal relief.

## COUNT III: DISABILITY DISCRIMINATION UNDER THE ADAAA

46. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-31, above.
47. At all times relevant to this action, Plaintiff was and is a qualified individual with a disability within the meaning of the ADAAA.
48. Plaintiff has an actual disability, has a record of being disabled, and/or is perceived as being disabled by Defendant.
49. Defendant is prohibited under the ADAAA from discriminating against Plaintiff because of her disability with regard to discharge, employee compensation, and other terms, conditions, and privileges of employment.
50. Defendant has violated the ADAAA by unlawfully discriminating against Plaintiff based on her disability.
51. Plaintiff has been damaged by the illegal conduct of Defendant.
52. Defendant's discriminatory conduct, in violation of the ADAAA, has caused the Plaintiff to suffer mental and emotional distress, entitling her to compensatory damages.
53. Defendant has engaged in discriminatory practices with malice and reckless indifference to the Plaintiff's federally protected rights, thereby entitling her to punitive damages.

## COUNT IV: RETALIATION UNDER THE ADAAA

54. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-31, above.
55. Defendant intentionally retaliated against Plaintiff for engaging in protected activity under the ADAAA.
56. Defendant's conduct violates the ADAAA.
57. The Plaintiff has satisfied all statutory prerequisites for filing this action.
58. Defendant's discriminatory conduct, in violation of the ADAAA, has caused the Plaintiff to suffer mental and emotional distress, entitling her to compensatory damages.
59. Defendant has engaged in discriminatory practices with malice and reckless indifference to the Plaintiff's federally protected rights, thereby entitling her to punitive damages.

WHEREFORE, Plaintiff, requests this Honorable Court:
a) Enter judgment requiring Defendant to pay back wages and back benefits found to be due and owing at the time of trial, front-pay, compensatory damages, including emotional distress damages, in an amount to be proved at trial, punitive damages, liquidated damages, and prejudgment interest thereon;
b) Grant Plaintiff her costs and an award of reasonable attorneys' fees (including expert fees); and
c) Award any other and further relief as this Court deems just and proper.

## JURY DEMAND

Plaintiff hereby requests a trial by jury on all triable issues herein.

Respectfully Submitted:

## /s/Eric W. Bossardt

Eric w. Bossardt, Esq.
Florida Attorney Registration No. 124614
Spielberger Law Group
202 S. Hoover Blvd.
Tampa, Florida 33609
T: (800) 965-1570
F: (866) 580-7499
Eric. Bossardt@spielbergerlawgroup.com
Counsel for Plaintiff

LakeSumter
State College

## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

## TO: Lake-Sumter State College District Board of Trustees

FROM: Stanley M. Sidor President


RE:
494 - Election of Board Officers

## OVERVIEW:

Each year a board workshop is held prior to the July Board Meeting to develop a slate of officers to serve as Chairman and Vice Chairman for the 2019-2020 year.

## ANALYSIS:

The names have been submitted by those who have either been nominated or expressed a desire to serve in the positions of Chairman and Vice Chairman.

## RECOMMENDATION:

It is recommended that the Board approve this item as written.

LakeSumter
State College

## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

TO: Lake-Sumter State College
District Board of Trustees
FROM: Stanley M. Sidor President


RE: $\quad$ 495-2019-20 District Board of Trustee Meeting Schedule

## OVERVIEW:

Attached is the proposed schedule of the 2019-2020 District Board of Trustees Regularly Scheduled Meetings and Executive Committee Meetings.

## ANALYSIS:

The Schedule is for the Board's Review.

## RECOMMENDATION:

It is recommended that Board approve this item as written.

Lake-Sumter State College Board of Trustees 2019/2020 Meeting Schedule

| DATE/TIME | MEETING LOCATION | EXECUTIVE COMMITTEE |
| :---: | :---: | :---: |
| September 18, 2019 5 p.m. | Leesburg | September 10, 2019 8:30 a.m. |
| October 16, 2019 5 p.m. | Sumter Center | $\begin{gathered} \text { October 8, } 2019 \\ \text { 8:30 a.m. } \end{gathered}$ |
| November 20, 2019 5 p.m. | South Lake | $\begin{aligned} & \text { November 12, } 2019 \\ & \text { 8:30 a.m. } \end{aligned}$ |
| January 22, 2020 5 p.m. | Leesburg | January 14, 2020 8:30 a.m. |
| February 19, 2020 5 p.m. | Sumter Center | February 11, 2020 8:30 a.m. |
| March 25, 2020 5 p.m. | Leesburg | $\begin{gathered} \text { March } 10,2020 \\ \text { 8:30 a.m. } \end{gathered}$ |
| April 22, 2020 <br> 5 p.m. | South Lake | $\begin{gathered} \text { April } 14,2020 \\ \text { 8:30 a.m. } \end{gathered}$ |
| May 20, 2020 <br> 5 p.m. | Leesburg | $\begin{aligned} & \text { May } 12,2020 \\ & 8: 30 \text { a.m. } \end{aligned}$ |
| June 24, 2020 5 p.m. | Leesburg | $\begin{gathered} \text { June } 16,2020 \\ \text { 8:30 a.m. } \end{gathered}$ |
| $\begin{gathered} \text { July } 22,2020 \\ 5 \text { p.m. } \end{gathered}$ | Leesburg | $\begin{gathered} \text { July } 14,2020 \\ 8: 30 \text { a.m. } \end{gathered}$ |

Workshops will be added to each meeting as needed

# LakeSumter <br> State College 

## OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

```
TO: Lake-Sumter State College
    District Board of Trustees
FROM: Stanley M. Sidor
    President
        Atm-2i&
RE: 496 - President's Job Description
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## OVERVIEW:

The president is the chief executive officer of Lake-Sumter State College, and is responsible for the operation and administration of the state college. The following job description is being corrected to match the current college organizational chart.

## ANALYSIS:

Positions that the President incumbent supervises: Executive Vice-President, Vice-President of Academic Affairs, Vice-President of Enrollment and Student Affairs, Vice-President of Institutional Advancement and Executive Director of the Foundation, Inc., and Executive Assistant to the President.

## RECOMMENDATION:

It is recommended that the Board approve this item as written.

## LAKE-SUMTER STATE COLLEGE JOB DESCRIPTION

## TITLE: President

## OCCUPATIONAL CATEGORY:Executive

## POSITION NUMBER: 999999

JOB LEVEL: MA12

## GENERAL SUMMARY:

The president is the chief executive officer of Lake-Sumter State College, shall be corporate secretary of the state college board of trustees, and is responsible for the operation and administration of the state college. Responsible for demonstrating LSSC's core value of Service Excellence; respect, competence, responsiveness, and collaboration, in all interactions. Supervisors must model LSSC's Service Excellence Philosophy and Standards, and ensure staff meets Service Excellence standards.

Position reports to Board of Trustees.
Incumbent supervises: Executive VP Business-Affairs Administrative-and-Financial Services, VP Academic and Student-Affairs, Vice President of Enrollment and Student Affairs, Associate Vice President of Institutional Advancement and Executive Director 1 AJ of the Foundation, Executive Director-PIE, Director-Gollege Relations and Marketing, and Special Executive Assistant to the President.

## QUALIFICATIONS:

EDUCATION: Doctorate degree from accredited institution, with teaching experience preferred and a strong commitment to excellence in teaching and learning.

EXPERIENCE: Innovative, energetic, strategic and visionary leader with senior administrative experience in a state college or other higher education institution.

## PRINCIPAL DUTIES AND RESPONSIBILITES:

| PERCENT | NUMBER | DUTY DESCRIPTION |
| :--- | :---: | :--- |
| 100 | 1. | Recommend the adoption of rules, as appropriate, to the <br> state college board of trustees. |
|  | 2. | Prepare an annual budget request and an operating <br> budget for approval by the District board of trustees. |
|  | 3. | Establish and implement policies and procedures to <br> recruit, appoint, transfer, promote, compensate, <br> evaluate, reward, demote, discipline, and remove <br> personnel, within law and rules of the State Board of <br> Education and in accordance with rules of the board of <br> trustees. |
|  | 4. | Govern admissions, subject to law and rules or policies <br> of the state college board of trustees and the State <br> Board of Education. |
|  | 5. | Approve, execute, and administer contracts for and on |

$\left.\begin{array}{|c|c|l|}\hline & & \begin{array}{l}\text { behalf of the state college board of trustees for licenses; } \\ \text { the acquisition or provision of commodities, goods, } \\ \text { equipment, and services; leases of real and personal } \\ \text { property; and planning and construction. }\end{array} \\ \hline \text { 6. } & \begin{array}{l}\text { Act for the state college board of trustees as custodian of } \\ \text { all state college property and financial resources. }\end{array} \\ \hline \text { 7. } & \begin{array}{l}\text { Establish the internal academic calendar of the state } \\ \text { college within general guidelines of the State Board of } \\ \text { Education. }\end{array} \\ \hline \text { 8. } & \begin{array}{l}\text { Administer the state college's program of intercollegiate } \\ \text { athletics. }\end{array} \\ \hline 9 . & \begin{array}{l}\text { Recommend to the board of trustees the establishment } \\ \text { and termination of programs within the approved role } \\ \text { and scope of the state college. }\end{array} \\ \hline \text { an. } & \begin{array}{l}\text { Award degrees. }\end{array} \\ \hline \text { Recommend to the board of trustees a schedule of } \\ \text { tuition and fees to be charged by the state college, within } \\ \text { law and rules of the State Board of Education. }\end{array}\right\}$

|  | 20. | 1012.86. <br> Annually-evaluate, or have-a-designee annually evaluate, <br> each department chairperson, dean, provost, and vice <br> president in achieving the annual and long-term goals <br> and-objectives of the-state-college including the <br> employment accountability plan. <br> or have designee(s) annually evaluate senior <br> Annually evaluate |
| :--- | :---: | :--- |
| administrative staff relative to achievement of the annual <br> and long-term goals of the College including the <br> employment accountability plan. |  |  |
| emave vested with the president or the president's <br> designee the authority that is vested with the state <br> college. |  |  |
| Total $=$ | 21. | Performs other duties as assigned. <br> $100 \%$ |

## KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

An understanding of and commitment to the state college mission and student success. A demonstrated ability to build consensus among colleagues and to establish interpersonal skills including outstanding communicative ability. Understanding of and ability to work with the political process. Evidence of leadership in fund raising, initiating new programs, opening new facilities, and developing complex educational organizations. Functional knowledge of laws and regulations relevant to the state college system and a thorough understanding of higher education issues. Evidence of leadership of the teaching and learning process. Understanding of technology and its impact on the learning process. Proven history of commitment to the vales of promoting and enhancing diversity, including ethnicity, disabilities, gender, age, and first generation to attend college. Ability to demonstrate the four College Service Excellence Standards of respect, competence, responsiveness and collaboration when interacting with students, employees, visitors, and state members.

## WORKING CONDITIONS:

Normal office conditions.
Financial Accountability: Direct $\$ 90,079,000$ in operating budget, capital projects and physical plant. Indirect \$

Account Size \& Makeup: Primary District Board; Secondary - President, Vice Presidents, all Administrators, Students, Faculty and Staff, Secondary

The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified.

## APPROVALS:



# DISTRICT BOARD OF TRUSTEES RESOLUTION IN HONOR OF THE VILLAGES ${ }^{T M}$ COMMUNITY DEVELOPMENT DISTRICTS 

WHEREAS, the mission of the Lake-Sumter State College is to deliver student success through personal attention and flexible pathways leading to rewarding careers and higher wages; and

WHEREAS, one of the responsibilities of the District Board of Trustees is to build partnerships within the community further the mission of the College; and

WHEREAS, strong community partnerships are mutually beneficial relationships that allow for additional opportunities when funding sources for public colleges are limited; and

WHEREAS, Lake-Sumter State College is proud have a strong partnership with the The Villages ${ }^{\mathrm{TM}}$ that offers advisory and financial support to the College's students and academic programs;

WHEREAS, the College identified a need for service vehicles to support maintenance and facilities operations at the College's three campuses; and

WHEREAS, Richard Baier of the The Villages ${ }^{\text {TM }}$ Community Development Districts was instrumental in facilitating the donation of two Ford F-150 pickup trucks from their fleet; and

THEREFORE, BE IT RESOLVED THAT, the LSSC District Board of Trustees do hereby convey special recognition to Richard Baier and the The Villages ${ }^{\text {TM }}$ Community Development Districts as Outstanding Community Partners for their generous support of Lake-Sumter State College.

Presented this $24^{\text {ti }}$ day of July, 2019.

[^3]Stanley M. Sidor, Ed.D., President


[^0]:    Stanley M. Sidor, Ed. D.
    Secretary/College President
    Recording Secretary: Claudia Morris

[^1]:    Stanley M. Sidor, Ed. D.
    Secretary/College President

[^2]:    Stanley M. Sidor, Ed. D.
    Secretary/College President
    Recording Secretary: Claudia Morris

[^3]:    Peter F. Wahl, Chairman, District Board of Trustees

