

South Bay Community Development District

Board of Supervisors

Kelly Evans, Chairperson
Scott Campbell, Vice Chairperson
Ian Brown, Assistant Secretary
Mary Madden, Assistant Secretary
Stephen Herrera, Assistant Secretary

Mark Vega, District Manager
David Smith, District Counsel
Rick Brylanksi, District Engineer

Regular Meeting Agenda

Wednesday, December 13, 2023 – 1:00 p.m.

Call in (Audio Only) +1 646-838-1601, 90777154#

Phone Conference ID: 907 771 54#

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- 1. Call to Order and Roll Call**
 - 2. Audience Comments (Limit of 3 Minutes)**
 - 3. Consent Agenda**
 - A. Approval of the Minutes of November 8, 2023
 - B. Acceptance of the October 2023 Financial Report
 - 4. Attorney's Report**
 - A. Discussion of Christophers Watch Property Owners Fee and Cost Sharing Agreement.
 - 5. Engineer's Report**
 - A. Discussion of Seawall
 - B. Discussion of Seawall Site Map
 - 6. District Manager's Report**
 - A. Audit Committee Selection Process
 - i. Appointment of Committee Members
 - ii. Establishment of RFP Evaluation Criteria
 - iii. Authorization of Proceed with RFP
 - B. Approval of Quit Claim of Boardwalk to Little Harbor POA
 - C. Discussion of Gatehouse Attendants Contracts
 - i. Allied Universal Security
 - ii. J Mac Property Service
 - 7. Supervisor Requests and Comments**
 - 8. Adjournment**

**The Next Meeting is scheduled to be held on
Wednesday, January 10, 2023 at 1:00 p.m.**

District Office:

Inframark
210 North University Drive, Suite 702
Coral Springs, Florida, 33071
954-603-0033

Meeting Location:

Little Harbor POA Clubhouse
611 Destiny Drive
Ruskin, Florida 33570
<https://www.sbaycdd.org/>

**MINUTES OF MEETING
SOUTH BAY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the South Bay Community Development District was held Wednesday, November 8, 2023 at 1:00 p.m. at the POA Meeting Room, 611 Destiny Dr, Ruskin, Florida 33570.

Present and constituting a quorum were:

Kelly Evans	Chairperson <i>(via phone)</i>
Scott Campbell	Vice Chairperson
Ian Brown	Assistant Secretary <i>(via phone)</i>
Mary Madden	Assistant Secretary
Stephen Herrera	Assistant Secretary

Also present were:

Mark Vega	Inframark District Manager
David Smith	District Counsel <i>(via Teams)</i>
Rick Brylanski	District Engineer <i>(via Teams)</i>
Several Residents	

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

- The meeting was called to order. A quorum was established.

SECOND ORDER OF BUSINESS

Audience Comments (Limit of 3 Minutes)

- Audience comments were received regarding landscaping, emergency entrance and exits and the seawall.
- Discussion ensued regarding parking times with Suntex.

THIRD ORDER OF BUSINESS

Consent Agenda

- A. Approval of the Minutes of October 11, 2023**
- B. Acceptance of the September 2023 Financial Report**
- C. Motion to Assign Fund Balance FY2023**

On MOTION by Ms. Evans seconded by Mr. Brown with all in favor the Consent Agenda was approved. (5-0)

FOURTH ORDER OF BUSINESS

Attorney’s Report

A. Allied Universal Security Contract

- Discussion was had regarding cost differences between J-Mac and Allied Universal.

FIFTH ORDER OF BUSINESS

Engineer’s Report

A. Bouy Permit Update

- Mr. Vega stated Mr. Brylanski is conversing with Port Authorities noting they would like to receive the permit before the holidays.

B. Survey Update

- Mr. Vega provided an update. He noted Mr. Brylanski is working with his Surveyor on this project and we should have a completed survey by the December meeting.

C. Status of Florida Group Seawall Repair

- Mr. Brylanski noted the CDD owned seawall has been prepped for repair, and their pay request has been approved.

SIXTH ORDER OF BUSINESS

District Manager’s Report

A. Discussion of Boardwalk Proposals

- Mr. Vega reviewed the proposals for a railing and wood deck. Further discussion ensued.

SEVENTH ORDER OF BUSINESS

Supervisor Requests and Comments

- Ms. Evans stated residents requested to register three cars with pavement mobility. There was a Board consensus to allow residents to register three cars.
- Ms. Evans had concerns regarding the port a potties and landscaping.
- Ms. Madden noted a palm tree that needs to be cut down, landscaping contract.
- Mr. Brown commented on parking.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Evans seconded by Mr. Campbell with all in favor the meeting was adjourned at 2:12 p.m. (5-0)

Mark Vega, Secretary

SOUTH BAY
Community Development District

Financial Report

October 31, 2023

(unaudited)

Prepared by



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SOUTH BAY
Community Development District

Financial Statements

(Unaudited)

October 31, 2023

Balance Sheet
October 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 477,723	\$ -	\$ -	\$ 477,723
Accounts Receivable	587	-	-	587
Due From Other Funds	-	-	5,561	5,561
Investments:				
Money Market Account	302,197	-	-	302,197
Interest Fund (A-1)	-	-	1	1
Prepayment Fund (A-1)	-	-	4,878	4,878
Reserve Fund (A-1)	-	-	411,126	411,126
Reserve Fund (A-2)	-	-	388,097	388,097
Reserve Fund (B-2)	-	-	253,995	253,995
Revenue Fund	-	8,876	-	8,876
Revenue Fund (A-1)	-	-	370,619	370,619
Revenue Fund (A-2)	-	-	124,387	124,387
TOTAL ASSETS	\$ 780,507	\$ 8,876	\$ 1,558,664	\$ 2,348,047
LIABILITIES				
Accounts Payable	\$ 69,517	\$ -	\$ -	\$ 69,517
Accrued Expenses	3,659	-	-	3,659
Mature Bonds Payable	-	1,271,776	3,900,013	5,171,789
Due To Other Funds	5,561	-	-	5,561
TOTAL LIABILITIES	78,737	1,271,776	3,900,013	5,250,526
FUND BALANCES				
Assigned to:				
Operating Reserves	294,922	-	-	294,922
Reserves - Bulkheads	18,740	-	-	18,740
Unassigned:	388,108	(1,262,900)	(2,341,349)	(3,216,141)
TOTAL FUND BALANCES	\$ 701,770	\$ (1,262,900)	\$ (2,341,349)	\$ (2,902,479)
TOTAL LIABILITIES & FUND BALANCES	\$ 780,507	\$ 8,876	\$ 1,558,664	\$ 2,348,047

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>OCT-23 BUDGET</u>	<u>OCT-23 ACTUAL</u>
REVENUES							
Interest - Investments	\$ 3,000	\$ 250	\$ 3,074	\$ 2,824	102.47%	\$ 250	\$ 3,074
Parking Fees	127,000	10,583	9,104	(1,479)	7.17%	10,583	9,104
Special Assmnts- Tax Collector	480,964	-	-	-	0.00%	-	-
Special Assmnts- CDD Collected	876,937	876,937	-	(876,937)	0.00%	876,937	-
Special Assmnts- Discounts	(19,239)	-	-	-	0.00%	-	-
Other Miscellaneous Revenues	-	-	300	300	0.00%	-	300
TOTAL REVENUES	1,468,662	887,770	12,478	(875,292)	0.85%	887,770	12,478
EXPENDITURES							
Administration							
P/R-Board of Supervisors	12,000	1,000	-	1,000	0.00%	1,000	-
FICA Taxes	918	77	-	77	0.00%	77	-
ProfServ-Arbitrage Rebate	1,950	1,950	-	1,950	0.00%	1,950	-
ProfServ-Dissemination Agent	5,000	-	-	-	0.00%	-	-
ProfServ-Engineering	15,000	1,250	3,356	(2,106)	22.37%	1,250	3,356
ProfServ-Legal Services	70,000	5,833	-	5,833	0.00%	5,833	-
ProfServ-Legal Litigation	45,000	3,750	-	3,750	0.00%	3,750	-
ProfServ-Mgmt Consulting	44,996	3,750	3,750	-	8.33%	3,750	3,750
ProfServ-Survey	30,000	2,500	-	2,500	0.00%	2,500	-
ProfServ-Trustee Fees	9,000	9,000	-	9,000	0.00%	9,000	-
Assessment Roll	10,000	833	-	833	0.00%	833	-
Auditing Services	7,250	7,250	-	7,250	0.00%	7,250	-
Postage and Freight	750	63	-	63	0.00%	63	-
Insurance - Risk Management	12,070	12,070	15,194	(3,124)	125.88%	12,070	15,194
Legal Advertising	5,200	5,200	-	5,200	0.00%	5,200	-
Misc-Property Taxes	389	389	-	389	0.00%	389	-
Misc-Records Storage	1,200	100	-	100	0.00%	100	-
Misc-Assessment Collection Cost	9,619	-	-	-	0.00%	-	-
Website Administration	1,538	1,538	375	1,163	24.38%	1,538	375
Miscellaneous Expenses	4,500	375	-	375	0.00%	375	-
Office Supplies	1,500	125	-	125	0.00%	125	-
Annual District Filing Fee	175	175	175	-	100.00%	175	175
Total Administration	288,055	57,228	22,850	34,378	7.93%	57,228	22,850
Maintenance							
Contracts-Landscape	43,904	3,659	3,659	-	8.33%	3,659	3,659
R&M-Common Area	443,314	36,943	-	36,943	0.00%	36,943	-
R&M-Irrigation	15,000	1,250	-	1,250	0.00%	1,250	-
Miscellaneous Maintenance	10,000	833	-	833	0.00%	833	-
Reserve - Other	299,999	299,999	-	299,999	0.00%	299,999	-
Seawall Reserve Contribution	351,000	29,250	-	29,250	0.00%	29,250	-
Total Maintenance	1,163,217	371,934	3,659	368,275	0.31%	371,934	3,659
Parking Facilities							
Security Patrol Services	5,129	427	-	427	0.00%	427	-
Contracts-Parking	948	948	-	948	0.00%	948	-
Contracts-Other Services	8,331	694	-	694	0.00%	694	-
Park Restroom Maintenance	2,981	248	-	248	0.00%	248	-
Total Parking Facilities	17,389	2,317	-	2,317	0.00%	2,317	-
TOTAL EXPENDITURES	1,468,661	431,479	26,509	404,970	1.80%	431,479	26,509

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>OCT-23 BUDGET</u>	<u>OCT-23 ACTUAL</u>
Excess (deficiency) of revenues							
Over (under) expenditures	1	456,291	(14,031)	(470,322)	0.00%	456,291	(14,031)
<u>OTHER FINANCING SOURCES (USES)</u>							
Contribution to (Use of) Fund Balance	1	-	-	-	0.00%	-	-
TOTAL FINANCING SOURCES (USES)	1	-	-	-	0.00%	-	-
Net change in fund balance	\$ 1	\$ 456,291	\$ (14,031)	\$ (470,322)	0.00%	\$ 456,291	\$ (14,031)
FUND BALANCE, BEGINNING (OCT 1, 2023)	715,801	715,801	715,801				
FUND BALANCE, ENDING	\$ 715,802	\$ 1,172,092	\$ 701,770				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-23 BUDGET	OCT-23 ACTUAL
REVENUES							
Interest - Investments	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
TOTAL REVENUES	-	-	-	-	0.00%	-	-
EXPENDITURES							
TOTAL EXPENDITURES	-	-	-	-	0.00%	-	-
Excess (deficiency) of revenues Over (under) expenditures	-	-	-	-	0.00%	-	-
Net change in fund balance	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2023)	-	-	(1,262,900)				
FUND BALANCE, ENDING	\$ -	\$ -	\$ (1,262,900)				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>OCT-23 BUDGET</u>	<u>OCT-23 ACTUAL</u>
REVENUES							
Interest - Investments	\$ -	\$ -	\$ 6,040	\$ 6,040	0.00%	\$ -	\$ 6,038
Special Assmnts- CDD Collected	113,701	113,701	-	(113,701)	0.00%	113,701	-
Special Assmnts- Debt Service (A-1)	729,255	-	-	-	0.00%	-	-
Special Assmnts- Debt Service (A-2)	458,475	-	-	-	0.00%	-	-
Special Assmnts- Debt Service (B-2)	275,530	-	-	-	0.00%	-	-
Special Assmnts- Discounts	(29,170)	-	-	-	0.00%	-	-
TOTAL REVENUES	1,547,791	113,701	6,040	(107,661)	0.39%	113,701	6,038
EXPENDITURES							
Administration							
Misc-Assessment Collection Cost	14,585	-	-	-	0.00%	-	-
Total Administration	14,585	-	-	-	0.00%	-	-
Debt Service							
Principal Debt Retirement A-1	375,000	-	-	-	0.00%	-	-
Principal Debt Retirement A-2	372,024	-	-	-	0.00%	-	-
Interest Expense Series A-1	428,400	-	-	-	0.00%	-	-
Interest Expense Series A-2	616,770	-	-	-	0.00%	-	-
Interest Expense Series B-2	275,550	-	-	-	0.00%	-	-
Total Debt Service	2,067,744	-	-	-	0.00%	-	-
TOTAL EXPENDITURES	2,082,329	-	-	-	0.00%	-	-
Excess (deficiency) of revenues Over (under) expenditures	(534,538)	113,701	6,040	(107,661)	0.00%	113,701	6,038
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	(534,538)	-	-	-	0.00%	-	-
TOTAL FINANCING SOURCES (USES)	(534,538)	-	-	-	0.00%	-	-
Net change in fund balance	\$ (534,538)	\$ 113,701	\$ 6,040	\$ (107,661)	0.00%	\$ 113,701	\$ 6,038
FUND BALANCE, BEGINNING (OCT 1, 2023)	(2,347,389)	(2,347,389)	(2,347,389)				
FUND BALANCE, ENDING	\$ (2,881,927)	\$ (2,233,688)	\$ (2,341,349)				

SOUTH BAY
Community Development District

Supporting Schedules

October 31, 2023

Cash and Investment Report
October 31, 2023

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND				
Checking Account - Operating	SeaCoast Bank	Checking Account	2.50%	\$ 477,723
Money Market Account	SeaCoast Bank	MMA	5.23%	\$ 302,197
			Subtotal	<u>\$ 779,920</u>
DEBT SERVICE AND CAPITAL PROJECTS FUNDS				
Series 2005 Revenue	US Bank	US Bank Money Market Account	4.98%	\$ 8,876
Series 2015-1 Interest A-1	US Bank	US Bank Money Market Account	4.98%	\$ 1
Series 2015-1 Prepayment A-1	US Bank	US Bank Money Market Account	4.98%	\$ 4,878
Series 2015-1 Reserve A-1	US Bank	US Bank Money Market Account	4.98%	\$ 411,126
Series 2015-2 Reserve A-2	US Bank	US Bank Money Market Account	4.98%	\$ 388,097
Series 2015-2 Reserve B-2	US Bank	US Bank Money Market Account	4.98%	\$ 253,995
Series 2015-1 Revenue A-1	US Bank	US Bank Money Market Account	4.98%	\$ 370,619
Series 2015-2 Revenue A-2	US Bank	US Bank Money Market Account	4.98%	\$ 124,387
			Subtotal	<u>\$ 1,561,980</u>
			Total	<u>\$ 2,341,899</u>

SOUTH BAY CDD

Bank Reconciliation

Bank Account No. 3871 SEACOAST BANK
 Statement No. 10-23
 Statement Date 10/31/2023

G/L Balance (LCY)	477,723.07	Statement Balance	478,461.87
G/L Balance	477,723.07	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>		
Subtotal	477,723.07	Subtotal	478,461.87
Negative Adjustments	0.00	Outstanding Checks	738.80
	<hr/>	Differences	0.00
Ending G/L Balance	477,723.07	Ending Balance	477,723.07
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
8/8/2023	Payment	2543	MARY E. MADDEN	184.70	0.00	184.70
8/22/2023	Payment	2551	STEPHEN E. HERRERA	184.70	0.00	184.70
8/22/2023	Payment	2552	MARY E. MADDEN	184.70	0.00	184.70
9/12/2023	Payment	2568	MARY E. MADDEN	184.70	0.00	184.70
Total Outstanding Checks.....				738.80		738.80

SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 10/1/23 to 10/31/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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SEACOAST BANK - (ACCT#XXXXX3871)

CHECK # 2573

10/05/23	Vendor	BOWMAN CONSULTING GROUP LTD	92027	PROF ENGINEERING SEP 2023	ProfServ-Engineering	001-531013-51301	\$1,170.00
Check Total							\$1,170.00

CHECK # 2574

10/05/23	Vendor	INFRAMARK, LLC	101923	SEPT 2023 SERVICES	Postage and Freight	001-541006-51301	\$8.19
10/05/23	Vendor	INFRAMARK, LLC	101923	SEPT 2023 SERVICES	Postage and Freight	001-541006-51301	\$542.04
10/05/23	Vendor	INFRAMARK, LLC	101923	SEPT 2023 SERVICES	Due From Other Funds	131000	\$0.00
Check Total							\$550.23

CHECK # 2575

10/05/23	Vendor	U.S. BANK / TRUSTEE FOR SOUTH BAY CDD	08252023-8009	TRUSTEE FEES 2015	Due From Other Funds	131000	\$65,140.96
Check Total							\$65,140.96

CHECK # 2576

10/20/23	Vendor	GRAY ROBINSON P.A.	11174252	DISTRICT COUNSEL	ProfServ-Legal Services	001-531023-51301	\$360.00
10/20/23	Vendor	GRAY ROBINSON P.A.	11174218	DISTRICT COUNSEL	ProfServ-Legal Services	001-531023-51301	\$4,950.00
Check Total							\$5,310.00

Account Total **\$72,171.19**

FEE AND COST SHARING AGREEMENT

THIS FEE AND COST SHARING AGREEMENT (the "Agreement") is made as of the _____ day of December, 2023, by and between SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida ("District") and _____, _____, _____ and _____ ("Property Owners").

WITNESSETH:

WHEREAS, the District and Property Owners intend to pursue a lawsuit, jointly or in the name of the District, in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida against Len-Little Harbor, a Florida limited liability company ("LLH") (the "Lawsuit"); and

WHEREAS, the claims to be asserted against LLH in the Lawsuit arise from the negligent repair or construction of seawalls abutting the upland property owned by the Property Owners and the submerged lands owned by the District; and

WHEREAS, the District and the Property Owners (hereinafter "Parties") have a common interest in the successful pursuit of the Lawsuit; and

WHEREAS, the District has retained the law firm of Gray Robinson, P.A. (the "Law Firm") to pursue the Lawsuit, and the Parties hereby agree to the joint and several responsibility to the Law Firm for payment of all fees, costs and expenses charged in connection with the Lawsuit (the "Legal Fees"); and

NOW THEREFORE, for and in consideration of the sum of Ten Dollar (\$10.00) and the above recitals and the mutual exchange of the covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The foregoing recitals express the intent of the Parties and are incorporated herein as contractual terms, and not merely recitals.
2. Fee Contribution. The Parties jointly and severally agree to pay all of the attorney's fees and associated costs in pursuing the Lawsuit with an allocation of 50% each to the respective Parties.
3. Billing for Work Rendered. Gray Robinson, P.A. shall provide a copy of its bill for all services rendered and fees and costs incurred directly to the designated representative of the Property Owners, or their attorneys, and the District for their review and payment. Gray Robinson, P.A. shall bill at the same rate they bill the District, which will be \$300 per hour until January 1,

2024 at which point the rate will increase to \$350 per hour. All costs will be paid and accounted for pursuant to the “Payment of Costs” described on attached Exhibit “A.”

4. Payment of Fees and Costs. Payment of all costs, fees and expenses incurred shall be made within thirty (30) days of the provision of an invoice for the respective work as described herein. Any payment not made within that time frame, shall accrue interest at the rate of 1% a month until paid.

5. Successors, Heirs and Assigns. This Agreement shall inure to the benefit of Parties, the respective heirs, estates, successors and assigns. Notwithstanding the death or mental incapacity of any of the individuals comprising the Property Owners, this Agreement shall be binding upon their respective heirs, personal representatives and estates. The bankruptcy or insolvency of any of the Parties shall not affect the obligations of the other Parties hereunder. The obligations hereof shall survive the death of any or all of the Parties hereto, and shall be binding upon the heirs, personal representatives and estates of any or all of the Parties (and their individual constituent members) and upon any of the surviving Parties for all the aforesaid items coming into existence after any such death, the same as if such death had not occurred.

6. Complete Agreement. The Parties hereby agree that their obligations hereunder shall be absolute and primary and shall be complete and binding as to each of the undersigned, this Agreement being executed by him and subject to no conditions precedent or otherwise. This Agreement contains the full agreement of the undersigned and is not subject to any oral conditions. The Parties may amend this Agreement only by a written instrument signed by each of the Parties. There cannot be any waiver, variation, modification, amendment or change to the terms of this Agreement except as may be made in writing and executed by each Party hereto. If any Party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of another Party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

7. Assignment. Any of the constituent Parties of Christophers Watch Property Owners shall have the ability to assign the obligations herein to any successor purchase of their property. Such assignment, however, shall not release such transferring or assigning property owner from any cost, fee or expense incurred through the date of such closing. Each successor in interest shall be entitled to the benefits and subject to the obligations of this Agreement. The Parties may prepare, execute and record a Memorandum of Agreement in the Official Records of the Hillsborough County, Florida, in order to notify any subsequent transferee of the properties owned by any or all of the Parties.

8. Counterparts. This Agreement may be signed in multiple counterparts, all of which collectively constitute one binding agreement between and upon the Parties.

9. Notice. Any notice pursuant hereto shall be given in writing and shall be given by (a) personal delivery, (b) expedited overnight delivery service with proof of delivery, (c) U.S. Mail, registered or certified mail with return receipt requested, or (d) by email transmission, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as

the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in case of U.S. Mail as of the date which is three (3) business days after being deposited in a post office or other depository under the care or custody of the US Postal service, or, in the case of email transmission, upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

(i) If to South Bay CDD: Mark Vega
 Inframark
 2654 Cypress Ridge Blvd.
 Suite 101
 Wesley Chapel, FL 33544
 (813) 991-1140
 Email: mark.vega@inframark.com

with a copy thereof to: David L. Smith, Esquire
 Gray Robinson, P.A.
 401 East Jackson Street, Suite 2700
 Tampa, Florida 33602
 Telephone No.: (813) 273-5000
 Email:david.smith@gray-robinson.com

(ii) If to Property Owners:

10. Governing Law / Attorney Fees. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. If any provision of this Agreement is held invalid, illegal, void or unenforceable by reason of any rule of law, administrative order or judicial decision, all other provisions of this Agreement shall nevertheless remain in full force and effect. The prevailing Party in any litigation relating to or arising out of this Agreement shall recover from the non-prevailing Party or Parties, jointly and severally, all legal fees and costs incurred in connection therewith, including attorneys’ fees, expert fees and any other out-of-pocket expenses of whatever kind, whether traditionally recognized as a taxable cost or not, whether incurred pre-suit or at any trial or appellate level, and including attorneys’ fees incurred in litigating the reasonableness of any such award.

11. **JURY TRIAL WAIVER. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION**

HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES IN ACCEPTING THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the day and year first above written.

NOTE: CREATE A SIGNATURE BLOCK FOR (1) DISTRICT AND (2) EACH OWNER IN THE CHRISTOPHERS WATCH PROPERTY OWNERS

WITNESSES:

PROPERTY OWNERS

Print name: _____

Print name: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2023 by _____, [] who is personally known to me, or [] who provided a Florida Driver’s License as identification.

My commission expires:

Notary Public

ATTEST:

DISTRICT

SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT, an independent special district created pursuant to Chapter 190, Florida Statutes

District Manager

By: _____
Chairman

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2023 by _____, [] who is personally known to me, or [] who provided a Florida Driver’s License as identification.

My commission expires:

Notary Public

WITNESSES

Print name: _____ [NAME]

Print name: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this ___ day of _____, 2023 by _____, [] who is personally known to me, or [] who provided a Florida Driver’s License as identification.

My commission expires:

Notary Public

PLAT BOUNDARY

EDGE OF SEAWALL CAP

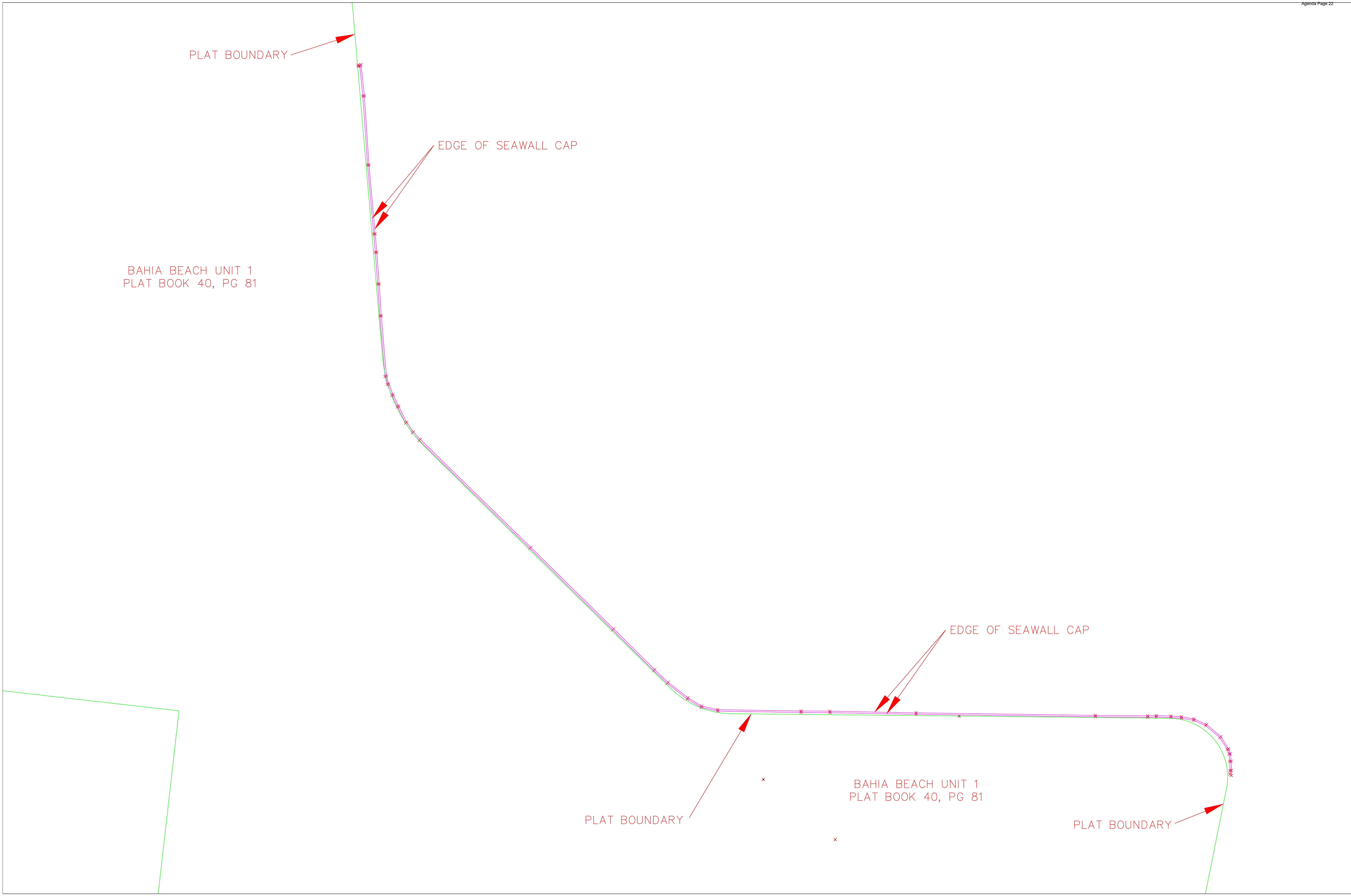
BAHIA BEACH UNIT 1
PLAT BOOK 40, PG 81

EDGE OF SEAWALL CAP

BAHIA BEACH UNIT 1
PLAT BOOK 40, PG 81

PLAT BOUNDARY

PLAT BOUNDARY



BAHIA BEACH PHASE 1
PLAT BOOK 109, PG 272-281

PLAT BOUNDARY

EDGE OF SEAWALL CAP

10.00' CDD SEAWALL &
MAINTENANCE EASEMENT

EDGE OF SEAWALL CAP

BAHIA BEACH PHASE 1
PLAT BOOK 109, PG 272-281

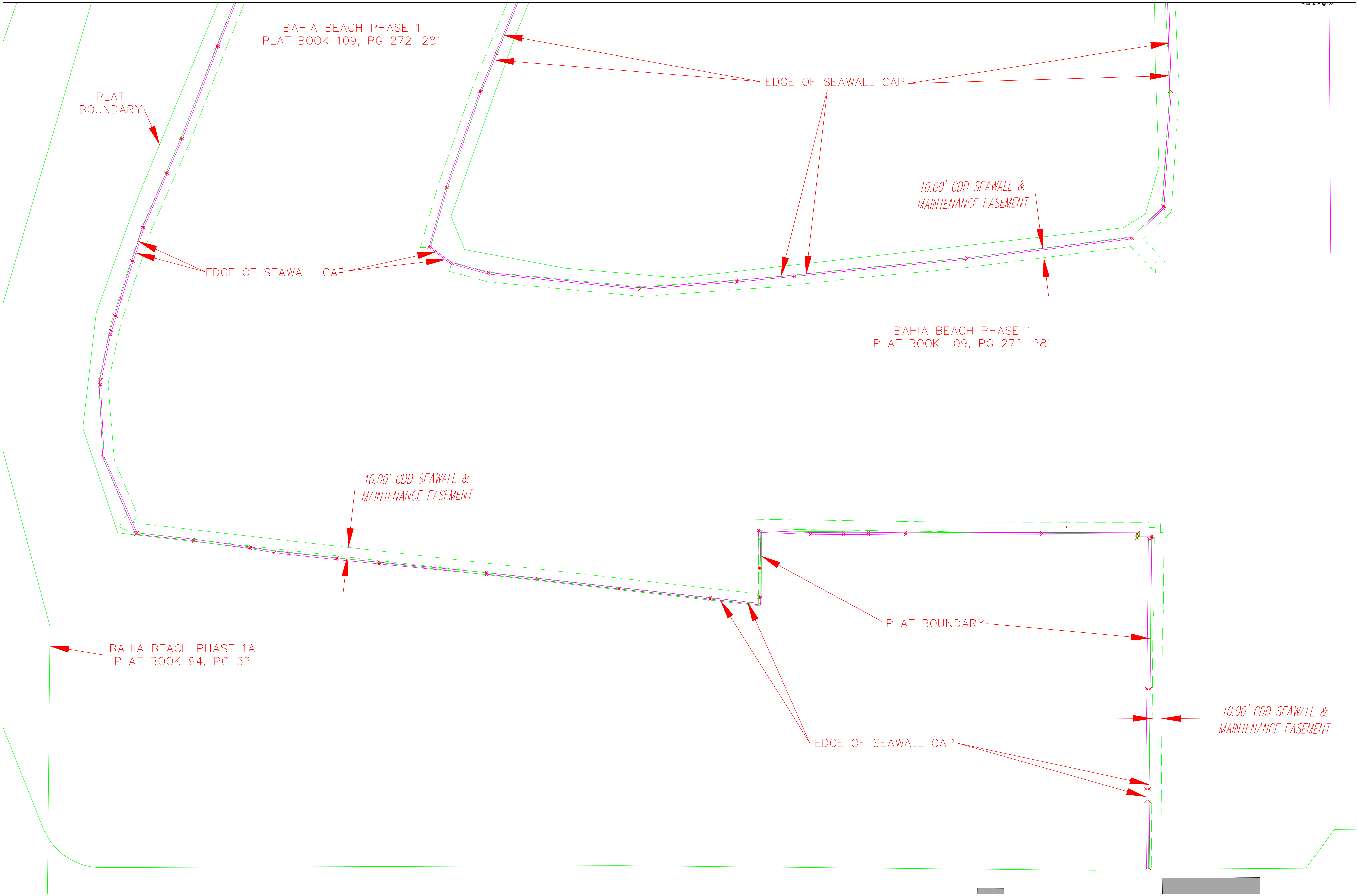
10.00' CDD SEAWALL &
MAINTENANCE EASEMENT

BAHIA BEACH PHASE 1A
PLAT BOOK 94, PG 32

PLAT BOUNDARY

EDGE OF SEAWALL CAP

10.00' CDD SEAWALL &
MAINTENANCE EASEMENT



S 89°24'45" E 455.20'
EACH UNIT 1
OK 40, PG 81

PLAT BOUNDARY

R=87.50'
D=106°43'05"
C=140.42'
B=N 35°17'17" W
A=162.98'

PHASE 1A

N 18°04'15" E 667.51' (P)
E 667.51' (P)

MAINTENANCE EASEMENT

BAHIA BEACH PHASE 1
PLAT BOOK 109, PG 272-281

PLAT BOUNDARY

EDGE OF SEAWALL CAP

10.00' CDD SEAWALL &
MAINTENANCE EASEMENT

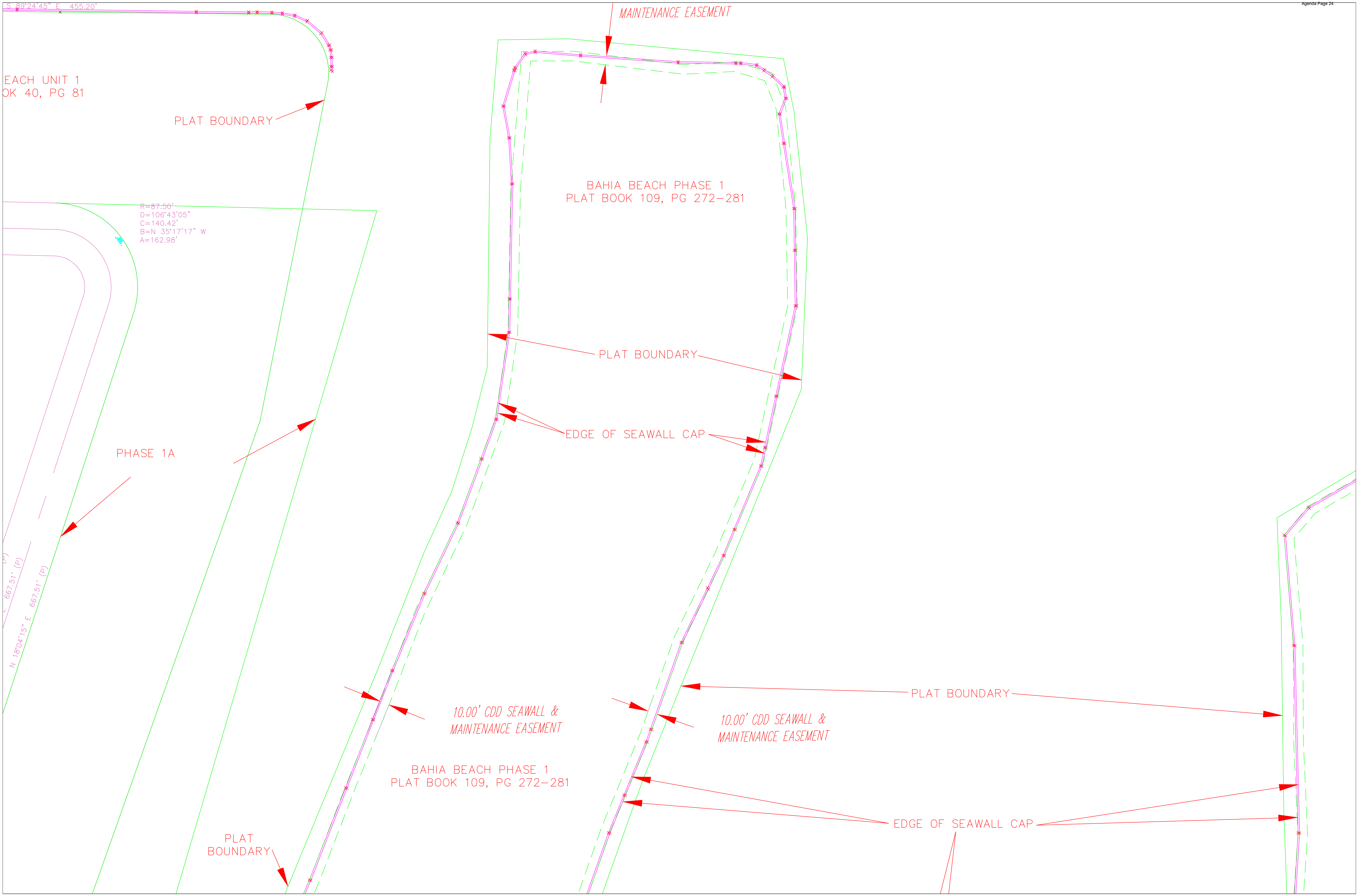
BAHIA BEACH PHASE 1
PLAT BOOK 109, PG 272-281

10.00' CDD SEAWALL &
MAINTENANCE EASEMENT

PLAT BOUNDARY

EDGE OF SEAWALL CAP

PLAT BOUNDARY



EDGE OF

10.00' CDD SEAWALL & MAINTENANCE EASEMENT

EDGE OF SEAWALL CAP

PLAT BOUNDARY

BAHIA BEACH PHASE 1
PLAT BOOK 109, PG 272-281

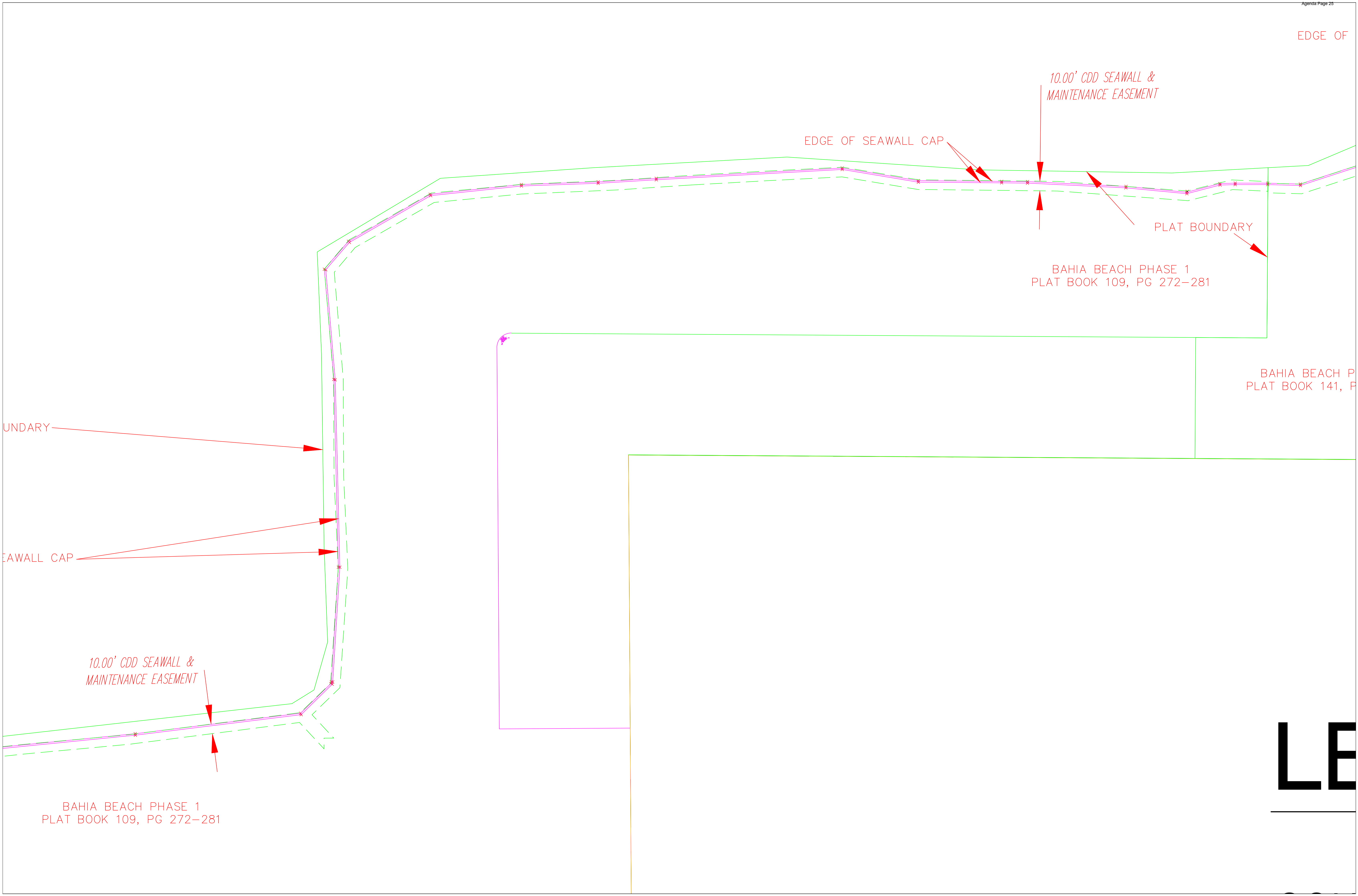
BAHIA BEACH P
PLAT BOOK 141, P

UNDARY

SEAWALL CAP

10.00' CDD SEAWALL & MAINTENANCE EASEMENT

BAHIA BEACH PHASE 1
PLAT BOOK 109, PG 272-281



BAHIA BEACH PHASE 1A
PLAT BOOK 94, PG 32

PLAT
BOUNDARY

EDGE OF
SEAWALL
CAP

PHASE 2

10.00' PUBLIC SAFETY AND
WALKWAY EASEMENT

N. 42°51'12" E. 146.32'

S. 52°22'16" E. 132.47'

S. 42°02'00" E. 148.15'

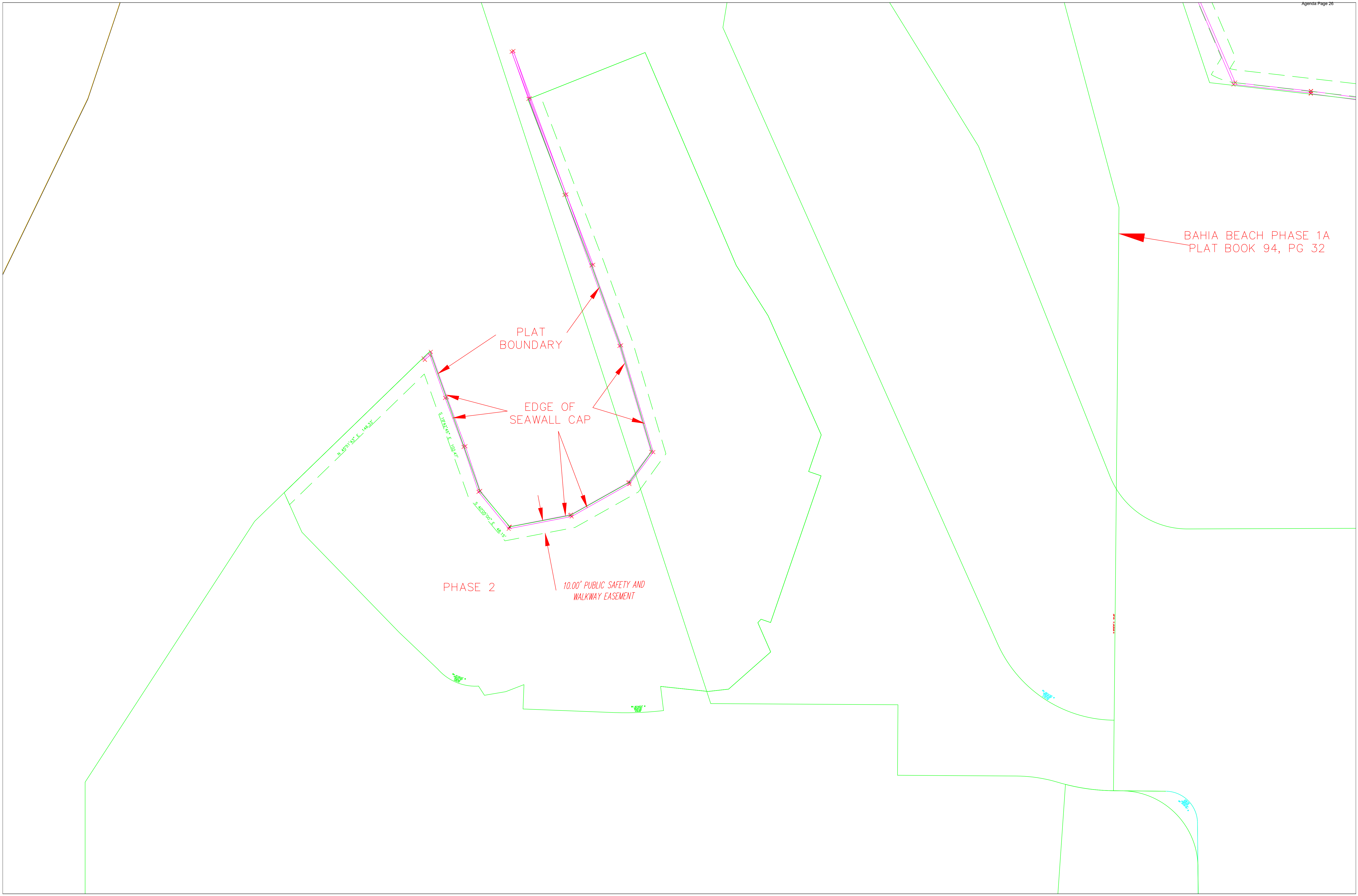
10.00'

10.00'

10.00'

10.00'

10.00'



PLAT BOUNDARY

PLAT BOUNDARY

BAHIA BEACH PHASE 3A
PLAT BOOK 141, PG 130-136

*10.00' CDD SEAWALL &
MAINTENANCE EASEMENT*

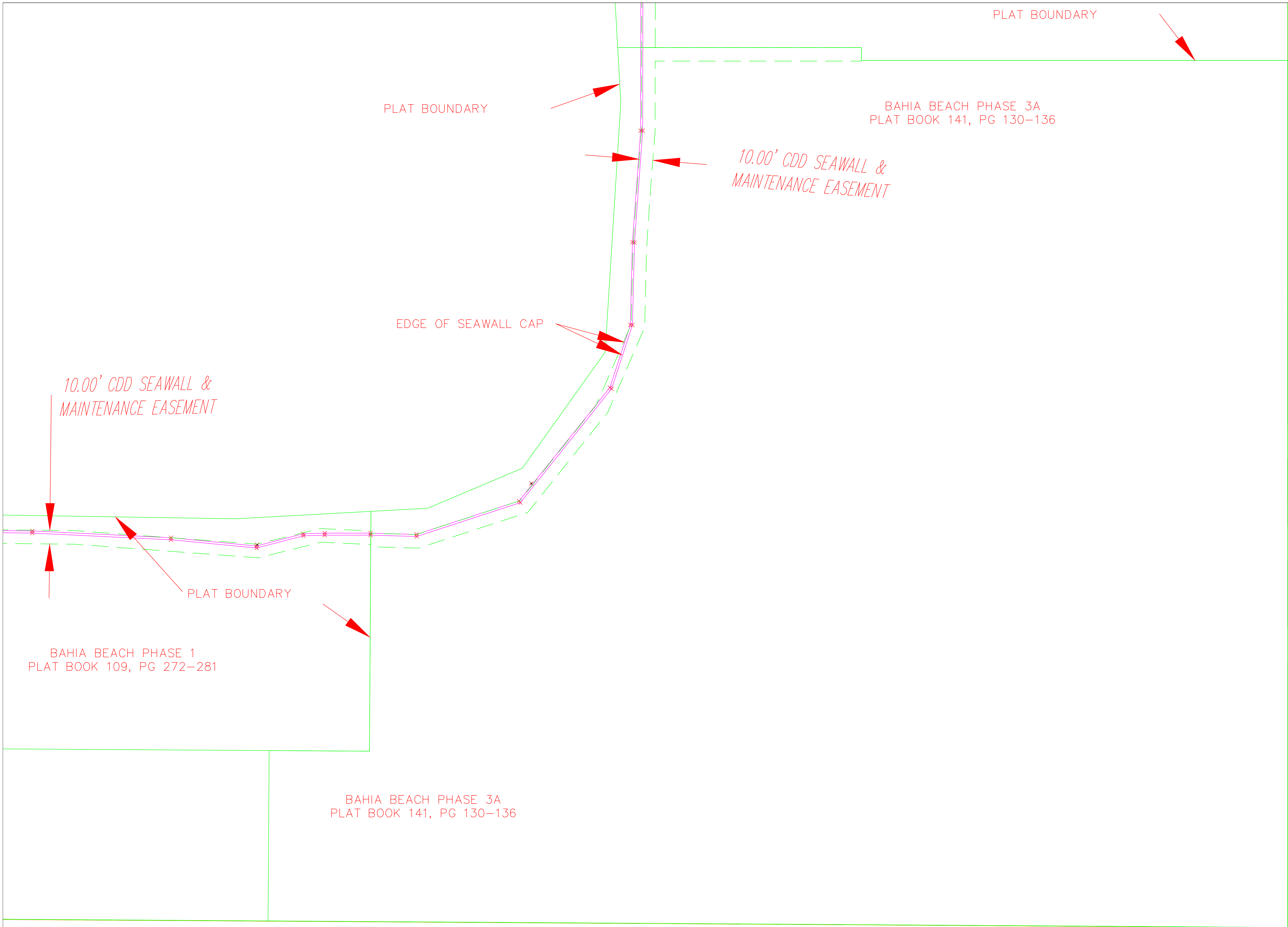
EDGE OF SEAWALL CAP

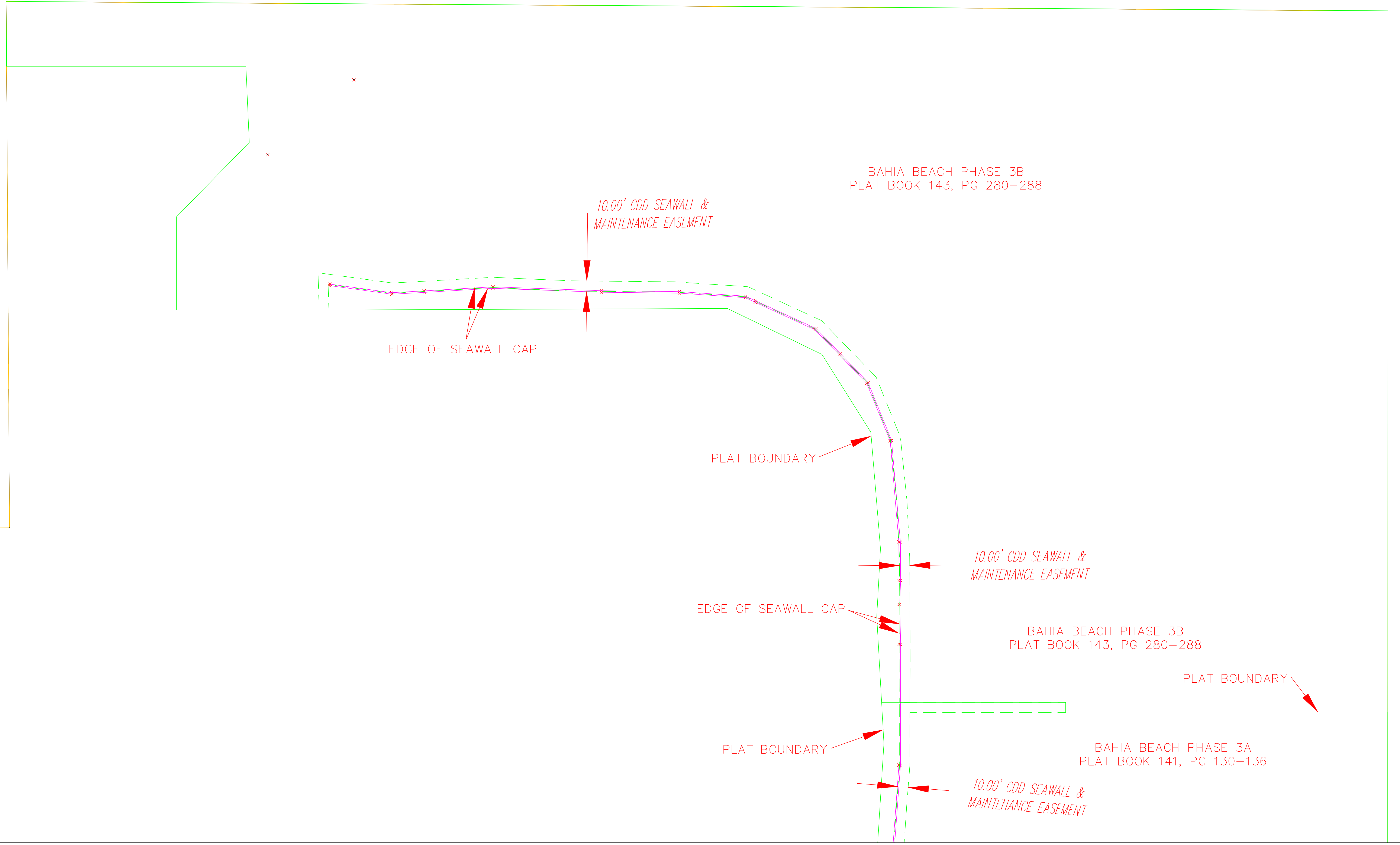
*10.00' CDD SEAWALL &
MAINTENANCE EASEMENT*

PLAT BOUNDARY

BAHIA BEACH PHASE 1
PLAT BOOK 109, PG 272-281

BAHIA BEACH PHASE 3A
PLAT BOOK 141, PG 130-136





BAHIA BEACH PHASE 3B
PLAT BOOK 143, PG 280-288

*10.00' CDD SEAWALL &
MAINTENANCE EASEMENT*

EDGE OF SEAWALL CAP

PLAT BOUNDARY

*10.00' CDD SEAWALL &
MAINTENANCE EASEMENT*

EDGE OF SEAWALL CAP

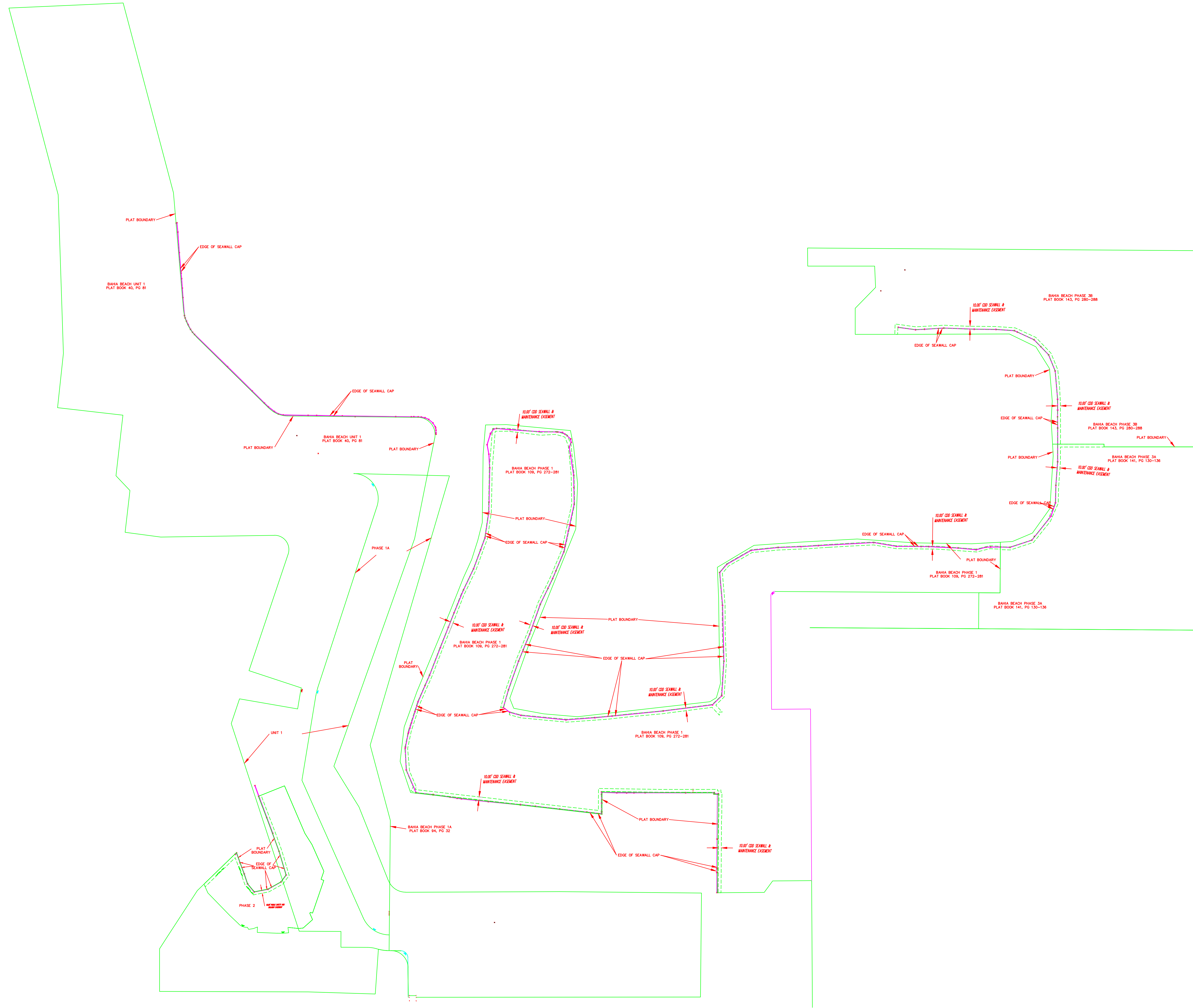
BAHIA BEACH PHASE 3B
PLAT BOOK 143, PG 280-288

PLAT BOUNDARY

PLAT BOUNDARY

BAHIA BEACH PHASE 3A
PLAT BOOK 141, PG 130-136

*10.00' CDD SEAWALL &
MAINTENANCE EASEMENT*



**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years 2023, 2024 and 2025
Hillsborough County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Electronic copies of the proposals must be received no later than 11:00 a.m. on January 1, 2024 by emailing Helena.Randal@Inframark.com.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit electronic copies of the Proposal Documents and other requested attachments at the time and place indicated herein, and the email must be titled "Auditing Services – South Bay Community Development District".

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District’s limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal
- E. Must perform the audit fieldwork at the office where the District records are maintained.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid contract award.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

David L. Smith, Esquire
GrayRobinson, P.A.
101 E. Kennedy Boulevard, Suite 4000
Tampa, Florida 33602

Property Appraiser's Parcel I.D. No.: _____

(Above Space for Recorder's Use Only)

QUIT CLAIM DEED

THIS **QUIT CLAIM DEED** is made this _____ day of December, 2023, by **SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose mailing address is 210 N. University Drive, Suite 702, Coral Springs, FL 33071 (the "**Grantor**") to Little Harbor Property Owners' Association, Inc., a Florida corporation, whose address is 212 Apollo Beach Boulevard, Apollo Beach, Florida 33572 (the "**Grantee**").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby remises, releases and quit-claims unto the said Grantee, his heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor may have, without representation or warranty of any kind, in that certain land situated in Hillsborough County, Florida, more particularly described in **Exhibit "A"** attached hereto (the "**Property**").

TO HAVE AND TO HOLD the same, together with all and singular, the appurtenances thereunto belonging or in anywise appertaining and all estate, right, title, interest, and claim whatsoever of the said Grantor, either in law or in equity, that Grantor may have, to said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year first above written.

WITNESSES:

GRANTOR:

Print Name: _____

SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government

Print Name: _____

By: _____
Print Name: _____
Print Title: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was executed, acknowledged and delivered before me this _____ day of December, 2023, by _____ as the _____ of **SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, on behalf of the District, who [] is personally known to me, or [] has produced a _____ driver's license as identification.

David L. Smith | David.Smith@gray-robinson.com | D 813.273.5166
101 East Kennedy Boulevard, Suite 4000, Tampa, Florida 33602 | T 813.273.5000 | F 813.273.5145

MEMORANDUM

TO: Mark Vega
FROM: David L. Smith
DATE: October 11, 2023 Client-Matter Number: 40242.2
SUBJECT: Allied Universal Security Professional Service Agreement

Mark, in reviewing the above-referenced document, I have the following questions, comments or concerns:

1. It is unclear whether we are dealing directly with Allied Universal or one of its subsidiaries or affiliates who "may provide services hereunder within certain states." We should identify that so we know exactly whom to contact and at what notice location.
2. The POA Agreement is not executed by Allied Universal. Are we looking for an assignment or entering into a separate agreement? If the latter, is the POA going to terminate its Agreement?
3. Under the General Terms the "term" of the Agreement is for three years beginning on some date in 2022. Again, this raises the issue of continuing liability under the POA. Are we anticipating an assignment? If so, what are the obligations to make that assignment valid? Is the POA going to be released? There is a thirty-day notification of termination allowed for under the Agreement. We need to coordinate with the POA if that is what they are going to do.
4. Are the services being provided at the times, locations and scope as provided in Exhibit A sufficient?
5. Are the Billing Rates specified in Exhibit B acceptable?
6. Is the annual increase provision acceptable? It is the greater of the amount determined under subsection C.3 or five percent. (There does not appear to be a Section C.3. Under C, the numbers start at 7.) It appears they are going to invoice the client weekly for services provided. All invoices are "deemed accepted" and are payable within thirty days of receipt. That seems a little frequent for billing purposes.
7. Under paragraph A.1 they are making no warranties regarding the sufficiency of the services.
8. Changes in services are subject to paragraph A.2 and must be in writing.

9. It is unclear the scope of the services provided to the POA, since it does not own some of the "premises" that are owned by the District. Do they even have an requisite property interest pursuant to the Management Agreement? That would be an issue for past coverage, if the District is going to be the new recipient of the services.

10. Note the responsibility for any active direction of the security personnel under paragraph B.1.

11. Is there any "additional training" specified in Exhibit B? Do we want to put any such "additional training?"

12. Under paragraph C.7 note the "Direct Bill Items identified in Exhibit B." Note the specification of the Heliaus Device. What is this and are we concerned about the fact that they will pass through any associated costs and increases for its use?

13. Note under paragraph C.9 the pass-throughs associated with governmental and health care increases should they agree.

14. Note also the fact that it can pass through any cost increases under Section C(3). (There does not appear to be a Section C.3. Under C, the numbers start at 7.)

15. Note also the pass-through of taxes under Section C.12.

16. Note the late payment charge under Section C.13.

17. Note that under D.2 there are provisions dealing with documents. We need to make sure we address Public Records.

18. Note under Section E.6 that if they drive our vehicles we must have the requisite insurance. Do we own that golf cart or are we acquiring the golf cart that the POA owns? If the POA owns it, perhaps we can get them to lease it for nominal mounts to the security company so we are not in the insurance loop.

19. We need to address the indemnification provision under Section E.7. We are in a different situation in the POA. That is, we need to have a limitation on any indemnification consistent with sovereign immunity.

20. The limitation on consequential, incidental, indirect or punitive damages in Section E.8 shall also apply to the District.

21. Note the obligation of written notice of a claim under Section E.9. That's why we need to be sure which entity we are dealing with. We don't want to fail to provide timely notice when we need to.

22. Note the liabilities under Section F.2 dealing with claims against Allied related to issues on the premises. Any obligation to indemnify or cover those claims needs to be limited by our sovereign immunity.

23. Our limitation on indemnification will be parallel to their provision in Section F.3, with the language requisite for a sovereign immunity entity.

24. The waiver provision of Section G.2 should be reciprocal. That is, the District shall have the same right to enforce and same limitations on waiver.

25. Also note against Section G.10 Notice Requirements.

26. Note also the indemnification provision of Section G.11. We need to limit that. I think this is best addressed as a global limitation by amendment or end of the agreement so that it applies to any indemnification obligations above.

27. Note the Legally Mandated Break Periods identified in Section G.14.

28. Note the provisions that survive termination under Section G.16. Are we in agreement?

29. Are the services provided in Exhibit A sufficient?

30. Are the provisions contained in Exhibit B acceptable?

31. Note the "Additional Billing Terms Extra Service Requests" in Exhibit B.

jsl



JMAC

Little Harbor						
Position	Hours Per Week	Pay Wage		Bill Rate	Overtime/Holiday Rate	Annual Spend
Security Professional - Guardhouse 8 pm-4am, 7 days	56.0	\$17.00		\$23.80	\$35.70	\$69,305.60
Security Professional - Patrol 8pm-4am, 7 days	56.0	\$17.00		\$23.80	\$35.70	\$69,305.60
Total Security Hours Per Week	112.0					\$138,611.20
Average Pay Wage						\$17.00
Cumulative Bill Rate						\$23.80
Estimated Annual Holiday Cost						\$1,332.80
Based on the following seven (7) recognized holidays: New Year's Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day						
Estimated Subtotal						\$139,944.00

\$145,600.00

\$35.00 Holiday Rate

Medical Benefits Based on Participation (Affordable Care Act Compliant Plans)	Included
Direct Bill Items	
Vehicle - \$1,070 per month, plus applicable sales tax	\$13,803.00
Includes lease, insurance, maintenance, lightbar, decals and GPS. Fuel will be direct billed as incurred.	
Helias Patrol Management Software	\$2,388.00
\$199.00 per month	
Includes guard management system and smartphone	
Pricing Notes	

\$10,200.00

Fuel will be direct bill

Value-added and Affordable Security Officer Benefits (included in your rate)

- Medical Insurance (full-time/benefit eligible)
- Dental insurance (full-time/benefit eligible)
- Vision Insurance (full-time, benefit eligible)
- 401(k) plan
- Life and disability insurance
- Vacation
- Background check and 10 panel drug screen on all officers
- Uniforms at no cost to you or the officer
- Training, including OJT and refresher training
- Direct Deposit

Items that will be direct billed as incurred:

Allied Universal recognizes seven (7) holidays): New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, & Christmas Day
Overtime rate is 1.5 times the bill rate with less than 48 hour notice of additional coverage. Client must approve via email any overtime charges.

**Pricing sheet is valid for 30 days from receipt.

SECURITY SERVICE AGREEMENT

JCM Security Service LLC

A J-Mac Property Service Company

The term of this Agreement shall be for a period of three (3) year beginning on _____, 2023("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month-to-month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party. JCM Security shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay JCM Security for the performance of the Services and any other products and/or services provided by JCM Security hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client via JCM Security current submission method within thirty (30) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term of that Exhibit B, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount No greater than 5 percent

FULL LEGAL NAME OF SECURITY PROVIDER JCM Security Service LLC

FULL LEGAL NAME OF CLIENT South Bay CDD

legally bound to the Agreement, General Terms and Conditions and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

CLIENT: South Bay CDD

By _____ Name: _____ Title: _____

SECURITY SERVICE: JCM Security

By _____ Name: _____ Title: _____

EXHIBIT "A"

to Agreement Between

JCM Security Service

and

South Bay CDD

Location 611 Destiny Drive, Ruskin, FL 33570

South Bay CDD Community

Security Professional – Gatehouse 8pm - 4am, 7 days per week

Security Professional – Patrol 8pm-4am, 7 days per week

Total 112 hours per week

Description of Services: JCM Security will provide Client pursuant to this Agreement are: • Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client. • Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to Client. The security professional creating the report will be available to explain the incident report during their shift. • The security professional will also report criminal activity and/or visible hazards observed and/or reported while on post within 24 hours of the occurrence.

EXHIBIT "B"

to Agreement Between

JCM Security

and

South Bay CDD

BILLING RATES

The initial Billing Rates for the Services shall be as follows:

Security Professional Regular Rate

\$25.00 per hour

Security Professional Holiday Rate

\$35.00 per hour

JCM Security Supplied Vehicle

\$850 per month

Fuel billed separately