



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

CITY OF SOUTH BAY
CITY COMMISSION MEETING AGENDA
CITY HALL CHAMBER

TUESDAY, FEBRUARY 16, 2021

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

Phone: 561-996-6751 Fax: 561-996-7950

Mayor:

Joe Kyles Sr.

Vice Mayor:

Betty Barnard

Commissioner:

Esther Berry

Commissioner:

Taranza McKelvin

Commissioner:

John Wilson

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Natalie Malone

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION: MANNER AND TIME

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

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk

shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

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

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting.

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

CITY OF SOUTH BAY
REGULAR CITY MEETING AGENDA
CITY HALL CHAMBER
TUESDAY, FEBRUARY 16, 2021
7:00PM

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

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

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.
.....

1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF VOTING CONFLICTS

3. PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

5. CONSENT AGENDA

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

5a. Approval of City Minutes - February 02, 2021
(Regular City Workshop and City Meeting)

5b. Regular City Meeting Agenda- February 16, 2021

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

6a. RESOLUTION NO. 07-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR RENOVATION AND REPAIR OF COX PARK PLAYGROUND EQUIPMENT AND PADDING SYSTEM BETWEEN THE CITY OF SOUTH BAY AND TOTAL SOLUTION CONTRACTORS, INC. AS AN EMERGENCY PURCHASE; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCE
8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. March 09, 2021-Election Day

11. CITY MANAGER REPORT

11a. Economic Development Agreement-Proposal

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY, FL
CITY WORKSHOP
CITY HALL CHAMBER
TUESDAY, FEBRUARY 02, 2021
6:30PM

(Full recording/discussion available through the City Clerk/City website)

Present:

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

Staff:

Leondrae Camel, City Manager
Natalie Malone, City Clerk
Vicky DelBosquez, Human Resources
Massih Saadatmand, Finance Director *via telephone*
Burnadette Norris-Weeks, City Attorney, Esq., City Attorney *via telephone*

1. CALL TO ORDER
2. ROLL CALL
3. DISCUSSION

3a. Economic Development Presentation

Claude Diles, Jr., Coldwell Banker Commercial, NRT, Realogy

4. ADJOURNMENT

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, FEBRUARY 02, 2021
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on February 02, 2021 at 7:00 p.m.

(Full recording/discussion available through the City Clerk/City website)

Present:

Mayor Joe Kyles

Vice-Mayor Betty Barnard

Commissioner Esther E. Berry

Commissioner Taranza McKelvin *via telephone*

Commissioner John Wilson *enters at 7:04 p.m.*

Staff:

Leondrae Camel, City Manager

Natalie Malone, City Clerk

Vicky DelBosquez, Human Resources

Massih Saadatmand, Finance Director *via telephone*

Burnadette Norris-Weeks, City Attorney, Esq., City Attorney *via telephone*

1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE
2. DISCLOSURE OF VOTING CONFLICTS: NONE
3. PRESENTATIONS AND PROCLAMATIONS *(Up to 5 minutes)*
4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION
5. CONSENT AGENDA

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

5a. Approval of City Workshop and Regular City Meeting Minutes January 05, 2020

5b. Regular City Meeting Agenda February 02, 2021

Moved By: Commissioner Wilson
Second By: Vice Mayor Barnard

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

6a. RESOLUTION 05-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING AND ADOPTING THE UPDATED CITY EMPLOYEE HANDBOOK; PROVIDING FOR THE REPEAL OF THOSE PROVISIONS PREVIOUSLY ADOPTED TO THE EXTENT OF ANY CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Berry

Second By: Vice Mayor Barnard

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Wilson	YES

6b. RESOLUTION 06-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ESTABLISHING A CANVASSING BOARD FOR THE CITY'S MARCH 9, 2021 ELECTION; PROVIDING AN EFFECTIVE DATE

Moved By: Vice Mayor Barnard

Second By: Commissioner Wilson

The City Commission hereby appoints the Palm Beach County Supervisor of Elections and/or her designee, a member of the City Commission Commissioner T. McKelvin and the City Clerk to serve as the members of the City Election Canvassing Board for the City Election held March 9, 2021.

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Wilson	YES

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL- *Commissioner McKelvin*

8a. Tutorial Program-*offered Tuesdays-Thursdays, until March 01, 2021*

8b. Spelling Bee- *Friday, March 05, 2021*

8c. Black History Program-*via zoom, will air on February 26, 2021*

9. FINANCE REPORT

9a. Accounts Payable Report- February 02, 2021

Motion made to table report

**Moved By: Commissioner Berry
Second By: Vice Mayor Barnard**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Wilson	YES

10. CITY CLERK REPORT

**10a. City of South Bay 2021 General Election
*March 09, 2021-Election Day***

11. CITY MANAGER REPORT

11a. Federation of Families of FL, Inc.-*Lease Agreement*

11b Florida Department of Transportation-*5-year Plan*

11c. R&D Paving-Change Order

Motion made not to pay the requested change order amount of \$9,718.38

Moved By: Commissioner Berry

Second By: Commissioner Wilson

COMMISSION	VOTE
Mayor Kyles	NO
Vice Mayor Barnard	NO
Commissioner Berry	NO
Commissioner McKelvin	YES
Commissioner Wilson	NO

Commissioner McKelvin retracted his YES vote due to misunderstanding of the motion and would like to vote No. The final vote was No (5-0).

COMMISSION	VOTE
Mayor Kyles	NO
Vice Mayor Barnard	NO
Commissioner Berry	NO
Commissioner McKelvin	NO
Commissioner Wilson	NO

11d. Rebuild Florida Award**11e. Midway Carnival Consideration****12. CITY ATTORNEY REPORT****13. FUTURE AGENDA ITEMS****13a. Commissioner Berry:**

- Street Improvement Plans-*prioritized*
(*condition, side-walk availability and funding*)

14. COMMISSIONER COMMENTS; FOR THE GOOD OF THE ORDER**14a. Commissioner McKelvin:**

- Thanks everyone for coming out
- Be safe, continue to social distance and God Bless

14b. Commissioner Wilson:

- Thanks to Mayor Kyles, Vice Mayor Barnard and everyone
- May God bless everyone

14c. Commissioner Berry:

- It's a pleasure for to serve
- Revisit the City's Strategic Plan:
to see how we can serve our residents and generate revenue
- Have a pleasant evening

14d. Vice Mayor Barnard:

- COVID-19 vaccine for our Seniors (65+)
"I went door to door with other volunteers to educate and see what the seniors wanted. I created a spreadsheet and signed up over 50+ senior residents for the COVID-19 vaccine."

14e. Mayor Kyles:

- "If you're not at the table, you are on the menu!"
- City Manager evaluation-*distributed to all Commissioners*
- Lift everyone up in prayer
- COVID-19 vaccines- The Mayor shared that he and Vice Mayor received the COVID-19 vaccine and both are looking forward to their 2nd dose.
- May God Bless

15. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION NO. 07-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR RENOVATION AND REPAIR OF COX PARK PLAYGROUND EQUIPMENT AND PADDING SYSTEM BETWEEN THE CITY OF SOUTH BAY AND TOTAL SOLUTION CONTRACTORS, INC. AS AN EMERGENCY PURCHASE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of South Bay ("City") has determined that the City needs immediate repair and renovation of the playground system located at Cox Park on an emergency basis as a result of a fire which caused damage to the playground equipment and padding system; and

WHEREAS, on November 22, 2020, the playground fire at 125 NW 8th Ave, South Bay, Florida was classified as incendiary. The cause of the fire was classified as unknown subject(s) entered the structure, and used an open flame device, such as a match or lighter, to ignite the combustible materials; and

WHEREAS, the City of South Bay received a quote from Total Solution Contractors, Inc. ("TSC") to repair and renovate the playground equipment at Cox Park; and

WHEREAS, the City is willing to accept the general terms of the TSC proposal as specifically attached hereto as Exhibit "A" in the amount of Sixty-Five Thousand Dollars (\$65,000.00) with the following exclusions: Permit Fee, Engineering, Blueprints, Survey, Additional Site Work, Equipment (lifts, high reaches, etc.); and

WHEREAS, an emergency purchase may be made at any time pursuant to Section 2-261 of the South Bay Code of Ordinances without public notice, to meet a pressing need for the protection of the public health, safety or welfare; and

WHEREAS, the City Commission for the City of South Bay finds that the execution of an emergency purchase agreement for the renovation and repair of Cox Park is in the best interest of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Agreement between the City of South Bay and Total Solution Contractors, Inc., attached hereto as Exhibit "A", for the provision of renovating and repairing the playground system at Cox Park, on an emergency basis, as a result of a fire of the playground equipment and padding system. The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 16th day of February 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



Palm Beach County Fire Rescue

INCIDENT REPORT

Official Law Enforcement Report - Unauthorized Dissemination is Prohibited

Incident Type: Fire / Incendiary / Available
Combustibles

Agency Incident ID: 20-123476

BATS ID: 1366581

Investigation Title: City of South Bay - Investigation

Incident Date/Time/Location

Status

Investigation Inactive/Suspended

Jurisdiction

Primary

Start Date/Time

11/22/2020 11:22 Sunday

Address

125 Northwest 8th Avenue

City/State/Zip

South Bay, FL 33493

County

Palm Beach County

Investigator Information

Name

Brian Gordon

Phone

561-616-7059

Email

bgordon@pbcgov.org

Title

Law Enforcement Fire Investigator

Badge Number

26726

Property Use or Target Information

Type

Assembly

Subtype

Playground

Status

Occupied And Operating



**Palm Beach County Fire Rescue
INCIDENT REPORT**

Official Law Enforcement Report - Unauthorized Dissemination is Prohibited

Incident Type: Fire / Incendiary / Available
Combustibles

Agency Incident ID: 20-123476

BATS ID: 1366581

Investigation Title: City of South Bay - Investigation

Scene Details

Miscellaneous Information

External Case Number

20-129432

Latitude

26.664583

Longitude

-80.719867



Palm Beach County Fire Rescue

INCIDENT REPORT

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Combustibles

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Contact Arrival

Requesting Person	Requesting Agency	Requested Date	Arrival Date	Scene Released Date
Captain E. Alya	Palm Beach County Fire Rescue	11/22/2020 11:31 AM	11/22/2020 12:22 PM	11/22/2020 2:17 PM



**Palm Beach County Fire Rescue
INCIDENT REPORT**

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Combustibles

Agency Incident ID: 20-123476

BATS ID: 1366581

Investigation Title: City of South Bay - Investigation

Attachments

Filename	Description	Date
DSC_0255.JPG		12/28/2020



DSC_0268.JPG		12/28/2020
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DSC_0258.JPG		12/28/2020
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DSC_0263.JPG		12/28/2020
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**Palm Beach County Fire Rescue
INCIDENT REPORT**

Official Law Enforcement Report - Unauthorized Dissemination is Prohibited

Incident Type: Fire / Incendiary / Available
Combustibles

Agency Incident ID: 20-123476

BATS ID: 1366581

Investigation Title: City of South Bay - Investigation

Narrative(s)

Title

City of South Bay - Investigation

Author

Brian Gordon

5616167059

bgordon@pbcgov.org

Description

SYNOPSIS

The opinion expressed in this report was based upon the totality of the investigation conducted, which included the examination of the scene, witness interviews, review of scientific literature, knowledge of fire development, and experience with these types of fire scenes. On November 22, 2020, the playground fire at 105 NW 8th Ave South Bay, FL 33493 was classified as incendiary. The fire intensity and movement patterns analysis indicated that the fire origin was the south end of the north playground area. The cause of the fire was classified as unknown subject(s), entered the structure, and used an open flame device, such as a match or lighter, to ignite the ordinary combustibles materials. The fire spread to other common combustible materials, and it was attributed to an intentional human act. This case is inactive pending further information.

INVESTIGATOR'S ACTIONS AND OBSERVATIONS

INITIAL INFORMATION

Palm Beach County Fire Rescue Department (PBCFR) responded to a miscellaneous structure fire. Dispatch records indicated that the first arriving engine was PBCFR Engine 74. Units were dispatched to the scene at 1118 hours and arrived at 1123 hours. PBCFR Captain E. Alya was the incident commander and requested an investigator to respond to the scene. I was the on-call investigator at the time I received this assignment.

Upon arrival, I met with Captain E. Alya, who stated the following: During their response to the scene, dispatch advised that the playground equipment was on fire. Upon arrival, they observed approximately 70% of the playground on the north side was engulfed in flames.

After I met with Captain E Alya, I met with PBSO D/S B. Swearingen ID# 36179, who stated the following: Upon his arrival, he observed the playground engulfed in flames. He spoke to onlookers, who stated that they did not see who started the fire. He stated that a group of kids from the neighborhood to the south of this location had been involved with several incidents within the past few months and provided PBSO case number 20-129432.

SCENE EXAMINATION

A perimeter search was conducted, and no unusual containers or devices, which were unusual for the environment, were found. I took photographs of the fire scene using a department-issued Nikon D60 Digital Camera with a Nikon AF-S DX 18mm-55mm lens and Nikon SB-700 flash. The photos were recorded onto a



**Palm Beach County Fire Rescue
INCIDENT REPORT**

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Scan Disk SD 8 GB picture card.

The total burned area was estimated at approximately 48 square feet. According to Palm Beach County Property Appraiser, the land is 0.22 acres.

EVIDENCE COLLECTION

The San Disk Ultra 8GB media card was sent to the PBSO photo lab for processing

OTHER INVESTIGATIVE INFORMATION

A check of other computer database searches revealed no unusual information. Cox Park is an approximately one-acre parcel owned by the City of South Bay 335 SW 2nd Ave South Bay, Fl. 33493.

There was a monetary loss associated with this fire. No estimate of monetary loss was determined as part of this origin and cause investigation. Those figures have no direct relevance to the determination of the origin and cause of the fire. Loss figures can be obtained from insurance adjusters, tax assessors, contractors, and planning officials.

ALTERNATE HYPOTHESIS CONSIDERATIONS

During my investigation, several alternative hypotheses were considered and tested, utilizing the scientific method. A particular hypothesis was developed for each competent ignition source as a probable or possible cause for the fire. A systematic evaluation of alternative hypothesis was then conducted to eliminate any hypotheses that were not supported by the facts, evidence, or data discovered through this investigation and was conducted within the recommended practices of NFPA 921.

WEATHER/NATURAL CAUSES

During my investigation, I considered a cause for the fire as weather or natural cause. I discovered no facts, evidence, or data to support any lightning strikes in the area of origin. A check with www.weatherunderground.com revealed no lightning strikes before, during, or after the fire. As a result, the fire's probable or possible cause as weather or natural cause was eliminated.

SELF-HEATING AND SELF-IGNITION

During my investigation, I considered a cause for the fire as the recent remodeling, painting, staining, or any use of a process involving a material, which is commonly known to heat or self-ignite spontaneously. I discovered no facts, evidence, or data to support any signs of remodeling, painting, staining, or the use of any materials that would spontaneously heat or self-ignite in the area of origin. As a result, the fire's probable or possible cause as spontaneous heating and self-ignition was eliminated.

DISCARDED SMOKING MATERIALS

During my investigation, I considered a cause for the fire as discarded smoking materials in the area of origin. I discovered no facts, evidence, or data to support the use of any discarded smoking materials in the area of origin. As a result, the probable or possible cause of the fire and discarded smoking materials were eliminated.

CANDLES

During my investigation, I considered a cause for the fire to be through candles or candle-like materials. I discovered no facts, evidence, or data to support the use of any candles or candle-like materials in the area of



**Palm Beach County Fire Rescue
INCIDENT REPORT**

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**Incident Type: Fire / Incendiary / Available
Combustibles**

Agency Incident ID: 20-123476

BATS ID: 1366581

Investigation Title: City of South Bay - Investigation

origin. As a result, the fire's probable or possible cause to be through the use of candles or candle-like materials were eliminated.

RESISTIVE HEATING AND ELECTRICAL ISSUES

During my investigation, I considered a cause for the fire to be from resistive heating and electrical issues. I discovered no facts, evidence, or data to support any resistive heating or electrical issues in the area of origin. As a result, the fire's probable or possible cause from resistive heating and electrical issues was eliminated.

HUMAN ACTION OR INTERVENTION

During my investigation, I considered a cause for the fire to be from a human's actions. I discovered facts, evidence, or data to support that human action was responsible for the cause of this fire. As a result, the probable or possible cause for the fire being from a human was eliminated.

CONCLUSION

Based on my review of the above materials and my education, training, and experience, I hold the following opinions to a reasonable degree of professional certainty.

On November 22, 2020, the playground fire at 105 NW 8th Ave South Bay, FL 33493 was classified as incendiary. The fire intensity and movement patterns analysis indicated that the fire origin was the south end of the north playground area. The cause of the fire was classified as unknown subject(s), entered the structure, and used an open flame device, such as a match or lighter, to ignite the ordinary combustibles materials. The fire spread to other common combustible materials, and it was attributed to an intentional human act.

The opinions expressed herein are based on the author's education, training, and experience, and the materials reviewed to date. The author has made every effort to accurately and thoroughly investigate all areas of concern identified during this investigation relevant to the expressed opinions. If new data become available or there are perceived omissions or misstatements in this report, the author asks they are brought to his attention as soon as possible so that he has the opportunity to address them fully.



**Palm Beach County Fire Rescue
INCIDENT REPORT**

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Combustibles

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Investigation Title: City of South Bay - Investigation

This section intentionally left blank

Law Enforcement Fire Investigator - Gordon, Brian

Date

Captain - Fucci, Thomas

Date

Fire Incident Report

NFIRS - 1
Basic

A Department: **Palm Beach County Fire Rescue** State: **FL** FDID: **06301**
Incident Date: **11/22/2020** Incident Number: **PBC20123476** Exposure: **0**

B Location Type: **1 Street address**
Address: **125 NW 8TH Ave SOUTH BAY, FL**
Cross Street: Wildland

C Incident Type
160 Special outside fire, other

E Dates & Times
Alarm: **11/22/20 11:18**
Arrival: **11/22/20 11:23**
Controlled:
Cleared: **11/22/20 14:17**

D Aid Given or Received
Aid Type: **N None**
Aid Dept Name:
Aid Inc. Number:

F Actions Taken
1.) **10 Fire Control or Extinguishment, Other**
2.)
3.)

G2 Estimated Dollar Losses and Values
Property Loss: **\$ 5,000**
Contents Loss: **\$ 0**
Property Value: **\$ 5,000**
Contents Value: **\$ 0**

H2 Detector

H2 Hazardous Materials Release

I Mixed Use Property

J Property Use
124 Playground

M Authorization
Person in Charge: **AYALA, EDUARDO**
Report Writer: **AYALA, EDUARDO**

Report Writer same as Officer in Charge
Rank: Assignment:
Rank: Assignment:

Fire Incident Report

**NFIRS - 1.1
Persons Involved**

A

Department:

State: FL

Incident Date:

Incident Number:

K

Person / Entity Involved

Contact Type:

Phone:

Bus. Name:

Contact Name:

Prefix

First Name

MI

Last Name

Suffix

Contact Address:

Fire Incident Report

NFIRS - 1.2
Remarks

A

Department: **Palm Beach County Fire Rescue** State: **FL**
Incident Date: **11/22/2020** Incident Number: **PBC20123476** Exposure: **0**

L

Remarks

E74 arrived to Cox Park in the Northwest section of South Bay. Upon arrival PBSO was on scene with several bystanders also observing. No persons were within 30 yards of the playground. The playground on the North end of the park was approximately 70% involved with fire. No obvious source or accelerant was seen upon arrival. E74 crew performed a quick attack and sprayed the Deck gun flowing 500 gpm on the playground. The playground was extinguished using approx. 700 gallons of water. Any noted hot spots were cooled with the Water Can. Crew and PBSO questioned several bystanders, but no one seems to have seen anything prior to the fire starting. The fire was placed under control and the scene was secured for the Investigator. E74 and PBSO remained on scene till Investigator 7 arrived on scene. South Bay city employees were notified of the playground fire. They also arrived on scene while crews performed duties. Scene TOT Investigator 7 with a full pass down.
EAA18007

Fire Incident Report

NFIRS - 2
Fire

A Department: **Palm Beach County Fire Rescue** State: **FL**
Incident Date: **11/22/2020** Incident Number: **PBC20123476** Exposure: **0**

B Property Details
Number Residential Units: **0**
Buildings Involved: **1**
Acres Burned: **0**

C On-Site Materials or Products
Material 1: **343 Plastics**
Storage: **U Undetermined**
Material 2:
Storage:
Material 3:
Storage:

D Area of Ignition: **00 Other**
Heat Source: **UU Undetermined**
Item First Ignited: **UU Undetermined**
Type of Material First Ignited:

E₃ Human Factors None
 Asleep
 Possibly impaired by alcohol or drugs
 Unattended person
 Possibly mentally disabled
 Physically disabled
 Multiple Persons
 Age was a factor
Estimated age of person involved: **0**
Gender:

E₁ Cause of Ignition:
5 Cause under investigation

E₂ Factors Contributing to Ignition
1.) **UU Undetermined**
2.)

F₁ Equipment Involved in Ignition
Brand:
Model:
Serial #:
Year:

G Fire Suppression Factors
1.) **000 Fire supression factor, other**
2.)
3.)

F₂ Equipment Power
Power Source:
Portability: **0**

H₁ Mobile Property Involved
N None
Type:
Make:

H₂ Model
Year: **0**
License Plate
State
VIN

Fire Incident Report

NFIRS - 3
Structure Fire

A	Department:	State: FL
	Incident Date:	Incident Number:

I₁	Structure Type	I₃	Building Height Stories At or Above Grade: Stories Below Grade:
I₂	Building Status	I₄	Main Floor Size Total Square Feet Length: Width:

J₁	Fire Origin Story: <input type="checkbox"/> Below Grade	J₃	Number of Stories Damaged by Flame Minor (1-25%) Significant (25-49%) Heavy (50-74%) Extreme (75-100%)	K	Material Contributing Most to Flame Spread Item: Material
J₂	Fire Spread				

L₁	Presence of Detectors	L₃	Detector Power Supply	L₅	Detector Effectiveness
L₂		L₄	Detector Operation	L₆	Detector Failure Reason

M₁	Presence of AES	M₃	AES Operation	M₅	AES Failure Reason
M₂	Type of AES	M₄	Number of Sprinkler Heads		

Fire Incident Report

**NFIRS - 9
Apparatus**

A

Department: **Palm Beach County Fire Rescue** State: **FL**

Incident Date: **11/22/2020** Incident Number: **PBC20123476**

Unit Name: **E74** Dispatched: **11/22/2020 11:18:06A** Cleared: **11/22/2020 12:44:29P**
Use: **SUPPRESSION** On Scene: **11/22/2020 11:23:08A**
Remarks Title:

Unit Name: **IV7** Dispatched: **11/22/2020 11:31:01A** Cleared: **11/22/2020 2:17:01P**
Use: **OTHER** On Scene: **11/22/2020 12:36:12P**
Remarks Title: **INV 7 Narrative**

Investigator **B Gordon** opened this report on **12/14/20** to make any necessary changes and add investigative information. This report is preliminary, and further details of this incident shall be discussed in the investigation report.

There was a monetary loss associated with this fire. No estimate of monetary loss was determined as part of this origin and cause investigation. Those figures have no direct relevance to the determination of the origin and cause of the fire. Loss figures can be obtained from insurance adjusters, tax assessors, contractors, and planning officials.

Apparatus Totals EMS **0** Suppression **1** Other **1**

Fire Incident Report

NFIRS - 10
Personnel



Department: **Palm Beach County Fire Rescue**

State: **FL**

Incident Date: **11/22/2020**

Incident Number: **PBC20123476**

Dept. ID #	Name	Unit	Role
6199488	AYALA, EDUARDO A	E74	Suppression
6199488	KING, JEFFREY	E74	Suppression
6199488	KIRKEBERG, GUNDER M	E74	Suppression
6199488	GORDON, BRIAN	IV7	Other

Personnel Totals	EMS	0	Suppression	3	Other	1
------------------	-----	---	-------------	---	-------	---



Total Solution Contractors

CGC1516423
3940 10th Ave suite 5A
Lake Worth, F. 33461

Submitted To: Leondrae Camel

of: City of South Bay

561.247.1106
RDobson@totalsolutioncontractors.com

City, State, Zip: 335 SW 2nd Ave
South Bay, FL 33493

Good Until:

Date of Plans:

Job Number/ Name: Playground
Renovation/Repair
Cox Park

Architect:

Approximate start
Date:

We hereby submit Proposed Estimates labor and material for:

	Description	
	Demolish Existing Playground System including rubber pour in place, debris removal, remove and reset fencing	\$6,500.00
	Install new pea rock subsurface per spec for pour in place rubber	\$5,500.00

1

Total Solution Contractors
68 West 11th St suite 1A, Riviera Beach, FL 33404
p: 561 247 1106 f: 954 505 4061





	Description	
	Install Superior Play System Standard 0-2 Knoxville, Includes system and install	\$25,000.00
	Install of aprx 1,000 sq ft of Tot-Turf Pour-in-Place with a 2.5" thickness for a 5ft critical fall height	\$18,000.00
	Area Grading, Pea Rock Substrate,	\$6,500.00
	Repair Fire damaged footer	2000
	Shipping of Systems	\$1,500.00
	Total	\$65,000

Please note: No designed has been provided, if owner requires additional pour in place surface. Cost will be 14.1 per sq ft, additional grading and substrate may be required and Owner will incur additional cost.

No architech, engineer, if required Owner will incur additional cost.

Mobilization:

\$25,000- purchase of play-set (8-12 week lead time)

-Removal of damaged unsafe damaged play-set, install pearock until installation of play-set





Exclusions

- Permit Fee
- Engineering, Blueprints, Etc
- Survey
- Additional site work
- No acoustical ceiling
- No Insulation
- Equipment-lifts, high reaches etc
- All items unless specifically stated herein
- Material, owner to provide all material as specified in above mentioned plans

All material is guaranteed by manufacturer warranty, workmanship is guaranteed by TSC. All work to be completed in a workmanlike manner according to Florida Building Code. Any alterations or deviations from above specifications involving a written cost will be executed only upon written order (change order) and will become extra charge over and above estimate. Owner to carry fire, tornado, and other necessary insurance. Please note: written proposal is from visual inspection of unit, TSC will not bear the cost of any unforeseen conditions.

Acceptance of proposal, the above prices, specifications and conditions are satisfactory and are hereby accepted, you are authorized to perform work as specified.

Owner Rep _____ Date _____

3

Total Solution Contractors
68 West 11th St suite 1A, Riviera Beach, FL 33404
p: 561 247 1106 f: 954 505 4061





Ryan Dobson
President/General Contractor
Total Solution Contractors, Inc.
License # CGC1516423
Office: 561-247-1106



AGREEMENT

THIS IS AN AGREEMENT, dated the __ day of _____, 2021, between:

CITY OF SOUTH BAY, a Florida municipal corporation,
hereinafter "CITY,"

and

TOTAL SOLUTION CONTRACTORS, INC.
a company, authorized to do business in the State of Florida,
hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 CITY is in immediate need of an independent contractor to renovate and repair playground equipment at Cox Park.
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the statement of work attached hereto as Exhibit "A" and set forth herein.

ARTICLE 2
STATEMENT OF WORK

- 2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in its Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".
- 2.2 CONTRACTOR shall abide by all specifications outlined in its Proposal.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work upon the execution of this Agreement, which shall constitute the effective date.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Proposal. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be in accordance with the schedule set forth in Exhibit "A" hereto and the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Agreement.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice

will be sent to the City's Finance Department for payment.

- C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.
- D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 Payment by the City of CONTRACTOR's final invoice and CONTRACTOR'S acceptance of the final payment shall consist CONTRACTOR's waiver of all claims against the City related to or arising out of this Agreement.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site and the City's equipment from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the City fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees,

elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the City liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 PERFORMANCE BOND

9.1 The performance bond required for this contract shall be 0 Dollars.

ARTICLE 10 CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Statement of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon the effective date stated, and shall remain in effect for until the time set forth herein.

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

11.3 The parties contemplate that the Agreement will be for a period of six (6) month term, with one (1) six (6) month renewable term as may be agreed to by the parties.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement and all Exhibits attached hereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned,

transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of City.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or

other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Leondrae D. Camel, City Manager
335 SW 2nd Avenue
South Bay, FL 33493

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, Florida 33311

CONTRACTOR: Ryan Dobson, President/General Contractor
Total Solution Contractors, Inc.
5010 Nautica Lake Circle
Greenacres, FL. 33467

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent

permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with documents, attached as Exhibit "A" hereto, and as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

CITY OF SOUTH BAY

ATTEST:

BY:

Natalie Malone, City Clerk

Leondrae Camel, City Manager

CONTRACTOR

WITNESSES:

BY: _____

Ryan Dobson, President
Total Solution Contractors, Inc.

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____ a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
**(STATEMENT OF
WORK)**

CONFIDENTIAL DRAFT

ECONOMIC DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF SOUTH BAY

AND

SKYLINE AMUSEMENT PARK SOUTH BAY, LLC

ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** (this "Agreement") is made this 6th day of October 2020 (the "Effective Date"), between the **CITY OF SOUTH BAY**, a municipal corporation and a political subdivision of the State of Florida (the "City") and **SKYLINE AMUSEMENT PARK SOUTH BAY, LLC**, a registered Florida company (the "Company").

ARTICLE 1 PRELIMINARY STATEMENTS

1. THE PROJECT

The Company proposes its operations at 800 Highway 27 N, South Bay, Florida 33430 as more particularly described on **Exhibit A** attached hereto (the "Project Parcel"). Company shall create a new business for AMUSEMENT PARK, RESORT HOTEL AND SPA operations which shall be known as the Project ("Project"). The Company shall make a minimum capital investment of **\$60,000,000.00** and the parties agree that the City and Company will JOINT VENTURE in a PUBLIC PRIVATE PARTNERSHIP (JVPPP) on the Project Parcel. The JVPPP will be detailed in a separate agreement to be entered into by the parties. The Project improvements to the Project Parcel are shown by a Concept Design prepared by Company and is described more specifically in **Exhibit A**, attached hereto, and known as (the "Improvements"). The JVPPP will result in creation of employment opportunities, promotion and growth of West Tech Educational Center and ultimately a renaissance of the region.

The parties agree that the improvements will have a positive economic impact in the City of South Bay. Not only will training and employment of South Bay residents take place, but this project will revitalize the economy by increasing the tax base and ushering in regular county-wide visitors.

1.3. TERM OF AGREEMENT AND AUTHORITY

The term of this Agreement shall be ninety-nine (99) years from the date of execution. City Commission has authorized execution of this Agreement pursuant to City Resolution # (the "Resolution").

1.2. CITY DETERMINATION.

CONFIDENTIAL DRAFT

The City has determined that the Project is consistent with the goals of the City in that the Project will, among other things:

- (a) increase capital investment in the "Target Area";
- (b) ultimately support sustainable job growth by retaining 300 Permanent Jobs (defined below);
- (c) create at least 30 New Professional Jobs (defined below) with an average annual salary of \$45,000;
- (d) generate significant new ad valorem taxes, including significant new tax revenues for the public-school system;
- (e) help meet the overall community goal of business development and growth in South Bay;
- (f) create induced and indirect job effects which will have a positive impact on local small businesses; and
- (g) promote and encourage private Capital Investment in excess of **\$60,000,000.00**

1.3 SOUTH BAY JOB TRAINING PROGRAMS

The City has determined that it is important to the economic health of the community that whenever a company receives a contractual opportunity and/or incentives from the City, that Company provides jobs and contracting opportunities to the maximum extent possible to small and emerging businesses and specifically South Bay residents. The City desires that this be done in the form of hiring City of South Bay residents and supporting hiring through job training programs for residents and to small and emerging businesses within the City of South Bay.

1.4 COORDINATION BY CITY

The City hereby designates the City Manager of the City of South Bay or his or her designee to be the Project Coordinator who will, on behalf of the City, coordinate with the JVPPP and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. The Project Coordinator shall consult with West Tech Educational Center with regard to job training. It shall be the responsibility of the JVPPP to coordinate all project related activities and all

CONFIDENTIAL DRAFT

matters under this Agreement with the designated Project Coordinator, unless otherwise stated herein. Notwithstanding the foregoing or any other statements herein to the contrary, the City Manager is an officer of the City and has no separate liability under this Agreement.

1.5 MAXIMUM INDEBTEDNESS

The maximum indebtedness of the City for all fees, reimbursable items or other cost pursuant to this Agreement shall not exceed the sum of Five Thousand Dollars (\$5,000.00), in a manner as determined by the City of South Bay.

1.6 AVAILABILITY OF FUNDS

The City's financial obligations under this Agreement are contingent upon availability of lawfully appropriated funds for the Project and this Agreement.

ARTICLE 2

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings:

2.1 BASE YEAR.

The base year for purposes of this Agreement shall be the 2020 tax year.

2.2 CAPITAL INVESTMENT

Money invested by the Company with an expectation of income, and recovered through earnings generated by the business over several years; to be used for capital expenditure rather than for day-to-day operations.

2.3 CITY COMMISSION

The body politic, charged with the duty of governing the City.

2.4 COMPANY

Skyline Amusement Park South Bay, LLC, a registered Florida Company

2.5 FULL TIME EQUIVALENT JOBS

A job, or combination of jobs, in which the employee, or combination of employees, or combination of employees works for the Project at least 35 hour as week.

2.6 IMPROVEMENTS

CONFIDENTIAL DRAFT

All of the improvements that are incorporated into the Project on the Project Parcel, as defined in

Section 1.1 hereof.

2.7 STATISTICAL AREA

Cities of South Bay, Belle Glade and Pahokee for which economic information and job data is obtained.

2.8 PROFESSIONAL JOBS

Professional Jobs are those that require advanced learning with an average annual starting salary of \$45,000.

2.9 PERMANENT JOBS

For the purposes of this document, the term permanent means full-time equivalent jobs created by the Company at the Project Parcel maintained for a minimum of no less than two (2) years.

2.10 TRAINING AND DEVELOPMENT

The JVPPP will enlist the assistance of West Tech Educational Center to provide job training and development. First recruitment opportunities will be offered to qualified students from Palm Beach State College who reside in South Bay.

2.11 ADDITIONAL EMPLOYMENT

Small businesses and local contractors in association with the JVPPP will create additional jobs in the community.

2.12 STATE

The State of Florida.

The capitalized terms not defined in this Article shall have the meanings assigned to them elsewhere in the Agreement or as determined by City.

ARTICLE 3

APPROVALS: PERFORMANCE SCHEDULES

3.1 Performance Schedule

The Company shall comply with the following for the performance of job creation obligations under this Agreement (herein called the "Performance Schedule");

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PERFORMANCE SCHEDULE

Year 1

20-30 jobs to be created in the engineering and finalized planning of the Project.

Year 2

30 - 40 jobs created in the building, testing and inspections of the Project.

Year 3

60 - 80 jobs created in the operation and maintenance of the first phase of the Project.

Year 4

100 - 200 jobs created in the operation, maintenance and from tributary companies connected with the Project and JVPPP operations in the target area.

Year 5

No less than 300 jobs created in the operation, maintenance and from tributary companies connected with the Project and JVPPP operations in the target area.

The City and the Company have approved this Performance Schedule and Company agrees to undertake and complete the capital investment and development of the Project in accordance with this Agreement and the Performance Schedule. Company agrees to take all necessary steps to comply with State of Florida approvals, city, state and Federal laws following execution of this Agreement without delay.

3.2 APPROVAL OF AGREEMENT

By the execution hereof, the parties certify as follows:

(a) Company certifies that

- (i) the execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents creating the particular JVPPP entity;
- (ii) the Agreement does not violate any terms and conditions of such governing documents and the Agreement is binding upon the company and enforceable against it in accordance with its terms;
- (iii) the persons executing this Agreement on behalf of the Company are duly authorized and fully empowered to execute same for and on behalf of the company;
- (iv) the persons executing this Agreement on behalf of the City are duly authorized and fully empowered to execute same for and on behalf of the City;

CONFIDENTIAL DRAFT

- (v) the Company and each entity comprising the Company related to this Project is

duly authorized to transact business in the State of Florida and has received all necessary permits and authorizations as required by governmental agencies as a condition of doing business in the State of Florida; and

- (vi) The Company, its business operations, and each person or entity composing that company related to the Project are in compliance with all Federal, local and state laws.
- (vii) The Company has the financial capacity and has secured all finances necessary to make the Improvements outline in 1.1 herein.
- (viii) If State permits, certifications or other requirements of the State are necessary in order to comply with this Agreement, compliance will take place no later than March 31, 2021. Under circumstances where a delay is not within the control of Company, City may, in its sole discretion, permit a longer period of time for compliance.

ARTICLE 4

JOB RETENTION/CREATION

4.1 JOB CREATION OR RETENTION ACTIVITIES

The Project shall result in the retention of at least 300 Permanent Jobs by year 5 and the creation of Professional jobs each year thereafter for up to ten (10) years with an average annual starting salary of \$45,000.00 at the Project and in accordance with the Performance Schedule for years 1-5 unless a modification is agreed to by City. Retention of the existing Permanent Jobs and creation of the new jobs will be monitored by the JVPPP.

Notwithstanding any provision in this Agreement to the contrary, the re-hiring of any persons by the Company who was previously employed by the JVPPP during any part of the twelve (12) month period immediately preceding the execution of this Agreement, shall not fulfill the conditions of or qualify as a Full-Time equivalent Job, New Job, or Permanent Job and shall therefore not be counted for purposes of this Agreement unless the person is a legal resident of the City of South Bay. For purposes of this section, the term "Company" shall include any parent, holding or subsidiary company of the Company, or any other business related by virtue of a merger, purchase, or acquisition by the Company.

The JVPPP shall maintain this Agreement and create an annual report (on forms to be provided by City) prior to March 1 each year; indicating the number of jobs created ending the period December 31st with the specific names of City of South Bay residents. The jobs requirement will be assessed a minimum of two times each year by the CITY to maintain fulfillment of the objectives set forth in this agreement.

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The JVPPP shall undertake and persistently market, promote and advertise employment opportunities locally in order to give qualified South Bay Residents a reasonable opportunity to compete for the jobs.

The JVPPP shall work with West Tech Education Center to identify and train potential candidates for upcoming opportunities.

The JVPPP shall work with Palm Beach State College to identify and recruit qualified local residents to fill professional positions.

ARTICLE 5.

THE DEVELOPMENT

5.1 SCOPE OF DEVELOPMENT

- (a) Building and permitting codes improvements.
- (d) Provide high-quality public streetscapes in connection with Project;
- (e) Adequate long-term water supplies must be available to serve the new development without infringing upon service to established and approved uses and developments. Adequacy must be fully documented to the satisfaction of the responsible City departments.
- (f) The City's adopted service standards for pedestrian, bicycle, public transit usage, and motorized vehicle mobility must be achieved within the Project. Any circulation improvements or programs needed to maintain the established level of service standard must be programmed and funding committed for construction or implementation at the appropriate time.
- (g) Development must plan for access to public transportation.
- (h) Ensure new development incorporates extra precautions into the site and building design to account for floodplain location.
- (i) Storm drain, sewerage, and similar infrastructure improvements necessary to serve the development must be fully funded at the appropriate time, and any such improvements shall not place burdens upon nor otherwise impact existing facilities.
- (j) Sufficient measures must be incorporated into project design and fully funded at the appropriate time to provide adaptation to and/or guard against potential damage from anticipated rises in sea levels.

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- (k) Minimize direct or indirect impact to sensitive biological resources while optimizing the

potential for mitigation.

(l) Uses proposed must clearly be compatible with surrounding established and planned uses.

(m) Development must support the City's vision for the district or area in which it is proposed to be located.

(n) The development must provide a measurable and/or clearly identifiable community benefit in the form of affordable housing, jobs generation, available parkland or open space environmental hazard protection, and/or other criteria established by the City.

(o) New development shall pay its fair share of the cost of public facilities, services, and infrastructure, including but not limited to transportation, incremental water supply, sewer and wastewater treatment, solid waste, flood control and drainage, schools, fire and police protection, and parks and recreation. Allow for

COST OF DEVELOPMENT

Except as otherwise set forth in this Agreement, Company shall pay the cost of undertaking and developing Improvements at no cost to City. This shall include all infrastructure required to complete the project development.

5.2 APPROVAL BY OTHER GOVERNMENTAL AGENCIES.

All of the parties' respective rights and obligations under this Agreement are subject to and conditioned upon approval of the Project and all Project Documents by such other governmental agencies, whether state, local or federal, as have jurisdiction and may be required or entitled to approve them. Notwithstanding any provision of this Agreement to the contrary, the City does not guarantee approval of this Agreement or any aspect of the Project by any government authorities and agencies that are independent of the City. The City agrees to work with Company to expedite review of all development permit applications that require approval by City.

5.3 SCHEDULED COMPLETION

The project shall be completed in as agreed. The JVPPP will undertake, prepare, and administer budgets, cost estimates, financial projections, statements and other information.

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5.4 COMMUNITY ENGAGEMENT

The JVPPP will actively engage the community, as appropriate, to promote the Project, to increase participation in City-wide endeavors, and amplify hometown esteem.

ARTICLE 6

REPORTING

6.1 REPORTING

On an annual basis, and prior to January 30, 2020, of each year this Agreement is in effect, the JVPPP shall submit reports to the CITY regarding the increase in employment, tax revenues, and number of small businesses operating in South Bay and in connection with the Project.

The JVPPP will continue to report for the remainder of the Project.

ARTICLE 7

NOTICES

7.1 NOTICES

All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail if sent by registered or certified mail, or the date actually received if sent by personal delivery or air courier service, except that notice of a change in address shall be effective only upon receipt.

- (a) The City:
- (b) City of South Bay City Manager

With a copy to: City of South
Bay City Attorney

- (c) The Company: With a copy to: Evangeline Gouletas

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ARTICLE 8

TIME

8.1 Time.

Time is of the essence in the performance by any party of its obligations hereunder.

ARTICLE 9

AGREEMENT

9.1 Agreement.

This Agreement does not constitute the entire understanding and agreement between the parties with respect to all or any of the matters contained herein.

ARTICLE 10

AMENDMENT

10.1 Amendment.

A JVPPP agreement between The City of South Bay and Skyline Amusement Park South Bay, LLC will contain the specific details of the project; including reporting, responsibilities, and working relationships of each of the parties. It will amend this agreement in order establish and maintain long term economic impact for the growth of the City of South Bay.

This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties. Notwithstanding the foregoing, the City Manager of the CITY is authorized on behalf of the City to approve, in his or her sole discretion, any "technical" changes to this Agreement. Such "technical" changes include without limitation non-material modifications to legal descriptions and surveys, ingress and egress, easements and rights of way, performance schedules (provided that no performances schedule may be extended for more than six months without commission approval), and design standards, as long as such modifications do not involve any increased financial obligation or liability to the City.

Except as otherwise provided herein, all waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by any party in insisting upon strict performance of the provisions hereof or asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one

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or more of such rights or remedies shall not preclude the exercise by it, at the same or different

times, of any other rights or remedies for the same default or any other default by any other party.

ARTICLE 11

INDEMNIFICATION

11.1 Indemnification.

The JVPPP shall indemnify, hold harmless and defend the City from and against any loss, claim, action, damage, injury, liability, cost, and expense of whatsoever kind or nature (including without limitation attorneys' fees and costs) related to any demands, suits and actions of any kind brought against the City or other damages or losses incurred or sustained, or claimed to have been incurred or sustained, by any Person or Persons arising out of or in connection with any act or omission of JVPPP, its contractors, subcontractors, agents, officers, employees, representatives, successors or assigns related to the Project or otherwise related to this Agreement, except to the extent due to the acts or omissions of the City. This indemnification shall survive the termination of this Agreement. The term "City" as used in this Section shall include all officers, board members, City Commission members, employees, representatives, agents, successors and assigns of the City, as applicable.

ARTICLE 12

INSURANCE

12.1 Insurance.

The JVPPP agrees to furnish the CITY certificates of insurance with respect to any insurance policies that the JVPPP carries covering the Project and such policies shall name the City as additional insureds thereunder as their interest may appear.

Anything to the contrary notwithstanding, the liability of the JVPPP under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the JVPPP shall relieve the JVPPP or its subcontractors from responsibility to provide insurance as required by this Agreement.

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ARTICLE 13

SEVERABILITY

13.1 Severability.

The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 14

COMPLIANCE WITH STATE AND OTHER LAWS

14.1 COMPLIANCE WITH STATE AND OTHER LAWS

In the performance of this Agreement, the JVPPP must comply with any and all applicable federal, state and local laws, rules and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes (the "Public Records Act") and Section 286.011, Florida Statutes, (the "Florida Sunshine Law"). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

ARTICLE 15

NON-DISCRIMINATION PROVISIONS

15.1 NON-DISCRIMINATION PROVISIONS

In conformity with the requirements of this Agreement, the JVPPP represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. The Company agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the Executive Director of the Human Rights Commission, or successor agency or commission for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement, provided however, that the JVPPP shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. The JVPPP agrees that, if any of its obligations to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Agreement shall be incorporated into and become a part of the contract.

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ARTICLE 16

ETHICS

16.1 ETHICS

The JVPPP represents that it has reviewed the provisions of the Palm Beach County Code of Ethics, as codified and the provisions of the South Bay Code of Ordinances for any and all provisions that may be relevant to this Agreement.

ARTICLE 17

CONFLICT OF INTEREST

17.1 CONFLICT OF INTEREST

The parties will follow the provisions of Chapter 112, Florida Statutes with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

ARTICLE 18

PUBLIC ENTITY CRIMES NOTICE

18.1 PUBLIC ENTITY CRIMES NOTICE

In conformity with the requirements of Section 287.133, Florida Statutes, the Parties agree as follows:

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity, in excess of \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

ARTICLE 19 SURVIVAL

19.1 SURVIVAL

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and remain in effect. Without limiting the foregoing, all obligations for the payment of fees or other sums accruing up to the expiration or termination of this Agreement and all provisions relating to the City's right to conduct an audit shall survive the expiration or termination of this Agreement.

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ARTICLE 20

INCORPORATION BY REFERENCE

20.1 INCORPORATION BY REFERENCE

All exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

ARTICLE 21

ORDER OF PRECEDENCE

21.1 ORDER OF PRECEDENCE

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) any fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement.

ARTICLE 22

COUNTERPARTS

22.1 COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

ARTICLE 23

RETENTION OF RECORDS/AUDIT

23.1 RETENTION OF RECORDS/AUDIT

The JVPPP agrees to establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the City under this Agreement.

The JVPPP shall retain all client records, financial records, supporting documents, statistical area records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the date, including auditable records pertaining to jobs filled by third-party employers. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the City.

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Upon demand, at no additional cost to the City, to facilitate the duplication and transfer of any records or documents during the required retention period.

To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by personnel duly authorized by the City.

At all reasonable times for as long as record are maintained, to allow persons duly authorized by the City full access to and the right to examine any of the Company's contracts, financial records and related records and documents, regardless of the form in which kept. To ensure that all related party transactions are disclosed to the City.

To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

To permit persons duly authorized by the City to inspect and copy any records, papers, documents, facilities, goods and services of the Company which are relevant to this Agreement, and to interview any employees and subcontractor employees of the Company to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the City will deliver to the JVPPP a written report of its findings and request for development by the Company of a corrective action plan where appropriate. The Company hereby agrees to timely correct all deficiencies identified in corrective active plan.

ARTICLE 24

MERGER

24.1 MERGER

The terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Project Parcel.

ARTICLE 25

EXEMPTION OF CITY

25.1 EXEMPTION OF CITY

Neither this Agreement nor the obligations imposed upon the City hereunder shall be or constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provisions requiring the City to levy ad valorem taxes nor alien upon any properties of the City. Payment or disbursement by the City of any loan or grant amount hereunder is subject to the availability of lawfully appropriated funds. If funds are not available pursuant to a lawful appropriation thereof by the City Commission, this Agreement shall be void and the City shall have no further obligations hereunder.

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ARTICLE 26

PARTIES TO AGREEMENT; SUCCESSORS AND ASSIGNS

26.1 PARTIES TO AGREEMENT; SUCCESSORS AND ASSIGNS

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

Attested

City of South Bay

BY: _____
Natalie Malone, City Clerk

BY: _____
Joe Kyles, Mayor

BY: _____
Leondrae Camel, City Manager

APPROVED AS TO FORM

Burnadette Norris-Week, Esquire
City Attorney

Skyline Amusement Park South Bay, LLC

WITNESSES:

BY: _____
Evangeline Gouletas,
Chief Executive Officer

ATTEST:

CONFIDENTIAL DRAFT

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

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EXHIBIT A
Project Prospectus



City of South Bay

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

www.southbaycity.com

Commission

- Joe Kyles Sr.
Mayor
- Betty Barnard
Vice Mayor
- Esther E. Berry
- John Wilson
- Taranza McKelvin
- Leondrae Camel
City Manager
- City Clerk
Natalie Malone
- Bernadette Norris-Weeks
City Attorney

"An equal Opportunity
 Affirmative Action Employer"

To: Honorable Mayor and Commissioners
 From: Massih Saadatmand, Finance Director
 Thru: Mr. Leondrae Camel, City Manager
 Date: February 11, 201
 Ref: Weekly check register

Enclosed, please find the summary of check register as of February 11, 2021:

General Fund

• Utility:			
	Comcast	\$	325.81
	FPL		5,753.71
	PBC Water		1,726.23
	T Mobil		716.89
• United Health Care			12,085.53
• Norris-Weeks, PA			7,008.92
• CAP Government			3,005.00
• Coastal Network			1,500.00
• Marathon			1,062.14
• American Public Life			1,362.80
• Ford Credit			868.46
• Purchased of supplies, materials and parts			1,526.49 <i>A</i>
• Payment for various services			3,184.36 <i>B</i>
• Payroll deductions			5,434.98 <i>C</i>
• Other			463.27 <i>D</i>
	Total	\$	<u>46,024.59</u>

Sanitation Fund

Waste Management \$ 24,447.19

Capital Project

R&D Paving \$ 25,103.56

AP Check Register Report

City Of South Bay (CSBFND)

2/2/2021 2:03:09 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13127	AFLAC	AFLAC	2/2/2021	1,518.49	C
13128	BELLE GLADE CHAMBER	BELLE GLADE CHAMBER OF COMMERCE	2/2/2021	150.00	D
13129	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	2/2/2021	7,008.92	
13130	CAP GOVERNMENT	CAP GOVERNMENT	2/2/2021	1,885.00	
13131	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	2/2/2021	1,500.00	
13132	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	2/2/2021	1,620.70	C
13133	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	2/2/2021	50.00	B
13134	FPL	FPL	2/2/2021	5,753.71	
13135	GLADES GAS & ELECTRI	GLADES GAS & ELECTRIC CORP.	2/2/2021	199.00	A
13136	IAMAW	IAMAW	2/2/2021	299.60	C
13137	LIBERTY NATIONAL	LIBERTY NATIONAL	2/2/2021	497.43	L
13138	MUTUAL OF OMAHA	MUTUAL OF OMAHA	2/2/2021	313.27	D
13139	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	2/2/2021	1,726.23	
13140	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	2/2/2021	610.11	C
13141	ST. JUDE PLACE	ST. JUDE PLACE	2/2/2021	40.00	L
13142	TIRE SERVICE PLUS CO	TIRE SERVICE PLUS CO	2/2/2021	515.08	A
13143	UNITED HEALTH CARE	UHS PREMIUM BILLING	2/2/2021	12,085.53	
13144	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	2/2/2021	239.84	C
Non-Electronic Transactions:				36,012.91	
Total Transactions:				36,012.91	

AP Check Register Report

City Of South Bay (CSBFND)

2/8/2021 10:39:53 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13145	ALLY	ALLY	2/8/2021	725.70	B
13146	CAP GOVERNMENT	CAP GOVERNMENT	2/8/2021	1,120.00	
13147	COMCAST	COMCAST	2/8/2021	325.81	
13148	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	2/8/2021	289.40	A
13149	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	2/8/2021	1,666.66	B
13150	LAKE HARDWARE	LAKE HARDWARE	2/8/2021	61.59	A
13151	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	2/8/2021	108.81	C
13152	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	2/8/2021	28.24	A
13153	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	2/8/2021	125.75	J
13154	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	2/8/2021	265.00	B
				Non-Electronic Transactions:	4,716.96
				Total Transactions:	4,716.96

AP Check Register Report

City Of South Bay (CSBFND)

2/10/2021 2:16:51 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13155	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	2/10/2021	1,362.80	
13156	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	2/10/2021	326.32	A
13157	FORD CREDIT DEPT 67-4	FORD MOTOR CREDIT COMPANY LLC	2/10/2021	868.46	
13158	LYONS PRINTING	LYONS PRINTING	2/10/2021	48.00	B
13159	MARATHON/MEX BANK	WEX BANK	2/10/2021	1,062.14	
13160	ROSENWALD ELEMENTA	ROSENWALD ELEMENTARY	2/10/2021	500.00	C
13161	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	2/10/2021	230.00	J
13162	T-MOBILE	T-MOBILE	2/10/2021	716.89	
13163	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	2/10/2021	180.11	A

Non-Electronic Transactions:	5,294.72
Total Transactions:	5,294.72

AP Check Register Report

City Of South Bay (CSBFND)

2/2/2021 3:21:52 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
236	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	2/2/2021	19,876.27
Non-Electronic Transactions:				19,876.27
Total Transactions:				19,876.27

AP Check Register Report

City Of South Bay (CSBFND)

2/10/2021 3:00:59 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
237	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	2/10/2021	4,570.92
Non-Electronic Transactions:				4,570.92
Total Transactions:				4,570.92

AP Immediate Check Register Report
City Of South Bay (CSBFND)

2/4/2021 3:10:09 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
212	R&D PAVING LLC	R&D PAVING LLC	2/4/2021	25,103.56
Totals:			Total Transactions:	25,103.56