

RESOLUTION NO. 46-2022

**A RESOLUTION OF THE CITY OF COMMISSION OF THE CITY OF
SOUTH BAY, FLORIDA, APPOINTING VICENTA DELBOSQUEZ AS
CITY CLERK, SETTING RATE OF COMPENSATION AND DATE OF
HIRE; PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of South Bay ("City") is a municipal corporation duly organized and existing under the laws of the State of Florida and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, Section 2-1 of the City Charter requires the City Commission to appoint a City Clerk; and

WHEREAS, pursuant to City Charter Sections 2.3(e), the City Clerk duties shall include maintaining City records, and shall perform such other duties as may be required by the City Commission; and

WHEREAS, the appointee shall perform the duties of the Clerk directly or supervise others under his/her supervision if approved by the City Manager, and notwithstanding any delegation of duties, the appointee shall remain responsible for the duties assigned to him/her by the City Charter, City Manager and the City Commission; and

WHEREAS, pursuant to City Charter Section 2-1 and 4.13, the City Commission desires to appoint Vicenta Del Bosquez as the City Clerk; and

WHEREAS, the City Commission approves an annual salary for the City Clerk of _____ Dollars and no cents (\$XX,000.00),

WHEREAS, the City Commission finds that the foregoing appointment is necessary and beneficial to its citizens and to the efficient operation of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF SOUTH BAY, 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 approves the appointment of Vicenta Del Bosquez as the City Clerk. The City Manager is authorized to take all necessary and expedient action to carry out the aims of this resolution.

Section 3. **Effective Date.** This Resolution shall take effect immediately upon passage

and adoption by the City Commission.

PASSED and **ADOPTED** this 1st day of November, 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, Interim 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)

RESOLUTION NO. 47-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR CITY COMMISSION MEETING DATES AND OBSERVED HOLIDAYS FOR CALENDAR YEAR 2023; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 286.011, Florida Statutes, also known as the "Florida Public Meeting Law" requires, in part, that municipal boards and commissions provide reasonable notice of all meetings; and

WHEREAS, it is appropriate for municipalities to cancel regular meetings falling on or in close proximity to national holidays and election dates; and

WHEREAS, the City Manager requests approval of a Regular City Commission Meeting schedule for calendar year 2023, attached as Exhibit "A", as well as the cancellation of regular meetings to be held on the following dates: January 17, 2023; March 7, 2023; June 20, 2023, July 04, 2023, October 3, 2023, November 7, 2023 and December 19, 2023; and

WHEREAS, the City Manager requests approval of holidays to be observed by the City of South Bay for calendar year 2023 ("Observed Holidays"), as set forth in Exhibit "B" attached hereto;

WHEREAS, the City Commission for the City of South Bay finds that adoption of a 2023 Regular City Commission Meeting schedule 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. Adoption of City Commission Meeting Schedule for Calendar Year 2023. The City Commission of the City of South Bay hereby approves and adopts the schedule of Regular City Commission Meetings, as set forth in Exhibit "A" attached

hereto, along with cancellation dates for regular meetings January 17, 2023; March 7, 2023; June 20, 2023, July 04, 2023, October 3, 2023, November 7, 2023 and December 19, 2023.

Section 3. Adoption of Observed Holidays for calendar year 2023. The City Commission of the City of South Bay hereby approves and adopts the holidays to be observed by the City of South Bay for calendar 2023, as set forth in Exhibit "B" attached hereto.

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

PASSED and ADOPTED this 1st day of November 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

VOTE:

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

EXHIBIT "A"



SOUTH BAY

2023 Holiday Calendar

JANUARY 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

EVENTS	
January 03 - COMMISSION MEETING	
January 16 - MARTIN LUTHER KING, JR. DAY	
January 17 - Commission Meeting CANCELLED	
February 07 - COMMISSION MEETING	
February 20 - PRESIDENT'S DAY	
February 21 - COMMISSION MEETING	
March 07 - Commission Meeting CANCELLED	
March 15 - COMMISSION MEETING	
April 04 - COMMISSION MEETING	
April 14 - COMMISSION MEETING	
May 02 - COMMISSION MEETING	
May 16 - COMMISSION MEETING	
May 29 - MEMORIAL DAY	
June 06 - COMMISSION MEETING	
June 19 - JUNETEENTH DAY	
June 20 - Commission Meeting CANCELLED	
July 04 - INDEPENDENCE DAY / CANCELLED	
July 18 - COMMISSION MEETING	
August 01 - COMMISSION MEETING	
August 15 - COMMISSION MEETING	
September 04 - LABOR DAY	
September 05 - COMMISSION MEETING	
September 19 - COMMISSION MEETING	
October 03 - Commission Meeting CANCELLED	
October 09 - COLUMBUS DAY	
October 17 - COMMISSION MEETING	
November 07 - Commission Meeting CANCELLED	
November 10 - VETERANS DAY	
November 21 - COMMISSION MEETING	
November 23 - THANKSGIVING DAY	
November 25 - FLOATING HOLIDAY	
December 05 - COMMISSION MEETING	
December 19 - Commission Meeting CANCELLED	
December 25 - CHRISTMAS DAY	
December 26 - CHRISTMAS FLOATING DAY	

EXHIBIT "B"

TO: Honorable Mayor and Commissioners
THRU: Leondrae D. Camel, City Manager
DATE: November 1, 2022
SUBJECT: APPROVAL OF YEAR 2023 HOLIDAY SCHEDULE

The following 2023 Holiday Schedule for all City of South Bay employees has been prepared for your review and approval.

Holiday Schedule – 2023

New Year's Day	Monday, January 2
Martin Luther King, Jr. Day	Monday, January 16
President's Day	Monday, February 20
Memorial Day	Monday, May 29
Juneteenth	Monday, June 19
Independence Day	Tuesday, July 4
Labor Day	Monday, September 4
Columbus Day	Monday, October 9
Veterans Day	Friday, November 10
Thanksgiving Day	Thursday, November 23
Floating Holiday	Friday, November 24
Christmas Day	Monday, December 25
Floating Holiday	Tuesday, December 26

RESOLUTION NO. 48-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RELATING TO FINANCES, PROVIDING FOR AMENDMENTS TO THE FISCAL YEAR BUDGET BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; APPROVING ASSOCIATED BUDGET AMENDMENTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, as required by Section 200.065, Florida Statutes, the City Commission of the City of South Bay held a public hearing on September 21, 2021 to adopt the annual budget for fiscal year 2021-2022; and

WHEREAS, on September 21, 2021, the City Commission adopted Resolution 40-2021 setting forth the appropriations for General Fund Budget estimated for the Fiscal Year 2021-2022 in the amount of Two Million Two Hundred Eighty Thousand Eight Hundred Forty-One Dollars (\$2,280,841.00); and

WHEREAS, it is necessary to amend the fiscal year 2021-2022 General Fund Budget to recognize an increase in General Fund Budget by Nine Hundred Fifty-Four Thousand One Hundred Eighty-Eight Dollars (\$954,188.00), which would represent additional revenues as outlined on Budget Amend No. #1, Page 2; and

WHEREAS, in amending the budget, it is further necessary to recognize additional expenses as follows: an increase of \$28,813.00 in (101) Legislative Department; an increase of \$25,439.00 in (111) City Manager Department; an increase of \$1,245.00 in (161) Human Resources Department; an increase of \$61,740.00 in (191) Non-Departmental Department, an increase of \$757,675.00 in Community Development Department, an increase of \$25,805.00 (711) Parks and Recreational Department; an increase of \$5,300.00 in (811) Public Works Department; an increase of \$48,171.00 in Fund Balance;

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of South Bay, Florida that:

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. Amendment of Budget. The City of South Bay, Florida hereby amends fiscal year Budget beginning October 1, 2021 and ending September 30, 2022 as set forth herein to recognize a supplemental appropriation to the General Fund budget in the amount of Nine Hundred and Fifty-Four Thousand One Hundred Eight-Eight Dollars (\$954,188.00), to the General Fund Budget bringing the total amount to Three Million Two

Hundred Thirty-Five Thousand Twenty-Nine Dollars (\$3,235,029.00). The appropriations are described in amendments to the budget worksheet attached hereto as Exhibit "A".

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

PASSED and ADOPTED this 1st day of November 2022.

Joe Kyles, Mayor

Moved by: _____

Seconded by: _____

Attested

By: _____
Vicky Del Bosquez, Interim City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, P.A.
City Attorney

VOTE:

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

EXHIBIT 1

City of South Bay

Budget Adj. # 1

P.1

Budget Adjustment

Type of Budget Adjustment

Intra-Department Transfer	
Inter-Department Transfer	
Supplemental Appropriation	X

Account Description	Fund	Dept.	Account	Adopted Budget	Total Current Expenditures to Date	Available Budget	Increase	Adjusted Budget
Salary	001	101	512100	43,500	54,500	(11,000)	11,000	54,500
FICA	001	101	521100	3,330	4,084	(754)	800	4,130
FRS Contribution	001	101	522101	10,250	11,622	(1,372)	1,395	11,645
Travel	001	101	540100	10,000	18,317	(8,317)	8,320	18,320
Auto Insurance	001	101	545100	-	1,148	(1,148)	1,148	1,148
Membership Due	001	101	554200	2,330	4,733	(2,403)	2,450	4,780
Employee Development	001	101	554300	3,000	6,625	(3,625)	3,700	6,700
Salary	001	111	512100	164,916	182,487	(17,571)	17,574	182,490
FICA	001	111	521100	12,616	13,478	(862)	862	13,478
Oil & Gas	001	111	552200	3,000	3,850	(850)	851	3,851
Travel	001	111	540100	6,000	10,952	(4,952)	4,952	10,952
Promotional Activities	001	111	556100	500	1,700	(1,200)	1,200	1,700
Travel	001	161	540100	1,500	2,745	(1,245)	1,245	2,745
Workmen Compensation	001	191	524100	1,000	5,090	(4,090)	4,090	5,090
Unemployment Compensation Insure	001	191	525100	1,150	8,796	(7,646)	7,650	8,800
Professional Services	001	191	531300	69,795	94,082	(24,287)	24,300	94,095
Rep. & Maintenance Building	001	191	546200	10,550	13,136	(2,586)	2,590	13,140
Operating Supplies	001	191	552100	10,000	12,139	(2,139)	2,140	12,140
Special Projects	001	191	556210	8,500	26,444	(17,944)	17,945	26,445
Contingency	001	191	599000	15,000	18,025	(3,025)	3,025	18,025
Total Increase				376,937	493,953	(117,016)	117,237	494,174
Total Increase	Fund	Dept.	Account	Adopted Budget	Total Current Revenue to Date	Available Budget	Increase	Adjusted Budget
				-	-	-	-	-

To amend the budget in Legislative Departments in amount of \$28,813 for various expenses, City Manager Department in amount of \$25,439, Human Resources Department in amount of \$1,245 for travel expenses, and \$61,740 in Non-Departmental for various expenses.

Approval Request
Department Head
Approved as to Availability of Funds
Finance Director
Approved
City Manager

Date
Date
Date
Date
Date
Date
Date
Date

Approved by City Commission Meeting of

City of South Bay

Budget Adj. # 1

P.2

Budget Adjustment

Type of Budget Adjustment

Department:

Intra-Department Transfer

Inter-Department Transfer

Supplemental Appropriation X

Account Description	Fund	Dept.	Account	Adopted Budget	Total Current Expenditures to Date	Available Budget	Increase	Adjusted Budget
Balance from Page 1				376,937	493,953	(117,016)	117,237	494,174
Professional Services	001	311	531300	5,000	17,675	(12,675)	12,675	17,675
ARPA Act	001	311	565231	-	686,952	(686,952)	745,000	745,000
Telephone	001	711	541100	4,250	6,342	(2,092)	2,095	6,345
Rep. & maintenance Building	001	711	546200	5,560	8,597	(3,037)	3,040	8,600
Athletic Activities	001	711	556150	3,300	8,104	(4,804)	4,810	8,110
Oil & Gas	001	711	552200	3,000	3,856	(856)	860	3,860
Equipment	001	711	641000	3,500	15,000	(11,500)	15,000	18,500
Oil & Gas	001	811	552200	13,500	18,795	(5,295)	5,300	18,800
Reserved/Fund Balance	001	000	271000	-	-	-	48,171	48,171
Total Increase				415,047	1,259,274	(844,227)	954,188	1,369,235
ARPA Grant	001	033	331190	-	673,771	(673,771)	745,000	745,000
FPL Electrical Franchise fee	001	031	313100	180,000	185,324	(5,324)	35,000	215,000
FPL Electrical Utility Tax	001	031	314100	261,000	254,398	6,602	21,000	282,000
Permit Reimbursement	001	032	321150	-	12,918	(12,918)	12,918	12,918
State Revenue Sharing	001	033	335120	228,710	264,150	(35,440)	35,440	264,150
Local Gov Sales Tax	001	033	335180	283,127	290,711	(7,584)	52,500	335,627
USDA Community Grant	001	033	334415	-	20,515	(20,515)	20,515	20,515
Donations	001	036	366450	8,500	40,315	(31,815)	31,815	40,315
Total Increase				961,337	1,742,102	(780,765)	954,188	1,915,525

To amend Community Development Department in amount of \$757,675 for professional planning services related to Race Trac project and ARP Act expense, Parks and Recreational Department in amount of \$25,805 for various expenses, \$5,300 for oil and gas expenses in Public Works Department and increase in fund balance in amount of \$48,171. The above expenses are amended from additional revenues as they are listed to attached schedule.

Approval Request
Department Head
Approved as to Availability of Funds
Finance Director

Date
Date
Date

Approved
City Manager

Approved by City Commission
Meeting of

RESOLUTION NO. 49-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND TRINITY CONSULTANTS, INC. FOR THE INSTALLATION OF AIR SAMPLING EQUIPMENT AT CITY HALL; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") is in need of air sampling equipment to be installed at City Hall; and

WHEREAS, the City desires to enter into a lease agreement with Trinity Consultants, Inc. for the maintenance and operation of a five-foot (5') x ten-foot (10') surface area for the purpose of installing air sampling equipment at City Hall; and

WHEREAS, Trinity Consultants, Inc. agrees to pay the City annual rent in the amount of Twelve Hundred Dollars (\$1,200.00) for a term through October 2027; and

WHEREAS, the City Commission for the City of South Bay finds that authorizing the City Manager to execute the attached lease agreement with Trinity Consultants, Inc. is in the best interests of the residents of the City.

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

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

Section 2. **Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute the lease agreement between the City of South Bay and Trinity Consultants, Inc. for the installation of air sampling equipment at City Hall, as set forth in Exhibit "A" attached hereto.

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

PASSED and ADOPTED this 1st day of November 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

VOTE:

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of October __, 2022 (the "Effective Date"), by and between **The City of South Bay, Florida** having offices at 335 S.W. 2nd Avenue, South Bay, Florida 33493 ("Landlord") and **TRINITY CONSULTANTS, INC.**, a Delaware corporation, having offices at 919 Lake Baldwin Lane, Suite B, Orlando, Florida 32814, Attention: Jose Orsini, Principal Consultant ("Tenant").

WHEREAS, Landlord is the owner in fee simple of those certain premises more particularly described on Exhibit A attached hereto (the "Premises") and known as South Bay City Hall.

WHEREAS, Tenant desires to lease the Premises from Landlord and Landlord hereby desires to lease the Premises to Tenant, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing, the terms, covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

1. Premises. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord for the term of this Lease, subject to the terms and conditions hereof.

2. Term. The term (the "Term") of this Lease shall be for the period commencing on the Effective Date and ending on October __, 2027. Notwithstanding the foregoing, from and after the second (2nd) anniversary of the Effective Date, Landlord or Tenant may terminate this Lease upon ninety (90) days' prior written notice to the other party hereto, whereupon this Lease shall terminate and Landlord shall be obligated to immediately reimburse Tenant for any prepaid Rent for the period after such termination.

3. Rent. Tenant hereby covenants and agrees to pay to Landlord annual rent ("Base Rent") in the amount of Twelve Hundred Dollars (\$1,200.00), plus applicable sales tax, if any, in advance on the first (1st) day of each anniversary of the Effective Date during the Term hereof.

4. Use. Tenant shall be entitled to use the Premises for the installation, maintenance and operation of a five-foot (5') x ten-foot (10') surface area to install air sampling equipment (and other equipment related thereto). In connection with Tenant's use of the Premises, and at no additional cost to Tenant: (a) Landlord hereby grants an ingress and egress easement in favor of Tenant in order for Tenant and its agents and employees to access the Premises over and across Tenant's property for the uses permitted under this Lease; and (b) Landlord hereby grants Tenant the right to use and tie into Landlord's

electrical service on its property in order for Tenant to provide power to the Premises, which, Landlord agrees, shall be no less than 120 volts and 15 amps and (c) Tenant shall have the right to install a fence around the above referenced 5' x 10' surface area (the gate for such fence may be locked and, if so, Landlord shall be provided with a key in order to access the Premises in the event of an emergency). In addition, upon Tenant's request, the Premises may be reasonably relocated adjacent to or in the immediate vicinity of Landlord's power source.

5. Delivery of Premises Upon Termination. Tenant shall, upon expiration of the Term, deliver the Premises to Landlord in the same condition as it existed on the Effective Date, normal wear and tear excepted. Tenant shall be obligated for maintenance and repairs to the Premises, except repairs resulting from negligent acts or omissions of Landlord.

6. Utilities. Landlord shall provide electrical service to the Premises as provided in Paragraph 4 above, at Landlord's cost and expense. Tenant shall not be obligated to separately meter the Premises for electricity and Tenant's use of electricity shall be deemed to be included in the Base Rent. In no event shall Landlord be responsible for, or liable to Tenant as a result of, any interruption of any of the above services, unless the same is caused by Landlord's negligence.

7. Tenant's Duty of Care. Tenant shall take good care of the Premises, its fixtures and contents. At the end or other expiration of the Term, Tenant shall deliver up the Premises and its contents broom-clean and in good order and condition, reasonable wear and tear excepted.

8. Damage to Tenant or Tenant's Property. Except as otherwise required under Florida law or provided in this Lease, Landlord shall not be liable for (and Tenant, or its invitees, licensees and permittees, hereby releases Landlord from) any and all claims for loss, damage or injury to persons or property resulting from Tenant's occupancy or use of the Premises (excluding, however, the mere discovery of any matters) and Tenant shall defend, indemnify and hold Landlord harmless from and against any and all of such claims, attorneys' fees (including those resulting from appeals) and other expenses.

9. Destruction by Casualty. If the Premises are made untenable by fire or other casualty, or partially or completely damaged by same, Tenant shall be responsible for repair or replacement of same, using the proceeds of the insurance obtained by Tenant or Tenant may terminate this Lease (in which event Tenant shall be entitled to a refund of any prepaid Rent for the period after termination). Landlord shall have no obligation to expend funds for the repair or replacement of the Premises. Under no circumstances shall Landlord be liable to Tenant for damages or expenses resulting from casualty.

10. Quiet Enjoyment. Landlord agrees with Tenant that upon Tenant paying the Rent and performing all of the terms, covenants and conditions of the Lease on Tenant's part to be performed, Tenant shall not be disturbed by any party claiming by, under, or through Landlord.

11. No Representations. Tenant acknowledges that Landlord has not made any promises, representations or warranties, in connection with this Lease that are not contained in this Lease and this Lease sets forth the entire agreement between the parties hereto with respect to the subject matter hereof.

12. Confidentiality. Landlord agrees to maintain at all times as confidential the terms of this Lease and shall not disclose the same to any person or entity, unless Tenant has given its prior written consent to such disclosure or such disclosure is otherwise required by applicable law.

13. Notices. Any notice which Landlord or Tenant desires to give to the other must, to be effective, be in writing and either hand delivered, sent by certified or registered mail or by reputable overnight courier. Any notice sent hereunder by certified or registered mail shall be deemed to have been duly given 48 hours after the same is sent and any notice given by overnight courier shall be deemed to be delivered on the date of delivery or rejection by the recipient.

14. Default. If Tenant (i) fails to make any payment of Rent when due or (ii) breaches any covenant, rule or condition provided in this Lease, then Landlord shall provide Tenant with five (5) days prior written notice thereof, and if such default by Tenant has not been cured within said 5-day period, Landlord may, as Landlord ' s sole remedy, terminate this Lease by providing a written termination notice to Tenant, whereupon Tenant shall vacate the Premises. In the event that Tenant's default hereunder is not due to the non-payment of Rent and cannot be reasonably cured within such 5-day period, then Tenant shall have such additional period of time as may be reasonably required in order to cure the same.

15. Abandoned Properly. Within fifteen (15) days after the expiration or other termination of the Term, Tenant shall remove all of Tenant's property from the Premises. All property, installations and additions required to be removed by Tenant which remain on the Premises after Tenant has vacated same shall be deemed to be abandoned and, at the option of Landlord, may either be retained by Landlord as Landlord ' s sole property or may be removed by Landlord at Tenant's expense.

16. Insurance. Prior to the execution of this Agreement and/or any Project Agreement, the Tenant shall provide to the City Manager, certificates of Insurance evidencing no less than One Million Dollars (\$1,000,000) as the required insurance coverages. The certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to require the Tenant to provide a certified copy of such policies upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less

than 30 calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. All policies shall be issued by companies authorized to do business under the laws of the State of Florida. The City shall be named as an additional insured on all insurance policies, and with a waiver of subrogation in the City's favor. Tenant shall supply City with copies of all policies and required endorsements.

17. Miscellaneous.

(a) Attorneys' Fees: Rights Cumulative. In the event of litigation arising out of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, including fees for the services of paralegals and similar persons, and all such expenses and costs incurred by the prevailing party through all appellate levels.

(b) No Waiver. No waiver by Landlord of any breach by Tenant of any term or condition of this Lease, and no failure by Landlord to exercise any right or remedy in respect of any such breach, shall constitute a waiver or relinquishment for the future, or bar any right or remedy of Landlord in respect of, any other breach of such term or condition or any breach of any other term or condition of this Lease.

(c) Survival: Counterparts. All obligations of Landlord and Tenant which are expressly to be performed and/or complied with after the expiration or earlier termination of this Lease shall survive such expiration or termination. This Lease may be executed and delivered in two or more counterparts, each of which shall be deemed to be an original and a full set of which shall be deemed to be one agreement.

(d) Provisions Severable. Every provision of this Lease shall be valid and enforced to the fullest extent permitted by law. If any provision of this Lease shall be determined by appropriate judicial authority to be illegal, invalid, or unenforceable to any extent, such provision shall, only to such extent, be deemed stricken from this Lease as if never included. The remainder of this Lease shall not be affected.

(e) Further Actions and Documents; Time of the Essence. The parties shall take all such actions and execute all documents as may be necessary to carry out the purposes of this Lease, whether or not specifically provided for in this Lease. Time is of the essence as to all material terms of this Lease.

(f) Governing Law. This Lease shall be construed and governed in accordance with the laws of the State of Florida without application of conflict of law principles.

(g) Entire Agreement; Modification. This Lease contains the sole and entire agreement, and supersedes all other prior written or oral agreements, between the parties with respect to the subject matter of this Lease. This Lease may be changed, amended, or modified only by an agreement in writing signed by the party against whom such change,

amendment, or modification is sought to be enforced.

(h) Successors and Assigns. This Lease will be binding upon and inure to the benefit of the respective heirs, personal and legal representatives, successors and permitted assigns of the parties hereto. In the event that Landlord shall convey the Premises to another person or persons (and nothing herein shall be construed to restrict or prevent such conveyance), such other person or persons shall thereupon be and become landlord hereunder and shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord which first arise after the date of conveyance or disposition, and Tenant shall attorn to such other person or persons, and Landlord shall, from and after the date of conveyance or disposition, be free of all liabilities and obligations hereunder not then incurred.

(i) Indemnification. Tenant agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, demands, causes of action, or liabilities that arise in whole or in part from Tenant's acts, omissions, or negligence in the access or use of the Premises, or Tenant's failure to comply with the terms or conditions of this Lease.

(j) Assumption of Risk. Tenant and its agents and employees hereby expressly assume all risk of loss, including bodily injury or damage to personal property, arising out of or relating to Tenant's access and use of the Premises.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have signed and delivered this Lease, effective as of the day and year first above written.

LANDLORD:

The City of South Bay, Florida
a Florida municipality

By: _____
Name: Leondrae D. Camel
Title: City Manager

TENANT:

TRINITY CONSULTANTS, INC.,
a Delaware corporation

By: _____
Name: Jose Orsini
Title: Principal Consultant

Exhibit "A"

