

**July 1, 2022  
Special Meeting  
10:00 A.M.**



## City of Port St. Joe

Rex Buzzett, Mayor-Commissioner  
Eric Langston, Commissioner, Group I  
David Ashbrook, Commissioner, Group II  
Brett Lowry, Commissioner, Group III  
Scott Hoffman, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose 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. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

# **BOARD OF CITY COMMISSION**

**Special Public Meeting**

**10:00 A.M.**

**Tuesday July 1, 2022**

## **Call to Order**

- **Pump & Process Grinder Pump Agreement**
- **RFQ 2022-02 Environmental Review Services for CDBG-DR Grant** **Page 3**
- **Ord. 598 Food Truck Ordinance Amendment** **Pages 4-5**
  - **First Reading**
- **July 4<sup>th</sup> Events**
  - **Donna Foxworth** **Pages 6-9**
  - **Latrina McNeal** **Pages 10-31**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

**RFQ # 2022-02 Request for Qualifications for Environmental Review Services for  
Community Development Block Grants (CDBG-DR)**

**Friday, June 10, 2022**

**3:05 P.M.**

**City Commission Conference Room**

*Extended to 6/24/2022*

*CMP*  
*BS*

**VENDOR**

*Fret Fox Enterprises, Inc.*

ORDINANCE NO. : 598

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING ORDINANCE 597 TO EXCLUDE REID AVENUE IN PORT ST. JOE, FLORIDA FROM THE AREAS IN PORT ST. JOE WHERE “MOBILE FOOD DISPENSING VEHICLES” MAY OPERATE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Governor of the State of Florida signed into law the Occupational Freedom and Opportunity Act (SB474/HB1171) (“Act”), which became effective on July 1, 2020; and

WHEREAS, the Act created Florida Statutes Section 509.102-Mobile Food Dispensing Vehicle (“MFDV”) preemption in which a municipality, county or other local government entity may not require a separate license, registration, permit or fee from MFDV’s and may not prohibit MFDV’s from operating within the entirety of the jurisdiction; and

WHEREAS, the City, in response to Section 509.102 Florida Statutes and two public workshops wherein they elicited input from the public, enacted City of Port St. Joe Ordinance 597; and

WHEREAS, after the enactment of Ordinance 597 the City has determined that it is in the best interests of the health, safety, and welfare of the residents of and visitors to Port St. Joe to amend Ordinance 597 as set forth below; and

NOW THEREFORE, be it enacted by the City Commission of the City of Port St. Joe, Florida, that:

1. Port St. Joe Ordinance 597 shall be amended as follows:

Section 3, Paragraph 4 (a) shall now state: “MFDVs may operate on parcels of real property with existing, active commercial use in “Mixed Use” zoning districts. However, MFDVs shall be prohibited on all parcels of real property located on Reid Avenue, with the exception of permitted special events as set forth in Ordinance 597. Vacant, undeveloped lots/parcels or non-active commercial use areas are also not eligible for MFDV operation.

2. All other provisions of Port St. Joe Ordinance 597 not amended herein shall remain in full force and effect as written in said Ordinance.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
4. If a court of competent jurisdiction shall hold any pf the provisions of this Ordinance invalid the remaining provisions shall remain in full force and effect.
5. This Ordinance shall take effect immediately upon its final adoption by the City Commission of Port St. Joe, Florida.

PASSED AND ADOPTED BY THE CITY COMMISSION OF PORT ST. JOE,  
FLORIDA THIS \_DAY OF \_\_\_\_\_ 2022.

**BOARD OF CITY COMMISSIONERS  
PORT ST. JOE, FLORIDA**

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REX BUZZETT  
MAYOR-COMMISSSIONER

ATTEST:

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CHARLOTTE PIERCE, CITY CLERK

APPROVED AS TO FORM:

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CLINTON T. McCAHILL, CITY ATTORNEY

Received on 6/27/22

**Who:** Donna Likely Foxworth

**Location:** Washington Gym Park area

**Date:** July 1, 2022

**Type of Event:** Pre-party to comedy show DJ, food vendors

**Times of Event:** 4pm - 12pm

**Contact phone # & email:**

850-252-2462 ivory1970@yahoo.com

✓

**Application**

NA

**Tax Exempt Certificate**

NA

**Alcohol Permit**

**Certificate of Liability Insurance**

**Trash Plan**

**Security Plan**

**Lineup of artists/vendors**

**# of people (proposed attendance)**

200<sup>00</sup>

**Fee**

001360/362000

300<sup>00</sup>

**Deposit**

001000/22900

13<sup>00</sup>

**Tax**

001360/312600

**Key Out**

**Key In**

**Deposit Returned/Rental Complete**

AGREEMENT FOR TEMPORARY USE OF WASHINGTON GYM  
CITY OF PORT ST. JOE, FLORIDA

NAME OF INDIVIDUAL OR ORGANIZATION ENTERING AGREEMENT (HEREIN KNOWN AS USER)

Donna Likely Foxworth

ADDRESS: 102 Battles Street

Port St. Joe

FL

32456

CITY

STATE

ZIP

TELEPHONE 850 252-2462

EMAIL ivory1970@yahoo.com

DATE(S) REQUESTED 7/1/22

TIMES OF EVENT 4 pm - 12 pm

TYPE OF EVENT IN DETAIL 4 pm - 12 pm

PROPOSED # OF PEOPLE ATTENDING THE EVENT

150 to 200

500 charge  
200-300 est

Please check the following boxes that apply to your event:

- ☐ Alcohol N/A  
☐ Artists/Vendors - DJ & Vendor Blazin Cajin / ~~Querc~~ Snow cones  
☐ Tax Exemption T-shirts

In consideration of the mutual covenants and conditions contained herein, the Board of City Commissioners of the City of Port St. Joe, Florida, a municipal corporation (herein known as "City"), agrees to make available the Washington Gym to User on the date(s) set forth above.

All "Users" be advised that the Board of City Commission does not rent this facility to organizations for extended periods of time. Rentals are on a temporary basis only, and Users are urged to make other arrangements as soon as possible.

1. **The City shall:**

- A. Furnish light, heat, and water by means of appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure to furnish any of the same, caused by anything beyond the control of the City Commissioners, shall not be charged to the City of Port St. Joe.
- B. Not be responsible for any damage, accidents, or injury that may happen to the User or his agents, servants, employees, spectators, or any and all other participants and/or property from any cause whatsoever, arising out of or resulting from the above described activity during the period covered by this agreement.
- C. Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when the purpose or purposes for which the premises herein described are being used and intended to be used, shall be obnoxious or inimical to the best interest of the City; anything herein contained notwithstanding.
- D. The activities of the City have first priority and the City reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.

2. **The User shall:**

- A. Take the premises as they are found at the time of occupying by the User.
- B. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and material owned by the User. The City assumes no liability for the User's equipment and material.
- C. Not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than that herein specified, without written consent of the City.
- D. Indemnify the City and hold it harmless from any liability, including court costs and attorney's fees which result from any of the activities which occur on the property during the term of this Agreement. In the event that User's use of the premises includes a performance or performances which might be subject to a license fee payable to any organization such as ASCAP or BMI, User shall be responsible for such fee and will indemnify and hold City harmless in the event that any such fee is assessed against City.

3. **Payment of Charges:**

- A. All payments and deposits must be made by check or money order payable to the City of Port St. Joe and paid in full before the facility is reserved.
- B. All payments will be delivered to the City as of the date of the execution of this Agreement.
- D. Attached hereto as Exhibit "A" is the fee schedule for use of these City facilities.

4. **The Following Regulations shall be followed:**

- A. Activities will not be permitted between 12:00 a.m. (midnight) and 6:00 a.m. without prior permission from the Commission.
- B. The City equipment will not be taken from the premises under any conditions and in the event any equipment is found missing, User is responsible for its replacement cost.
- C. Alcohol Permits and/or Certificates of Liability Insurance must be provided to the City before rental when alcohol is allowed at the event.
- D. Certificates of Liability Insurance must be provided to the City before facility is reserved for all large events.
- E. A trash plan must be in place for all events and given to the City at the time the facility is reserved.
- F. A security plan must be in place for all large events and given to the City at the time the facility is reserved.
- G. All lineups of artists and/or vendors must be provided to the City at the time the facility is reserved.
- H. The premises shall not be marked upon, painted, cut, drilled, driven nails or screws into, or in any way deface the walls, ceilings, partitions or floors of the Premises or of the Building, and any defacement, damage or injury caused will be the responsibility of user who signed this application.



5. **Deposit Guidelines**

- Deposits will be cashed immediately and a refund check will be issued once the following items have been addressed after the rental date(s).
  1. All lights were turned off after the event
  2. All A/C Heating units must be turned back up to a temperature of 77°
  3. All trash and decorations have been removed and placed in outside dumpsters after the event
  4. The premises have been secured after the event
  5. No damage to the property
  6. All the tables and chairs will be folded up and returned to the location they were found. (Do not remove tables and chairs from premises, be sure to let any party planners know they are property of the City).
  7. Keys must be returned to City Hall no later the 12:00 Noon the day after the event. If the event occurs on a weekend, there is a drop box behind City Hall where the keys can be returned.

All buildings are inspected by a city employee prior to, and after each event. Items not found in satisfactory condition after your departure could result in a forfeiture of your deposit.

**\*\* Deposits will not be returned on cancellations unless requested 30 days before the scheduled rental\*\***

6. **Acknowledgment:**

- A. This agreement will not be binding upon the City until occupied and approved by the City Commissioners.
- B. It is understood that the City, as used herein, shall include the employees, administrators, agents, and City Commissioners.
- C. I (person requesting permit) Donna Likely Foxworth, a citizen of the State of Florida and of the United States of America, do hereby solemnly swear or affirm that I am not a member of an organization or party which believes in or teaches, directly or indirectly, the overthrow of the Government of the United States or of Florida by force or violence. Furthermore, the organization that I represent subscribes to the above statements of loyalty.
- D. I understand that masks are strongly encouraged, and anyone attending this event will follow the CDC Guidelines in place for COVID-19.

FOR CITY OF PORT ST. JOE:

\_\_\_\_\_  
Approving Authority

\_\_\_\_\_  
Date

FOR USER:

Donna Likely Foxworth  
Signature

7/1/2022  
Date

<b>Who:</b> Latrina McNeal		2nd cover sheet
<b>Location:</b> Washington Gym		Amount still owed
<b>Date:</b> July 1, 2 & 3, 2022		
<b>Type of Event:</b> 4th of July Celebration		
<b>Times of Event:</b> 9:00 PM - 2:00 Am		
<b>Contact phone # &amp; email:</b>		
Latrinamcneal78@gmail.com 850-340-0705		
✓	<b>Application</b>	
NA	<b>Tax Exempt Certificate</b>	
	<b>Alcohol Permit</b>	
✓	<b>Certificate of Liability Insurance</b>	
	<b>Trash Plan</b>	
	<b>Security Plan</b>	
✓	<b>Lineup of artists/vendors</b>	
100-200	<b># of people (proposed attendance)</b>	
1350.00	<b>Fee</b>	001360/362000
already Paid.	<b>Deposit</b>	001000/22900
86.35	<b>Tax</b>	001360/312600
	<b>Key Out</b>	
	<b>Key In</b>	
	<b>Deposit Returned/Rental Complete</b>	

Total Due:  
1,436.35 >

AGREEMENT FOR TEMPORARY USE OF WASHINGTON GYM  
CITY OF PORT ST. JOE, FLORIDA

NAME OF INDIVIDUAL OR ORGANIZATION ENTERING AGREEMENT (HEREIN KNOWN AS USER)

(JBE) Latrina McNeal

ADDRESS:

414 Henry St

Port St Joe FL

32456

CITY

STATE

ZIP

TELEPHONE

850 340-0785

EMAIL

Latrina mcneal 78@gmail.com

DATE(S) REQUESTED

7-1 to 7-3

TIMES OF EVENT

9am-2am com

TYPE OF EVENT IN DETAIL

~~private~~ 4th of July celebration

PROPOSED # OF PEOPLE ATTENDING THE EVENT

100-400-200

Please check the following boxes that apply to your event:

- ☐ Alcohol  
☒ Artists/Vendors  
☐ Tax Exemption

Gym only -

In consideration of the mutual covenants and conditions contained herein, the Board of City Commissioners of the City of Port St. Joe, Florida, a municipal corporation (herein known as "City"), agrees to make available the Washington Gym to User on the date(s) set forth above.

All "Users" be advised that the Board of City Commission does not rent this facility to organizations for extended periods of time. Rentals are on a temporary basis only, and Users are urged to make other arrangements as soon as possible.

1. The City shall:

- A. Furnish light, heat, and water by means of appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure to furnish any of the same, caused by anything beyond the control of the City Commissioners, shall not be charged to the City of Port St. Joe.
- B. Not be responsible for any damage, accidents, or injury that may happen to the User or his agents, servants, employees, spectators, or any and all other participants and/or property from any cause whatsoever, arising out of or resulting from the above described activity during the period covered by this agreement.
- C. Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when the purpose or purposes for which the premises herein described are being used and intended to be used, shall be obnoxious or inimical to the best interest of the City; anything herein contained notwithstanding.
- D. The activities of the City have first priority and the City reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.

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- D. Indemnify the City and hold it harmless from any liability, including court costs and attorney's fees which result from any of the activities which occur on the property during the term of this Agreement. In the event that User's use of the premises includes a performance or performances which might be subject to a license fee payable to any organization such as ASCAP or BMI, User shall be responsible for such fee and will indemnify and hold City harmless in the event that any such fee is assessed against City.

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All buildings are inspected by a city employee prior to, and after each event. Items not found in satisfactory condition after your departure could result in a forfeiture of your deposit.

**\*\* Deposits will not be returned on cancellations unless requested 30 days before the scheduled rental\*\***

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- C. I (person requesting permit) Latrina McNeal, a citizen of the State of Florida and of the United States of America, do hereby solemnly swear or affirm that I am not a member of an organization or party which believes in or teaches, directly or indirectly, the overthrow of the Government of the United States or of Florida by force or violence. Furthermore, the organization that I represent subscribes to the above statements of loyalty.
- D. I understand that masks are strongly encouraged, and anyone attending this event will follow the CDC Guidelines in place for COVID-19.

FOR CITY OF PORT ST. JOE:

\_\_\_\_\_  
Approving Authority

\_\_\_\_\_  
Date

FOR USER:

Latrina McNeal  
Signature

5-25-22  
Date



JOEBO-1

OP ID: MW

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

06/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Peoples First Insurance  
Services, LLC  
1002 W. 23rd. St., SU 130  
Panama City, FL 32405  
Maria Wilson

850-770-7047

**CONTACT** Maria Wilson**PHONE**  
(A/C, No, Ext): 850-770-7047**FAX**  
(A/C, No): 850-770-7126**E-MAIL**  
**ADDRESS:** maria.wilson@pfinsurance.com

**INSURED**  
Joe Boi Entertainment  
257 Avenue C  
Port St Joe, FL 32456

**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** USLI**INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		SE2012219	07/01/2022	07/05/2022	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$
						\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

**Special Event****CERTIFICATE HOLDER**

City of Port Saint Joe  
PO BOX 278  
Port St Joe, FL 32457

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Trash plan for July 1-3, 2022

July 4<sup>th</sup> Celebration

Clean up and trash disposal will be supervised by Marshall & Farlin Security LLC. All areas will be cleaned and trash reCAPTCHA will be taken out and emptied in the large dumpsters located outside of the gymnasium.

LaTrina McNeal



Marshall & Farlin Security LLC

Lic# B3100497

274 Selman Rd

(850) 524-9544 | (850) 933-7902

Contract Agreement

This agreement is being made on June 15, 2022 between Marshall & Farlin Security LLC and Bill Wyatt for events located at 414 Kenny Street, Port St. Joe Fl. 32456.

**Work to be Performed.** Marshall & Farlin Security LLC hereby agrees to work for the client as an independent contractor, providing the services described below until the termination of this contract. The client reserves the right to terminate Marshall & Farlin Security LLC services at any time it deems appropriate provided that the client complies with the relevant notice provisions of this agreement. Marshall & Farlin Security LLC agrees to devote the necessary amount of time, energy, and attention required to satisfactorily complete, conclude or achieve the following duties and responsibilities established below in the "Description of Services."

**Description of Services.** The parties to this agreements, in consideration of the mutual covenants and stipulations set out, agree as follows:

Marshall & Farlin Security LLC hereby agrees to provide security guard services for Bill Wyatt for two events located at 414 Kenny Street, Port St. Joe Fl. 32456. Marshall & Farlin Security LLC also agrees to provide a minimum of 7 security officers for both events that will occur on July 1st and July 3rd. The security officers provided on behalf of Marshall & Farlin Security LLC will be tasked with the following, (a) to perform pat-down security checks on individuals if needed, (b) help assist in the control of crowd management, (c) help to monitor and assist in the parking assignments, (d) to help ensure that no underage individuals are drinking on the property, (e) ensure the removal of any individual who may be perceived as a threat or concern to the safety of others while on the property, (f) call law enforcement if needed, (g) assist law enforcement or any other related entity upon their arrival on the property, (h) keep a reported account of all incidents on the property, (i) assist any other individual on the property in the realm of the needs of security and protection services.



In addition, no security officer provided by Marshall & Farlin Security LLC shall be tasked with doing anything that may be illegal or subject to legal consequences on their part. All guards provided are to comply with the state of Florida statutes and laws regarding security services.

Marshall & Farlin Security LLC agree to keep Bill Wyatt informed and updated on all insurance policies related to this agreement. Marshall & Farlin Security LLC also agree to add Bill Wyatt and Joe Boy Entertainment on as additionally insured under these policies throughout the entirety of this agreement.

Marshall & Farlin Security LLC and Bill Wyatt agree that the terms of this contract are for two separate events that will occur on July 1, 2022 and July 3, 2022.

**Compensation:** In consideration for the services to be performed by Marshall & Farlin Security LLC, the client hereby agrees to pay Marshall & Farlin Security LLC as follows:

Compensation Terms: \$1500 Deposit, \$1,620 by July 3, 2022

Total Compensation Amount: \$3,120

Said compensation shall become due and payable to Marshall & Farlin Security LLC upon the receipt of an invoice by the client. Marshall & Farlin Security LLC payment methods shall be payable and pursuant to the following schedule and method:

Compensation Schedule: Paid Event Night

Compensation Method: Cash or Check

**Payments.** All payments made for the terms and services of this agreement are to be made to the entitled entity of Marshall & Farlin Security LLC. Any payments of services directed outside of the entitled entity that is not otherwise stated in this agreement will not be deemed as a satisfactory means of payments. All payments must be made to the entitled entity of Marshall & Farlin Security LLC and no other individual or entity unless specifically authorized to do so.

**Scope of Work.** Marshall & Farlin Security LLC required services as stated above, as well as any future assignments provided by the client, shall be determined on a case-by-case basis only. All work performed by Marshall & Farlin Security LLC for the client shall be governed exclusively by the covenants contained in this agreement. Marshall & Farlin Security LLC shall perform any and all responsibilities and duties that may be associated within the Description of Services set above. Marshall & Farlin Security LLC shall retain sole and absolute discretion in

the manner and means for carrying out the activities and responsibilities contained in this agreement and shall have full discretion within the Scope of Work, but shall not engage in any activity which is not expressly set forth by this agreement without first obtaining prior authorization from the client.

**Independent Contractor.** Marshall & Farlin Security LLC and the client agree that Marshall & Farlin Security LLC is performing the services described in this agreement as an **Independent Contractor** and shall not be deemed an employee, partner, agent, or joint venturer of the client under any circumstances. Nothing in this Agreement shall be constructed as creating an employer-employee relationship. Marshall & Farlin Security LLC shall not have the authority to bind the client unless specifically authorized to do so in writing. Marshall & Farlin Security LLC shall have no claim against the client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Marshall & Farlin Security LLC further agree to be responsible for all their own federal and state taxes, withholdings, and acknowledge that the client will not make any FICA payments on our behalf. Marshall & Farlin Security LLC shall pay all of their own business and work related taxes while performing services under this agreement.

**Equipment & Means of Service.** Marshall & Farlin Security LLC is responsible for providing all of their own equipment with which to complete the services contemplated by this agreement. The client may, in its sole discretion, provide certain equipment if deemed necessary. Marshall & Farlin Security LLC has the sole right to control and direct the means, manner, and method by which the services required herein will be performed. Marshall & Farlin Security LLC shall not receive any training from the client in the professional skills necessary to perform the services required by this agreement. Any direction or advice provided to Marshall & Farlin Security LLC will be regarded as a direction of service and shall be considered a suggestion only and not an institution.

**Expenses.** Marshall & Farlin Security LLC shall be responsible for all expenses incurred while performing services under this agreement. This includes but is not limited to, automobile, truck, and other travel expenses, vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager or cell phone expenses; meals; and all salary expenses, and other compensation paid to employees hired to perform the work contemplated by this agreement.

**Contractor's Representations and Warrants.** Marshall & Farlin Security LLC hereby represent that we have complied with all Federal, State, and Local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out the services contemplated by this

agreement and shall provide proof of the same by request of the client. Marshall & Farlin Security LLC also represents that our relationship with the client will not cause or require that we breach any obligation or confidence related to any confidential, trade secret and/or proprietary information of any other person, company, or entity. Furthermore, Marshall & Farlin Security LLC acknowledges that we have not brought and will not bring in the performance of our duties for the client any proprietary or confidential information whether or not in writing of a former contracted company or entity without their written permission or authorization. The breach of this condition may result in automatic termination of the relationship as of the time of the occurring breach.

**Client's Right to Suspend or Alter Work.** The client reserves the right to inspect, stop and/or alter the work of Marshall & Farlin Security LLC at any time to assure its conformity with this agreement and the client's needs. At any time, the client may, with probable cause only, direct Marshall & Farlin Security LLC, by way of providing 30 days prior written notice to suspend, delay, or interrupt work or services pursuant to this agreement, in whole or in part, for such periods of time as the Client in its sole discretion may see fit or necessary. Any such suspension shall be effected by the delivery of written to Marshall & Farlin Security LLC of said suspension and specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective. If at any time the client believes that Marshall & Farlin Security LLC may not be adequately performing its obligations under this agreement, then the client may request that Marshall & Farlin Security LLC provide written assurances of performance and a written plan to correct observed deficiencies in performance. Any failure to provide written assurances grounds to declare a default under this Agreement.

**Termination.** Either party may terminate this agreement in whole or in part, whenever they shall determine that termination is in their best interest. Termination shall be effected by providing 30 days written notice of termination specifying the extent to which performances and the date upon which such determination shall become effective. Marshall & Farlin Security LLC shall then be entitled to recover any costs expended up to that point as contemplated by this agreement. In no event shall the client be liable for any costs incurred after the effective date of the notice of termination. The client shall remain responsible for paying the remaining compensation of the previously agreed amount contemplated by this agreement upon the termination of this agreement. The termination pursuant to the provisions contained within this paragraph shall not be constructed as a waiver of any right or remedy.

**Liability.** Marshall & Farlin Security LLC shall not be held liable for any loss or any other financial liability suffered by the client due to the failure to perform any assignment as contemplated by this agreement. In addition, the client shall not be held responsible for any loss or damage to Marshall & Farlin Security LLC equipment under the terms of this agreement.

Only in cases in which either party is directly responsible for the loss and financial liability suffered; shall either party be held liable.

**Indemnification.** Marshall & Farlin Security LLC shall defend, indemnify, hold harmless and insure the client from any and all damages, expenses which may arise out of any negligence or misconduct on part of Marshall & Farlin Security LLC. Marshall & Farlin Security LLC shall also insure that all of its employees and affiliates take all necessary actions to comply with the terms and conditions established in this agreement. The client shall defend, indemnify, hold harmless and insure Marshall & Farlin Security LLC from any and all damages, expenses which may arise out of any negligence or misconduct on part of the client. The client shall also insure that all of its employees and affiliates take all necessary actions to comply with the terms and conditions established in this agreement.

**Notices.** Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage prepaid with a return receipt requested. Mailed notices must be addressed to the parties at the address contained in this agreement. However, each party may change their address, thus requiring hand delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after 5 days of mailing. Both Marshall & Farlin Security LLC and the client agree to keep the other party informed of any change of business and/or mailing addresses, as well as telephone, email or any other relevant means of contact and communication.

**Continuing Effects.** Marshall & Farlin Security LLC is obligated with regards to all trade secrets and confidential information contained in this agreement, shall continue to be in effect beyond the scope of the relationship as aforementioned, and said obligations shall continue to be binding upon not only Marshall & Farlin Security LLC, but also the spouse, affiliates, assigns, heirs, executors, administrators and/or other legal representatives as well.

**Choice of Law.** This agreement is to be constructed pursuant to the current laws in the State of Florida without giving effect to any conflict of laws principle. Jurisdiction and venue for any claim arising out of this agreement shall be made in the State of Florida.

**Entire Understandings.** This document and any schedule attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled and carry no further force or effect. This agreement shall be considered a separate and an independent document of which it shall supersede and all other agreements, either oral or written, between the parties hereto, except for any signed confidentiality, trade-secret, non-compete or non-disclosure agreements to the extent that these terms are not in conflict with those set forth herein.

**Headings.** The headings of these sections of this agreement are inserted for convenience only and shall not be deemed to constitute part of this agreement or to affect the construction thereof.

**Severability.** If any part of this agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or any other legal constitute body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this agreement shall be effective as through such void, invalid, inoperative or unenforceable provision had not been contained herein.

**Modifications of Amendments.** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both parties hereto with the same degree of formality as this Agreement.

**Counterparts.** This agreement, at the discretion of the parties herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

**Waiver.** If either party fails to enforce any provision contained within this agreement, it shall not be constructed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

**Drafting Ambiguities.** All parties to this agreement have reviewed and had the opportunity to revise the agreement, and have had the opportunity to have legal counsel review the or revise this agreement.

**Copies.** Both Marshall & Farlin Security LLC and the client hereby acknowledge that they have received a signed copy of this agreement.

**Document as Entire Agreement.** This document contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agent of either party that are not contained in this contract may not be enlarged, modified or altered except in writing signed by both parties and endorsed on this agreement.

**Effect of Agreement.** This agreement shall inure to the benefit of and be binding on the heirs, executors, assignees and successors of their respective party.

IN WITNESS WHEREOF, both parties have executed this agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be effective as if originals. By their respective signatures at the bottom of this document, both parties hereby acknowledge

that they have read and understood all the terms contained herein and that they have the authority to bind themselves and their respective companies to the terms contained in this agreement.

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Signature of First Party

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Signature of Second Party

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Print Name and Title of First Party

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Print Name and Title of Second Party

4<sup>th</sup> of July Celebration  
Washington High Gym  
**Lineup of Artists**

1. July 1, 2022

**BABII J**

2. July 3, 2022

**Boston Richey**

Latrina McNeal



4TH OF JULY IN THE JOE



JULY 1ST

BABI J

PERFORMING LIVE  
FREAKNIK AFTER PARTY WASHINGTON HIGH GYM

JULY 2ND

OLD SCHOOL  
PARTY



JULY 3RD

BOSTON RICHEY

performing live  
WASHINGTON HIGH GYM



JULY 4TH

Beach Party

WINMARK BEACH



JOE BOYS ENTERTAINMENT PRESENTS

*Sunday*  
**JULY  
3RD**

**REAL BOSTON RICHEY**

*Live*

DJDEZ ON CROWD CONTROL | FOR SECTIONS AND TICKETS 470-717-5237 850-247-0867

**WASHINGTON HIGH GYM**

414 KENNY ST PORT ST JOE FL

Joe Boy Entertainment Presents  
4th of July IN THE JOE

**BOSTON RICHEY**

Performing Live

**\$30**

**JULY 3, 2022**

**\$30**

#001

Washington High Gym | 414 Kenny Street | Port St. Joe, FL

Joe Boy Entertainment Presents  
4th of July IN THE JOE

**BABII J**

Performing Live

**\$10**

**JULY 1, 2022**

**\$10**

#001

**FREAKNIK After Party**  
**Doors Open at 11pm EST**

Washington High Gym | 414 Kenny Street | Port St. Joe, FL



4472

**11 00 BIG  
MOTION SHIT  
JULY 1 22**

**FREAKNIK  
22' OUTDOOR  
EVENT**

**MLK BLVD  
PORT ST JOE  
FL 32456**

**POSITIVE  
VIBES ONLY  
NO DRAMA  
ALLOWED**

**FREE EVENT**



JOE BOYS ENTERTAINMENT PRESENTS

**BABII J**

*Live*

*Friday*  
**JULY  
1ST**

*Breakout official after party*

DJDEZ ON CROWD CONTROL | FOR SECTIONS AND TICKETS 470-717-5237 850-247-0867

**WASHINGTON HIGH GYM**

414 KENNY ST PORT ST JOE FL

5PM - UNTIL  
(NO MINORS)

PRESENTS

7-1-22

# Freaknik 22



**MLK BLVD**

**PORT ST. JOE, FLORIDA 32456**

**BRING YOUR TENTS, CHAIRS, GRILLS & GOOD VIBES**

**CLITY GIRL DJ RHYMER**



5PM - UNTIL  
(NO MINORS)

BENFRANKGANG X GOLDHEARTMUSIC  
PRESENTS

7-1-22

# Freak Nite

## 22



**MILK BLVD**  
PORT ST. JOE, FLORIDA 32456

BRING YOUR TENTS, CHAIRS, GRILLS & ENJOY VIBES

**CITY GIRL DJ RHYMER**



5PM - UNTIL  
(NO MINDERS)

GENERATION 22 PRESENTS

7-1-22

# Freaknik 22



**MLK BLVD**  
**PORT ST. JOE, FLORIDA 32456**

**BRING YOUR TENTS, CHAIRS, GRILLS & ENJOY VIBES**

**CITY GIRL DJ RHYMER**