



**VILLAGE OF INDIANTOWN
AGENDA
REGULAR VILLAGE COUNCIL MEETING**

July 10, 2025

6:00 PM

15516 SW Osceola Street Suite C. Indiantown, Florida 34956

VILLAGE COUNCIL

CARMINE DIPAOLO, MAYOR

ANGELINA PEREZ, VICE MAYOR

VERNESTINE PALMER, COUNCILMEMBER

PHYLLIS WATERS BROWN, COUNCILMEMBER

KAREN ONSAGER, COUNCILMEMBER

ADMINISTRATION

TARYN KRYZDA, VILLAGE MANAGER

WADE C VOSE ESQ, VILLAGE ATTORNEY

LARHONDA MCBRIDE, VILLAGE CLERK

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Indiantown. Civility is practiced at all Village meetings.

Special Needs: If anyone attending this meeting requires a reasonable accommodation, please contact LaRhonda McBride, Village Clerk, by telephone at (772) 597-9900 or by email at lmcbride@indiantownfl.gov at least 48 hours in advance.

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Village Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony.

Appeal of Decision: If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

PUBLIC COMMENT (3 MINUTES EACH)

*-The public is invited to comment for up to 3 minutes **on any item not on the Agenda**. Questions are typically deferred to staff, and if civility is not practiced, the Mayor may rule the person out of order, and may require the person be removed from the meeting.*

COMMITTEE REPORTS

COMMENTS BY VILLAGE COUNCIL MEMBERS

COMMENTS BY VILLAGE MANAGER

1. APPROVAL OF AGENDA
2. APPROVAL OF CONSENT AGENDA

Minutes June 26, 2025

QUASI-JUDICIAL HEARINGS (ITEMS MAY ALSO BE UNDER ORDINANCES OR RESOLUTIONS, AS APPROPRIATE)

REGULAR AGENDA

- 3 [Approval for the Contract Award of 2025-01 Electrical Continuing Services to Cyber Electric of Central Florida Inc. & Elevated Electrical LLC in the amount not to exceed \\$250,000.00.](#)
The Village Council approves the recommendation to authorize the execution of Contract EPW 2025-01, Electrical Continuing Services, with Cyber Electric of Central Florida Inc. and Elevated Electrical LLC, in a combined amount not to exceed \$250,000.00.
- 4 [Approval of First Amendment to the Indiantown Community Trust Agreement Extending the Term of the Trust Agreement by 25 Years](#)
Staff recommends that the Village Council approve the First Amendment to the Indiantown Community Trust Agreement extending the term of the Trust Agreement by 25 years, subject to technical revisions as approved by the Village Attorney.

FIRST READING ORDINANCES

DISCUSSION ITEMS

PUBLIC COMMENT

*-The public is invited to comment for up to 3 minutes **on any item not on the Agenda**. Questions are typically deferred to staff, and if civility is not practiced, the Mayor may rule the person out of order, and may require the person be removed from the meeting.*

ANNOUNCEMENTS

NEXT REGULAR MEETING (ANNOUNCE TIME, DATE AND LOCATION)

ADJOURNMENT

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: July 10, 2025

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Minutes June 26, 2025

SUMMARY OF ITEM:

FISCAL IMPACT
STATEMENT:

RECOMMENDATION:

PREPARED BY: LaRhonda McBride DATE: 07/03/25

ATTACHMENTS:

Description

[250626 Regular Village Council Meeting - LM.pdf](#)



**VILLAGE OF INDIANTOWN
REGULAR VILLAGE COUNCIL MEETING MINUTES
June 26, 2025
6:00 PM**

**15516 SW Osceola Street, Suite C
Indiantown, FL 34956**

CALL TO ORDER: 6:00 p.m.

ROLL CALL: LaRhonda McBride, Village Clerk

PRESENT: Mayor Carmine Dipaolo, Vice Mayor Angelina Perez, Council Member Vernestine Williams Palmer, Council Member Phyllis Waters Brown, and Council Member Karen Onsager.
Staff: Village Manager Taryn Kryzda, Village Attorney Wade C. Vose, Finance Director Michael Florio, Public Works Director Patrick Nolan, Parks & Recreation Director Deborah Resos, Parks & Recreation Supervisor Brian Green, Village Clerk LaRhonda McBride, and Administrative Assistant Renae Cherry.

INVOCATION: Brother Rick Williams

PLEDGE OF ALLEGIANCE: Mayor Dipaolo led the Pledge of Allegiance.

ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS: None

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS:

1. Proclamation for the 4th of July

Village Clerk McBride read the Proclamation in honor of the 4th of July. She stated that the recipient of the Proclamation, the Indiantown Chamber of Commerce, was not present.

Village Clerk McBride announced on behalf of the Chamber that all residents are invited to a fireworks celebration on Saturday, July 5, 2025, at Timer Powers Park.

2. Proclamation for Parks & Recreation Month

Village Clerk McBride read the Proclamation in honor of Parks & Recreation Month.

Parks & Recreation Director Resos and other members of the Parks & Recreation Department accepted the Proclamation.

Mayor Dipaolo announced that Susan Gibbs Thomas had resigned from her position on the Parks & Recreation Board and would be replaced by Robert Guerrero.

Mr. Guerrero accepted the position and thanked the Council.

PUBLIC COMMENT:

Linda Nycum spoke in opposition to prioritizing growth over maintenance.

COMMENTS BY VILLAGE COUNCIL MEMBERS:

Council Member Waters Brown had no comments.

Council Member Onsager had no comments.

Vice Mayor Perez requested permission to attend the Florida League of Cities Annual Conference in August. She asked what could be done to improve and reopen Field E at Big Mound Park and to prevent people from jumping the fence to access the field while it is closed.

Parks & Recreation Director Resos stated that she would work with the Sheriff's Department to keep people off the field. She explained that the field is in bad shape because the well failed, and therefore the field has had no irrigation. She stated that it is currently being fertilized and repaired and would soon improve.

Vice Mayor Perez stated for the record that she would like to rescind her vote for the waiver at the Regular Village Council Meeting of June 12, 2025.

Council Member Williams Palmer also requested permission to attend the Florida League of Cities Annual Conference in August.

Discussion ensued regarding the dates and registration costs of the conference.

Council Member Waters Brown, Council Member Williams Palmer, and Vice Mayor Perez confirmed their interest in attending.

Mayor Dipaolo had no comments.

Consensus was reached to grant permission for Council Member Waters Brown, Council Member Williams Palmer, and Vice Mayor Perez to attend the conference.

COMMITTEE REPORTS: None.

COMMENTS BY VILLAGE MANAGER:

Village Manager Kryzda announced that the next Strategic Planning Session would be held on Saturday, August 9, 2025, at 9:00 a.m. and facilitated by the Treasure Coast Regional Planning Council. She stated that the lease agreement for the Kane Center on this evening's Consent Agenda would be the first to utilize the new Bob Souza Center. She reported that she had received appraisals for several properties requested by Mayor Dipaolo and would bring them before the Council for discussion.

Village Manager Kryzda reported that Staff had discussed a request made by Council Member Waters Brown to keep the Village Hall lobby open later. Staff made a recommendation to keep the lobby open until 5:00 p.m. and install a drop box for cash, checks, or money orders; these payments would not be subject to a late fee if submitted during normal business hours.

Discussion ensued regarding late penalties and processing time for money orders purchased over the weekend.

Mayor Dipaolo clarified that payments left in the drop box would be processed on the next business day.

APPROVAL OF AGENDA:

Motion was made to approve the Agenda by Council Member Onsager. Motion was duly seconded by Council Member Palmer and approved unanimously.

CONSENT AGENDA:

Motion was made to approve the Consent Agenda by Council Member Onsager. Motion was duly seconded by Council Member Waters Brown and approved unanimously.

1. Approval of the Minutes of the Council Meeting of June 12, 2025
2. Approval of an Amendment to the Kane Center Lease

REGULAR AGENDA:

3. Approval to Implement Paypoint HR Compensation and Classification Study Including Salary Adjustments and 2025 Pay Plan and Pay Grade Table

Village Manager Kryzda provided an overview of the item.

Mayor Dipaolo spoke in favor of rewarding Staff and attracting people from other cities to work for the Village by ensuring they are paid a competitive salary.

Discussion ensued regarding salary ranges and how competitive or comparable the Village's salaries are to other similar municipalities.

Council Member Onsager stated that it is more cost effective to retain employees than it is to hire new ones. She spoke in favor of providing better wages to Indiantown employees.

Village Manager Kryzda noted that higher wages for employees would translate to more money going back into the community.

Discussion ensued regarding pay scale adjustments in the context of cost-of-living adjustments.

Motion was made to accept Village Manager Kryzda's recommendations to: approve the implementation of the Paypoint HR compensation and classification study; do the recommended salary adjustments; approve the implementation of the 2025 Pay Plan; approve the position grade table; and revisit the matter in a few years by Council Member Palmer.

Vice Mayor Perez requested a workshop on the matter.

Discussion ensued regarding the Village of Indiantown's percentile bracket for salaries and employee recruitment challenges at the current salary rate.

Council Member Williams Palmer spoke in support of providing fair compensation commensurate to professional experience and regional cost of living.

Discussion ensued regarding whether all of the Council Members understood the proposal.

Linda Nycum urged the Council to make careful business decisions on behalf of the Village.

Motion was made to accept Village Manager Kryzda's recommendations to: approve the implementation of the Paypoint HR compensation and classification study; do the recommended salary adjustments; approve the implementation of the 2025 Pay Plan; approve the position grade table; and revisit the matter in a few years by Council Member Palmer. Motion was duly seconded by Council Member Onsager and approved 3–2, with Council

Member Waters Brown and Vice Mayor Perez dissenting.

Mayor Dipaolo reiterated the importance of retaining quality employees and attracting more people to do the work that will be required as the Village grows.

Council Member Onsager thanked all the Council Members for their input and restated that replacing employees generally costs more than retaining employees. She stated that taking care of the Village Staff is both the right thing to do and a smart business decision.

FIRST READING ORDINANCES: None

SECOND READING ORDINANCES: None

DISCUSSION ITEMS: None

ANNOUNCEMENTS:

Vice Mayor Perez announced two events scheduled for Friday, June 27, 2025:

- Family Market at 10:00 a.m. at Big Mound Park
- Mobile Pop-Up at 8:00 a.m. in Booker Park, in the same spot as the usual mobile food event, limited to 100 cars

Village Manager Kryzda announced a Water Day scheduled for Friday, June 27, 2025, at Big Mound Park from 10:00 a.m. to 12:00 p.m.

Village Manager Kryzda announced that she would be out of the office next week.

NEXT REGULAR MEETING: July 10, 2025

ADJOURNMENT: 7:09 p.m.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

LaRhonda McBride
Village Clerk

Carmine Dipaolo,
Mayor

Date

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: July 10, 2025

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Approval for the Contract Award of 2025-01 Electrical Continuing Services to Cyber Electric of Central Florida Inc. & Elevated Electrical LLC in the amount not to exceed \$250,000.00.

SUMMARY OF ITEM: Village staff is providing for consideration by Village Council for approval of the award of Contract *EPW 2025-01, Electrical Continuing Services* to Cyber Electric of Central Florida Inc. (Cyber) and Elevated Electrical LLC (Elevated), in a combined amount not to exceed \$250,000.00

Both firms will be added to a pre-qualified vendor pool for electrical contractor services and may be solicited by the Village of Indiantown for quotes on a project-by-project basis. The scope of services includes, but is not limited to, electrical work for the interior and exterior of Village buildings, parks, parking lots, and roadways.

On May 29, 2025, three (3) bids were received and publicly opened for this solicitation. The Selection Committee evaluated all submittals, including bid amounts and references. The Committee determined that Cyber and Elevated were the most responsive and responsible bidders, demonstrating both qualifications and the ability to meet the Village's performance expectations.

Village staff contacted references for both contractors, who provided positive feedback on the quality of work and timely project completion.

**FISCAL IMPACT
STATEMENT:**

The total combined amount for both contracts shall not exceed \$250,000.00. An estimate will be obtained for each individual service performed under the contract. Funding for these services will be allocated from either the Utilities or Parks budgets, depending on the nature and location of the work.

RECOMMENDATION: The Village Council approves the recommendation to authorize the execution of Contract EPW 2025-01, Electrical Continuing Services, with Cyber Electric of Central Florida Inc. and Elevated Electrical LLC, in a

combined amount not to exceed \$250,000.00.

PREPARED BY: Kali Beams

DATE: 06/26/25

ATTACHMENTS:

Description

[Final Tabulation.pdf](#)

[Cyber Electric of Central Florida Inc Contract.pdf](#)

[Elevated Electrical LLC Contract.pdf](#)



ITB 2025-01 ELECTRICAL CONTINUING SERVICES FINAL TABULATION

Date: June 5th, 2025 Time: 1:00pm

Location: 15516 SW Osceola St, Ste. C

Indiantown, FL 34956

COMMITTEE MEMBER	TOTAL SCORE VENDOR 1: Cyber Electric	TOTAL SCORE VENDOR 2: Elevated Electrical	TOTAL SCORE VENDOR 3: Florida Lighting Maintenance
Patrick Nolan	87	79	73
Taryn Kryzda	65	75	59
Deborah Resos	55	80	60
Total	207	234	192

ITB 2025-01 ELECTRICAL CONTINUING SERVICES

Taryn Kryzda - Score Sheet				
Criteria Scores	Max Points	Cyber Electric of Central Florida, Inc.	Elevated Electrical	Florida Lighting Maintenance
1. Equipment	10	0	0	10
2. Cost of Labor	20	10	20	9
3. Markup Percentage for Parts	20	15	15	10
4. Qualifications	50	40	40	30
Total Team Member - Kryzda	100	65	75	59

Patrick Nolan - Score Sheet				
Criteria Scores	Max Points	Cyber Electric of Central Florida, Inc.	Elevated Electrical	Florida Lighting Maintenance
1 Equipment	10	0	0	10
2 Cost of Labor	20	18	20	19
3 Markup Percentage for Parts	20	19	20	19
4 Qualifications	50	50	39	25
Total Team Member - Nolan	100	87	79	73

Debroah Resos - Score Sheet				
Criteria Scores	Max Points	Cyber Electric of Central Florida, Inc.	Elevated Electrical	Florida Lighting Maintenance
1 Equipment	10	0	0	10
2 Cost of Labor	20	10	20	15
3 Markup Percentage for Parts	20	15	20	15
4 Qualifications	50	30	40	20
Total Team Member - Resos	100	55	80	60

OVERALL TOTAL SCORES				
Criteria Scores	Max Overall Points	Cyber Electric of Central Florida, Inc.	Elevated Electrical	Florida Lighting Maintenance
1 Equipment	30	0	0	30
2 Cost of Labor	60	38	60	43
3 Markup Percentage for Parts	60	49	55	44
4 Qualifications	150	120	119	75
Total Overall Scores	300	207	234	192

**INDEPENDENT CONTRACTOR'S AGREEMENT
MASTER AGREEMENT FOR ELECTRICAL SERVICES**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement" or "Master Agreement") is made and entered into this ____ day of ____ 2025, by and between the **VILLAGE OF INDIANTOWN**, a Florida municipal corporation (hereinafter the "VILLAGE") and **CYBER ELECTRIC OF CENTRAL FLORIDA INC.** a Florida corporation (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the VILLAGE is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the VILLAGE OF INDIANTOWN; and

WHEREAS, the VILLAGE has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing electrical services in the VILLAGE and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, the VILLAGE has complied with its Procurement Policy by: CONTRACTOR was the successful bidder of a project competitively bid and identified as ITB-2025-01 Electrical Continuing Services which satisfies the VILLAGE's Procurement Policy; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents or proposal documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. **Description of Work.**

- a. The VILLAGE hereby retains CONTRACTOR to furnish goods and/or services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the VILLAGE, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Services, Work Authorization.**

- a. This Master Agreement anticipates a variety of projects being requested by the VILLAGE to be provided by the CONTRACTOR as determined necessary by the VILLAGE.
- b. All work to be performed by CONTRACTOR under this Master Agreement shall be authorized in writing by the VILLAGE. Such authorization will be referred to as a "Work Authorization" and shall reference this Master Agreement. Work Authorizations shall be in a form substantially similar to the form attached hereto as Exhibit "B".
- c. Work Authorizations shall contain a description of the work to be undertaken, a budget amount of the fee to be paid, and a time schedule.
- d. Work Authorizations may contain additional provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Master Agreement pertinent to the work to be undertaken. Such supplemental instruction or provision shall not be construed as a modification to this Master Agreement.
- e. When CONTRACTOR and the VILLAGE enter into a Work Authorization wherein the term of the Work Authorization expires on a date that is later than the date that this Master Agreement expires, the CONTRACTOR and the VILLAGE agree that the terms of this Master Agreement are Automatically extended until the expiration or full completion of the requirements of the Work Authorization has been performed. Cancellations by the Village of any remaining work prior to the full completion of the requirements of the Work

Authorization shall cause the terms of this Master Agreement to terminate at the same time. This provision only applies when the expiration of the Work Authorization extends beyond the expiration of this Master Agreement. It does not apply when a Work Authorization expires or is canceled prior to the expiration of this Master Agreement.

4. **Commencement and Completion/Term.** This Agreement has a Term of three year(s), beginning on ____ and ending on ____, and may be renewed for up to one additional Term of Two (2) years, upon agreement of the parties in writing. This Agreement may be terminated sooner in accordance with the terms of this Agreement.

5. **Payment.**

- a. The VILLAGE agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The VILLAGE reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

6. **Acceptance of Acceptance of work product, payment, and warranty.**

- a. Upon receipt of a the final work product in accordance with a Work Authorization, Exhibit "A" attached, and the Bid Documents, together with the CONTRACTOR's final invoice, sufficiently itemized to permit audit, the VILLAGE will diligently review same. When it finds the work acceptable under this Master Agreement and the applicable Work Authorization is fully performed, the Project Manager will issue a final certificate which indicated that the work provided for has been completed and that the Project Manager recommends that the entire balance found to be due to CONTRACTOR shall be paid to contractor within the time required by the Florida Local Government Prompt Payment Act, provided, however, that is a work authorization for a particular project provides for monthly invoices or an alternative billing schedule, contractor shall submit invoice(s) detailing all fees and expenses and in such event, the Work Authorization shall control, and the VILLAGE shall pay subject to the upper limit or lump sum fees set out in each Work Authorization. Before issuance of final certificate, CONTRACTOR shall submit a final contractor's affidavit satisfactory to the VILLAGE that all subcontractors, subconsultants, and other indebtedness connected to the work have been paid.
- b. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the VILLAGE any error appearing in the work as a result of CONTRACTOR's failure to

comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the VILLAGE will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

7. **Project management.** The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.

- a. VILLAGE's Project Manager is Kali Beams, Senior Buyer.
- b. CONTRACTOR's Project Manager is William Shockley, President

8. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To VILLAGE: Indiantown Village Council, Attention: Village Manager, 15516 SW Osceola St., Suite B, Indiantown, Florida 34956.
- b. To CONTRACTOR: Cyber Electric of Central Florida Inc., Attention: William Shockley, President, 5424 State Road 70 East Okeechobee FL, 34972

9. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the VILLAGE from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location, project, and work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed

operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00.

- iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.
- b. CONTRACTOR must furnish the VILLAGE with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The VILLAGE is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the VILLAGE before commencement of any work activities.
- c. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **Non-Exclusive Contract.** This Agreement is a non-exclusive contract; the VILLAGE is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.
11. **Termination.**
- a. Termination at Will: This Agreement may be terminated by the VILLAGE in whole or in part at any time without cause by the VILLAGE giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - b. Termination for Cause: This Agreement may be terminated by either party for cause by the VILLAGE or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

12. **Additional Provisions.** “None”

13. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR’s faithful performance and payment, and if at any time the surety is no longer acceptable to the VILLAGE, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the VILLAGE to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the VILLAGE. The VILLAGE will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the VILLAGE.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the VILLAGE places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the VILLAGE.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the VILLAGE Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- d. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. Independent contractor.

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the VILLAGE. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the VILLAGE. None of the benefits, if any, provided by the VILLAGE to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the VILLAGE to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the VILLAGE and is subject to the VILLAGE's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The VILLAGE will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. Indemnification.

- i. CONTRACTOR must indemnify and hold the VILLAGE harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the VILLAGE, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the VILLAGE against any claim that any product purchased or licensed by the VILLAGE from CONTRACTOR under this Agreement infringes a

United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the VILLAGE by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the VILLAGE and not considered to be the VILLAGE's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the VILLAGE to indemnification, the VILLAGE must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the VILLAGE decides to participate in the proceeding or defense, the VILLAGE will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
 - iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- g. Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the VILLAGE's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the VILLAGE to be sued by third parties in any matter arising out of this Agreement.
- h. Public records.**
- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the VILLAGE to perform the service.
 - 2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the VILLAGE.
 4. Upon completion of this Agreement, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If CONTRACTOR transfers all public records to the VILLAGE upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
 - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the VILLAGE's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by VILLAGE.
 - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the VILLAGE.
 - vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LARHONDA MCBRIDE, VILLAGE CLERK, AT (772) 597-8294, lmcbride@indiantownfl.gov; MAILING ADDRESS: 15516 SW OSCEOLA ST., SUITE B, INDIANTOWN FL 34956.**
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the VILLAGE's Project Manager to determine whether Federal or State funding is applicable to this Agreement.

- i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
- ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
- iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the VILLAGE, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the VILLAGE's sovereign immunity.
- iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies

or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the VILLAGE and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The VILLAGE and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The VILLAGE's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the VILLAGE or the State of Florida may have.

- vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the VILLAGE's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

j. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with VILLAGE for goods or services of any amount may be terminated at the option of VILLAGE if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of VILLAGE if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- k. Disclosure Requirements for “Foreign Countries of Concern”.** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable “foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”
- l. Public Entities Crime or Convicted Vendor List.** CONTRACTOR agrees and assumes a continuous duty to disclose to the VILLAGE if the CONTRACTOR or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.
- m. Data Management; Notice of Breach.** CONTRACTOR shall cooperate with the VILLAGE and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the VILLAGE must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.
- n. Environmental and Social Government and Corporate Activism.** The VILLAGE has not given preference or requested documentation from the CONTRACTOR based on CONTRACTOR’s social, political or ideological interest. CONTRACTOR agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.
- o. No Coercion for Labor or Services.** CONTRACTOR swears under penalty of perjury that CONTRACTOR does not use coercion for labor or services as defined as follows:

“Coercion” means:

- i. Using or threatening to use physical force against any person;
 - ii. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
 - iii. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
 - iv. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - v. Causing or threatening to cause financial harm to any person;
 - vi. Enticing or luring any person by fraud or deceit; or
 - vii. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.
- p. Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
- i. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
 - ii. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the VILLAGE staff do not suffice to legally bind the VILLAGE in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized VILLAGE representatives.
 - iii. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
 - iv. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

- v. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- vi. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- vii. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the VILLAGE's rights under this Agreement, or of any cause of action the VILLAGE may have arising out of the performance of this Agreement.
- viii. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- ix. **Law; Venue.** This Agreement is being executed in Martin County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., CONTRACTOR declares that CONTRACTOR has read the foregoing Section 14(o) above and that the facts stated in it are true.

VILLAGE OF INDIANTOWN, a Florida
municipal corporation

CARMINE DIPAOLO
MAYOR

ATTEST:

(Seal)

LARHONDA MCBRIDE, VILLAGE CLERK

Date signed by VILLAGE: _____

**CYBER ELECTRIC OF CENTRAL
FLORIDA, INC**, a Florida Corporation

by _____
William Shockley, as its President and
authorized agent

(CORPORATE SEAL)

ATTEST:

_____, Secretary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20____, by William Shockley of **CYBER ELECTRIC OF CENTRAL FLORIDA, INC**, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

**INDEPENDENT CONTRACTOR'S AGREEMENT
MASTER AGREEMENT FOR ELECTRICAL SERVICES**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement" or "Master Agreement") is made and entered into this ____ day of ____ 2025, by and between the **VILLAGE OF INDIANTOWN**, a Florida municipal corporation (hereinafter the "VILLAGE") and **ELEVATED ELECTRICAL LLC**, a Florida Limited Liability Company (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the VILLAGE is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the VILLAGE OF INDIANTOWN; and

WHEREAS, the VILLAGE has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing electrical services in the VILLAGE and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, the VILLAGE has complied with its Procurement Policy by: CONTRACTOR was the successful bidder of a project competitively bid and identified as ITB-2025-01 Electrical Continuing Services which satisfies the VILLAGE's Procurement Policy; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents or proposal documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. **Description of Work.**

- a. The VILLAGE hereby retains CONTRACTOR to furnish goods and/or services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the VILLAGE, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Services, Work Authorization.**

- a. This Master Agreement anticipates a variety of projects being requested by the VILLAGE to be provided by the CONTRACTOR as determined necessary by the VILLAGE.
- b. All work to be performed by CONTRACTOR under this Master Agreement shall be authorized in writing by the VILLAGE. Such authorization will be referred to as a "Work Authorization" and shall reference this Master Agreement. Work Authorizations shall be in a form substantially similar to the form attached hereto as Exhibit "B".
- c. Work Authorizations shall contain a description of the work to be undertaken, a budget amount of the fee to be paid, and a time schedule.
- d. Work Authorizations may contain additional provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Master Agreement pertinent to the work to be undertaken. Such supplemental instruction or provision shall not be construed as a modification to this Master Agreement.
- e. When CONTRACTOR and the VILLAGE enter into a Work Authorization wherein the term of the Work Authorization expires on a date that is later than the date that this Master Agreement expires, the CONTRACTOR and the VILLAGE agree that the terms of this Master Agreement are Automatically extended until the expiration or full completion of the requirements of the Work Authorization has been performed. Cancellations by the Village of any remaining work prior to the full completion of the requirements of the Work

Authorization shall cause the terms of this Master Agreement to terminate at the same time. This provision only applies when the expiration of the Work Authorization extends beyond the expiration of this Master Agreement. It does not apply when a Work Authorization expires or is canceled prior to the expiration of this Master Agreement.

4. **Commencement and Completion/Term.** This Agreement has a Term of Three (3) year(s), beginning on ____ and ending on ____, and may be renewed for up to one additional Term of Two (2) years, upon agreement of the parties in writing. This Agreement may be terminated sooner in accordance with the terms of this Agreement.

5. **Payment.**

- a. The VILLAGE agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The VILLAGE reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

6. **Acceptance of Acceptance of work product, payment, and warranty.**

- a. Upon receipt of a the final work product in accordance with a Work Authorization, Exhibit "A" attached, and the Bid Documents, together with the CONTRACTOR's final invoice, sufficiently itemized to permit audit, the VILLAGE will diligently review same. When it finds the work acceptable under this Master Agreement and the applicable Work Authorization is fully performed, the Project Manager will issue a final certificate which indicated that the work provided for has been completed and that the Project Manager recommends that the entire balance found to be due to CONTRACTOR shall be paid to contractor within the time required by the Florida Local Government Prompt Payment Act, provided, however, that is a work authorization for a particular project provides for monthly invoices or an alternative billing schedule, contractor shall submit invoice(s) detailing all fees and expenses and in such event, the Work Authorization shall control, and the VILLAGE shall pay subject to the upper limit or lump sum fees set out in each Work Authorization. Before issuance of final certificate, CONTRACTOR shall submit a final contractor's affidavit satisfactory to the VILLAGE that all subcontractors, subconsultants, and other indebtedness connected to the work have been paid.
- b. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the VILLAGE any error appearing in the work as a result of CONTRACTOR's failure to

comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the VILLAGE will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

7. **Project management.** The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.

- a. VILLAGE's Project Manager is Kali Beams, Senior Buyer.
- b. CONTRACTOR's Project Manager is Jess Machado, CEO

8. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To VILLAGE: Indiantown Village Council, Attention: Village Manager, 15516 SW Osceola St., Suite B, Indiantown, Florida 34956.
- b. To CONTRACTOR: Elevated Electrical LLC, Attention: Jess Machado, CEO, 1349 SW Goodman Ave, Port St Lucie FL 34953

9. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the VILLAGE from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location, project, and work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed

operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00.

- iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.
- b. CONTRACTOR must furnish the VILLAGE with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The VILLAGE is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the VILLAGE before commencement of any work activities.
- c. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **Non-Exclusive Contract.** This Agreement is a non-exclusive contract; the VILLAGE is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.
11. **Termination.**
- a. Termination at Will: This Agreement may be terminated by the VILLAGE in whole or in part at any time without cause by the VILLAGE giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - b. Termination for Cause: This Agreement may be terminated by either party for cause by the VILLAGE or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

12. Additional Provisions. “None”

13. General Provisions. CONTRACTOR must comply with the following general provisions:

- a. Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR’s faithful performance and payment, and if at any time the surety is no longer acceptable to the VILLAGE, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the VILLAGE to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the VILLAGE. The VILLAGE will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the VILLAGE.
- b. Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. Personal nature of Agreement; Assignment.**

 - i. The parties acknowledge that the VILLAGE places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the VILLAGE.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the VILLAGE Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- d. Discrimination.**

 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. Independent contractor.

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the VILLAGE. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the VILLAGE. None of the benefits, if any, provided by the VILLAGE to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the VILLAGE to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the VILLAGE and is subject to the VILLAGE's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The VILLAGE will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. Indemnification.

- i. CONTRACTOR must indemnify and hold the VILLAGE harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the VILLAGE, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the VILLAGE against any claim that any product purchased or licensed by the VILLAGE from CONTRACTOR under this Agreement infringes a

United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the VILLAGE by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the VILLAGE and not considered to be the VILLAGE's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the VILLAGE to indemnification, the VILLAGE must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the VILLAGE decides to participate in the proceeding or defense, the VILLAGE will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
 - iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- g. Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the VILLAGE's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the VILLAGE to be sued by third parties in any matter arising out of this Agreement.
- h. Public records.**
- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the VILLAGE to perform the service.
 - 2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the VILLAGE.
 4. Upon completion of this Agreement, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If CONTRACTOR transfers all public records to the VILLAGE upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
 - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the VILLAGE's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by VILLAGE.
 - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the VILLAGE.
 - vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LARHONDA MCBRIDE, VILLAGE CLERK, AT (772) 597-8294, lmcbride@indiantownfl.gov; MAILING ADDRESS: 15516 SW OSCEOLA ST., SUITE B, INDIANTOWN FL 34956.**
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the VILLAGE's Project Manager to determine whether Federal or State funding is applicable to this Agreement.

- i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
- ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
- iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the VILLAGE, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the VILLAGE's sovereign immunity.
- iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies

or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the VILLAGE and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The VILLAGE and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The VILLAGE's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the VILLAGE or the State of Florida may have.

- vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the VILLAGE's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

j. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with VILLAGE for goods or services of any amount may be terminated at the option of VILLAGE if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of VILLAGE if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- k. Disclosure Requirements for “Foreign Countries of Concern”.** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable “foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”
- l. Public Entities Crime or Convicted Vendor List.** CONTRACTOR agrees and assumes a continuous duty to disclose to the VILLAGE if the CONTRACTOR or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.
- m. Data Management; Notice of Breach.** CONTRACTOR shall cooperate with the VILLAGE and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the VILLAGE must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.
- n. Environmental and Social Government and Corporate Activism.** The VILLAGE has not given preference or requested documentation from the CONTRACTOR based on CONTRACTOR’s social, political or ideological interest. CONTRACTOR agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.
- o. No Coercion for Labor or Services.** CONTRACTOR swears under penalty of perjury that CONTRACTOR does not use coercion for labor or services as defined as follows:

“Coercion” means:

- i. Using or threatening to use physical force against any person;
 - ii. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
 - iii. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
 - iv. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - v. Causing or threatening to cause financial harm to any person;
 - vi. Enticing or luring any person by fraud or deceit; or
 - vii. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.
- p. Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
- i. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
 - ii. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the VILLAGE staff do not suffice to legally bind the VILLAGE in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized VILLAGE representatives.
 - iii. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
 - iv. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

- v. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- vi. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- vii. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the VILLAGE's rights under this Agreement, or of any cause of action the VILLAGE may have arising out of the performance of this Agreement.
- viii. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- ix. **Law; Venue.** This Agreement is being executed in Martin County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., CONTRACTOR declares that CONTRACTOR has read the foregoing Section 14(o) above and that the facts stated in it are true.

VILLAGE OF INDIANTOWN, a Florida
municipal corporation

CARMINE DIPAOLO
MAYOR

ATTEST:

(Seal)

LARHONDA MCBRIDE, VILLAGE CLERK

Date signed by VILLAGE: _____

ELEVATED ELECTRICAL LLC, a
Florida Limited Liability Company

by _____
Jess Machado, as its CEO and Manager

(CORPORATE SEAL)

ATTEST:

_____, Secretary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Jess Machado of **ELEVATED ELECTRICAL LLC**, a Florida Limited Liability Company, on behalf of the Limited Liability Company, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: July 10, 2025

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Approval of First Amendment to the Indiantown Community Trust Agreement Extending the Term of the Trust Agreement by 25 Years

SUMMARY OF ITEM: As the Village Council may recall, the Indiantown Community Trust, first established by FPL's Indiantown Cogeneration LP subsidiary in 1991, is set to expire on July 23, 2025. Almost a year ago, the Village Manager began reaching out to FPL with a request that the term of the Trust be extended, so that the income from the \$1,000,000.00 of Trust principal can continue to work for and benefit the Indiantown community.

After extensive efforts and exploration of numerous options, and with the assistance of Kevin Powers, who connected the Village with appropriate contacts within FPL, a straightforward solution has been arrived at -- the extension of the term of the Trust for an additional 25 years.

This agenda item is for the approval of a First Amendment to the Indiantown Community Trust Agreement to implement this solution. Per discussions with attorneys for FPL, minor revisions to technical elements of the First Amendment may be necessary to address regulatory compliance matters, so staff requests approval subject to technical revisions as approved by the Village Attorney.

FISCAL IMPACT STATEMENT: Continuation of the Indiantown Community Trust Fund for an additional 25 years.

RECOMMENDATION: Staff recommends that the Village Council approve the First Amendment to the Indiantown Community Trust Agreement extending the term of the Trust Agreement by 25 years, subject to technical revisions as approved by the Village Attorney.

PREPARED BY: Wade C Vose Esq DATE: 07/03/25

ATTACHMENTS:

Description

[First Amendment to Indiantown Community Trust Agreement rev 07-03-25.docx](#)

**FIRST AMENDMENT TO THE
INDIANTOWN COMMUNITY TRUST AGREEMENT**

THIS FIRST AMENDMENT to the Indiantown Community Trust Agreement is made this ____ day of July, 2025, by and between Indiantown Cogeneration, L.P., a Delaware limited partnership (“ICL”), and the Village of Indiantown, a Florida municipal corporation (the “Village”) (collectively, the “Parties).

WITNESSETH:

WHEREAS, the Indiantown Community Trust (“Trust”) was established by that certain Indiantown Community Trust Agreement dated July 23, 1991 (“Trust Agreement”) by and between ICL and the Martin County Board of County Commissioners (the “County”), as Trustee; and

WHEREAS, pursuant to Article 10 of the Trust Agreement and by that certain Assignment of Indiantown Community Trust Agreement dated April 25, 2018, the County assigned its rights and obligations as Trustee to the newly incorporated Village as Successor Trustee, which assignment was accepted by the Village by Village Resolution No. 023-2018; and

WHEREAS, pursuant to the Trust Agreement, a sum of \$1,000,000.00 was deposited by ICL to be held in trust, with the Trust income from such sum to be used for projects benefiting the Indiantown community; and

WHEREAS, Article 5 of the Trust Agreement presently provides:

**ARTICLE FIFTH: DISPOSITION OF TRUST PROPERTY ON
TERMINATION OF THE TRUST.**

On July 23, 2025, the Trustee shall distribute \$1,000,000.00 of Trust principal outright and free of trust to ICL or its successor in interest, as applicable. Any remaining principal and income of the trust shall accrue to the benefit of the Trustee (Martin County) upon termination of the Trust. These funds shall be used for purposes as most clearly relate to the purposes of the Trust as specified in Article Fourth of this Trust.

; and

WHEREAS, at the request of the Village on behalf of the Indiantown community, ICL has determined that it would be appropriate that the Trust Agreement be amended to extend the trust term for an additional 25 years, so that the income from the \$1,000,000.00 of Trust principal can continue to benefit the Indiantown community.

NOW, THEREFORE, in consideration of the premises and the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article 5 of the Trust Agreement is hereby amended to read as follows:

**ARTICLE FIFTH: DISPOSITION OF TRUST PROPERTY ON
TERMINATION OF THE TRUST.**

On July 23, 2050, the Trustee shall distribute \$1,000,000.00 of Trust principal outright and free of trust to ICL or its successor in interest, as applicable. Any remaining principal and income of the trust shall accrue to the benefit of the Trustee upon termination of the Trust. These funds shall be used for purposes as most clearly relate to the purposes of the Trust as specified in Article Fourth of this Trust.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives, effective the day and year first above written.

VILLAGE OF INDIANTOWN, a Florida
municipal corporation

ATTEST:

Carmine Dipaolo, Mayor

LaRhonda McBride, Village Clerk

Date: _____

Date: _____

INDIANTOWN COGENERATION , L.P., a
Delaware limited partnership

By: _____

Print Name: _____

Title: _____

Date: _____