

***TIFA***

*JULY 18, 2024*

# *AGENDA*

**TIFA LLC MEETING AGENDA**  
**July 18, 2024**  
**11:00 a.m.**  
**MEETING LOCATION**  
**CITY OF TITUSVILLE**  
**CITY HALL, COUNCIL CHAMBER, SECOND FLOOR**  
**555 S. WASHINGTON AVENUE – TITUSVILLE, FLORIDA**  
**Call in Number:**  
(US) 1-877-304-9269 (PIN: 480560)

**Roll Call**

**Action Items**

- I. Approval of the Minutes of the TIFA LLC Meeting June 20, 2024 (Presenter: Jeremy Lebrun)
  
- II. Consideration of Agreement with Atlantis Electrical Systems for Miscellaneous Electrical Services

**Financial Items and Reports**

- III. Ratification of Expenses Paid from Operating Account and Request for Reimbursement (Presenter: Jeremy Lebrun)

**Staff Reports / Informational Items**

**Other Business**

**Public Comment**

**Next Scheduled Meeting**

**Open Items**

**Adjournment**

*Any person who decides to appeal any decision of the TIFA Members with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

*TIFA desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a written request to the chairperson that the physically handicapped person desires to attend the meeting.*

*FIRST ORDER OF BUSINESS*

Date: July 18, 2024

To: TIFA LLC Management Committee

From: Sarah Sweeting, GMS, LLC

Subject: Approval of Minutes – June 20, 2024 TIFA LLC Meeting

**Summary Explanation & Background:** The draft minutes of the June 20, 2024 TIFA LLC meeting were previously circulated for review. The minutes of the TIFA LLC meeting are presented for review and approval. Since the draft minutes were circulated, no comments have been received.

**Source of Funds:** This action requires no funds.

Minutes of TIFA LLC Meeting  
June 20, 2024  
11:01 a.m.  
City Hall Council Chamber, Second Floor  
555 S. Washington Avenue  
Titusville, Florida

Persons in Attendance

Robbie E. Lee, Jr., Miami Corp. Management, LLC, TIFA Management Committee Member  
Jim Ball, City of Titusville, TIFA Management Committee Member  
Gene DeMayo, City of Titusville. Water Production Superintendent  
Kevin Cook, City of Titusville, Public Works Director  
Helen Hutchens, Farmton Water Resources (by telephone)  
Jeremy LeBrun, GMS LLC

Jeremy LeBrun conducted the meeting.

**Roll Call**

**Action Items**

**I. Approval of the Minutes of the TIFA LLC Meeting of May 16, 2024 (Presenter: Jeremy LeBrun)**

Member Ball moved to approve the May 16, 2024 meeting minutes as presented. Member Lee concurred and the motion passed.

**Financial Items and Reports**

**II. Ratification of Expenses Paid from Operating Account and Request for Reimbursement (Presenter: Jeremy LeBrun)**

Member Ball moved to ratify the expenses paid from the operating account and request for reimbursement. Member Lee concurred and the motion passed.

**Staff Reports/Informational Items**

**Other Business**

**Public Comment**

**Next Scheduled Meeting**

The next meeting will be held July 18, 2024.

**Open Items**

**Adjournment**

Member Lee moved to adjourn the meeting at 11:05 a.m. Member Ball concurred and the meeting adjourned.

*SECOND ORDER OF BUSINESS*



**AGREEMENT BETWEEN  
OWNER AND CONTRACTOR**

**THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTING WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS SIGNING, COMPLETION OR MODIFICATION.**

This Agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between:

TIFA LLC  
2836 Garden Street  
Titusville, FL 32796

(hereinafter called OWNER) and

Atlantis Electrical Systems LLC  
1270 Clearmont Street, Suite 3  
Palm Bay, FL 32905

(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

- 1.1 The Work is generally described as follows: provide miscellaneous electrical services within the TIFA Area IV Wellfield located in Brevard County, Florida. Miscellaneous electrical services shall include, but may not be limited to, troubleshooting electrical issues and making any necessary associated repairs, providing emergency response repair services including performing work after normal business hours if necessary, providing all electrical parts for repairs, and providing an electrical maintenance schedule for component end of life replacement.
- 1.2 The Project title is as follows: TIFA Area IV Wellfield, Miscellaneous Electrical Services

**ARTICLE 2. COMPENSATION AND PAYMENT**

- 2.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the following labor rates which may be adjusted from time to time upon mutual agreement by OWNER and CONTRACTOR:
  - a. Electrician (Normal Business Hours)                      \$85.00/hour
  - b. Electrician (Outside Normal Business Hours)              \$125.00/hour
- 2.2 Normal business hours are defined as 7:00 AM to 6:00 PM, Monday through Friday, excluding Federally recognized holidays.
- 2.3 Hours invoiced for a specific service date shall be based on the time spent within the wellfield property, beginning upon entering the wellfield at the Maytown Spur access gate

and ending upon exiting the wellfield at the Maytown Spur access gate. Added to this daily total shall be two (2) hours travel time.

- 2.4 OWNER'S personnel shall contact CONTRACTOR to schedule service visits and CONTRACTOR shall remain in contact with OWNER'S personnel regarding scheduled visits. Unless specifically authorized by OWNER due to an emergency or otherwise critical circumstance, CONTRACTOR'S personnel shall not enter the wellfield without first having been met at the Maytown Spur access gate by OWNER'S personnel. On a case by case basis, OWNER'S personnel may choose to accompany CONTRACTOR'S personnel during service visits.
- 2.5 Components used for electrical repairs shall be billed to OWNER at cost plus a 15-percent markup. CONTRACTOR shall provide an itemized list of parts utilized for the repairs and shall provide corresponding documentation (bill of materials, invoices, etc.) which adequately detail the cost of the items to OWNER'S satisfaction.
- 2.6 Invoices submitted by CONTRACTOR to OWNER for payment shall include the following information:
  - a. Date of service
  - b. Name of OWNER'S representative who requested the service
  - c. Time period of service (e.g, 1:00 PM to 3:00 PM)
  - d. Description of services performed
  - e. Name of electrician(s)
  - f. Labor cost calculated by multiplying the hours invoiced by the appropriate labor rate (see Articles 2.1 and 2.3)
  - g. Repair components cost and associated documentation (see Article 2.5)
- 2.7 OWNER shall provide CONTRACTOR with instructions regarding specific persons who should receive invoices for review on behalf of OWNER. Invoices received from CONTRACTOR shall be reviewed by OWNER for adequacy and any deficiencies shall be communicated to CONTRACTOR within seven (7) calendar days. CONTRACTOR shall address such deficiencies and submit a revised invoice to OWNER. Upon receipt of an acceptable invoice, payment shall be made by OWNER to CONTRACTOR within thirty (30) calendar days.

### **ARTICLE 3. INDEMNIFICATION**

- 3.1 In consideration of these premises and the additional sum of \$10.00 paid by OWNER, receipt of which is acknowledged by CONTRACTOR, CONTRACTOR agrees to and does hereby defend, indemnify and save OWNER and below additional designated entities harmless from and against any and all loss, damage, claims, actions, liability and expense in contract or in tort, whether justified or not, in connection with loss of life, bodily injury and/or property damage occurring on or about or arising out of those portions of the Work under CONTRACTOR'S control, or wherever arising if occasion wholly or in part by any act or omission of, or any defect in workmanship or material furnished by CONTRACTOR, his subcontractors, sub-subcontractors or any subcontractors or sub-subcontractors of any of them, or by his or their agents, servants, employees or materialmen, whether the same be during the progress of the Work or any time subsequent to the completion of the Work. The aforesaid shall include, but not be limited to, reasonable attorney fees and cost involved in arbitration or legal action both at

trial and appeal levels. OWNER shall have the right to withhold any monies due under this Agreement to CONTRACTOR until any pending or threatened actions or claims covered by the aforesaid have been settled and suitable evidence to that effect furnished to OWNER, except that monies due to CONTRACTOR will not be withheld under this provision when CONTRACTOR produces satisfactory evidence that he has adequate insurance coverage, as established by OWNER'S attorney. Additional designated entities protected by this provision include Miami Alternatives, LLC; Farmton Water Resources LLC; Farmton 5A, LLC and the City of Titusville.

#### **ARTICLE 4. ASSIGNMENT**

- 4.1 No assignment by a party hereto of any rights hereunder will be binding to another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- 4.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants and obligations contained herein.

#### **ARTICLE 5. LIENS AND CLAIMS**

- 5.1 CONTRACTOR shall promptly and properly pay for all labor employed, materials purchased and equipment hired by CONTRACTOR in connection with the Work; shall keep OWNER'S property free from any materialmen or mechanics liens and claims or notices in respect thereto arising by reason of CONTRACTOR'S Work; shall hold all payments received hereunder as trust funds to be first applied to the payment of any such liens or claims; and shall discharge the same within three (3) business days after any such lien or notice is filed. In the event that CONTRACTOR does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, OWNER, in addition to any and all other remedies, may forthwith terminate this Agreement, effective immediately.
- 5.2 In the event that CONTRACTOR fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by the said CONTRACTOR by reason of or in the fulfillment of this Agreement, whether or not a lien or notice of lien has been or may be filed with respect thereto, which bills or obligations in the opinion of OWNER are proper, OWNER, at his option but without being obligated to do so, may pay all or any part of such bills or obligations and deduct the amount of such payments from any sums due CONTRACTOR.

#### **ARTICLE 6. CUSTOM AND USAGE**

- 6.1 It is hereby agreed, any law, custom or usage to the contrary notwithstanding, that OWNER shall have the right at all times to enforce the conditions herein contained in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of OWNER in refraining from so doing; and further, that the failure of OWNER at any time or times to strictly enforce its rights hereunder shall not be construed as having created a custom in any way or manner contrary to the specific conditions hereof, or as having in any way modified or waived the same.

## **ARTICLE 7. SUBCONTRACTORS AND EMPLOYEES**

- 7.1 CONTRACTOR shall neither assign this Agreement nor employ a subcontractor for the execution of any part hereof, without the express written prior approval of OWNER. The OWNER reserves the right to reject any subcontractors or sub-subcontractors, materialmen or laborers from executing any part of the Work to be performed hereunder. CONTRACTOR agrees that he will be responsible for the acts and omissions of his subcontractors, and their employees to the same extent that he is responsible for acts and omissions of persons directly employed by him. CONTRACTOR agrees to bind every subcontractor and sub-subcontractor, and every subcontractor and sub-subcontractor agrees to be bound by the terms of this Agreement so far as same is applicable to his Work. Nothing contained herein, or in any statute or governmental regulation, shall obligate OWNER to pay or see to the payment of any monies for any subcontractor, sub-subcontractor or materialman, or to pay or assure the withholding or payment of any taxes, or other payroll deductions required by law to be withheld from wages of employees of CONTRACTOR or any subcontractors or sub-subcontractors. CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the Work any person unfit for or not skilled in the Work assigned to him. If any employee or subcontractor of CONTRACTOR causes a breach of the peace or disturbance in and around the Work area, or is otherwise unfit for or unskilled in the Work assigned to him, OWNER may require that CONTRACTOR replace said employee or subcontractor within twenty-four (24) hours of a written notice from OWNER to CONTRACTOR. The CONTRACTOR shall designate an individual to be its authorized on-site supervisor, which designee must be approved by OWNER, which approval will not be unreasonably withheld. However, the foregoing shall not be construed or interpreted that OWNER in any way interferes with CONTRACTOR'S right to hire and fire his employees, assign duties to them, fix their working hours, wages or terms and conditions of employment, which right shall be absolute.
- 7.2 CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof or of the Work provided for therein or of his right, title or interest therein, to any person, firm or corporation without the written consent of OWNER. CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of this Agreement for the benefit of OWNER.

## **ARTICLE 8. CONTRACTOR'S WARRANTY**

- 8.1 The Work shall be guaranteed against defective workmanship and materials for a period of one (1) year from the date of completion. OWNER will give notice of observed defects with reasonable promptness during said warranty period. CONTRACTOR shall promptly repair said defects to OWNER'S satisfaction.

## **ARTICLE 9. CONTRACTOR'S INSURANCE**

- 9.1 CONTRACTOR shall not commence Work under this Agreement until he has obtained and provided insurance, of the character and in the amounts specified in attached Exhibit I, that will protect OWNER and all additional named insureds and CONTRACTOR against all liabilities, damages and accidents. Additionally, all Subcontractors shall meet these insurance requirements. The insurance obtained by CONTRACTOR and Subcontractors is subject to the approval of OWNER. CONTRACTOR shall not allow any Subcontractor to commence Work on his subcontract until all insurance required of the Subcontractor has been so obtained, provided, and approved. Neither the approval of OWNER, nor a failure to disapprove insurance furnished by CONTRACTOR or any Subcontractor, shall release CONTRACTOR or Subcontractor of full responsibility for liability, damages and

accidents as set forth herein.

9.2 CONTRACTOR shall submit all required Certificates of Insurance (COI's) as specified in attached Exhibit I. OWNER has the right to grant exceptions to the insurance requirements on a case by case basis but is not obligated to do so. The provision of compliant COI's by CONTRACTOR and all Subcontractors is a necessary precursor to proceeding with the Work.

9.3 In addition to compliance with the insurance requirements, CONTRACTOR and each Subcontractor shall furnish OWNER a fully executed "Release, Hold Harmless and Indemnity Agreement" in order to be granted access to the Work area (see attached Exhibits IIA, IIB and IIC).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR.

This Agreement will be effective on \_\_\_\_\_.

CONTRACTOR

Atlantis Electrical Systems  
1270 Clearmont Street, Suite 3  
Palm Bay, FL 32905  
321-271-9197

OWNER

TIFA LLC  
2836 Garden Street  
Titusville, FL 32796  
321-567-3855

By \_\_\_\_\_

By \_\_\_\_\_

Thomas Crumbliss, President  
(Print Name and Title)

Robbie E. Lee, Jr., Manager  
(Print Name and Title)

By \_\_\_\_\_

Jim Ball, Manager  
(Print Name and Title)

ATTEST

ATTEST

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Print Name and Title)

Address for giving notices:

Address for giving notices:

P.O. Box 61569

2836 Garden Street

Palm Bay, FL 32906

Titusville, FL 32796

**EXHIBIT I**

**CONTRACTOR INSURANCE REQUIREMENTS**

- A. The Contractor shall not commence Work until he has obtained and provided insurance of the character specified below and in such amounts that will protect the Owner, all additional named insureds and the Contractor against all liabilities, damages and accidents. Additionally, all Subcontractors shall meet these insurance requirements. The insurance obtained by the Contractor and Subcontractors is subject to the approval of the Owner. The Contractor shall not allow any Subcontractor to commence Work on their subcontract until all insurance required of the Subcontractor has been so obtained, provided and approved. Neither the approval of the Owner, nor a failure to disapprove insurance furnished by the Contractor or any Subcontractor, shall release the Contractor or Subcontractor of full responsibility for liability, damages, and accidents as set forth herein.
  
- B. The Contractor shall submit all required Certificates of Insurance (COI's) to the Owner. The Owner has the right to grant exceptions to the insurance requirements on a case by case basis but is not obligated to do so. The provision of compliant COI's by the Contractor and all Subcontractors is a necessary precursor to the issuance of a Notice to Proceed for the Work.
  
- C. For purposes of the following insurance requirements, "Insured" shall refer to any Contractor or Subcontractor.

I.	<b>WORKERS COMPENSATION:</b>	Statutory Limits
	Employers Liability:	
	Bodily Injury by Accident	\$1,000,000 each accident
	Bodily Injury by Disease	\$1,000,000 policy limit
	Bodily Injury by Disease	\$1,000,000 each employee

Insured must provide a Waiver of Subrogation endorsement in favor of the following entities:

- a. Miami Alternatives, LLC
- b. Farmton Water Resources LLC
- c. TIFA LLC
- d. City of Titusville
- e. Farmton 5A, LLC

Any company that contends that it is legally exempt from workers compensation coverage within the State of Florida may request approval to be exempt from the above workers compensation insurance requirements. In order to make such a request, the company must submit for review a valid "Certificate of Election to be Exempt" as issued by the Florida Division of Worker's Compensation. Upon approval of the submitted certificate (if granted), the company will be exempt from the above workers compensation coverage requirements.

II. **COMMERCIAL GENERAL LIABILITY:** (Occurrence Form)

General Aggregate (Per Job Site)	\$2,000,000
Products/Completed Operations, Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$ 100,000

Coverage shall include Contractual Liability and the Per Project Aggregate Limit shall be applicable to the General Liability Coverage.

III. **COMMERCIAL AUTOMOBILE LIABILITY:**

Combined Single Limit (Each Accident)	\$1,000,000
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All Owned, Non-Owned & Hired Vehicles shall be insured.

IV. **UMBRELLA LIABILITY:**

Each Occurrence	\$2,000,000
Aggregate – per job site	\$2,000,000
Self Insured Retention – not in excess of	\$ 10,000

V. Insured shall name the following entities on its Commercial General Liability, Business Automobile Liability and Umbrella Liability Policies as Additional Insureds:

- a. Miami Alternatives, LLC
- b. Farmton Water Resources LLC
- c. TIFA LLC
- d. City of Titusville
- e. Farmton 5A, LLC
- f. Directors, officers, managers, agents, owners and employees of the above entities

Such policies shall be endorsed to provide primary & non-contributory coverage to the Additional Insureds in relation to any and all other liability insurance policies carried by or for the benefit of the Additional Insureds.

VI. Neither the Owner or the above named Additional Insureds shall be responsible for, nor shall they insure, the personal property of the Insured including, but not limited to, tools and equipment located at the job site.

VII. Insured shall purchase and maintain such insurance with insurance companies acceptable to the Owner. The companies must maintain a minimum A.M. Best insurance rating of A-IX.

- VIII. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to Miami Alternatives, LLC. The certificate holder shall read:

Miami Alternatives, LLC  
Attn: Helen Hutchens  
410 North Michigan Avenue, Suite 590  
Chicago, IL 60611

- IX. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to Farmton Water Resources LLC. The certificate holder shall read:

Farmton Water Resources LLC  
Attn: Helen Hutchens  
410 North Michigan Avenue, Suite 590  
Chicago, IL 60611

- X. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to TIFA LLC. The certificate holder shall read:

TIFA LLC  
Attn: Kevin Cook  
2836 Garden Street  
Titusville, FL 32796

- XI. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to the City of Titusville. The certificate holder shall read:

City of Titusville  
Attn: Thomas A. Abbate  
555 S. Washington Avenue  
Titusville, IL 32796

- XII. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to Farmton 5A, LLC The certificate holder shall read:

Farmton 5A, LLC  
Attn: Helen Hutchens  
410 North Michigan Avenue  
Suite 590

- D. The Contractor and each Subcontractor shall maintain such required insurance as identified herein, and no modification or change of insurance coverage and provision shall be made without thirty (30) days written advance notice to the Owner.
- E. In addition to compliance with the insurance requirements, the Contractor and each Subcontractor shall execute the Release, Hold Harmless and Indemnity Agreement provided as Exhibit II.



**EXHIBIT IIA**

**RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT**

For purposes of this Release, Hold Harmless and Indemnity Agreement (“hereafter referred to as the “Agreement”), the following definitions are hereby established:

“Landowner” – Any of the following entities: Miami Alternatives, LLC; Farmton 5A, LLC

“Indemnitees” – TIFA LLC and its officials, owners, directors, officers, managers, employees, members, representatives, affiliates, successors and agents.

“Company” – ATLANTIS ELECTRICAL SYSTEMS, LLC

(Print Company Name)

In consideration of the Indemnitees permitting personnel of the Company to enter into certain designated areas in which the Landowner has an interest in real property, the Company hereby agrees to:

(1) Waive, release and discharge the Indemnitees from any and all liability for death, disability, personal injury, property damage, property theft or action of any kind which may hereafter accrue to owners, directors, officers, managers, employees, members, shareholders, representatives, affiliates, subsidiaries, or agents of the Company, and,

(2) Indemnify and hold harmless Indemnitees from any and all liability or claims made by other individuals or entities as a result of actions on Landowner’s property by the owners, directors, officers, employees, managers, members, shareholders, representatives, affiliates, subsidiaries, or agents of the Company.

(3) Reimburse Indemnitees for any necessary expenses, attorney’s fees and costs incurred in the enforcement of any part of this Agreement plus interest on any amount unpaid at the rate of 18% per annum (or the maximum amount allowed by law, whichever is less) within thirty days after receiving written notice that the Indemnitees have incurred them.

The undersigned Company representative hereby swears that he or she has full legal authority to execute this Agreement on behalf of the Company and full legal authority to bind the Company to the terms of this Agreement.

Witness: Michelle Groulx

Name: THOMAS CRUMBLISS

Witness: \_\_\_\_\_

Title: PRESIDENT

Signature: Thomas Crumbliss

Date: 4/26/2024

**EXHIBIT IIB**

**RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT**

For purposes of this Release, Hold Harmless and Indemnity Agreement (“hereafter referred to as the “Agreement”), the following definitions are hereby established:

“Landowner” – Any of the following entities: Miami Alternatives, LLC; Farmton 5A, LLC

“Indemnitees” – Miami Alternatives, LLC; Farmton Water Resources LLC; Farmton 5A, LLC; and the owners, directors, officers, managers, employees, members, shareholders, representatives, affiliates, subsidiaries, and agents of these named entities.

“Company” – ATLANTIS ELECTRICAL SYSTEMS, LLC  
(Print Company Name)

In consideration of the Landowner permitting personnel of the Company to enter into certain designated areas in which the Landowner has an interest in real property, the Company hereby agrees to:

(1) Waive, release and discharge the Indemnitees from any and all liability for death, disability, personal injury, property damage, property theft or action of any kind which may hereafter accrue to owners, directors, officers, managers, employees, members, shareholders, representatives, affiliates, subsidiaries, or agents of the Company, and,

(2) Indemnify and hold harmless Indemnitees from any and all liability or claims made by other individuals or entities as a result of actions on Landowner’s property by the owners, directors, officers, employees, managers, members, shareholders, representatives, affiliates, subsidiaries, or agents of the Company.

(3) Reimburse Landowner for any necessary expenses, attorney’s fees and costs incurred in the enforcement of any part of this Agreement plus interest on any amount unpaid at the rate of 18% per annum (or the maximum amount allowed by law, whichever is less) within thirty days after receiving written notice that the Landowner has incurred them.

The undersigned Company representative hereby swears that he or she has full legal authority to execute this Agreement on behalf of the Company and full legal authority to bind the Company to the terms of this Agreement.

Witness: Michelle Groulx

Name: Thomas Crumbliss

Witness: \_\_\_\_\_

Title: President

Signature: Thomas Crumbliss

Date: 4/24/2024

**EXHIBIT IIC**

**RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT**

For purposes of this Release, Hold Harmless and Indemnity Agreement (“hereafter referred to as the “Agreement”), the following definitions are hereby established:

“Landowner” – Any of the following entities: Miami Alternatives, LLC; Farmton 5A, LLC

“Indemnitees” – City of Titusville and its officials, directors, officers, managers, employees, representatives, affiliates, successors and agents.

“Company” – ATLANTIS ELECTRICAL SYSTEMS, LLC

(Print Company Name)

In consideration of the Indemnitees permitting personnel of the Company to enter into certain designated areas in which the Landowner has an interest in real property, the Company hereby agrees to:

(1) Waive, release and discharge the Indemnitees from any and all liability for death, disability, personal injury, property damage, property theft or action of any kind which may hereafter accrue to owners, directors, officers, managers, employees, members, shareholders, representatives, affiliates, subsidiaries, or agents of the Company, and,

(2) Indemnify and hold harmless Indemnitees from any and all liability or claims made by other individuals or entities as a result of actions on Landowner’s property by the owners, directors, officers, employees, managers, members, shareholders, representatives, affiliates, subsidiaries, or agents of the Company.

(3) Reimburse Indemnitees for any necessary expenses, attorney’s fees and costs incurred in the enforcement of any part of this Agreement plus interest on any amount unpaid at the rate of 18% per annum (or the maximum amount allowed by law, whichever is less) within thirty days after receiving written notice that the Indemnitees have incurred them.

The undersigned Company representative hereby swears that he or she has full legal authority to execute this Agreement on behalf of the Company and full legal authority to bind the Company to the terms of this Agreement.

Witness: Michelle Groulx

Name: THOMAS CRUMBLISS

Witness: \_\_\_\_\_

Title: PRESIDENT

Signature: Thomas Crumbliss

Date: 4/26/2024

*THIRD ORDER OF BUSINESS*

**TIFA LLC**  
**INVOICE APPROVAL BY MANAGERS**

**WHEREAS**, the undersigned are the duly appointed and acting Managers of TIFA LLC, which operates pursuant to that certain Limited Liability Company Operating Agreement of TIFA LLC dated May 24, 2010 (“Operating Agreement”); and,

**WHEREAS**, at a duly called and noticed public meeting of the Managers as indicated below, the undersigned approved the contract and/or authorized the expenditure as indicated below, and further authorized the managers to execute the Invoice Approval by Managers form reflecting such authorized expenditures in order to process payments.

**Previous Authorizations**

<b>TIFA Meeting Date</b>	<b>Approved</b>	<b>Total Contract or Expenditure Authorized</b>
7/18/2024	Imprest Account Reimbursement from Depository Account	See Attached

**NOW, THEREFORE**, the Managers of TIFA LLC, based upon the previous TIFA authorizations, approve the following payments:

<b>Invoice Description</b>	<b>Total Amount</b>	<b>Pursuant to Previous TIFA Authorization Date</b>	<b>Invoice Payment</b>
Transfer to imprest account at Northern Trust ending *8866	\$13,724.95	7/18/2024	To be paid by TIFA upon this approval

Except as otherwise set forth herein, defined terms shall have the meaning set forth in the Operating Agreement. This Action may be executed in several counterparts, and all counterparts so executed shall constitute one Approval binding on all parties.

**IN WITNESS WHEREOF**, the undersigned represent and warrant that each is the duly authorized and appointed agent of TIFA LLC.

\_\_\_\_\_  
Robert E. Lee, Manager

\_\_\_\_\_  
Jim Ball, Manager

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

**TIFA LLC**  
**Check Detail**  
 June 10 through July 12, 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	1410	06/16/2024	The Colinas Group		103.00 · Cash- Nort...		-2,000.00
Bill	O-869-...	06/06/2024			508.00 · Wetland Mo...	-2,000.00	2,000.00
TOTAL						-2,000.00	2,000.00
Bill Pmt -Check	1411	06/13/2024	The City of Titusville		103.00 · Cash- Nort...		-4,086.96
Bill		06/13/2024			501.00 · O&M Operat...	-4,086.96	4,086.96
TOTAL						-4,086.96	4,086.96
Bill Pmt -Check	ACH0...	06/12/2024	Florida Power & Light		103.00 · Cash- Nort...		-7,637.99
Bill	June	06/12/2024			511.00 · Utilities	-7,637.99	7,637.99
TOTAL						-7,637.99	7,637.99