

**INTERLOCAL AGREEMENT BETWEEN  
MARTIN COUNTY AND THE VILLAGE OF INDIANTOWN  
FOR USE OF TIMER POWERS PARK**

This Interlocal Agreement ("Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Martin County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the Village of Indiantown, a municipal corporation chartered under the laws of the State of Florida, hereinafter referred to as the "Village".

**WITNESSETH:**

**WHEREAS**, the Village wishes to use the County's Timer Powers Park located at 14100 SW Citrus Boulevard, Indiantown, Florida for the purposes of conducting a Heritage Festival.

**WHEREAS**, the County is willing to allow such use of all of Timer Powers Park for the purposes of the event under the following terms and conditions:

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The County hereby agrees the Village shall have exclusive use of Timer Powers Park, and as further defined on the attached "Exhibit A" for the purpose of producing and conducting the Village's Heritage Festival the 3<sup>rd</sup> week of January, and in accordance with the following schedule:

A) Set-Up Phase Jan. 19, 2026 through Jan 21, 2026 of the week prior to the event.

B) Clean-Up Phase Jan. 26, 2026 through Jan 28, 2026 of the week after the event.

- C) The allowable hours for each phase will be coordinated with and approved in accordance with the Martin County Special Event Permit through the Parks and Recreation Department, as outlined below.

2. The Village hereby agrees it shall:

- A) No later than six months prior to the first day of the Heritage Festival, the Village shall ensure compliance with requirements of the Board directed policy for 'Amusement and Entertainment Policy and Procedures' dated March 25, 2025, as amended, which is incorporated herein by reference. No later than six months prior to the first day of the Heritage Festival, the Village shall submit to the County's Parks and Recreation Department, a fully completed Special Event Permit Application including all required attachments in accordance with the County's Special Event Handbook and Application, which is incorporated herein by reference. Failure to submit a timely, fully complete

application shall be grounds for the County to deny use of Timer Powers Park for the Heritage Festival for the applicable year.

- B) Be solely responsible for ensuring that all events occurring on the premises are conducted in a safe and professional manner, in accordance with all applicable federal, state, and local laws as well as the County's rules and regulations.
- C) Be solely responsible for providing the necessary personnel to install, repair, alter, and remove the equipment, facilities, or trash required to conduct the show; and to leave the premises in the same or better condition as existed before the Heritage Festival.

### 3. Additional Provisions.

- a. Attorney's Fees. The parties expressly agree that each party will bear its own attorney's fees and court costs incurred in connection with this Agreement.
- b. Waive Jury Trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.
- c. Venue. This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions shall be in in Martin County Circuit Court.
- d. Entire Agreement. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matter contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the parties to this Agreement with respect to the matter and things addressed herein, either written or oral.
- e. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.
- f. Notification. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested at the address listed below, or upon the actual date of delivery, if hand delivered, to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

TO: County Administrator, Martin County  
2401 SE Monterey Road, Stuart, FL 34996  
Phone: 772-220-7129      Contracts@Martin.FL.US

COPIES TO: Parks Director, Martin County

2401 SE Monterey Rd.  
Stuart, FL 34996  
Phone: 772-221-1420                      KAbbate@Martin.FL.US

and  
County Attorney, Martin County  
2401 SE Monterey Road  
Stuart, FL 34996  
Phone: 772-288-5442                      Swoods@Martin.FL.US

TO:                      Village Manager, Village of Indiantown  
                            P.O. Box 398  
                            Indiantown, FL 34956  
                            Phone: 772-597-9900                      TKryzda@indiantownfl.gov

COPIES TO: Village Attorney Village of Indiantown  
                            324 W. Morse Blvd.  
                            Winter Park, FL 32789  
                            Phone: 407-645-3735                      Wvose@indiantownfl.gov

- g. Waiver. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement.
- h. Assignment. This Agreement may not be assigned by either party.
- i. Amendments. This Agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least 90 days prior to the proposed effective date of the amendment.

4. Term and Termination.

This Agreement shall remain in effect from the Effective Date hereof for a period of three years. This Agreement may be terminated by either party by delivering to the other party written notice thereof prior to May 1 of a given calendar year, whereupon the Agreement will thereby terminate on September 30<sup>th</sup> at 11:59pm of that year. The Agreement may be otherwise terminated in a manner agreed by the parties in writing.

5. Dispute Resolution.

Disputes under this Agreement may be resolved by the County's Authorized Representatives and the Village's Authorized Representatives. Notwithstanding the provisions of Chapter 164, Florida Statutes, the parties agree that if such Authorized Representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, prior to initiating any legal proceeding, the parties shall first select a mutually acceptable mediator to conduct a

mediation of the issues involved. The parties agree to be responsible for the mediator's fees and costs in equal amounts.

6. No Third-Party Beneficiaries.

Notwithstanding any reference to agreements with third parties as set forth herein, this Interlocal Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns, and they are not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any provision thereof.

7. Filing.

This Amendment shall be filed by Martin County with the Clerk of the Circuit of Martin County, Florida.

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement: MARTIN COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through the Board's Chairman, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2025, and the VILLAGE OF INDIANTOWN, signing by and through its Board, duly authorized to execute same.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

SARAH W. WOODS  
COUNTY ATTORNEY

ATTEST:

Larhonda McBride

LARHONDA MCBRIDE,  
VILLAGE CLERK



VILLAGE OF INDIANTOWN

Carmine DiPaolo

CARMINE DIPAOLO, MAYOR

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

Waide C. Vose

WAIDE C. VOSE, VILLAGE ATTORNEY