

AGREEMENT FOR VILLAGE WIDE SECURITY SYSTEM SERVICES AND EQUIPMENT

THIS AGREEMENT is made and entered into this 2nd day of July, 2026 (the “Effective Date”) by and between the Village of Estero, a Florida municipal corporation, (the “Village”), 9401 Corkscrew Palms Circle, Estero, FL 33928, and Moretz Engineering Technologies, LLC, DBA Mock Engineering Technologies, a Florida corporation, (the “Contractor”), with offices at 2240 Hemingway Dr. Suite H, Fort Myers, FL 33912, collectively referred to as the “Parties.”

WHEREAS, the Village is in the process of development of a sports complex and entertainment district, and has also developed passive park areas within the Village; and

WHEREAS, the Village also owns or operates several other Village business and recreational facilities; and

WHEREAS, the Village determined that it was necessary to solicit for security system design consulting services and related security system equipment installation vendors; and

WHEREAS, to that end, the Village issued RFP 10226, Village Wide Security System (the RFP), on February 10th 2026; and

WHEREAS, by the proposal submission deadline, the Village had received four responsive proposals from responsible proposers; and

WHEREAS, the Village’s proposal evaluation committee evaluated the proposals and ranked the proposal of the Contractor (the Proposal) as the top-ranked proposal and recommended to Village Council that the Village negotiate a contract with Contractor; and

WHEREAS, at is June 17th 2026 meeting, the Village Council approved the evaluation committee’s recommendation and authorized the Village Manager to finalize negotiations with the Contractor; and

WHEREAS, the Village staff have completed their negotiations with the Contractor and the Parties have reached agreement on the terms and conditions set forth in this Agreement; and

WHEREAS, the Village Council finds that entry into this Agreement is in the Village’s best interests.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE and CONTRACT DOCUMENTS. The Contractor shall provide the services as outlined in **Attachment “A”**, hereinafter referred to as the “**Scope of Services.**” This Agreement shall consist of the following Contract Documents:

- This Agreement

- The RFP (including all addenda issued thereunder)
- The Contractor's written Proposal

In the event of any conflict between the Contract Documents, the earlier listed document shall take precedence over the later.

ARTICLE 2: SCOPE OF SERVICES. The Contractor shall provide the services and associated commodities set forth in the Scope of Services set forth in **Attachment "A"**, hereinafter referred to as **"Scope of Services."**

ARTICLE 3: COMPENSATION. The Contractor shall be compensated in the amounts and at the times set forth in **Attachment "B"**, hereinafter referred to as **"Compensation & Payments."**

ARTICLE 4: CONFLICTS OF INTEREST AND LIMITATION OF USE OF VILLAGE STAFF AND ASSETS. The Contractor shall not be permitted to utilize any Village personnel, equipment, electronic systems or other Village subcontractors to perform any work or project of any kind other than to assist in the performance of the Scope of Services outlined in **Attachment "A."** Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement. To ensure this restriction is complied with, neither the Contractor, nor any of its staff assigned to perform or provide the required Scope of Services, shall engage in any other employment or contractual work, or have or hold any other employment or contractual relationship or interest, which would create a conflict of interest between Contractor's duty to the Village set forth herein and the Contractor's duty to any other person or entity.

ARTICLE 4: TERM AND EXTENSION OF AGREEMENT. Notwithstanding the date of execution, the initial Term of this Agreement shall become effective at 12:01 a.m. on the Effective Date, and shall expire on the earlier of either the Village's hiring of a candidate for the position or on the close of business, **December 31st 2028**. The Agreement may thereafter be extended by the Village Manager for up to one (1) additional year should the Manager determine such extension is necessary to allow all of the Scope of Services to be provided.

ARTICLE 5: TERMINATION. This Agreement may be terminated by either Party for any or no reason by providing the other at least ten (10) days written notice of termination.

ARTICLE 6: NOTICES. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement (and any additional address set forth below), to the following:

If to Village:	Village of Estero Attn: Village Manager
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If to Contractor:	Moretz Engineering Technologies, LLC Attn: Debra Moretz, President
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ARTICLE 7: GENERAL CONDITIONS.

A: PUBLIC RECORDS. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the Village to perform the services provided hereunder.
- (b) 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, Florida Statutes, or as otherwise provided by law.
- (c) 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 the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Village.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall 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.

If the Contractor fails to comply with the requirements in this Article 7(A), the Village may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

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 AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE

**VILLAGE'S CUSTODIAN OF PUBLIC
RECORDS: BY TELEPHONE
(239.221.5035), E-MAIL
(records@estero-fl.gov), OR MAIL (VILLAGE
OF ESTERO, OFFICE OF THE VILLAGE
CLERK, 9401 CORKSCREW PALMS CIRCLE,
ESTERO, FLORIDA 33928.**

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations. Additionally, the Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

C: LICENSES. The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.

D: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Contractor to Village shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the Village. The Village shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Village as provided for herein, and in light of the fact that at least some of the Scope of Services will be provided locally within the Village with vehicular use occurring, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the following coverages and coverage limits:

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. Workers' Compensation - Statutory benefits as defined by Florida Statutes Chapter 440 encompassing all operations contemplated by this Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Compliance with foreign state worker compensation laws for out of state providers will also be considered. Workers' Compensation liability will have minimum limits of:

\$500,000 per accident

\$500,000 disease limit

\$500,000 disease - policy limit

- The required minimum limit of liability shown in a. or b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Proof of such insurance coverages will be provided to the Village upon request.

E: NON-ASSIGNABILITY. The Contractor understands that the nature of the services to be provided under this Agreement are highly specialized and the Village will rely heavily on the specific institutional knowledge and experience of the Contractor's staff to be assigned to perform the services. Therefore, Contractor may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village. In the event Contractor's experienced staff assigned to perform the work no longer work for Contractor, or Contractor ceases to assign such staff to perform the services required in this Agreement, the Village may terminate the Agreement immediately.

F: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the Parties shall be cumulative and either Party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

G: MERGER: This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

F: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Village if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Village within ten (10) days of the date of such occurrence.

In the event the Village determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Village may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Village may pursue any and all other legal remedies against the Contractor.

G: IMMIGRATION COMPLIANCE; E-VERIFY: Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Village.

Pursuant to Florida Statutes § 448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Village cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Village that it has registered with and uses the E-Verify system. If Contractor

enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Village shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

H: HUMAN TRAFFICKING AFFIDAVIT: The Contractor shall provide the Village with the no-coercion affidavit required by Florida Statutes § 787.06, in the form provided by the Village's procurement staff.

I: PERSONAL IDENTIFYING INFORMATION: Pursuant to Florida Statutes § 287.138, in the event the Project would require the Contractor to possess the personal identifying information of citizens provided by the Village, Contractor will be required to complete a Foreign Country of Concern Attestation.

ARTICLE 8: TRADE SECRETS. The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

“Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it

when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by owner to have access thereto for limited purposes.

However, the Village will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to Village solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. **PLEASE NOTE** that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency as confidential. Thus, the mere designation of an entire submission as “confidential” will be insufficient to comply with this requirement.

While the Village will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the Village, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the Village’s legal counsel and, if Village legal counsel agrees with the designation, the Village will assert the exemption and redact the relevant materials. If the Village’s counsel disagrees with the designation, Village staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The Village notes that absent some unusual justification, a bidder’s or proposer’s contract price shall not constitute a trade secret.

ARTICLE 9: INDEMNIFICATION AND PRESERVATION OF IMMUNITY. To the greatest extent allowed by applicable law, the Contractor releases and shall indemnify, hold harmless, and defend each Village Indemnified Party (defined as the Village, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney’s fees at all levels, arising out or by reason of negligent actions or omissions of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the Village of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Village expressly reserves these rights to the full extent allowed by law.

ARTICLE 10: APPLICABLE LAW, VENUE. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Lee County, Florida. Venue for any federal court action shall be in the Ft. Myers Division of the United States District Court for the Middle District of Florida.

ARTICLE 11: ATTORNEYS' FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or related appeal(s).

ARTICLE 12: AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

ARTICLE 13: HEADINGS; EXECUTION. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

ARTICLE 14: SEVERABILITY. In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

ARTICLE 15: NO THIRD-PARTY BENEFICIARY. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

ARTICLE 16: AUTHORITY TO EXECUTE. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives below.

Moretz Engineering Technologies, LLC

Village of Estero

By: _____
Debra Moretz, President

By: _____
Steve Sarkozy, Village Manager

Scope of Services

Task 1: Village Hall

Install 6-CD43 Dome Cameras (30 days) with 5 Year Camera License
Install 1-CF83-E Fisheye Camera (30 days) with 5 Year Camera License
Install 11-AD34 Card Reader for Door Access (reuse existing cable/strikes/maglocks for 11)
 Install 16 Door Access Controller
 Includes 5 Year Door Access License for 8 Doors
Install 1-BP Wireless Alarm Panel with 5 Year Advanced Video Alarm License for 1 Site
 Includes 4-BR33 Wireless Panic Buttons and 1-WH52 Wireless Hub
Install Cat 6A Riser Cable and 1-24 Port Patch Panel Cat 6A in existing Rack
Install 24 Port PoE Switch, Surge Protection and Battery Back-Up
Includes shipping, cables, connectors and miscellaneous materials
Programming, testing and training included.

Task 2: Estero River Park

Install 2-CH52-E Outdoor Multi-Sensor Cameras (30 days) (Restroom)
 Includes 5 Year Multi-Sensor Camera License
Install 1-CF63-E Bullet Varifocal Camera (30 days) with 5 Year Camera License (Bridge View)
Install 1-CR63-HW Outdoor Cellular Camera*** (30 days) with 5 Year Camera License
 (Gate View) with Battery Back-Up and includes:
 Solar Panel, Solar Panel Mount, Pole for Camera and Solar Mount
Install 4-AD34 Card Reader for Door Access
 Install 4 Door Access Controller and 4-Electric Strikes
 Includes 5 Year Door Access License for 4 Doors
Install Cellular Gateway with 5 Year Cellular Gateway License***
Install Cat 6A Riser Cable and 1-12 Port Patch Panel Cat 6A in 6 RU Enclosed Rack
Install 16 Port PoE Switch, Surge Protection and Battery Back-Up
Includes shipping, cables, connectors and miscellaneous materials
Programming, testing and training included.

***Cellular Data Plan not included – to be provided by Village of Estero

Task 3: SportsPark-Pre-Construction layout & design

Design, lay-out and engineer Verkada Cameras and Door Access that aligns with Village of Estero's security and operational requirements.

Task 4: River Oaks-Pre-Construction layout & design

Design, lay-out and engineer Verkada Cameras and Door Access that aligns with Village of Estero's security and operational requirements.

Task 5: Regional Pond-Pre-Construction layout & design

Design, lay-out and engineer Verkada Cameras and Door Access that aligns with Village of Estero's security and operational requirements.

Compensation and Payments

PAYMENTS TO CONTRACTOR SHALL BE AS FOLLOWS:

The Contractor shall be paid as follows:

Task		Fees	Fee Type
1	Village Hall	\$ 63,604.00	Lump Sum
2	Estero River Park	\$ 42,650.00	Lump Sum
3	SportsPark Pre-Construction	\$ 3,400.00	NTE
4	River Oaks Pre-Construction	\$ 2,040.00	NTE
5	Regional Pond Pre-Construction	\$ 1,360.00	NTE
Total		\$ 113,054.00	Lump Sum/NTE

Hourly rate \$85/hr