

CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

DATE: May 17, 2022

BETWEEN: RIZZETTA & COMPANY, INC.
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "Consultant")

AND: TRAILER ESTATES PARK & RECREATION DISTRICT
1903 69TH AVENUE WEST
BRADENTON, FLORIDA 34207

(Hereinafter referred to as "District," and together with Consultant, the "Parties.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract ("Contract") is for the Consultant to provide services to the District in Manatee County, as follows:
 - A. **ASSESSMENT METHODOLOGY SERVICES** – Preparation of the Special Assessment Allocation Report detailing the method of allocating the benefit and cost of improvements funded through the District's proposed taxable bank loan ("Series 2022 Note"). This report will allocate the assessments over the benefited units using a methodology conforming with the requirements of Chapters 170, Florida Statutes. In addition, Consultant will coordinate with District Counsel, Bond Counsel, Financial Advisor, as needed, to ensure compliance with the requirements of the Series 2022 Note documents. These services will also include preparation of an assessment roll, attendance at board meetings, workshops and phone conferences, as required.

All services will be completed in a timely manner in conjunction with the timeframes set forth by the District.

II. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- I. **ASSESSMENT METHODOLOGY SERVICES**, as described above, will be billed on a lump sum basis of \$15,000, including out-of-pocket expenses.



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For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services following the successful adoption of the report by the Board of Trustees. It is understood that payment for these services will be included in the cost of issuance of the Series 2022 Note. However, payment for such services are not contingent upon successful issuance of the Series 2022 Note. If the Series 2022 Note is not issued, payment shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice.

- ii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- III. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- IV. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.
- V. **RESPONSIBILITIES.**
 - A. **DISTRICT RESPONSIBILITIES.** The District shall furnish all appropriate maps, data and information relative to the project and also provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
 - B. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Florida Law, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- VI. **TERMINATION.** This Contract may be terminated as follows:
 - A. By the District for "good cause" immediately which shall include misfeasance,



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malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written notice to Consultant electronically at the address noted herein.

- B. By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.
- C. By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

VII. GENERAL TERMS AND CONDITIONS.

- A. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- B. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Manatee County, Florida.
- C. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.

VIII. INDEMNIFICATION.

- A. **DISTRICT INDEMNIFICATION.** To the extent the Consultant or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the Consultant from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the Consultant. The



Rizzetta & Company

**CONTRACT FOR PROFESSIONAL ASSESSMENT CONSULTING SERVICE
TRAILER ESTATES PARK & RECREATION DISTRICT**

District's obligation to defend, indemnify, and hold harmless the Consultant as set forth herein shall not exceed the monetary limits of any endorsement listing the Consultant as an additional insured party pursuant to Section IX of this Agreement. If there is no such endorsement, the District's defense, indemnity, and hold harmless obligations as set forth in this Section shall not exceed the monetary limitations of liability set forth in Section 768.28, *Florida Statutes*. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, Trustees, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

- IX. ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.
- X. NOTICES.** All notices, requests, consents and other communications under this Contract ("Notices") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:	Trailer Estates Park & Recreation District 1903 69 th Avenue West Bradenton, FL 34207
With a copy to:	Blalock Walters 802 11 th Street West Bradenton, FL 34206 Attn: District Counsel
If to the Consultant:	Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United



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States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XI. **EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XII. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XIII. **THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.

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CONTRACT FOR PROFESSIONAL ASSESSMENT CONSULTING SERVICES
TRAILER ESTATES PARK & RECREATION DISTRICT

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Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY:



PRINTED NAME:

William J. Rizzetta

TITLE:

President

DATE:

5/31/2022

TRAILER ESTATES PARK & RECREATION DISTRICT

BY:



PRINTED NAME:

DUANE TROTTER

TITLE:

Chairman/Vice Chairman

DATE:

5/24/2022

ATTEST:



Vice Chairman/Assistant Secretary
Board of Trustees

Lori A. Dalton

Print Name

Exhibit A – Municipal Advisor Disclaimer



& Company

Professionals in Community Management

rizzetta.com

EXHIBIT A
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.



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