

DISASTER LAW AND CONSULTING, LLC



CONTRACT FOR DISASTER RECOVERY SERVICES

THIS CONTRACT FOR DISASTER RECOVERY SERVICES (“Contract”) is entered into as of the last date found below by and between Disaster Law and Consulting, LLC, (“CONTRACTOR”), and the Marshall Creek Community Development District (“MCCDD”). The terms and conditions of this Contract are as follows:

1. **Contract Purpose:** CONTRACTOR will assist MCCDD with any issues related to disaster recovery and emergency management.
2. **Role of Contractor:** CONTRACTOR agrees to provide the services as detailed and itemized below. CONTRACTOR will begin work immediately upon execution of this Contract or as directed by MCCDD.
 - A. CONTRACTOR’s primary role is to assist MCCDD with the preparation and filing of a Second Appeal with FEMA related to claims that resulted from Hurricane Irma, DR-4337.
 - B. CONTRACTOR shall assist MCCDD with any issues related to the Federal Emergency Management Agency’s (FEMA) Public Assistance program.
 - C. CONTRACTOR will assist MCCDD with any issues relating to the Florida Division of Emergency Management (FDEM).
 - D. CONTRACTOR will maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by MCCDD to ensure proper accounting for all project funds. These records shall be made available to MCCDD or any authorized representative and shall be retained for five (5) years after the expiration of this Contract unless permission to destroy them is granted by MCCDD. Notwithstanding, CONTRACTOR understands and agrees that all documents of any kind provided to the MCCDD in connection with this Agreement may be public records, and, accordingly, CONTRACTOR agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. CONTRACTOR acknowledges that the designated public records custodian for the MCCDD is Janice Davis (“Public Records Custodian”). Among other requirements and to the extent applicable by law, CONTRACTOR shall 1) keep and maintain public records

required by the MCCDD to perform the service; 2) upon request by the Public Records Custodian, provide the MCCDD with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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's term and following this Agreement's term if CONTRACTOR does not transfer the records to the Public Records Custodian of the MCCDD; and 4) upon completion of this Agreement, transfer to the MCCDD, at no cost, all public records in CONTRACTOR'S possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by CONTRACTOR, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the MCCDD in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT C/O INFRAMARK, (954) 282-0081 or SANDRA.DEMARCO@INFRAMARK.COM, 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071.

- E.** CONTRACTOR will provide monthly invoices to MCCDD. CONTRACTOR will use standard accounting procedures in calculating such costs and shall make its books relating to this Contract available for inspection by representatives of MCCDD at any time upon request.
- 3. Term of Contract:** The term of this Contract shall extend from the date of final execution below, to May 1, 2025, and the term may be extended in yearly increments by mutual written agreement of the parties. The Contract may be terminated by either party for convenience at any time with 10-day notice.
- 4. Compensation:** It is agreed that MCCDD will contract with CONTRACTOR for services at the rate of \$250 per hour. DLC will provide MCCDD with a monthly invoice that is to be paid within 30 days of receipt.
- 5. Independent Contractor:** CONTRACTOR specifically acknowledges that it is not an employee or agent of MCCDD but rather is an independent contractor in all respects and for all purposes.
- 6. Notice and Contact:** The name and contact information of CONTRACTOR's Contract Manager is:

Tony Ettore
Disaster Law and Consulting, LLC
3122 Mahan Drive
Suite 801-224
Tallahassee, Florida 32308
tony@dlc-law.org
850-445-2306

The name and contact information of MCCDD's Contract Manager is:

Inframark
Attn: Janice Davis
12574 Flagler Center Boulevard, Suite 101
Jacksonville, Florida 32258
janice.davis@inframark.com
904-436-4102

With copies to:

Michael C. Eckert
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
850-567-0558
michael.eckert@kutakrock.com

7. **Modification:** Modifications to this Contract shall only be valid if reduced to writing and duly signed by each of the parties. Any such modifications shall be attached to the original Contract.
8. **Counterparts:** This Contract may be executed in counterparts any one of which may be taken as an original.
9. **Governing Law:** This Contract shall be governed by and enforced in accordance with the laws of the State of Florida without giving effect to the conflict of law principles thereof. Venue shall be proper for any disputes pursuant to this Contract in St. Johns County, Florida. The parties specifically waive their right to a jury trial in any action brought to enforce the terms of this Contract.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Disaster Recovery Services to be executed by their undersigned officials as duly authorized.

For Disaster Law and Consulting, LLC:



Anthony J. Ettore, CEO

5/1/2023
Date

For the Marshall Creek CDD:



Kathy Moss, Chair

5/1/2023
Date