

FIRE PROTECTION ASSESSMENT
WORK ORDER No. 2018-1
SPECIAL INSTALLMENT PAYMENT RIDER

FROM: Mark G. Lawson
Mark G. Lawson, P.A.

TO: Contract Administrator
Upper Captiva Fire Protection and Rescue Service District

1. SPECIAL INSTALLMENT PAYMENT AGREEMENT. Mark G. Lawson, P.A. (the "Firm" or "MGLPA") is independent of and has consulted with the Assessment Professionals specifically approved in Work Order No. 2018-1 (the "Work Order"), and in consideration of the difficult and expensive operational circumstances foisted on smaller independent fire protection districts by the Legislature under the provisions of ch. 191, Florida Statutes, and the small size and budget of the Upper Captiva Fire Protection and Rescue Service District ("District"), MGLPA and the Assessment Professionals have all agreed to allow for the District to pay the partially contingent lump sum due under Section 4 of the Work Order on the following extraordinary conditions:

(a) If the Commission directs MGLPA to proceed after the delivery of the written executive summary report described in Task 5 of the Work Order, any contingent payments for professional services otherwise earned, accruing and due thereafter pursuant to the Work Order can be paid by the District in at least five (5) equal annual installments. Such installment payment concession presents valuable consideration exchanged and is conditioned upon the District (i) continuing to employ and use MGLPA to separately service the annual imposition and collection of the assessments on an on-going basis after the certification of the first year's assessment roll for collection using the Uniform Collection Method, and (ii) so long as the District additionally pays MGLPA an annual negotiated fee (which shall be the standard lump sum fee provided on an evergreen basis to other municipalities), plus actual costs, to annually service the imposition of assessments using the Uniform Collection Method.

(b) The District can pay the foregoing installment payment balance at any time in full.

(c) So long as all installment payments are timely made in full when due, no interest will be charged.

(d) The District may terminate the annual evergreen or on-going service relationship at any time for cause or convenience; provided however, that the balance of the installment payment arrangement outstanding will then become due in full unless otherwise mutually agreed to in writing by the parties agreeing to some other ongoing payment arrangement until payment is made in full by the District.

(e) The District will pay all actual costs due under the Work Order, promptly upon receipt of invoicing.

(f) Except as otherwise provided in writing by the parties, the parties agree to abide by Florida's Prompt Payment Act as to any amounts earned, due and owing to the Firm.

2. INCORPORATION. This Rider incorporates by reference the Professional Services Agreement and Work Order between the parties, and except as modified herein, the Professional Services Agreement and Work Order remain in effect.

3. GENERAL.

(a) This unusual installment payment over time approach recognizes the challenges faced by the District, allows the District access to extraordinary and focused economic and engineering advice and expertise, and superior data development for solid decision-making, and access to special legal expertise to structure and implement an efficient, equitable, and repeatable means to fund the availability of fire protection and essential services that now consume considerable District property tax revenues. Such approach likely will avoid to some significant degree the disproportional use of additional property taxes or ad valorem tax increases to fund the District's annual budget for service and capital availability enjoyed by all District property owners.

(b) This Rider may be executed in multiple counterparts.

(b) This Rider shall become effective when executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto agree, and have executed this Rider.

MARK G. LAWSON, P.A.

By: _____
Authorized Signatory

**UPPER CAPTIVA FIRE PROTECTION
AND RESCUE SERVICE DISTRICT**

By: _____
Its duly authorized Chair