

**TRAILER ESTATES PARK AND RECREATION DISTRICT  
TRUSTEE PROTECTION POLICY - TRUSTEE AGREEMENT**

**PP 6**

Members of the Board of Trustees who are made a party to any action, suit, or proceeding solely by reason of his or her holding office in the District shall be indemnified by the District against reasonable expenses, including attorney's fees, incurred by him or her in defending such suit, action, or proceeding, except with respect to matters wherein it shall be adjudged in such proceeding that such Trustee is liable for negligence or misconduct in the performance of his or her duties. Upon request by any Trustee, the District shall reimburse the Trustee for such expenses, as they are incurred, provided that prior to any such payments being made by the District, the Trustee has entered into an agreement with the District to reimburse the District for such payments if it is adjudged in such proceeding that the Trustee has committed negligence or misconduct in the performance of his or her duties.

**REIMBURSEMENT AGREEMENT**

This Agreement (“Agreement”) is made and entered by and between the Trailer Estates Park and Recreation District (“District”) and \_\_\_\_\_, a member of the Board of Trustees of the District (“Trustee”).

**WITNESSETH:**

**WHEREAS**, pursuant to the Trailer Estates Special Act, Chapter 2002-361, any Trustee who is made party to an action, suit or proceeding solely by reason of his or her holding office in the District shall be indemnified by the District against reasonable expenses, including attorney’s fees, incurred by him or her in defending such suit, action, or proceeding, except with respect to matters wherein it shall be adjudged in such proceeding that such Trustee is liable for negligence or misconduct in the performance of his or her duties; and

**WHEREAS**, Section 111.07, Florida Statutes, authorizes any political subdivision of the state to provide an attorney to defend any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of any of its officers, employees, or agents for an act or omission arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the officer, employee, or agent acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; and

**WHEREAS**, if a political subdivision is authorized to provide an attorney pursuant to Section 111.07, Florida Statutes, and fails to do so, the political subdivision is required to reimburse any such defendant for court costs and reasonable attorney’s fees should such defendant prevail in the action; and

**WHEREAS**, pursuant to Section 111.07, Florida Statutes, any attorney's fees paid from public funds for any officer, employee, or agent who is found to be personally liable by virtue of acting outside the scope of his or her employment, or was acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety,

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or property, may be recovered by the political subdivision in a civil action against such officer, employee, or agent; and

**WHEREAS**, at common law, a public body is obligated to furnish or pay fees for counsel to defend a public official subjected to attack either in criminal or civil proceedings where the conduct complained of arises out of or in connection with the performance of his official duties; and

**WHEREAS**, the District has adopted Policy PP 55 which provides that, upon request by any Trustee, the District shall reimburse the Trustee for reasonable expenses, including legal fees, incurred by the Trustee in defending any action, suit or proceeding to which the Trustee is made a party solely by reason of his or her holding office in the District, provided that prior to any such payments being made by the District, the Trustee must enter into an agreement with the District to reimburse the District for such payments if it is adjudged in such proceeding that the Trustee has committed negligence or misconduct in the performance of his or her duties; and

**WHEREAS**, pursuant to the Florida Constitution, public funds may not be utilized for other than a public purpose.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein, and the sum of TEN (\$10.00) dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

**1. Reimbursement for District Payments.** In consideration of the District making payments on behalf of Trustee in accordance with District Policy PP 55, Trustee agrees to reimburse the District for all such payments upon a determination being made in the subject legal proceeding that the Trustee committed negligence or misconduct. Trustee shall have fifteen (15) days from the entry of such a final determination being entered, including any appeals, to reimburse District for any funds forwarded by District pursuant to Policy PP 55. Should Trustee fail to reimburse the District within 15 days as required herein, Trustee understands that the District may be required by law to institute legal action to seek reimbursement under the terms of this Agreement.

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2. **Attorney's Fees.** Should either party seek legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees and court costs from the non-prevailing party.

IN WITNESS WHEREOF, the parties have executed this Agreement on \_\_\_ day of \_\_\_\_\_, 20\_\_.

Trustee: \_\_\_\_\_

\_\_\_\_\_ (print)

Trailer Estates Park and Recreation District Board of Trustees

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_