

**AGREEMENT BETWEEN
LAKE COUNTY VALUE ADJUSTMENT BOARD AND
JOHN ROBINSON
FOR
VAB SPECIAL MAGISTRATE SERVICES
RFP #22-540**

This is an Agreement between the Lake County Value Adjustment Board ("VAB" or "BOARD") and John Robinson, and his/her/its successors and assigns (the "CONTRACTOR" or "SPECIAL MAGISTRATE").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Statements of Qualifications (RFP) #22-540 seeking firms to provide special magistrate services in conjunction with the VAB's needs; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, SPECIAL MAGISTRATE warrants and represents that SPECIAL MAGISTRATE meets the qualifications of section 194.035, Florida Statutes, as applicable, to SPECIAL MAGISTRATE'S appointment as a real property appraiser special magistrate, attorney special magistrate, or tangible personal property special magistrate; and

WHEREAS, SPECIAL MAGISTRATE warrants and represents that SPECIAL MAGISTRATE has successfully completed the current Florida Department of Revenue Training and has submitted to the VAB Clerk or designee a statement or certificate of completion, or that SPECIAL MAGISTRATE will successfully complete said training and submit a statement or certificate of completion prior to commencement of hearings.

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The above recitals are true and correct and incorporated in this Agreement.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONTRACTOR to provide appraisal professional services in conjunction with the VAB's needs (the "Service").

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the VAB hereby engages the CONTRACTOR to provide any assigned labor, materials, and equipment to complete the Service in accordance with the Scope of Services, attached and incorporated by reference as **Attachment A**. It is

understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the Purchasing Policies and Procedures of Lake County, Florida. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

3.2 The CONTRACTOR and the VAB acknowledge that this Agreement is for a twelve (12) month term and that the CONTRACTOR shall complete the work as specified in the Scope of Services. The VAB has the option to renew this Agreement for up to four (2) additional one (1) year periods. The prices set forth in this Agreement will prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Prior to completion of each exercised contract term, the VAB may, in the VAB's sole discretion, consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the CONTRACTOR's responsibility to request any pricing adjustment in writing under this provision. The CONTRACTOR's written request for adjustment must be submitted at least thirty (30) calendar days prior to expiration of the then current contract term and clearly substantiate the requested increase. The written request for adjustment must not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the VAB will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered. The VAB reserves the right to reject any written price adjustments submitted by the CONTRACTOR and to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is the VAB's prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the VAB.

All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the VAB of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the VAB. No additional days will be granted for rain delays.

3.3 The CONTRACTOR will be solely responsible for obtaining all necessary approvals, permits, certifications, credentials, and licenses to complete the Service.

3.4 The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONTRACTOR during the term of this Agreement.

The CONTRACTOR shall not subcontract the Services without the VAB's express, prior written consent, which consent may be withheld for any reason or no reason. Any subcontractors used by CONTRACTOR shall include in their agreement with CONTRACTOR an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

3.5 The CONTRACTOR agrees that this will be an open quantity contract. The VAB will not guarantee to the CONTRACTOR any minimum amount of work throughout the term of this Agreement. Furthermore, the CONTRACTOR agrees and acknowledges that in the event the CONTRACTOR cannot meet the VAB's specifications, including but not limited to, time for completion, or cost for individual

portions or aspects of the Services, that the VAB may offer the portions or aspects of the Services to any alternate contractor.

3.6 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period must, unless terminated by mutual written agreement between the VAB and the CONTRACTOR, continue until completion at the same prices, terms and conditions.

Article 4. Payment

4.1 The VAB shall pay and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations under this Agreement as provided in the Pricing Schedule which is attached and incorporated by reference as **Attachment B**. The CONTRACTOR shall bill per hour spent providing services under this Agreement. In no event may the CONTRACTOR bill the VAB for any mileage, meal, travel, or other expenses that are not included in the hourly rate.

Any hourly rate quoted will be deemed to provide full compensation to the CONTRACTOR for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

4.2 The CONTRACTOR shall submit invoices in duplicate no later than the tenth (10th) of each month. All invoices must contain the solicitation number, purchase order number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate VAB representative, and a detailed description of services provided.

4.3 The VAB shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The VAB will not make payment on partial delivery of supplies, services, or materials.

Article 5. County Responsibilities

5.1 The VAB shall pay in accordance with the provisions set forth in this Agreement.

5.2 The VAB retains the right to inspect all work to verify compliance with this Agreement. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

Article 6. Special Terms and Conditions

6.1 Claims and Disputes.

A. Claims by the CONTRACTOR must be made in writing to the VAB within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services".

B. The CONTRACTOR shall proceed diligently with its performance as directed by the VAB, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the VAB in writing. The VAB shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

C. Claims by the CONTRACTOR will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the VAB will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the VAB will specify the grounds for denial. The CONTRACTOR will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the VAB that the original claim stands as is. (2) If the claim is not resolved, the VAB may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the VAB declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the VAB against the CONTRACTOR must be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the VAB. Written supporting data will be submitted to the CONTRACTOR. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services". The CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the VAB may submit the matter to mediation as set forth in (C) above.

E. Arbitration will not be considered as a means of dispute resolution.

6.2 [reserved]

6.3 Termination. This Agreement may be terminated by the VAB upon ten (10) calendar days' written notice to the other party; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the VAB until the work, service, or task is completed and accepted.

A. **Termination for Convenience.** In the event this Agreement is terminated or cancelled upon the request and for the convenience of the VAB with the required ten (10) calendar days' written notice, the VAB will reimburse the CONTRACTOR for actual work satisfactorily completed.

B. **Termination for Cause.** Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR will be excluded from the above provision. Termination costs, if any, will not apply. The ten (10) calendar days' written notice requirement is waived in the event of termination for cause.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years.** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be canceled and the CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

6.4 Assignment of Agreement. This Agreement may not be assigned except with the written consent of the VAB's Procurement Services Director. No such consent will be construed as making the VAB a party to the assignment or subjecting the VAB to liability of any kind to any assignee. No assignment will under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the VAB must be through the CONTRACTOR. Additionally, unless otherwise stipulated in this Agreement, the CONTRACTOR shall notify and obtain prior written consent from the VAB prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the VAB may result in termination of this Agreement for default.

6.5 Insurance.

A. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the VAB, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the VAB, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that the CONTRACTOR has coverage in accordance with the requirements of this section, must be furnished by the CONTRACTOR to the VAB and Procurement Services Director within five (5) working days of such request and must be received and accepted by the VAB prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance must insure the CONTRACTOR is in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the VAB responsible for any payment or compensation.

- (iv) Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (v) Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. The VAB, must be named as an additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section of the Certificate.

C. Certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

D. The CONTRACTOR must provide a copy to the VAB's of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

E. Certificates of insurance must evidence a waiver of subrogation in favor of the VAB, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the VAB.

F. Certificate holder must be:

LAKE VAB, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF VAB COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions must appear on the certificates and will be subject to approval by the VAB. At the option of the VAB, the insurer must reduce or eliminate such self-insured retentions; or the CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The VAB will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR and subcontractor providing such insurance.

I. The CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the VAB evidencing coverage and terms in accordance with the Contractor's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

K. Neither approval by the VAB of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, will relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth in this Agreement.

6.6 Indemnity. The CONTRACTOR shall indemnify and hold the VAB and its agents, officers, commissioners and employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees to indemnify, and hold the VAB and its agents, officers, commissioners, and employees, free and harmless from and against

any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR's duties as set forth in this Agreement.

6.7 Independent Contractor. The CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the VAB. The CONTRACTOR will have no authority to contract for or bind the VAB in any manner and shall not represent itself as an agent of the VAB or as otherwise authorized to act for or on behalf of the VAB. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.8 Return of Materials. Upon the request of the VAB, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the VAB all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the VAB pursuant to this Agreement.

6.9 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.10 Conflict of Interest. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONTRACTOR hereby certifies that no officer, agent, or employee of the VAB has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the VAB.

6.11 Retaining Other Contractors. Nothing in this Agreement will be deemed to preclude the VAB from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. The CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the VAB.

6.12 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided in this Agreement.

6.13 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The VAB reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

6.14 Right to Audit. The VAB reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the VAB's choosing. The CONTRACTOR shall provide access to all of its records,

which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the VAB for three (3) complete calendar years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the VAB to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work under this Agreement.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the VAB in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the VAB's audit must be reimbursed to the VAB by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the VAB's audit findings to the CONTRACTOR.

6.15 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the VAB will be the property of the VAB and will be turned over to the VAB upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the VAB are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the VAB.

B. Any copyright derived from this Agreement will belong to the author. The author and the CONTRACTOR must expressly assign to the VAB nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable for the VAB's use which may include publishing in the VAB's documents and distribution as the VAB deems to be in the VAB's best interests. If anything included in any deliverable limits the rights of the VAB to use the information, the deliverable will be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the VAB to perform the services identified in this Agreement.
2. Upon request from the VAB's custodian of public records, provide the VAB 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 for by law.
3. 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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the VAB.

4. Upon completion of the contract, transfer, at no cost, to the VAB all public records in possession of the CONTRACTOR or keep and maintain public records required by the VAB to perform the service. If the CONTRACTOR transfers all public records to the VAB upon completion of the contract, 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 contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VAB, upon request from the VAB's custodian of public records, in a format that is compatible with the information technology systems of the VAB.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AMY MUNDAY, AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT AMUNDAY@LAKECOUNTYFL.GOV.

Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

6.16 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

6.17 [reserved]

6.18 Protection of Property. CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of the VAB which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the VAB reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, signs, or other property must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the VAB.

Furthermore, the CONTRACTOR shall repair or replace any portion of any of the VAB's facility, whether interior or exterior, damaged by reason of the CONTRACTOR's operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the VAB reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the VAB, including but not limited to personal items and furniture, must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the VAB.

6.19 Risk of Loss. The CONTRACTOR assumes the risk of loss of damage to the VAB'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the VAB. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the VAB, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

6.20 Accident Notification. If in the course of completing work as part of this Agreement there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the VAB of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the VAB.

6.21 License. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the VAB, at its option, to terminate this Agreement.

Article 7. Miscellaneous Provisions

7.1 This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Exclusive venue for any legal action resulting from this Agreement will lie in the Circuit Court located in Lake County, Florida.

7.2 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

7.5 The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 During the term of this Agreement the CONTRACTOR assures the VAB that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR's employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.7 The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

7.8 The employees of the CONTRACTOR will be considered at all times its employees and not an employee or agent of the VAB. The CONTRACTOR will provide employees capable of performing the work as required. The VAB may require the CONTRACTOR to remove any employee it deems unacceptable.

7.9 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the VAB through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The VAB as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.11 The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement.

7.12 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Florida law.

7.13 The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.14 Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to the CONTRACTOR:

John Robinson, MAI, AI-GRS, ASA, CCIM
204 S. Dillard St.
Winter Garden, FL 34787

If to the VAB:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:

Aaron Thalwitzer, Esq., VAB Counsel
299 N. Orlando Ave.
Cocoa Beach, FL 32931

and to:

Aaron@BrevardLegal.com

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

7.15 EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT SOLELY BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

7.16 This Agreement may be executed electronically and/or simultaneously in two or more counterparts,

each of which shall be an original, but all of which together shall constitute the same instrument. A facsimile or electronic copy of this Agreement, including without limitation executing using DocuSign or similar applications, and any signature hereon shall be considered for all purposes as originals.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

8.2 This Agreement contains the following Attachments, all of which are incorporated in this Agreement:

Attachment A	Scope of Services
Attachment B	Pricing

Agreement between the VAB and the Appraisal Group of Central Florida, Inc. for Appraisal Consultant Services; RFP #22-540

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the VAB, signing by and through its Chair and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

JOHN ROBINSON, MAI, AI-GRS, ASA, CCIM

DocuSigned by:
By: John Robinson
53DAE882BAD74E4...
John Robinson

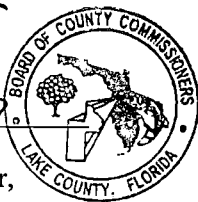
This 28th day of July, 2022.

VAB

LAKE COUNTY VALUE ADJUSTMENT BOARD

ATTEST:

Gary J. Cooney
Gary J. Cooney, Clerk of the
Circuit Court and Comptroller,
Lake County, Florida



Josh Blake
Josh Blake, Chairman

This 16 day of August, 2022.

Approved as to form and legality:

DocuSigned by:
Aaron Thalwitzer
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Aaron Thalwitzer, Esq.
VAB Counsel

ATTACHMENT A: SCOPE OF SERVICES

SCOPE OF SERVICES

1. SPECIAL MAGISTRATE shall perform professional services to the BOARD as a special magistrate. The SPECIAL MAGISTRATE shall:
 - a. Know and understand the provisions of Rule 12D-9, Florida Administrative Code (F.A.C.) and other applicable law, and apply these provisions throughout the hearing process.
 - b. Take testimony, review evidence, and conduct hearings held under Chapter 194, Florida Statutes.
 - c. Conduct the hearings to enable the VAB Clerk or designee to create a verbatim record of the proceedings and preserve any documentary evidence accepted into the record by the SPECIAL MAGISTRATE.
 - d. Conduct the hearings in a professional and unbiased manner.
 - e. Produce a recommended decision to the BOARD that complies with Chapter 194, Florida Statutes, Rules 12D-9 and 12D-10, F.A.C., and any other applicable law, as determined in the reasonable opinion of BOARD legal counsel, within the time frame provided in Section 4.1 below, unless the petition was settled or withdrawn. A hearing that is continued, postponed, or remanded shall not be deemed concluded until the continuance, postponement, or remand hearing is completed, or the parties agree that a continuance or remand hearing is not necessary.
2. SPECIAL MAGISTRATE acknowledges and agrees that Chapter 119, Florida Statutes, also known as the sunshine and public records law, and laws regarding conflicts of interest are applicable to VAB proceedings. SPECIAL MAGISTRATE shall notify the VAB Clerk of any conflicts of interest, whether actual or perceived, with any hearing participants as soon as the conflict of interest is discovered by the SPECIAL MAGISTRATE. SPECIAL MAGISTRATE shall not act as a witness or otherwise in any lawsuit or other adversary proceeding in which VAB is named as an adverse party or in which SPECIAL MAGISTRATE takes an adverse position to VAB. If at any time SPECIAL MAGISTRATE or any firm associated with SPECIAL MAGISTRATE represents or acts as an expert witness in matters to which Lake County, the Lake County Board of County Commissioners, Lake County Public Schools, any other agency or division of Lake County government, or any other taxing authority in Lake County, SPECIAL MAGISTRATE will contact the VAB Attorney and the VAB before undertaking such representation so that it can be determined whether a conflict of interest exists.
 - a. SPECIAL MAGISTRATE represents that he or she is familiar with said laws, shall comply with said laws, and shall seek advice of VAB legal counsel where there is doubt or question regarding compliance requirements.
 - b. SPECIAL MAGISTRATE agrees that SPECIAL MAGISTRATE may not represent a person before the BOARD in any tax year during which SPECIAL MAGISTRATE serves the BOARD as a special magistrate. An appraisal may not be submitted as evidence to the BOARD in any year that the person who performed the appraisal serves as a special magistrate to the BOARD.

- c. The SPECIAL MAGISTRATE shall conduct all hearings in accordance with applicable Florida Statutes, F.A.C. Rules, Florida Department of Revenue regulations, and the BOARD'S internal procedures.
 - d. SPECIAL MAGISTRATE shall be responsible for SPECIAL MAGISTRATE's own transportation to and from hearings, meetings, and as otherwise may be reasonably required by the BOARD. SPECIAL MAGISTRATE shall ensure that SPECIAL MAGISTRATE has reliable transportation at all times.
- 3. SPECIAL MAGISTRATE acknowledges that applicable law entitles petitioner and the Property Appraiser to a copy of the recommended decision "as soon as practicable" and in a "timely" manner. Therefore, SPECIAL MAGISTRATE shall use SPECIAL MAGISTRATE's best efforts to complete and file with the VAB Clerk or designee by 5 p.m. all recommended decisions that pertain to that day's hearings.
 - 4. In the event SPECIAL MAGISTRATE wishes to take a petition under advisement for further review and consideration after the hearing pursuant to section 12D-9.025(9), F.A.C., or is unable, for a valid reason, to complete a recommended decision by 5 p.m. the day of the corresponding hearing, SPECIAL MAGISTRATE shall so inform the VAB Clerk or designee in writing at that time and shall complete the recommended decision(s) no later than fourteen (14) calendar days after the date of the hearing. In the event of unforeseeable, extraordinary circumstances, SPECIAL MAGISTRATE shall seek an extension from the VAB Clerk or designee.
 - 5. SPECIAL MAGISTRATE shall use SPECIAL MAGISTRATE's best efforts and expertise to perform and furnish to the BOARD the SPECIAL MAGISTRATE's professional services in accordance with the generally accepted standards of special magistrate services in Florida and in compliance with all laws, rules and regulations governing special magistrate services.
 - 6. SPECIAL MAGISTRATE shall, without additional compensation, promptly correct and revise any errors, omissions, or other deficiencies in SPECIAL MAGISTRATE's work product, services, materials, or recommended decisions upon notification of such error, omission, or deficiency by the BOARD, or VAB Clerk or his designee. The foregoing shall be construed as an independent duty to correct rather than a waiver of the BOARD'S rights under this Agreement, or cause of action the BOARD may have arising out of the performance of this Agreement.
 - 7. The review of, approval of, or payment for any of SPECIAL MAGISTRATE'S work product, services, materials, or recommended decisions shall not be construed as a waiver of any of the BOARD'S rights under this Agreement, or cause of action the BOARD may have arising out of the performance of this Agreement.
 - 8. By entering into this Agreement, the Special Magistrate expressly represents and agrees that Special Magistrate will ensure that Special Magistrate has sufficient time to complete all of the Services on time and in full, regardless of the volume or complexity of the work assigned to Special Magistrate, and that the foregoing representation is a material inducement for the VAB to enter into this Agreement. All hearings shall be conducted by the Special Magistrate in accordance with all applicable laws, including without limitation Florida Statutes and the rules, procedures, and policies of the Florida Department of Revenue and the VAB, as interpreted by VAB counsel (subject to direction by the VAB, the Department of Revenue and any other authorities and/or agencies). The Special Magistrate shall submit Special Magistrate's recommendation to the VAB, including findings of fact and conclusions of law, within fifteen (15) calendar days of the hearing date of any petition. In the event the Special Magistrate fails to make Special Magistrate's recommendation within the aforesaid fifteen (15)

calendar period, the VAB may, in its sole and absolute discretion, reduce the Special Magistrate's pay (up to and including reducing pay for such petition to \$0.00) for that petition and, in addition, the Special Magistrate shall become liable for and shall pay to the VAB liquidated damages of \$50.00 for each day or portion thereof beyond the aforesaid fifteen (15) calendar day period until delivery of the recommendation to the VAB Clerk. Special Magistrate agrees to correct and revise any errors, omissions, or other deficiencies in Special Magistrate's work product, services, or materials without additional or further compensation. The foregoing shall be construed as an independent duty to correct rather than waiver of the VAB's rights under any applicable statute of limitations. The review of, approval of, or payment for any of Special Magistrate's work product, services, or materials shall not be construed to operate as a waiver of any of the VAB's rights under this Agreement, or of any cause of action the VAB may have arising out of this Agreement.

9. SPECIAL MAGISTRATE certifies, represents, and warrants that SPECIAL MAGISTRATE has not employed or retained any company or person, other than a bona fide employee working solely for SPECIAL MAGISTRATE, to solicit or secure this Agreement and that SPECIAL MAGISTRATE has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for SPECIAL MAGISTRATE, any fee, commission, percentage, gift or any other compensation or consideration contingent upon or resulting from the award or making of this Agreement.
10. SPECIAL MAGISTRATE certifies, warrants, and represents, that SPECIAL MAGISTRATE is in compliance with Article II, section 5(a), Florida Constitution, and all applicable Florida law prohibiting dual office-holding, and that SPECIAL MAGISTRATE does not hold office as a municipal or county councilperson or commissioner, member of a planning and zoning commission, code enforcement hearing officer, member of a regional planning commission (with authority to take final action), or member or appointee of any other government board, commission, committee, or panel with decision-making authority.
11. Special Magistrate agrees that the Special Magistrate will not distribute or display business cards or otherwise advertise Special Magistrate's business while serving as Special Magistrate for the VAB.
12. If Special Magistrate has knowledge of any scheduling conflicts, Special Magistrate shall contact the Clerk of the VAB at (352) 742-4398, so that such conflicts may be resolved in a timely manner.
13. The Special Magistrate acknowledges and understands that the Special Magistrate will be holding public hearings for the VAB, a quasi-judicial governmental body, and Special Magistrate agrees to dress in a business-like manner and to conduct him or herself in a professional and courteous fashion.

ATTACHMENT B: PRICING

\$150.00 per hour, subject to terms and conditions of Agreement.