

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this __ day of September, 2018, by and between the Manatee County Value Adjustment Board (hereinafter referred to as the "VAB"), and Barnes, Walker, Goethe, Hoonhout & Perron, Chartered for the services of Robert A. Hoonhout, Esq. (hereinafter referred to as "Attorney").

WITNESSETH

WHEREAS, the VAB is desirous of obtaining an Attorney to advise the VAB pursuant to Part 1 of Chapter 194, *Florida Statutes* (F.S.) for the 2017 tax year; and

WHEREAS, the Attorney is fully qualified to serve as Attorney as required by Section 194.035, *Florida Statutes*, and has previously served the VAB in this position;

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants herein contained, the parties hereto agree as follows:

I. RESPONSIBILITIES OF THE ATTORNEY

Attorney is expected to have or acquire a strong substantial understanding of *Florida Statutes*, Chapters 193-199 and applicable provisions of the *Florida Administrative Code* including, but not limited to, 12D-9 and 12D-10, all related to ad valorem tax assessments including valuation, exemptions, portability transfers and classifications and may need to invest Attorney's own time in acquiring a general understanding of the laws and rules. Attorney will provide legal advice to the VAB, including the Clerk to the VAB as designated by §194.015, F.S., serve as the counsel to the VAB as required by §194.015 F.S., and attend all scheduled meetings of the VAB as more specifically described in Section II below. Attorney shall also represent the VAB if an appeal is filed pursuant to § 194.036, F.S. The Attorney shall also adhere to the Provisions of local Ordinance 13-114, relative to procedures.

II. RESPONSIBILITIES OF THE VAB

The VAB, as represented by the Clerk, shall coordinate meeting schedules and agendas and electronically, by disc or delivery, furnish copies of petitions, special magistrate recommendations, evidence, exhibits and when needed, recordings of the proceedings to the Attorney. The VAB shall promptly review and respond to requests from Attorney with respect to distribution of Attorney work product, consideration of additional time, and matters related to this agreement. The VAB will generally provide all materials and photo copies required by this agreement.

III. TERMS OF PAYMENTS

The VAB shall pay for services rendered by the Attorney at the rate of ONE HUNDRED FIFTY DOLLARS (\$150.00) per hour. The VAB does not warrant that the Attorney will be scheduled to attend a certain number of meetings or review any particular number of recommended orders. The VAB reserves the right, in its absolute discretion, to refrain from scheduling or entirely discontinue the services of the Attorney. The Attorney shall maintain a record of time devoted to fulfilling the duties required under this Agreement.

It is anticipated that Attorney will be required to attend and present at the organizational meeting of the VAB and a minimum of two (2) meetings to consider the recommended orders prepared by the Special Magistrates. At the first meeting, the VAB may identify petitions for further deliberations. For the organizational meeting, Attorney may review and make recommendations related to VAB procedures, and forms and notices to be provided to the petitioners. Time for preparation shall not exceed six (6) hours for the organizational meeting and thirty (30) minutes for each petition removed for deliberations by the VAB. In addition, Attorney shall be paid the greater of four (4) hours or actual meeting time for each meeting attended. An additional amount of time, not to exceed eight (8) hours, will be allowed to provide assistance when called upon by the Clerk for administrative matters and consideration of conflicts of interest if any that may be raised by Special Magistrates.

The time estimates provided herein are good faith estimates based upon historical experience, are not an allocation of time to the various tasks and are provided to control costs and stay within budget. If Attorney is called upon to provide additional services such as briefing or training VAB members participating in public information programs or other VAB related activities, additional time shall be approved. Final compensation due Attorney shall be based upon actual time records of Attorney but shall not exceed the maximum due pursuant to the preceding time estimated except as provided below. The VAB recognizes that there may be extraordinary circumstances that could cause Attorney to exceed the time provided by the time estimates. This may arise as the result of petitions raising complex and unique legal issues. If Attorney believes unique and complex petitions or unanticipated procedural issues may cause Attorney to exceed the hours allotted under this agreement, Attorney should contact the Clerk, who, in consultation with the Manatee County Attorney and upon the recommendation of the VAB Chairman may approve additional hours. The minimum compensation due shall not be less than the hourly rate times four (4) hours.

Travel, travel time and incidental costs shall not be paid unless additional meetings are called or Attorney is required to incur extraordinary costs, then Attorney may be reimbursed for actual direct out-of-pocket costs as authorized by the Clerk. It is anticipated that Attorney's incidental costs will be minimal and if travel costs if approved and any reimbursement will be in accordance with Manatee County Travel policy.

Attorney shall provide the Clerk with a detailed invoice including a record of actual time once a month detailing the time and services rendered in a form acceptable to the Clerk, along with a W-9 if one is not already on file with the Clerk. Attorney shall submit a final invoice no later than thirty (30) days after the final VAB Hearing for the 2018 Tax Roll. Payment shall be made on or before thirty (30) days thereafter.

IV. COOPERATION WITH RESPECT TO LITIGATION

The Attorney shall cooperate with the VAB in any litigation or related matter which may arise out of the performance of this Agreement, and appear and testify in any hearing should the Attorney be requested to do so by the VAB, provided the Attorney shall be compensated at the rate established herein.

V. **PROFESSIONAL INDEPENDENCE OF THE ATTORNEY**

It is understood and agreed that the Attorney is not an employee of the VAB. The Attorney is, and shall remain, an independent professional with respect to all services performed under this Agreement. No partnership or employee relationship between the VAB and the Attorney is created or intended by this Agreement.

VI. **ASSIGNMENT**

This is an Agreement for unique personal services and the Attorney obligation hereunder is not assignable. The Attorney shall not assign, transfer, pledge, hypothecate, surrender or otherwise encumber or dispose of any of its rights under this Agreement, or any interest in any portion of same, without the prior written consent of the VAB.

VII. **RECORDS; ACCESS**

The Attorney shall maintain records related to this agreement, for a period of five (5) years from completing performance of this Agreement. Such records shall be sufficient to permit a proper pre- and post-audit in accordance with generally accepted accounting methods. The Attorney shall permit the VAB or its designated agent to inspect such records at the location where they are kept upon reasonable prior notice.

The Attorney shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, *Florida Statutes*.

VIII. **NO DISCRIMINATION**

The Attorney shall assure that no person shall, on the grounds of race, color, creed, national origin, handicap, or sex, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any activity under this Agreement. The Attorney shall take all measures necessary to effectuate these assurances.

IX. **COMPLIANCE WITH LAWS**

The Attorney, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations pertaining to the performance of this Agreement.

X. **AMENDMENT**

This Agreement may be amended only with in writing signed by both parties.

XI. **WAIVERS**

Failures to enforce, or the waiver of any covenant, condition, or provision of this Agreement by the parties, their successors and assigns, shall not operate as a discharge, or invalidate such covenant, condition or provision, or impair the enforcement rights of the parties, their successors and assigns.

XII. **COMPLETE AGREEMENT**

This Agreement states the entire understanding between the parties and

supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Attorney recognizes that any representations, statements, or negotiations made by the VAB staff do not suffice to legally bind the VAB in a contractual relationship unless they have been reduced in writing, authorized and signed by the Chairman of the VAB. This Agreement shall bind the parties, their assigns and successors in interest.

XIII. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the VAB shall be mailed to:

Vicki Tessmer, Deputy Clerk
Manatee County Value Adjustment Board
Post Office Box 25400
1115 Manatee Avenue West
Bradenton, Florida 34206
Phone: (941) 741-4081
Facsimile: (941) 741-4089
E-mail: vicki.tessmer@ManateeClerk.com

and if sent to the Attorney shall be mailed to:

Robert A. Hoonhout, Esq.
Barnes Walker, Goethe. Hoonhout & Perron, Chartered
3119 Manatee Avenue West
Bradenton, Florida 34205
Phone (941) 741-8224
Facsimile (941) 741-8225
E-mail: Bhoonhout@barneswalker.com

XIII. CONFLICT OF INTEREST

The Attorney represents that he/she presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Sections 194.035 and 112.311, *Florida Statutes*.

The Attorney shall promptly notify the VAB in writing by hand delivery, e-mail, fax or certified mail of all potential conflicts of interest prohibited by the existing state law or professional regulation for any prospective business association, interest or circumstance. The Attorney shall promptly advise the Clerk of any association, interest or circumstance that could constitute a conflict of interest. The VAB chairman, in consultation with the Clerk, the Manatee County Attorney and the School Board Attorney and affected party where applicable, may waive the conflict if lawful and not related to the VAB matter and in any event shall, through the Clerk notify the Attorney of its opinion by hand delivery, e-mail, fax or certified mail as promptly as reasonably possible. Nothing herein is intended to relieve the Attorney of the obligations under the code of conduct applicable to the Attorney's profession.

XIV. SITUS; VENUE

This Agreement shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in Manatee County for claims under state law and the Middle District of Florida for any claims which are justiciable in federal court.

ATTEST:

MANATEE COUNTY
VALUE ADJUSTMENT BOARD

ANGELINA "ANGEL" COLONNESO
Clerk of the Circuit Court

BY: _____

BY: _____
Chairman Robin DiSabatino

WITNESSES:

ATTORNEY

Robert A. Hoothout, Esq.