AGREEMENT BETWEEN VALUE ADJUSTMENT BOARD AND PAUL W. MACDERMOTT

RELATING TO SPECIAL MAGISTRATE SERVICES

FOR THE VALUE ADJUSTMENT BOARD

THIS AGREEMENT, dated 13th day of September, 2012 between the Value Adjustment Board, herein referred to as "VAB" and PAUL W. MACDERMOTT, herein referred to as "APPRAISER"

WITNESSETH

WHEREAS, section 194.035, Florida Statues, requires that for counties having a population of more than 75,000, the Value Adjustment Board herein referred to as Board, shall appoint Special Magistrates for the purpose of taking testimony and making recommendations to the board, which the board may act upon without further hearing of issues regarding the valuation of real estate and tangible personal property, and

WHEREAS, such Special Magistrates may not be elected or appointed officials or employees of Lake County, but shall be selected from a list of those qualified individuals who are willing to serve as special magistrates, and

WHEREAS, in order to more efficiently serve the residents of Lake County, and to keep the cost of such services to a reasonable level, the VAB has elected to request proposals from real estate appraisers and tangible personal property appraisers, interested in serving as a Special Magistrate for the Lake County Value Adjustment Board, and

WHEREAS, APPRAISER provided a written response for providing such Special Magistrate services.

NOW THEREFORE, it is agreed as follows:

1. TERM, OPTION to RENEW. The term of this agreement shall begin on the date the Agreement is fully executed and shall continue ~~until~~ From September 13, 2012 [Date of execution]. Beginning September 13, 2013 [First Anniversary if Date of execution], this agreement may be renewed for two (2) additional twelve (12) month terms at the same pricing, scope of services, and conditions of this agreement by providing thirty (30) day's notice prior to the end of any term herein based on agreement by the parties.
2. TERMINATION.
   a. Termination for Convenience. In the event that this agreement is terminated or canceled upon the request and for the convenience of the VAB with the required thirty days advance written notice, VAB shall reimburse APPRAISER for actual work satisfactorily completed.
   b. Termination for Cause. Termination by the VAB for cause, default, or negligence on the part of APPRAISER shall be excluded from the foregoing provision. Termination costs, if

any, shall not apply. The thirty day advanced written notice 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 fiscalyear, this agreement shall be canceled, APPRAISER shall be reimbursed for the reasonable value of any work completed.

3. APPRAISER DUTIES. APPRAISER agrees to accept appointments to hear issues, make recommendations to the Value Adjustment Board for matters involving the valuation of real estate and tangible personal property.

4. SOLE COMPENSATION. The APPRAISER agrees and acknowledges that the compensation to be paid pursuant to this Agreement shall be the sole exclusive and full compensation to which APPRAISER shall be entitled. In no event shall APPRAISER attempt to obtain any additional or greater compensation than is provided for in this agreement.

5. PAYMENT BY THE VAB. VAB agrees to pay APPRAISER the fixed sum of One Hundred Twenty Five Dollars ($125.00) per hour, or fraction thereof, spent by APPRAISER in providing Special Magistrate services. APPRAISER shall submit a detailed statement of time spent to VAB on a monthly basis.

6. NOTICES. When either party desires to give notice to the other, it must be given by written notice sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph, for the present, the parties designate following as representative places for giving notice:

VAB	APPRAISER
Alison Yurko	Paul W. MacDermott
Attorney for the Value Adjustment Board	1004 N. Donnelly Street
921 Bradshaw Terrace	Mt. Dora, FL 32757
Orlando, FL 32806	

7. NO ASSIGNMENT. APPRAISER shall not delegate, or assign the rights or obligations hereunder either in whole or in part without the prior written consent of the VAB.

8. RELATIONSHIP. APPRAISER and VAB intend that the relationship created by this Agreement is that of an independent contractor to its employer. No agent employee or servant of APPRAISER shall be or shall be deemed to be the employee, agent or servant of the county. The APPRAISER shall not be an elected or appointed official of Lake County or the VAB.

9. ENTIRE AGREEMENT. This document incorporates and includes all prior negotiations, correspondence conversations, agreement or understandings concerning the subject matter of the agreement that are not contained in this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements rather oral or written.

10. AMENDMENTS. This agreement expresses the understandings of the parties concerning all matters covered. No addition to, alteration of the terms of this agreement rather by written or

verbal understanding of the parties, their officers, agents or employees shall be valid unless in the form of a written amendment of this agreement and formally approved by the parties;

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature, the Value Adjustment Board, signed by and through its Chairman, authorized to execute same by the VAB action on the 21st day of August, 2012, and by APPRAISER by Paul W. MacDermott, duly authorized to execute same.

ATTEST:

Neil Kelly, Clerk of the
Value Adjustment Board

VAB
VALUE ADJUSTMENT BOARD

Jimmy Conner, Chairman

This 14th day of November 2012.

Approved as to form and Legality:

Alison M. Yurko
Attorney for the Value Adjustment Board

Witnesses:

Elizabeth Farlow
Print Name:

Print Name:

APPRAISER

Paul W. MacDermott

This 13th day of September, 2012

Certification of Training Taken

The Florida Department of Revenue provides this document for a person to certify that he or she, personally and without any assistance, has taken the Department's 2012 Value Adjustment Board Training, excluding the exam, for Real Property Appraiser Special Magistrates.

I certify that I,

Paul MacDermott

1004 North Donnelly Street

Mount Dora, Florida 32757

Personally and without any assistance, have carefully reviewed and studied the content of Modules 1 through 7 and Module 11 of the Department of Revenue's 2012 Value Adjustment Board Training, for the purpose of learning such content, but I have not taken the corresponding examination.

This certification becomes valid only when signed and dated below by the person who actually took the training as described above. By my dated signature below, I further attest to my preceding statements.

P W MacDermott

Signature and Certification of
Paul MacDermott

9/11/2012

Date