

**AGREEMENT BETWEEN THE NASSAU COUNTY  
VALUE ADJUSTMENT BOARD**

**And**

**JAMES S. ELAM**

**For**

**SPECIAL MAGISTRATE SERVICES**

This Agreement is made and entered into by and between the Nassau County Value Adjustment Board, 76347 Veterans Way, Suite 456, Yulee, FL 32097, (hereinafter referred to as "VAB") and James S. Elam, 1905 Sea Oats Avenue, Fernandina Beach, FL 32034, (hereinafter referred to as "Elam") as of this 6<sup>th</sup> day of September, 2017.

WITNESSETH:

WHEREAS, Elam hereby certifies the following, pursuant to Section 194.035(1), Florida Statutes:

1. He is not an elected or appointed official of Nassau County;
2. He is not an elected or appointed official or employee of a taxing jurisdiction or of the State;
3. He is a State certified real estate appraiser with no less than five (5) years' experience in real property valuation;
4. He does not currently, and will not, represent a petitioner before the VAB or before any Special Magistrate for the current tax year he is serving as a Special Magistrate; and
5. He has attended the required training for Special Magistrates provided by the Florida Department of Revenue and will provide a Statement of Completion to the VAB Clerk prior to commencement of 2017 hearings.

WHEREAS, the VAB has chosen to use the services of a special magistrate for the purpose of taking testimony at hearings involving the valuation of real estate, as provided by Chapter 194, Florida Statutes, and making recommended findings of fact and conclusions of law to the VAB; and

WHEREAS, Elam desires to provide such services to the VAB as an independent contractor;

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the VAB and Elam agree as follows:

**ARTICLE 1 – RECITALS**

1.1 The foregoing recitals are true and correct and incorporated herein and made a part hereof.

## ARTICLE 2 – SERVICES

- 2.1 Elam shall perform professional services to VAB as special magistrate relating to real property. Elam's services shall include, but not be limited to the following:
- a. Taking testimony and preserving evidence at hearings assigned to him by the VAB Clerk, and provided pursuant to Chapter 194, Florida Statutes; and
  - b. Making timely, written recommended findings of fact and conclusions of law to the VAB for upholding, partially upholding, or overturning the determination of the property appraiser.
- 2.2 Elam shall be responsible for complying with all federal, state and local rules, regulations, statutes, laws or ordinances, regarding payment for his services under this Agreement, and any reporting requirements thereunder.
- 2.3 During any hours Elam provides services to VAB, Elam shall devote his full time and effort to the services being performed for the VAB. Elam shall truthfully and accurately maintain all records and make such reports as the VAB may require.

## ARTICLE 3 – FEES

- 3.1 The VAB shall pay Elam the rate of One Hundred Twenty Five Dollars (\$125) per hour, based on a four hour minimum.
- 3.2 No travel expenses, except as provided in 3.3 herein, shall be paid for routine travel to and from the County Governmental Complex at 96161 Nassau Place, Yulee, Florida 32097 or the Judicial Annex at 76347 Veterans Way, Yulee, Florida 32097. Normal office supplies consumed in the course of this project will not be reimbursed.
- 3.3 The VAB shall pay Elam the amount equivalent to one (1) hour of service (\$125.00) for his travel time in the event he arrives at a hearing that has been canceled for good cause. If the hearing is canceled in time to prevent Elam from traveling to the hearing, then such payment shall not be made.

## ARTICLE 4 – TERM/TERMINATION

- 4.1 The term of this Agreement shall begin on the date and year first above written and shall continue until the conclusion of the Value Adjustment Board hearings.
- 4.2 This agreement may be terminated by either party, with or without cause, by written notice to the other party of the intent to terminate. Such termination shall be effective immediately upon receipt of such written notice of intent to terminate. However, no termination for cause will be effective unless the defaulting party is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination.

- 4.3 In the event of termination, Elam shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents prepared by Elam shall become the property of the VAB and shall be delivered by Elam to the VAB, no later than ten (10) days following the effective date of termination.

#### ARTICLE 5 – METHOD OF BILLING AND PAYMENT

- 5.1 Elam shall submit invoices for payment of services actually rendered on a monthly basis to the Clerk of the VAB at the VAB address listed above. Elam shall utilize the attached Invoice for each case for payment.
- 5.2 All fees and costs reflected on invoices shall be divided between the Nassau County School Board and the Nassau County Board of County Commissioners, two-fifths (2/5ths) and three-fifths (3/5ths) respectively.
- 5.3 Elam acknowledges that each invoice must be submitted using the attached form and must be reviewed and approved by the Clerk of the VAB or his designee. Should the Clerk of the VAB or his designee determine that the invoice is not commensurate with services performed, work accomplished or hours expended, Elam shall adjust the invoice accordingly. However, Elam shall be entitled to payment of any portion of an invoice not in dispute.
- 5.4 The VAB shall pay Elam's invoices in accordance with Section 218.70 through 218.79, Florida Statutes, the Florida Prompt Payment Act.

#### ARTICLE 6 – STANDARDS AND CORRECTIONS

- 6.1 Elam shall perform or furnish to the VAB his professional services in accordance with the generally accepted standards or his professional services and with any laws, statutes, ordinances, codes, rules and regulations governing Elam's services hereunder.
- 6.2 Elam shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in his work product, services, or materials arising from the negligent act, error or omission of Elam. 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 Elam'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 cause of action the VAB may have arising out of the performance of this Agreement.

#### ARTICLE 7 – NO CONTINGENT FEES

- 7.1 Elam certifies that he has not employed or retained any company or person, other than a bona fide employee working solely for Elam, to solicit or secure this Agreement and that he has not been paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Elam, any fee, commission, percentage,

gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VAB shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

#### ARTICLE 8 – NO ASSIGNMENT

8.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Elam without the prior written consent of the VAB. Further, no portion of this Agreement may be performed by subcontractors or sub-consultants without written notice to and approval of such action by the VAB.

#### ARTICLE 9 – SEVERABILITY/NO WAIVERS

9.1 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

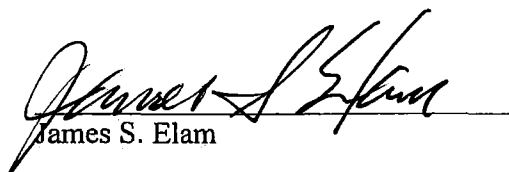
#### ARTICLE 10 – GOVERNING LAW/VENUE

10.1 This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving the parties in connection with this Agreement, venue for such litigation shall be in Nassau County, Florida.

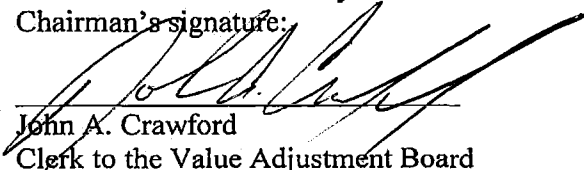
#### ARTICLE 11 – INDEPENDENT CONTRACTOR STATUS

11.1 Elam is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the VAB.

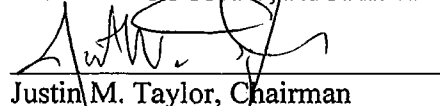
**IN WITNESS WHEREOF**, the parties hereto have caused the execution of these premises as of the date and year first above written.

  
James S. Elam

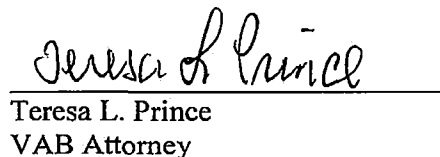
Attest as to the authenticity of the  
Chairman's signature:

  
John A. Crawford  
Clerk to the Value Adjustment Board

VALUE ADJUSTMENT BOARD  
NASSAU COUNTY, FLORIDA

  
Justin M. Taylor, Chairman

Approved as to form.

  
Teresa L. Prince  
VAB Attorney