

FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD MEMBER
AGREEMENT FOR COMPENSATION
JOSE BATALLA

This agreement (AGREEMENT) is between the STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL, (AGENCY), business address PL-01, The Capitol, Tallahassee, Florida 32399-1050, and Jose Batalla (the BOARD MEMBER), business address 3471 North Federal Highway, Suite 404, Ft. Lauderdale, Florida 33306.

The BOARD MEMBER is currently serving as a member of the Florida New Motor Vehicle Arbitration Board (Arbitration Board), having been appointed/reappointed by the Attorney General pursuant to §681.1095, Florida Statutes, and having accepted said appointment/reappointment. The BOARD MEMBER will receive compensation for services provided during the 2018/2019 fiscal year as described below. The parties agree as follows:

SECTION 1. TERM

This AGREEMENT is effective on the date it is signed by both parties or on July 1, 2018, whichever is later, and will end on June 30, 2019, unless terminated pursuant to **Section 8** below.

SECTION 2. SERVICE

The BOARD MEMBER will provide the services required as a member of the Arbitration Board, as set forth in Section 681.1095, Florida Statutes and the related rules adopted by the AGENCY.

SECTION 3. COMPENSATION

(1) The BOARD MEMBER shall be compensated for his service as follows:

- a. For each case heard & decided \$ 75.00 each
- b. For pre and post-arbitration conference/
motion, hearings/teleconference, etc. \$ 20.00 each

(2) Reasonable travel expenses necessary because of the services required as a BOARD MEMBER will be reimbursed in accordance with §112.061, Florida Statutes, and AGENCY policies and procedures. The BOARD MEMBER's address provided in the opening paragraph to this AGREEMENT shall be used for purposes of calculating travel expenses.

(3) The parties estimate that the total amount to be paid under this AGREEMENT for all the above services and costs for the duration of this AGREEMENT will not exceed the sum of \$3,000.00. If it appears that this total will be exceeded, the AGENCY contract administrator will prepare an amendment to this AGREEMENT to be executed prior to the total amount being exceeded.

SECTION 4. GOVERNING LAWS

The BOARD MEMBER must comply with all laws and rules applicable to the BOARD MEMBER. This AGREEMENT shall be governed by and construed under the Laws of the State of Florida. Any and all litigation arising under this AGREEMENT shall be instituted in the appropriate court in Leon County, Florida. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

SECTION 5. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that all BOARD MEMBERS have a verified Substitute Form W-9 on file in order to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

SECTION 6. ADMINISTRATION OF AGREEMENT

The AGENCY contract administrator:
Kairi Sisask
107 West Gaines Street
Tallahassee, Florida 32301
Phone number: (850) 414-3500

The BOARD MEMBER is responsible for his own administration of this AGREEMENT and all correspondence will be sent to BOARD MEMBER at the address listed in the opening paragraph to this AGREEMENT.

SECTION 7. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This document, including any attachments, is the entire AGREEMENT of the parties as it relates to the compensation of the BOARD MEMBER. There are no other terms or obligations related to compensation that are not described in this AGREEMENT. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

SECTION 8. TERMINATION OF AGREEMENT

Termination of appointment to the Florida New Motor Vehicle Arbitration Board shall be governed by §681.1095, Florida Statutes, and the rules promulgated thereunder by the AGENCY. If the BOARD MEMBER's appointment is terminated or otherwise expires during this AGREEMENT, this AGREEMENT will be terminated forthwith without further notice to the BOARD MEMBER.

SECTION 9. AMENDMENTS

Any changes to this AGREEMENT must be agreed upon and incorporated in written amendments to this AGREEMENT executed by both parties.

SO AGREED by the parties on the dates below:

Jose Batalla
Jose Batalla
6/18/2018
Date

Dana Wiehle
Dana Wiehle
Director, Lemon Law Arbitration Program
6/18/2018
Date


Contract # K04486

MWTF, Lemon Law Arbitration Program
Source of Funding

¹ If the Board Member does not have an FEID number, a Social Security Number is required in order to establish a vendor file in which to authorize and facilitate payment for services rendered.