

**FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD MEMBER  
AGREEMENT FOR COMPENSATION  
EVAN M. SMITH**

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 Evan M. Smith (the BOARD MEMBER), 2701 N.W. 7th Ave. , Wilton Manors, Florida, 33311, and jointly referred to as “the parties”.

The BOARD MEMBER is currently serving as a member of the Florida New Motor Vehicle Arbitration Board (Arbitration Board), having been appointed or reappointed by the Attorney General pursuant to section 681.1095, Florida Statutes, and having accepted the appointment or reappointment. The BOARD MEMBER will receive compensation for services provided during the 2023/2024 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, 2023, whichever is later, and will end on June 30, 2024, unless terminated earlier pursuant to Section 10 of this AGREEMENT.

**SECTION 2 SCOPE OF THE AGREEMENT**

The intent of this AGREEMENT is to compensate the BOARD MEMBER for their provision of 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.

Pursuant to section 681.1095(1), Florida Statutes, the BOARD MEMBER as a member of the Arbitration Board, is exempt from civil liability for any act or omission that occurs while acting in the member’s official capacity. Services provided in accordance with this Agreement are within the BOARD MEMBER’s official capacity. The AGENCY will defend the BOARD MEMBER in any action against the BOARD MEMBER in any action against the member of the Arbitration Board which arises from such act or omission.

**SECTION 3 COMPENSATION**

(1) The BOARD MEMBER will be compensated for his or her services as follows:

- |  |               |
|--|---------------|
| a. For each case heard and decided   | \$ 75.00 each |
| b. For pre- and post-arbitration conference or motion, hearings, or 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 section 112.061, Florida Statutes, and AGENCY policies and procedures. The BOARD MEMBER's address provided in the opening paragraph to this AGREEMENT will 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 term 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. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- (4) Payments will be calculated on a bi-weekly basis using compensation logs prepared and maintained by the AGENCY. The Compensation logs will be signed by the BOARD MEMBER and Board Attorney and specifically identify by case number and date, the event for which payment is being made.

#### **SECTION 4 GOVERNING LAWS**

The BOARD MEMBER must comply with all laws and rules applicable to the BOARD MEMBER. This AGREEMENT will be governed by and construed under the laws of the state of Florida. Any and all litigation arising under this AGREEMENT will be instituted in the appropriate court in Leon County, Florida.

#### **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:

Karla Robinson  
107 West Gaines Street  
Tallahassee, Florida 32301  
Phone number: (850) 414-3500

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

In the event that the AGENCY changes the Contract Administrator, the AGENCY will notify the BOARD MEMBER in writing. A change to the Contractor Administrator does not require a formal written amendment to the Agreement.

## **SECTION 7 PUBLIC RECORDS**

The BOARD MEMBER will comply with the provisions of Chapter 119, Florida Statutes in carrying out its duties under this agreement.

**IF THE BOARD MEMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD MEMBER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THEN THE BOARD MEMBER SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3300, [publicrecordsrequest@myfloridalegal.com](mailto:publicrecordsrequest@myfloridalegal.com), OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.**

## **SECTION 8 COOPERATION WITH AGENCY INSPECTOR GENERAL**

The BOARD MEMBER understands its duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the AGENCY's Inspector General in any investigation, audit, inspection, review, or hearing.

## **SECTION 9 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 10 TERMINATION OF AGREEMENT**

Termination of appointment to the Florida New Motor Vehicle Arbitration Board will be governed by section 681.1095, Florida Statutes, and any 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 immediately without further notice to the BOARD MEMBER.

**SECTION 11 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:

Evan M. Smith  
Evan M. Smith

John Guard  
John M. Guard  
Deputy Attorney General

6/28/2023  
Date

6/28/2023  
Date

[REDACTED]  
FEID or SSN Number

MVWTF, Lemon Law Arbitration Program  
Source of Funding

K05513  
Agreement #