

AGREEMENT

THIS AGREEMENT between Hernando County Board of County Commissioners (“Lienor”) and Timothy David Martin (“Lienee”), together known as the Parties, entered into on the date last signed below;

WHEREAS a Civil Restitution Lien Order (“CRLO”) was filed against Lienee in Hernando County, Florida on August 29, 2012, BK 2933 PG 74, in the principal amount of \$9,000.00, to accrue interest pursuant to § 55.03, Fla. Stat.; and

WHEREAS the total of the principal plus accrued interest as of December 31, 2023, is \$13,854.98; and

WHEREAS Lienee desires to have the principal converted to community service hours according to the statutorily-approved hourly conversion rate and to have the accrued and future interest waived by Lienor, and Lienee agrees to regularly and consistently perform community service hours at said conversion rate to satisfy the principal; and

WHEREAS the Lienor agrees to accept Lienee’s regular and consistent performance of community service hours at the statutorily-approved hourly conversion rate as satisfaction of the principal and to waive the accrued and future interest; and

WHEREAS the statutorily-approved hourly conversion rate is \$7.25 pursuant to §§ 938.30(2) and 318.18(8), Fla. Stat., and 29 U.S.C. § 206(a)(1); and

WHEREAS the Lienee understands and acknowledges that he must perform one thousand two hundred and forty-one (1,241) community service hours to satisfy the principal under the CRLO; and

WHEREAS the Lienee is not employed by or an independent contractor for, and will not be employed by or an independent contractor for, the Lienor nor any department or agency of Lienor at the time of signing this Agreement nor throughout the duration of this Agreement; and

WHEREAS the Lienee acknowledges he has the right, and has had ample opportunity to, consult with an attorney of his own choosing regarding this Agreement before signing same; and

WHEREAS the Lienee acknowledges this Agreement is the result of Lienee’s request to Lienor for the considerations herein; and

WHEREAS the Parties understand and acknowledge that Lienor receives no fiscal or monetary benefit of any kind by virtue of Lienee’s performance under this Agreement.

NOW THEREFORE the Parties covenant and agree as follows:

(1) Lienee shall perform and complete 1,241 hours of community service at a Community Service Agency as defined in § 318.18(8)(b)4.b., Fla. Stat., within the jurisdictional boundaries of Hernando County, Florida, which Community Service Agency shall be Hernando County Animal Services. All 1,241 community service hours must be performed by Lienee within one hundred fifty-five (155) weeks from the commencement date as defined in paragraph

(15). No person, entity or stand-in of any kind is permitted to perform said community service hours on behalf of Lienee.

(2) Lienee's failure to perform community service hours according to paragraph (1) will be considered a material breach of this Agreement. Should Lienee materially breach this Agreement, Lienor will be absolved from filing a satisfaction of the CRLO and from waiving the accrued and future interest, and the entirety of the principal and interest shall remain due and owing by Lienee.

(3) The sole consideration for Lienee's completion of 1,241 community service hours, shall be Lienor's filing a satisfaction of the CRLO in Hernando County, Florida, which shall include a waiver of the then accrued interest. Such consideration shall be vested only upon Lienee's completion of the entire 1,241 community service hours.

(4) Should Lienor breach this Agreement in any manner, Lienee's sole remedy against Lienor will be Lienor's filing a satisfaction of the CRLO in Hernando County, Florida, including waiving the then-accrued interest.

(5) The Parties intend that the conversion rate shown above shall not be construed as an hourly wage or remuneration of any kind.

(6) This Agreement does not bestow upon Lienee the status of employee or independent contractor of the Lienor or the Community Service Agency. Under no circumstance will Lienee, by performing under this Agreement, be entitled to remuneration or employee benefits including but not limited to: monetary payment, wages, per diem expense, reimbursement, in-kind payment, insurance of any kind, retirement plans, holiday or sick leave, etc.

(7) Should Lienor or Lienee owe any tax whatsoever to any government entity, whether federal, state or local, by virtue of this Agreement, Lienee shall be liable for such tax, and shall forever indemnify and hold Lienor harmless for such tax.

(8) Lienee shall indemnify and hold Lienor harmless as to any claimant whatsoever, including but not limited to the Community Service Agency, for any and all losses or damages of any kind that may arise out of the Parties' performance under this Agreement. In no event will Lienor be liable to Lienee or any claimant whatsoever for lost wages, economic loss, damages due to personal injury or any other tort, compensatory damages, punitive damages, special damages, or any damages whatsoever, whether direct or indirect.

(9) Lienee shall ensure that the Community Service Agency submits written reports no less than semi-annually to the Hernando County Clerk of Court, by U.S. mail or electronically, which reports shall include the number of community service hours completed by Lienee and the dates said hours were completed during that report period ("Reports"). The Lienee shall ensure that the Community Service Agency submits said Reports on its official letterhead and that the Reports are signed and notarized by the Community Service Agency representative. It is incumbent upon Lienee to keep track of and tally his completed community service hours.

(10) Lienee shall ensure that the Hernando County Clerk of Court files the Community Service Agency's Reports in Case No.: H-27-CF-2011-1793 (State of Florida v. Timothy Martin). Lienee shall pay to the Clerk any filing fees therefor.

(11) In the event of a legal dispute between the Parties arising from this Agreement, both Parties: (a) waive any right to a jury trial; (b) are responsible for their own attorney fees and court costs at all levels of the dispute and dispute resolution.

(12) This Agreement is binding upon, and shall inure to the benefit of, the Parties as well as their respective representatives, successors, permitted assigns, heirs and estates.

(13) This Agreement represents the final, complete, and exclusive statement of the Parties' agreement and no extrinsic evidence may be used to modify or interpret it.

(14) No modification or amendment of this Agreement will be enforceable unless such modification or amendment is in writing and signed and dated by both Parties.

(15) The commencement date is the date of the last signature herein below. However, if it is required that a court of competent jurisdiction ratify this Agreement in an order, the commencement date shall be the filing date of the court order so ratifying it. It is incumbent upon Lienee to obtain said court order, and Lienor shall cooperate with Lienee in such endeavor. The Parties agree that this Agreement shall be incorporated by reference into such court order.

(16) Should it be required that a court of competent jurisdiction ratify this Agreement in an order, and said court denies Lienee's motion for ratification, then this Agreement will be of no effect and unenforceable.

(17) It is incumbent upon Lienee to provide written notice to Lienor of, and to provide to Lienor competent evidence of, Lienee's performance and completion of the above-stated community service hours. Lienor is not responsible for monitoring or tallying Lienee's completed community service hours.

(18) Lienee shall comply with Hernando County Board of County Commissioners Volunteer Policy 28-01 prior to commencing his community service hours.

(19) There is no express or implied third-party beneficiary of this Agreement.

(20) This Agreement is governed by the laws of Florida. Any provision of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that this Agreement shall be reformed to replace such stricken provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

[Signatures on following page]

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

By: _____
Elizabeth Narverud Date
Chairwoman
Address for Notices: 15470 Flight Path Dr.
Brooksville, FL 34604

[Seal]

Attest:

By: _____
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller
Hernando County, Florida

I hereby swear and affirm that this Agreement and oath are my own acts and that I am entering into this Agreement freely, voluntarily, and knowingly without coercion or duress from Lienor or any other person or entity.

Timothy David Martin Date
Address for Notices: _____

STATE OF FLORIDA
COUNTY OF HERNANDO
On _____, 20____,
Timothy David Martin appeared before me
in person and presented _____
_____ as identification
and, having sworn and affirmed that the
contents of this Agreement and his oath are
his own free and voluntary acts, did sign this
Agreement.

[notary stamp]

Notary Public
[My commission expires: _____]