

## **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 agreed-upon hourly conversion rate is \$10.00; and

WHEREAS the Lienee understands and acknowledges that he must perform nine hundred (900) 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 900 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 900 community service hours must be performed by Lienee within one hundred thirteen (113) 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) Lience's failure to perform community service hours according to paragraph (1) will be considered a material breach of this Agreement. Should Lience 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 Lience.

(3) The sole consideration for Lience's completion of 900 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 Lience's completion of the entire 900 community service hours.

(4) Should Lienor breach this Agreement in any manner, Lience'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 Lience the status of employee or independent contractor of the Lienor or the Community Service Agency. Under no circumstance will Lience, 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 Lience owe any tax whatsoever to any government entity, whether federal, state or local, by virtue of this Agreement, Lience shall be liable for such tax, and shall forever indemnify and hold Lienor harmless for such tax.

(8) Lience 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 Lience 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) Lience 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 Lience and the dates said hours were completed during that report period ("Reports"). The Lience 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 Lience to keep track of and tally his completed community service hours.

(10) Liencee 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). Liencee 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 Liencee to obtain said court order, and Lienor shall cooperate with Liencee 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 Liencee's motion for ratification, then this Agreement will be of no effect and unenforceable.

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

(18) Liencee 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

By: Elizabeth Narverud 2-13-2024

Elizabeth Narverud

Date

Chairwoman

Address for Notices: 15470 Flight Path Dr.  
Brooksville, FL 34604

[Seal]

Attest:

By: Hiedi Kuzma, Deputy Clerk

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 K. Martin 2/27/24

Timothy David Martin

Date

Address for Notices: 3251 Welsh St.  
Spring Hill, FL 34606

STATE OF FLORIDA  
COUNTY OF HERNANDO

On Feb. 27, 2024.

Timothy David Martin appeared before me  
in person and presented FL Driver's  
License 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.



CYNTHIA M. WOODARD  
Commission # GG 980521  
Expires July 6, 2024  
Bonded Thru Budget Notary Services

[notary stamp]

Cynthia Woodard  
Notary Public

[My commission expires: 7.6.2024]