NEW MOTOR VEHICLE ARBITRATION BOARD MEMBER AGREEMENT FOR COMPENSATION SCOTT MANKER

This agreement (AGREEMENT) is between the STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL (AGENCY), business address PL-01 The Capitol, Tallahassee, Florida 32399-1050, and <u>Scott Manker</u>, (the BOARD MEMBER), <u>9465 Southern Oak Lane</u>, <u>Jupiter</u>, FL 33478.

The BOARD MEMBER was appointed to the New Motor Vehicle Arbitration Board (Arbitration Board) by the Attorney General pursuant to §681.1095, Florida Statutes, to serve a one (1) year term beginning on Friday, July 1, 2016, and has accepted the appointment. The BOARD MEMBER will receive compensation for services 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, 2016 whichever is later, and will end on June 30, 2017, unless terminated pursuant to Section 8 below. If AGREEMENT is for one year, it may be renewed for an additional year so that it will continue until the underlying appointment of the BOARD MEMBER expires.

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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 policy. 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 for all of the above services and costs for the first year will not exceed the sum of \$2500.00. If it appears that this total will be exceeded, the AGENCY contract manager will prepare an amendment.

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. MANAGEMENT OF AGREEMENT

The AGENCY contract manager:

Kairi Sisask

107 West Gaines Street

Tallahassee, Florida 32301

Phone number: (850) 414-3500

The BOARD MEMBER is responsible for his own management of the AGREEMENT and all correspondence will be sent to BOARD MEMBER at the address listed in the opening paragraph to the 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 the 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 New Motor Vehicle Arbitration Board shall be governed by §681.1095, Florida Statutes, and the rules promulgated thereunder by the AGENCY.

SECTION 9. AMENDMENTS

Any changes to this agreement, including renewals, must be agreed upon and incorporated in written amendments to this AGREEMENT. The estimated contract value for renewal years shall be specifically stated in the renewal.

SO AGREED by the parties on the dates below:	T XI Wal I
Scott Manker	Dana Wiehle
. / /	Director of Lemon Law Arbitration
6/9/16	6. le. 201 le
Date	Date
	MVWTF, Lemon Law Arbitration Program
SSN ¹	Source of Funding
Contract # K04015	

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 facilitate payment for services rendered.