

VAB PRIVATE COUNSEL AGREEMENT

THIS AGREEMENT made and entered into effective _____, 2026 (the "Effective Date"), by and between **AARON THALWITZER, ESQ.** ("Private Counsel"), and the **CLAY COUNTY VALUE ADJUSTMENT BOARD ("VAB")**.

WITNESSETH:

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. Private Counsel hereby agrees to perform the services of Private Counsel to the Clay County Value Adjustment Board for the 2026 tax cycle, which is defined to begin on the Effective Date and end on October 3, 2027, pursuant to the provisions of Section 194.015, Florida Statutes.
2. Private Counsel hereby certifies to VAB that Private Counsel is fully qualified to perform the functions of private counsel under the requirements set forth in Section 194.015, Florida Statutes, and Chapter 12D-9, F.A.C.
3. Private Counsel hereby agrees to perform such services as directed by the VAB, under the terms of this Agreement, and pursuant to any instructions and procedures as may be furnished to the Private Counsel. Private Counsel shall attend meetings of the VAB if so directed.
4. In consideration of Private Counsel performing the above-referenced duties, the VAB shall pay said Private Counsel at a rate of \$225.00 per hour. Mileage will be paid at the IRS mileage reimbursement rate, as same may change from time to time. Private Counsel's expenses and compensation shall be borne three-fifths by the Board of County Commissioners and two-fifths by the School Board. Private Counsel shall submit such invoices which include time sheets supporting such submitted invoices.
5. Private Counsel shall not to distribute or display business cards or otherwise advertise Private Counsel's business while serving as Private Counsel for the VAB.
6. If Private Counsel has knowledge of any scheduling conflicts, Private Counsel shall promptly contact the VAB clerk so that such conflicts may be resolved in a timely manner.
7. Private Counsel shall not enter into any agreements with third parties to delegate any or all of the responsibilities or rights herein set forth.
8. Private Counsel shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be considered to be inconsistent with this relationship or status.
9. Either party hereto may terminate this Agreement without cause upon 30 days' prior written notice. Notice under this Agreement shall be given to Private Counsel by delivering written notice to:

Aaron Thalwitzer, Esq.
299 N. Orlando Ave.
Cocoa Beach, FL 32931
Aaron@BrevardLegal.com

Notice shall be given to VAB by delivering written notice to:

Christine Blanchett, Deputy VAB Clerk
P.O. Box 698
Green Cove Springs, FL 32043
Blanchettc@clayclerk.com

10. All records, books, and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes and shall be retained by the Private Counsel for a period of three (3) years after termination of this agreement.

11. In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.

12. This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted, and construed according to the laws of the State of Florida.

13. Venue for any legal action brought by any party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction and any trial shall be non-jury.

14. This Agreement may be renewed by the VAB at its discretion for an additional one (1) year term upon written notice thereof being delivered by the VAB to the Private Counsel.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

CLAY COUNTY VALUE ADJUSTMENT BOARD

VAB Chairman



Aaron Thalwitzer, Esq.
Private Counsel