



ORANGE COUNTY SPECIAL MAGISTRATE AGREEMENT

1. Performance of Services

The Special Magistrate whose signature appears below has been appointed to perform the services of a Special Magistrate for the Orange County 2025 Value Adjustment Board (the "VAB"). The Special Magistrate agrees to perform his/her services pursuant to the provisions of Sections 194.034 and 194.035, Florida Statutes, applicable provisions of the Florida Administrative Code and Florida law.

The Special Magistrate hereby certifies to the VAB:

- a) that Special Magistrate is fully qualified to perform the functions of a Special Magistrate under the requirements set forth in Section 194.035, Florida Statutes;
- b) that Special Magistrate is not an elected or appointed official or an employee of Orange County;
- c) that Special Magistrate shall not represent a person before the VAB in any tax year during the time he or she shall serve as a Special Magistrate;
- d) that Special Magistrate will successfully complete Department of Revenue training including updated modules and will produce a statement of completion or certificate of completion prior to conducting hearings.

The Special Magistrate further agrees as follows:

Hearings before a Special Magistrate shall be conducted in accordance with Chapter 194, Florida Statutes; the rules promulgated by the Florida Department of Revenue as interpreted by the legal counsel to the VAB; and any Local Administrative Procedures set forth by the VAB.

Special Magistrate newly appointed to serve Orange County will observe two hours of hearings and taking of testimony conducted by a Special Magistrate who previously served Orange County. Special Magistrate will receive payment for observation.

Special Magistrate may be required to attend an orientation session, which will include information on the WebEx application, the Axia VAB software system, hearing schedules and related information. Magistrates will receive compensation for any orientation sessions, if applicable. Failure of any Special Magistrate to substantially comply with this requirement shall be considered detrimental to the VAB process, and cause for termination of this Agreement.

The Orange County 2025 VAB will provide the petitioner and Property Appraiser with the option to attend virtual hearings via WebEx videoconference. Special Magistrate will be required to conduct hearings in person in the Magnolia Place Building, 109 E. Church Street, Suite 450, 4th Floor, Orlando, Florida or at the discretion of the VAB Clerk.

Hearings shall take place as directed by the VAB Clerk or appointed designee and shall begin in October and shall continue consecutively until all cases are heard. Hearings shall be held on Monday through Friday beginning at 8:30 a.m., with the last scheduled hearing beginning at approximately 4:30 p.m. each day. Special Magistrate shall arrive at the hearing site 15 minutes prior to the scheduled hearing time.

Special Magistrates shall confirm hearing schedules the night prior to the next business day for any changes made to the scheduled appearance.

Special Magistrate shall complete written recommendations for “No-Show” hearings during the scheduled hearing time allotment.

When remanding a value assessment, the Special Magistrate shall do so within 72 hours after the conclusion of the hearing.

Upon leaving the hearing site, the Special Magistrate further agrees to return all property belonging to Orange County or the VAB, including without limitation petition files, evidence received by the Special Magistrate or notes taken by the Special Magistrate at the hearing. While conducting virtual hearings, the VAB Clerk will make the appropriate provisions to ensure the Special Magistrate has access to the petition files and evidence. Upon request by the Special Magistrate, the VAB Clerk will make available, for sign-out with the VAB Clerk, petition files, evidence received by the Special Magistrate or notes taken by the Special Magistrate at the hearing two days following the hearing date. Upon finalizing the written recommendation, the Special Magistrate agrees to return all property promptly to the VAB Clerk.

Special Magistrate shall promptly notify the VAB Clerk of any scheduling conflicts so that they may be resolved in a timely manner.

Special Magistrate may not distribute or display business cards or otherwise promote or advertise his or her business while serving as a Special Magistrate for the Orange County VAB.

Special Magistrate shall not enter into any agreements with third parties to delegate any or all of the responsibilities or functions of the Special Magistrate set forth herein. The professional services for which the Special Magistrate has been appointed by the VAB are personal services and shall be performed solely by Special Magistrate.

Upon becoming aware of any conflict of interest or appearance of a conflict of interest, the Special Magistrate shall notify the VAB Clerk immediately and shall recuse himself or herself from hearing any such petition.

Special Magistrate, upon receiving a public records request relating to a Comptroller contract, shall contact the Comptroller’s Office immediately to ensure full compliance with public records laws. Pursuant to Section 119.0701, Florida Statutes, “each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.”

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 836-7300, PR@OCCOMPT.COM, OR P.O. BOX 38, ORLANDO, FL 32802-0038.

2. Compensation

In consideration of Special Magistrate performing the above referenced services, the VAB shall compensate the Special Magistrate under the provisions of Section 194.015, Florida Statutes and the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

The VAB shall compensate Special Magistrates at a rate of \$155 per hour for time spent conducting hearings and completing recommendations. Special Magistrate is guaranteed a minimum of two hours, per day, when assigned petitions are withdrawn, Special Magistrate deems the petitioner a "No-Show", or hearings are rescheduled for good cause at the start of, or during the hearing.

The following paragraph will apply to Special Magistrates residing outside of a 60-mile radius of Orange County. The VAB shall compensate at a rate of \$155 per hour with a guaranteed minimum of four hours, per day, when assigned petitions are withdrawn, Special Magistrate deems the petitioner a "No-Show", or hearings are rescheduled for good cause at the start of, or during the hearing.

Special Magistrate shall, without additional compensation, correct and revise any ministerial errors, identified in the recommendations including but not limited to decision code selections, revisions to before values as read into the record at hearing, mathematical calculations related to a recommendation to grant a reduction, and / or a 'Request for Reconsideration.' In the event the Special Magistrate disagrees that the correction and revision should be without additional compensation, the Special Magistrate may address the matter with the VAB Clerk for consideration on a case by case basis.

As an inducement to hire Special Magistrate, Special Magistrate represents to the VAB that Special Magistrate has sufficient time to, and shall complete each recommended decision within 15 days of the conclusion of each hearing. The VAB may, in its sole and absolute discretion, apply a late fee of \$100 (the "Late Fee") per day the recommended decision is late. Special Magistrate agrees to cure all errors, omissions, and other deficiencies in Special Magistrate's work product, services, or materials without additional compensation, and agrees to comply with the VAB's directives and those of the VAB's designees, including without limitation the VAB Clerk and VAB Counsel, and to submit corrected recommended decisions within 3 days of receiving notice of the need for same. If the Special Magistrate requires additional time to prepare an unusually complex or unique recommended decision, the Special Magistrate shall notify the VAB Clerk in writing and describe the specific reason(s) the recommended decision is unusually complex or unique, and the VAB Clerk shall determine whether to grant additional time to complete the recommended decision. The VAB delegates to the VAB Clerk authority to determine whether and to what extent to apply, forego, and release Late Fees.

3. Accountability of Time

Special Magistrate shall truthfully and accurately record all time spent serving the VAB.

All log-in and log-out times as well as the petition number(s) in which the Magistrate worked prior to clocking out must be documented by the Special Magistrate by using the time tracking system. Special Magistrate may document log-in and log-out times as well the petition number(s) by sending an email to vab@occompt.com in the event the time tracking system is not functioning for a brief period of time. Special Magistrate shall sign weekly timesheets to the VAB Clerk no later than Monday at 5:00 p.m. the following week.

Special Magistrate will receive invoices in a format specified by the VAB Clerk. Special Magistrate acknowledges that each invoice must be reviewed and approved by the VAB Clerk or designee. Should the VAB Clerk or designee objectively determine on the basis of billings for comparable cases that the billing is not commensurate with services performed, work accomplished or hours expended, Special Magistrate shall adjust billing accordingly.

Special Magistrate acknowledges that Special Magistrate is performing services as an independent contractor for the VAB and not as an agent or employee of Orange County, Florida.

4. Termination

Either the VAB, the VAB Clerk, or the Special Magistrate may terminate services of Special Magistrate upon 10 days prior written notice. Notice under this Agreement shall be given to the Special Magistrate by delivering written notice to the email address provided in the Special Magistrate's signed application. Notice shall be given to the VAB by delivering written notice to Anissa Mercado, VAB Supervisor at vab@occompt.com.

AGREED TO this ____ day of _____, 2025.

SPECIAL MAGISTRATE

By: _____
Signature

Printed name: _____