



## **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 2019 Value Adjustment Board (the "VAB"). 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.

Special Magistrate further agrees as follows:

Hearings before 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.

Hearings shall take place as directed by the VAB Clerk or his 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 3:30 p.m. each day.

Special Magistrate shall remain at the hearing site until the close of the business day working toward completion of all written recommendations for petitions considered that day or any day prior wherein the Special Magistrate has not finalized written recommendations.

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

Special Magistrate shall use all reasonable efforts to provide written recommendations to the VAB as soon as reasonably practicable, but in no case longer than twenty-one (21) calendar days after the conclusion of the hearing. In the event a petition requires additional research on the part of the Special Magistrate, the Special Magistrate shall so inform the

VAB Clerk and the VAB Clerk shall advise the Special Magistrate of the time and date certain when the written recommendation will be finalized. 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 magistrate or notes taken by the magistrate at the hearing. 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 magistrate or notes taken by the 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 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, 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 \$125 per hour. Travel time and/or additional expenses shall not be compensated, unless otherwise approved. Special Magistrate is guaranteed a minimum of two (2) hours when assigned petitions are withdrawn or hearings are rescheduled for good cause at the start of, or during the hearing.

For Tangible Personal Property Special Magistrate residing outside of a sixty (60) mile radius of Orange County, the VAB shall compensate at a rate of \$125 per hour with a guaranteed minimum of four (4) hours when assigned petitions are withdrawn or hearings are rescheduled for good cause at the start of, or during the hearing. In the above described situations or if hearings are concluded prior to reaching the minimum number of hours, Special Magistrate shall remain at the hearing site working towards completion of all recommendations for petitions heard that day and/or any day prior in order to receive the guaranteed minimum number of hours.

Special Magistrate shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in his/her work product, services, or materials arising from the negligent act, error or omission of Special Magistrate.

In the event Special Magistrate does not finalize worksheets with the VAB Clerk within twenty-one (21) calendar days of the hearing without good cause shown, the VAB and/or VAB Clerk may use discretion to impose a penalty of \$100 for each day the worksheet is late.

## **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 as the petition number(s) by sending an email to [vab@occompt.com](mailto: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 ten (10) days prior written notice. Notice under this Agreement shall be given to Special Magistrate by delivering written notice to the address shown above. Notice shall be given to the VAB by delivering written notice to:

Katie Smith, Deputy Clerk of the VAB  
PO Box 38  
Orlando, FL 32802-0038  
(407) 836-5447

AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

SPECIAL MAGISTRATE

By: \_\_\_\_\_  
Signature

Printed name: \_\_\_\_\_