

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/18/2023

Contract/Lease Control #: C19-2755-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: STEVEN L. MARSHALL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/08/2023

Expiration Date: 09/07/2026 W/2 1 YR RENEWALS

Description of: APPRAISER SPECIAL MAGISTRATE

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

**AGREEMENT FOR SERVICES OF
APPRAISER SPECIAL MAGISTRATE**

THIS AGREEMENT has been entered between the Okaloosa County Value Adjustment Board, hereinafter referred to as the "Board" and Steven L. Marshall, hereinafter referred to as "Special Magistrate". The effective date of the Agreement shall be the date that both parties have signed the Agreement (and the fulfillment of any other contingencies contained herein).

WHEREAS, Section 194.035(1), Florida Statutes, as well as the Florida Administrative Code, authorizes the Board to appoint special magistrates for the purposes of taking testimony and making recommendations to the Board; and

WHEREAS, the Board has determined it is in the best interest of the public to appoint special magistrates as authorized by law; and

WHEREAS, on September 21, 2022, the Board appointed and approved Steven L. Marshall as Appraiser Special Magistrate for services to be effective immediately.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the Board and the Special Magistrate hereby agree as follows:

The Special Magistrate will perform the duties of Special Magistrate as defined in Section 194.035, Florida Statutes, or as otherwise required by law, administrative rule, or Board procedure.

The Special Magistrate shall provide to the board clerk annually, a copy of the certificate of completion of training and examinations as defined in 12D-012(4)(b) of the Florida Administrative Code before conducting hearings.

The Board shall compensate the Special Magistrate for the performance of its aforementioned duties at a rate of TWO HUNDRED AND FIFTY AND 00/100THS DOLLARS (\$250.00) per hour with a two day per calendar year minimum. If the Special Magistrate is required to work any part of the day(s) that is/are scheduled, he will be entitled to bill for a full eight (8) hour day even if there is not eight (8) hours of billing for that day, for a maximum of two days per calendar year. However, if the Special Magistrate is available for a day and there is no work (i.e., no hearings are scheduled and the date is cancelled), then the Special Magistrate shall be entitled to bill only five (5) hours for that day. Thus, if no hearings are scheduled for a calendar year, the Special Magistrate would be entitled to bill ten (10) hours total for that calendar year (e.g., for the two cancelled days). If, for another example, two days were scheduled and both days were not cancelled but each day resulted in less than eight (8) hours of billable work, the Special Magistrate would be entitled to bill sixteen (16) hours total for that calendar year. And if, for yet another example, two days were scheduled and one day was not cancelled but resulted in less than eight (8) hours of billable work, and the second (2nd) day was cancelled, the Special Magistrate would be entitled to bill thirteen (13) hours total for that calendar year (eight (8) hours for the non-cancelled day and five (5) hours for the cancelled day).

Reimbursement for travel (airfare and car rental), lodging and food per diem (not to include travel time which shall not be billable) shall be limited to reimbursement rates established by the General Services Administration for lodging, travel, and per diem.

The terms of this agreement shall be for three (3) VAB calendar years and may renew for two (2) additional terms of TWO (2) years each at the sole discretion of the Board unless either party terminates this Agreement with a minimum of a NINETY (90) day written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this agreement.

VALUE ADJUSTMENT BOARD

ATTEST:

For 
JD Peacock II, Clerk of Court


Paul Mixon, VAB Chair

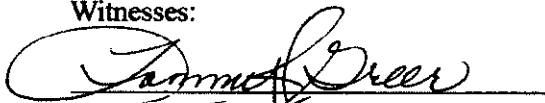
Date: August 16, 2023

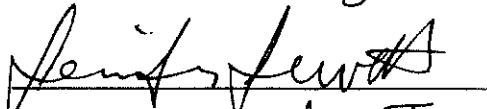
SPECIAL MAGISTRATE


Steven L. Marshall

Date: 8/17/2023

Witnesses:


Printed Name: Jimmy S. Greer


Printed Name: Jennifer Jewett