

Clay County Agreement/Contract No. 2026

AGREEMENT
Real Property Special Magistrate

THIS AGREEMENT ("Agreement") is made and entered into this 30th day of July, 2026, by and between Clay County, a political subdivision of the State of Florida ("County"), and Valtrust ("Special Magistrate").

In consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties and all objections to the sufficiency and adequacy are hereby waived, the parties hereby agree as follows:

1. The effective date of this Agreement is July __, 2026, and this Agreement shall terminate on September 30, 2027.

2. The Special Magistrate agrees to hear petitions filed before the Clay County Value Adjustment Board (VAB) and to take testimony and make written recommendations to the VAB. The Special Magistrate shall comply with the requirements of Chapter 194, Florida Statutes, and Chapter 12D-9 of the Florida Administrative Code in the conduct of the hearings and preparation of the written recommendations of proposed findings of fact and conclusions of law to the VAB.

3. The Special Magistrate shall, with the advice of the VAB attorney, determine whether good cause has been demonstrated by those petitioners who file petitions after the deadline for filing VAB petitions has passed.

4. The Special Magistrate is qualified under Chapter 194, Florida Statutes, to perform the above-referenced services on behalf of the VAB.

5. The terms and obligations contained in the County's request for applications for special masters, Application for Special Master, and the Special Master's Response, are incorporated herein. Copies of these documents are available in the County Attorney's Office.

6. The Special Magistrate shall render written findings of fact and conclusions of law within thirty (30) days after the conclusion of the hearing on each Petition, so that the same may be furnished to the Petitioner and the Property Appraiser and properly presented to the VAB. Time is of the essence with regard to the obligations of the parties to this Agreement.

7. In return for the above-referenced services, the County agrees to pay the Special Magistrate at the rate of \$195.00 per hour, based upon statements received for work accomplished. The County shall make available a recording secretary during the scheduled hearings and provide a suitable work space for the Special Magistrate to conduct hearings on the Petitions. Additionally, the County agrees to pay for up to six (6) hours of VAB online required

training at the Special Magistrate's hourly rate. The Special Magistrate shall not charge for or be

entitled to be reimbursed for travel time to and from VAB matters, and shall not be reimbursed for any other expenses, including, but limited to, mileage, travel, per diem, courier services, telephone, facsimile, legal research subscription service charges, postage or copying charges.

8. The County shall pay the Special Magistrate in accordance with the Local Government Prompt Pay Act as set forth in Part VII of Chapter 218, Florida Statutes.

9. The County may terminate this Agreement without cause by providing written notice to the Special Magistrate thirty (30) days prior to termination by certified U.S. mail, which notice shall be deemed effective upon being deposited in the mail. The County shall also provide a copy of such notice to the VAB. Upon termination, the County is obligated to pay for services already performed by the Special Magistrate at the time of termination, but not yet paid by the County.

10. Non-exclusivity. This Agreement is a non-exclusive agreement and does not create an exclusive relationship between the County and the Special Magistrate. The Special Magistrate shall be free to provide services that are not in conflict with the Services to be provided under the Agreement, and the County shall be free to obtain similar professional services from other Special Magistrates.

11. The Special Magistrate will immediately reveal any conflicting employment relationship.

12. The Special Magistrate acknowledges Clay County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time, amended (together, the Public Records Laws), to release public records to members of the public upon request. The Special Magistrate acknowledges that Clay County is required to comply with the Public Records Laws in the handling of the documents and materials created under this Agreement and that the Public Records Laws control over any contrary terms in this Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Special Magistrate covenants to comply with Public Records Laws to the extent required by law, and in particular to:

- (1)) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- (2)) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3)) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and,
- (4)) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Special Magistrate upon termination of this

Agreement 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 Clay County in a format that is compatible with the information technology systems of Clay County.

Failure to comply with this paragraph 12 shall be deemed a material breach of this Agreement, for which Clay County may terminate this Agreement immediately upon written notice to the Special Magistrate.

13. Scrutinized Companies List and Certification. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement, if the Special Magistrate is found to have been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1). The Scrutinized Companies Certification is attached to a n d incorporated by reference into this Agreement as Exhibit A.

14. ValTrust, designates James Toro, to perform the Special Magistrate services under this Agreement.

Clay County Value Adjustment Board

By: _____
Jim Renninger, Its Chairman

ATTEST:

Tara S. Green,
Clay County Clerk of Court and Comptroller

ValTrust

By: _____
James Toro, II
Senior Managing Director/Partner

EXHIBIT A

Scrutinized Companies Certification

[Clay County: Real Property Special Magistrate VAB]

Name of Company:¹ ValTrust; In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute) the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute, and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

ValTrust

(Seal)

By: _____
James Toro, II
Its: Senior Managing Director/Partner

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.