

**CIVIL TRAFFIC HEARING OFFICER SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this 17<sup>th</sup> day of July,

2024, by and between **MICHAEL BROWN**, whose address is 4700 Millenia Boulevard, Suite 500, Orlando, Florida 32839, in this Agreement referred to as "HEARING OFFICER," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

**WITNESSETH:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified hearing officer to provide hearing officer services for the Eighteenth Judicial Circuit Traffic Court in Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of a hearing officer; and



**WHEREAS**, HEARING OFFICER is competent and qualified to furnish hearing officer services to COUNTY and desires to provide services according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and HEARING OFFICER agree as follows:

**Section 1. Services.** COUNTY retains HEARING OFFICER to furnish services and perform those tasks as further described below:

- (a) HEARING OFFICER will serve at the pleasure of the Chief Judge.
- (b) HEARING OFFICER shall provide services pursuant to the authority of Sections

318.30-318.38, Florida Statutes (2024), Article V, Section 2, Florida Constitution, Rules 6.010-

6.630, Florida Rules of Traffic Court, and the Eighteenth Judicial Circuit Administrative Orders, as all of these provisions may be amended from time to time.

(c) HEARING OFFICER is subject to the Rules Regulating The Florida Bar and the Florida Code of Judicial Conduct.

(d) HEARING OFFICER shall not wear judicial robes, but shall at all times dress in attire appropriate to an attorney appearing in Court.

(e) HEARING OFFICER shall avoid practices or occupations that would result in a conflict of interest or give the appearance of impropriety. HEARING OFFICER is prohibited from representing clients or practicing before any other Hearing Officer of a civil traffic court or from representing clients in any civil traffic hearings before Seminole County Court Judges. In the event HEARING OFFICER determines there exists a conflict of interest regarding any case to be heard by HEARING OFFICER, HEARING OFFICER shall immediately advise Seminole Court Administration, Eighteenth Judicial Circuit (in this Agreement, "Court Administration").

(f) HEARING OFFICER shall attend meetings and trainings as scheduled by the Chief Judge, Administrative County Judge, or Court Administration.

**Section 2. Qualifications.** HEARING OFFICER shall have and maintain the following qualifications:

(a) HEARING OFFICER shall remain a member in good standing of The Florida Bar for the duration of this Agreement. If HEARING OFFICER is suspended, is disbarred, or resigns from The Florida Bar, then this Agreement will be cancelled, void, and terminated without recourse.

(b) HEARING OFFICER shall have completed the forty (40) hour education and training program that has been approved by the Florida Supreme Court. HEARING OFFICER

shall complete a four (4) hour continuing education program annually that has been approved by the Office of the State Courts and Chief Judge or their designee. HEARING OFFICER shall pay HEARING OFFICER's certification and continuing education fees, if applicable. HEARING OFFICER shall possess the skills and ability to competently perform the duties of a hearing officer as authorized by the Court. HEARING OFFICER shall immediately notify Court Administration if HEARING OFFICER fails to complete all necessary training provided by the Court on an annual basis.

(c) HEARING OFFICER shall maintain all licenses and approvals required to conduct HEARING OFFICER's business. HEARING OFFICER shall conduct HEARING OFFICER's business activities in a reputable manner at all times. HEARING OFFICER shall submit proof of such licenses and approvals to the Court Administrator upon request.

(d) HEARING OFFICER shall immediately notify Court Administration of any problem or complaint filed against HEARING OFFICER or if HEARING OFFICER has been formally or informally disciplined or has agreed to discipline through The Florida Bar.

### **Section 3. Compensation, Billing and Payment.**

(a) For the professional services provided pursuant to this Agreement, COUNTY shall compensate HEARING OFFICER a fixed fee in the amount of SIXTY AND NO/100 DOLLARS (\$60.00) per hour for actual hours served, with a three (3) hour minimum for the term of this Agreement. HEARING OFFICER shall perform all work required pursuant to this Agreement, but in no event may HEARING OFFICER be paid more than the negotiated fee amount stated above.

(b) COUNTY shall make payments to HEARING OFFICER when requested as work progresses for services furnished, but not more than once monthly. HEARING OFFICER may

invoice amounts due based on the total required services actually performed and completed. Upon review and approval of HEARING OFFICER's invoice, COUNTY shall pay HEARING OFFICER the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes (2024), as this statute may be amended from time to time.

(c) HEARING OFFICER shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to the following information:

(1) The name and address of HEARING OFFICER.

(2) A complete and accurate record of services performed by HEARING OFFICER for all services performed by HEARING OFFICER during that month and for which COUNTY is being billed.

(3) A description of the services rendered in Section 3(c)(2) above with sufficient detail to identify the exact nature of the work performed.

(4) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

(d) HEARING OFFICER shall send the original invoice and one (1) copy to the following:

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

(e) HEARING OFFICER shall send two (2) copies of the invoice to the following:

Seminole County Court Administration  
101 Eslinger Way  
Sanford, Florida 32773

(f) COUNTY shall make payment to HEARING OFFICER after COUNTY'S review and approval within thirty (30) days of receipt of a proper invoice from HEARING OFFICER.

(g) HEARING OFFICER will not be compensated for travel time or travel expenses.

(h) HEARING OFFICER will not be provided space at any County courthouse other than the designated space set aside for performance of HEARING OFFICER's duties. HEARING OFFICER shall furnish HEARING OFFICER's own equipment and supplies.

**Section 4. Audit of Records.**

(a) COUNTY may perform, or have performed, an audit of the records of HEARING OFFICER at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to HEARING OFFICER and COUNTY. Total compensation to HEARING OFFICER may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to HEARING OFFICER. Conduct of this audit will not delay final payment as required by Section 4(b) below.



(b) HEARING OFFICER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. HEARING OFFICER shall make such materials available at HEARING OFFICER's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in Section 4(b) above, reveals any overpayment by COUNTY under the terms of this Agreement, HEARING OFFICER shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 5. Responsibility of HEARING OFFICER.**

(a) HEARING OFFICER is responsible for the professional quality of services furnished by HEARING OFFICER under this Agreement. HEARING OFFICER shall correct or revise any errors or deficiencies in HEARING OFFICER's services without additional compensation.

(b) COUNTY's review, approval, acceptance, payment, or any combination of these actions with respect to this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. HEARING OFFICER is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by HEARING OFFICER's performance of any of the services furnished under this Agreement.



**Section 6. Term.** This Agreement takes effect on the date of its execution by COUNTY and will remain in effect until September 30, 2024. At the option of COUNTY, this Agreement may be renewed, in writing, for two (2) additional one (1) year terms. Written notice of the renewal, if any, will be issued by COUNTY prior to the expiration of the current term. Otherwise, this Agreement will terminate upon the expiration of the current term.

**Section 7. Termination.**

(a) By written notice to HEARING OFFICER, COUNTY may terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of HEARING OFFICER to fulfill HEARING OFFICER's obligations under this Agreement. Upon receipt of such notice, HEARING OFFICER shall take the following actions:

(1) HEARING OFFICER shall immediately discontinue all services under this Agreement unless the notice directs otherwise.

(2) HEARING OFFICER shall deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by HEARING OFFICER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, HEARING OFFICER will be paid compensation for services performed to the date of termination. HEARING OFFICER will be paid no more than a percentage of the fixed fee amount equivalent to the percentage of the completion of work contemplated by this Agreement.

(c) If the termination is due to the failure of HEARING OFFICER to fulfill HEARING OFFICER's obligations under this Agreement, the Chief Judge will reassign HEARING OFFICER's cases to another hearing officer.



(d) If after notice of termination for HEARING OFFICER's failure to fulfill HEARING OFFICER's obligations under this Agreement, it is determined that HEARING OFFICER did not so fail, the termination will be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in Section 7(b) above.

(e) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**Section 8. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

**Section 9. Indemnification of COUNTY.** HEARING OFFICER shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and

all claim, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to HEARING OFFICER's provision of services under this Agreement, whether caused by HEARING OFFICER or otherwise. This hold harmless, release, and indemnification includes any claim based on negligence, action, or inaction of the parties. However, nothing in this Agreement is intended to affect HEARING OFFICER's independent authority in conducting hearings or any judicial immunity afforded HEARING OFFICER under applicable law.

**Section 10. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

**Section 11. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 12. Independent Contractor.** Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting HEARING OFFICER, including HEARING OFFICER's officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. HEARING OFFICER is to be and will remain an independent contractor with respect to all services performed under this Agreement.



**Section 13. Services Not Provided For.** No claim for services furnished by HEARING OFFICER not specifically provided for in this Agreement will be honored by COUNTY.

**Section 14. Public Records Law.**

(a) HEARING OFFICER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as all of these provisions may be amended from time to time, to release public records to members of the public upon request. HEARING OFFICER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as these provisions may be amended from time to time, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, HEARING OFFICER shall provide COUNTY with all requested public records in HEARING OFFICER's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time.

(b) HEARING OFFICER specifically acknowledges HEARING OFFICER's obligations to comply with Section 119.071, Florida Statutes (2024), as this statute may be amended from time to time, with regard to public records and shall perform the following:

(1) HEARING OFFICER shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) HEARING OFFICER shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does

not exceed the cost provided in Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, or as otherwise provided by law.

(3) HEARING OFFICER shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, HEARING OFFICER shall transfer, at no cost to COUNTY, all public records in possession of HEARING OFFICER, or keep and maintain public records required by COUNTY under this Agreement. If HEARING OFFICER transfers all public records to COUNTY upon completion of this Agreement, HEARING OFFICER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HEARING OFFICER keeps and maintains the public records upon completion of this Agreement, HEARING OFFICER must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to HEARING OFFICER. HEARING OFFICER may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2024), as this statute may be amended from time to time.

**(e) IF HEARING OFFICER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HEARING OFFICER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HEARING OFFICER MAY CONTACT THE CHIEF**

**DEPUTY COURT ADMINISTRATOR, AT 407-665-4255,  
kelly.bierfreund@flcourts18.org.**

**Section 15. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole Court Administration  
101 Eslinger Way  
Sanford, Florida 3277

**For HEARING OFFICER:**

Michael Brown  
4700 Millenia Boulevard, Suite 500  
Orlando, FL 32839



**Section 16. Rights At Law Retained.** The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

**Section 17. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, HEARING OFFICER shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to HEARING OFFICER.

**Section 18. Conflict of Interest.**

(a) HEARING OFFICER shall not engage in any action that would create a conflict of interest in the performance of HEARING OFFICER's obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), relating to ethics in government, as this statute may be amended from time to time.

(b) HEARING OFFICER hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes (2024), as this statute may be amended from time to time, as over 5%), either directly or indirectly, in the business of HEARING OFFICER to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes (2024), as this statute may be amended from time to time, HEARING OFFICER hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

**Section 19. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

[Signature]  
Witness  
JAMES J. DEKLEVA  
Print Name

By: [Signature]  
MICHAEL BROWN  
Date: 6/17/24

[Signature]  
Witness

Shelbi-Ann SiSaleumsak  
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
 JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2024, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

DGS/sfa  
06/19/2024

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