

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Traffic Hearing Officer Renewal Contracts for 2009/10

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: Cindy Coto **CONTACT:** Sharon Peters **EXT:** 7211

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute five (5) Civil Traffic Hearing Officer Service Agreements for 2009/10.

County-wide

Cynthia Coto

BACKGROUND:

The Civil Traffic Hearing Officers' program (THO) was established by the County to retain the services of qualified and competent hearing officers who would provide services to the 18th Judicial Circuit Traffic Court in Seminole County.

Traffic Hearing Officers provide services and serve at the pleasure of the Chief Judge pursuant to Sections 318.30-318.38, Florida Statutes; Article V, Section 2, Florida Constitution; Rule 6.010-6.630, Florida Rules of Traffic Court and the Eighteenth Judicial Circuit Administrative Orders and subject to the Florida Bar Code of Professional Responsibility and to the Judicial Code of Ethics.

The Officers hear between 70-120 cases daily on each of four (4) days per week, totalling approximately 20,000 cases annually which would otherwise have to be heard by County Judges and greatly overload the system.

The sum of \$25,000 is budgeted in 00100.033000.530310 for FY 09/10.

STAFF RECOMMENDATION:

Staff recommends Board approval for the five Civil Traffic Hearing Officer Service Agreements for 2009/10.

ATTACHMENTS:

1. Civil Traffic Hearing Officer Agreement - Cino
2. Civil Traffic Hearing Officer - Morrison
3. Civil Traffic Hearing Officer - Pascucci
4. Civil Traffic Hearing Officer Agreement - Perzan
5. Civil Traffic Hearing Officer Agreement - Tunstall

Additionally Reviewed By:	
<input checked="" type="checkbox"/>	Budget Review (Lisa Spriggs, Timothy Jecks)
<input checked="" type="checkbox"/>	County Attorney Review (Susan Dietrich)

CIVIL TRAFFIC HEARING OFFICER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of August, 2009, by and between **CHARLES J. CINO**, whose address is 555 West Granada Boulevard, Ormond Beach, Florida 32174, hereinafter referred to as "HEARING OFFICER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified hearing officer to provide hearing officer services for the 18th Judicial Circuit Traffic Court in Seminole County; and

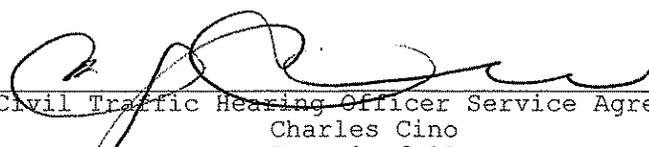
WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of a hearing officer; and

WHEREAS, HEARING OFFICER is  competent and qualified to furnish hearing officer services to COUNTY and desires to provide his services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain HEARING OFFICER to furnish services and perform those tasks as further described below:

- (a) Serve at the pleasure of the Chief Judge.
- (b) Provide services pursuant to the authority of Sections 318.30-318.38, Florida Statutes; Article V, Section 2, Florida Constitution; Rule 6.010-6.630, Florida Rules of Traffic Court and the Eighteenth Judicial Circuit Administrative Orders.
- (c) Subject to the Florida Bar Code of Professional Responsibility and to the Judicial Code of Ethics.


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

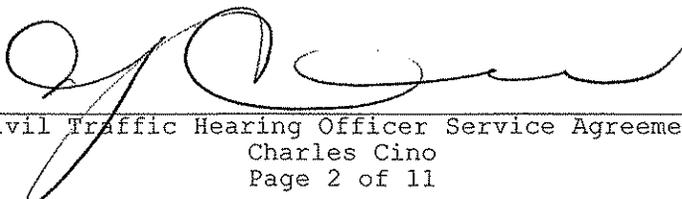
(e) Shall avoid practices or occupations that would be a conflict or give the appearance of impropriety. The HEARING OFFICER is prohibited from representing clients or practicing before any other Hearing Officer of a civil traffic court or from representing clients in any civil traffic hearings before Seminole County Court Judges. In the event that the HEARING OFFICER determines he has a conflict of interest regarding any case to be heard by him, he shall immediately advise Court Administration.

(f) Attend meetings and trainings as scheduled by the Chief Judge, Administrative County Judge and/or Court Administration.

SECTION 2. QUALIFICATIONS. The HEARING OFFICER must:

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

(b) Have completed the forty (40) hour education and training program which has been approved by the Florida Supreme Court. HEARING OFFICER shall complete a four (4) hour continuing education program annually which has been approved by the Office of the State Courts and Chief Judge or designee. HEARING OFFICER shall pay his 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 he fails to complete all necessary training provided by the Court on an annual basis.


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(c) Agree to maintain all licenses and approvals required to conduct his business, and, at all times, conduct his business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Court Administrator upon request.

(d) Immediately notify Court Administration of any problem and/or complaint filed against the HEARING OFFICER if the HEARING OFFICER has been formally or informally sanctioned or has agreed to sanctions.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate HEARING OFFICER for the professional services provided pursuant to this Agreement a fixed fee in the amount of FIFTY AND NO/100 DOLLARS (\$50.00) 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 shall HEARING OFFICER be paid more than the negotiated fee amount stated above.

(b) Payments shall be made 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, within thirty (30) days of receipt of the invoice, pay HEARING OFFICER the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) 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 (2) above with sufficient detail to identify the exact nature of the work performed; and

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

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from HEARING OFFICER.

(c) The HEARING OFFICER  shall not be compensated for travel time or travel expenses.

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

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of HEARING OFFICER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to HEARING OFFICER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to HEARING OFFICER may be determined subsequent to an audit as provided for in subsection (b) of this Section and the total compensation so determined shall be used to calculate final payment to HEARING OFFICER.

Conduct of this audit shall not delay payment as required by Section 3(b).

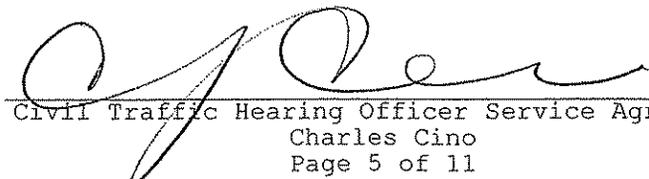
(b) HEARING OFFICER agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as to readily conform to the terms of this Agreement. HEARING OFFICER agrees to make such materials available at HEARING OFFICER's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

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, 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 6. RESPONSIBILITY OF HEARING OFFICER.

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

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and HEARING OFFICER shall be and 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.


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SECTION 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until September 30, 2010.

SECTION 8. TERMINATION.

(a) COUNTY may, by written notice to HEARING OFFICER, 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 Agreement obligations. Upon receipt of such notice, HEARING OFFICER shall:

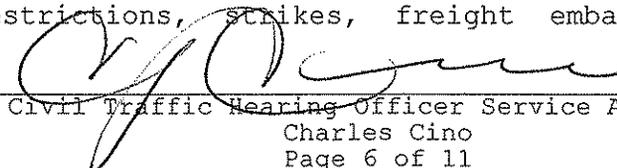
(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all files, case reports, 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 shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of HEARING OFFICER to fulfill his Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, HEARING OFFICER shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. HEARING OFFICER shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of HEARING OFFICER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually


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severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of HEARING OFFICER.

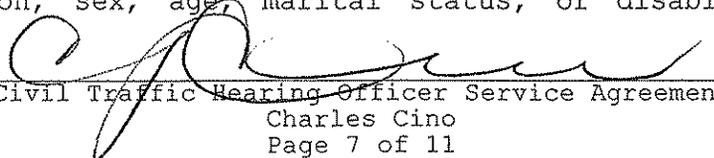
(d) In the event the HEARING OFFICER is unable to perform this Agreement due to an injury or illness, or for other similar cause beyond the control of the HEARING OFFICER, then the HEARING OFFICER may be released from any and all obligations under this Agreement.

(e) In the event the HEARING OFFICER fails to meet minimum performance standards as determined by the Chief Judge and/or Court Administration and existing program policy procedures, or has been sanctioned by the Florida Bar, COUNTY reserves the right to either terminate this agreement or discontinue the services of said HEARING OFFICER until such time as the HEARING OFFICER has received further training or the HEARING OFFICER has complied with any sanctions.

(f) If, after notice of  termination for failure to fulfill Agreement obligations, it is determined that HEARING OFFICER had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(g) 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 9. EQUAL OPPORTUNITY EMPLOYMENT. HEARING OFFICER shall pay any and all applicable taxes required by law and is responsible for reviewing and complying with all pertinent State and Federal laws, including but not limited to, Title II of the 1964 Civil Rights Act, the Americans with Disabilities Act of 1990 and any other Federal or State law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability. HEARING


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OFFICER is responsible for reviewing and complying with all pertinent county and city ordinances. Violation of these provisions by HEARING OFFICER shall be grounds for termination of this Agreement by the COUNTY without liability for payment of cancellation or other charges, except for payment of services previously performed.

SECTION 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 11. INDEMNIFICATION OF COUNTY. HEARING OFFICER agrees to hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by HEARING OFFICER whether caused by HEARING OFFICER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties. The HEARING OFFICER acknowledges adequate consideration for this indemnification provision.

SECTION 12. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 13. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions

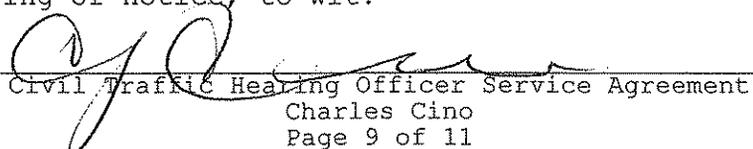
contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 14. INDEPENDENT CONTRACTS. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting HEARING OFFICER, including its 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 shall remain an independent HEARING OFFICER with respect to all services performed under this Agreement.

SECTION 15. SERVICES NOT PROVIDED FOR. No claim for services furnished by HEARING OFFICER not specifically provided for herein shall be honored by COUNTY.

SECTION 16. PUBLIC RECORDS LAW. HEARING OFFICER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes,  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, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 17. NOTICES. Whenever either party desires to give notice unto 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 shall remain such until it shall have 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, to wit:


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For COUNTY:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

For HEARING OFFICER:

Charles J. Cino
555 West Granada Boulevard E-12
Ormond Beach, FL 32174

SECTION 18. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

SECTION 19. 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 hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to HEARING OFFICER.

SECTION 20. CONFLICT OF INTEREST.

(a) HEARING OFFICER agrees that he will not engage in any action that would create a conflict of interest in the performance of his obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(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 as over 5 percent) either directly or indirectly, in the business of HEARING OFFICER to be conducted here and


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that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, 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.

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

HEARING OFFICER

Lisa M. Campbell
Witness
Lisa M. Campbell
Print Name
Madrox
Witness
Pamela Madrox
Print Name

By: 
CHARLES J. CINO

Date: 8/31/09

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: BOB DALLARI, Chairman.

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

County Attorney

SED/dre
08/20/09
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CIVIL TRAFFIC HEARING OFFICER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of August, 2009, by and between **CHRISTOPHER H. MORRISON**, whose address is 1215 Louisiana Avenue, Winter Park, Florida 32789, hereinafter referred to as "HEARING OFFICER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified hearing officer to provide hearing officer services for the 18th 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 his services according to the terms and conditions stated herein,

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(c) Agree to maintain all licenses and approvals required to conduct his business, and, at all times, conduct his business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Court Administrator upon request.

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- (1) The name and address of HEARING OFFICER;
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(3) A description of the services rendered in (2) above with sufficient detail to identify the exact nature of the work performed; and

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

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Seminole County Board of County Commissioners
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Two (2) copies of the invoice shall be sent to:

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SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of HEARING OFFICER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to HEARING OFFICER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to HEARING OFFICER may be determined subsequent to an audit as provided for in subsection (b) of this Section and the total compensation so determined shall be used to calculate final payment to HEARING OFFICER.

Conduct of this audit shall not final payment as required by Section 3(b).

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

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, 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 6. RESPONSIBILITY OF HEARING OFFICER.

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

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and HEARING OFFICER shall be and 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 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until September 30, 2010.

SECTION 8. TERMINATION.

(a) COUNTY may, by written notice to HEARING OFFICER, 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 Agreement obligations. Upon receipt of such notice, HEARING OFFICER shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all files, case reports, 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 shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of HEARING OFFICER to fulfill his Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, HEARING OFFICER shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. HEARING OFFICER shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of HEARING OFFICER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of HEARING OFFICER.

(d) In the event the HEARING OFFICER is unable to perform this Agreement due to an injury or illness, or for other similar cause beyond the control of the HEARING OFFICER, then the HEARING OFFICER may be released from any and all obligations under this Agreement.

(e) In the event the HEARING OFFICER fails to meet minimum performance standards as determined by the Chief Judge and/or Court Administration and existing program policy procedures, or has been sanctioned by the Florida Bar, COUNTY reserves the right to either terminate this agreement or discontinue the services of said HEARING OFFICER until such time as the HEARING OFFICER has received further training or the HEARING OFFICER has complied with any sanctions.

(f) If, after notice of  termination for failure to fulfill Agreement obligations, it is determined that HEARING OFFICER had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(g) 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 9. EQUAL OPPORTUNITY EMPLOYMENT. HEARING OFFICER shall pay any and all applicable taxes required by law and is responsible for reviewing and complying with all pertinent State and Federal laws, including but not limited to, Title II of the 1964 Civil Rights Act, the Americans with Disabilities Act of 1990 and any other Federal or State law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability. HEARING

OFFICER is responsible for reviewing and complying with all pertinent county and city ordinances. Violation of these provisions by HEARING OFFICER shall be grounds for termination of this Agreement by the COUNTY without liability for payment of cancellation or other charges, except for payment of services previously performed.

SECTION 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 11. INDEMNIFICATION OF COUNTY. HEARING OFFICER agrees to hold harmless, release and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by HEARING OFFICER whether caused by HEARING OFFICER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties. The HEARING OFFICER acknowledges adequate consideration for this indemnification provision.

SECTION 12. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 13. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions

contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 14. INDEPENDENT CONTRACTS. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting HEARING OFFICER, including its 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 shall remain an independent HEARING OFFICER with respect to all services performed under this Agreement.

SECTION 15. SERVICES NOT PROVIDED FOR. No claim for services furnished by HEARING OFFICER not specifically provided for herein shall be honored by COUNTY.

SECTION 16. PUBLIC RECORDS LAW. HEARING OFFICER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes  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 in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 17. NOTICES. Whenever either party desires to give notice unto 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 shall remain such until it shall have 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, to wit:

For COUNTY:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

For HEARING OFFICER:

Christopher H. Morrison
1215 Louisiana Avenue
Winter Park, FL 32789

SECTION 18. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

SECTION 19. 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 hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to HEARING OFFICER.

SECTION 20. CONFLICT OF INTEREST.

(a) HEARING OFFICER agrees that he will not engage in any action that would create a conflict of interest in the performance of his obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(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, as over 5 percent) either directly or indirectly, in the business of HEARING OFFICER to be conducted here and

that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, 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.

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

Kelly Burnett
Witness
KELLY BURNETT
Print Name
Kelley Rowland
Witness
Kelley Rowland
Print Name

HEARING OFFICER
By: [Signature]
CHRISTOPHER H. MORRISON
Date: 9/31/09

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

County Attorney

SED/dre
08/20/09
P:\Users\Legal Secretary Csb\Miscellaneous\Hearing Officer Agreement 09-10 - Christopher Morrison.Doc

CIVIL TRAFFIC HEARING OFFICER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of September, 2009, by and between JOHN A. PASCUCCI, whose address is 24 Fenimore Lane, Palm Coast, Florida 32137, hereinafter referred to as "HEARING OFFICER", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified hearing officer to provide hearing officer services for the 18th 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 his services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain HEARING OFFICER to furnish services and perform those tasks as further described below:

- (a) Serve at the pleasure of the Chief Judge.
- (b) Provide services pursuant to the authority of Sections 318.30-318.38, Florida Statutes; Article V, Section 2, Florida Constitution; Rule 6.010-6.630, Florida Rules of Traffic Court and the Eighteenth Judicial Circuit Administrative Orders.
- (c) Subject to the Florida Bar Code of Professional Responsibility and to the Judicial Code of Ethics.

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

(e) Shall avoid practices or occupations that would be a conflict or give the appearance of impropriety. The 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 that the HEARING OFFICER determines he has a conflict of interest regarding any case to be heard by him, he shall immediately advise Court Administration.

(f) Attend meetings and trainings as scheduled by the Chief Judge, Administrative County Judge and/or Court Administration.

SECTION 2. QUALIFICATIONS. The HEARING OFFICER must:

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

(b) Have completed the forty (40) hour education and training program which has been approved by the Florida Supreme Court. HEARING OFFICER shall complete a four (4) hour continuing education program annually which has been approved by the Office of the State Courts and Chief Judge or designee. HEARING OFFICER shall pay his 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 he fails to complete all necessary training provided by the Court on an annual basis.

(c) Agree to maintain all licenses and approvals required to conduct his business, and, at all times, conduct his business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Court Administrator upon request.

(d) Immediately notify Court Administration of any problem and/or complaint filed against the HEARING OFFICER if the HEARING OFFICER has been formally or informally sanctioned or has agreed to sanctions.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate HEARING OFFICER for the professional services provided pursuant to this Agreement a fixed fee in the amount of FIFTY AND NO/100 DOLLARS (\$50.00) 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 shall HEARING OFFICER be paid more than the negotiated fee amount stated above.

(b) Payments shall be made to HEARING OFFICER when requested as services are 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, within thirty (30) days of receipt of the invoice, pay HEARING OFFICER the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) 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 (2) above with sufficient detail to identify the exact nature of the work performed; and

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

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from HEARING OFFICER.

(c) The HEARING OFFICER  shall not be compensated for travel time or travel expenses.

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

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of HEARING OFFICER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to HEARING OFFICER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to HEARING OFFICER may be determined subsequent to an audit as provided for in subsection (b) of this Section and the total compensation so determined shall be used to calculate final payment to HEARING OFFICER.

Conduct of this audit shall not delay payment as required by Section 3(b).

(b) HEARING OFFICER agrees to 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 agrees to make such materials available at HEARING OFFICER's office at all reasonable times during this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, 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 6. RESPONSIBILITY OF HEARING OFFICER.

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

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and HEARING OFFICER shall be and 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 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until September 30, 2010.

SECTION 8. TERMINATION.

(a) COUNTY may, by written notice to HEARING OFFICER, 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 Agreement obligations. Upon receipt of such notice, HEARING OFFICER shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all files, case reports, 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 shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of HEARING OFFICER to fulfill his Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, HEARING OFFICER shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. HEARING OFFICER shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of HEARING OFFICER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of HEARING OFFICER.

(d) In the event the HEARING OFFICER is unable to perform this Agreement due to an injury or illness, or for other similar cause beyond the control of the HEARING OFFICER, then the HEARING OFFICER may be released from any and all obligations under this Agreement.

(e) In the event the HEARING OFFICER fails to meet minimum performance standards as determined by the Chief Judge and/or Court Administration and existing program policy procedures, or has been sanctioned by the Florida Bar, COUNTY reserves the right to either terminate this agreement or discontinue the services of said HEARING OFFICER until such time as the HEARING OFFICER has received further training or the HEARING OFFICER has complied with any sanctions.

(f) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that HEARING OFFICER had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(g) 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 9. EQUAL OPPORTUNITY EMPLOYMENT. HEARING OFFICER shall pay any and all applicable taxes required by law and is responsible for reviewing and complying with all pertinent State and Federal laws, including but not limited to, Title II of the 1964 Civil Rights Act, the Americans with Disabilities Act of 1990 and any other Federal or State law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability. HEARING

OFFICER is responsible for reviewing and complying with all pertinent County and city ordinances. Violation of these provisions by HEARING OFFICER shall be grounds for termination of this Agreement by the COUNTY without liability for payment of cancellation or other charges, except for payment of services previously performed.

SECTION 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 11. INDEMNIFICATION OF COUNTY. HEARING OFFICER agrees to hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by HEARING OFFICER whether caused by HEARING OFFICER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties. The HEARING OFFICER acknowledges adequate consideration for this indemnification provision.

SECTION 12. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 13. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions

contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 14. INDEPENDENT CONTRACTS. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting HEARING OFFICER, including its 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 shall remain an independent HEARING OFFICER with respect to all services performed under this Agreement.

SECTION 15. SERVICES NOT PROVIDED FOR. No claim for services furnished by HEARING OFFICER not specifically provided for herein shall be honored by COUNTY.

SECTION 16. PUBLIC RECORDS LAW. HEARING OFFICER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes,  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, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 17. NOTICES. Whenever either party desires to give notice unto 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 shall remain such until it shall have 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, to wit:

For COUNTY:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

For HEARING OFFICER:

John A. Pascucci
24 Fenimore Lane
Palm Coast, FL 32137

SECTION 18. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

SECTION 19. 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 hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to HEARING OFFICER.

SECTION 20. CONFLICT OF INTEREST.

(a) HEARING OFFICER agrees that he will not engage in any action that would create a conflict of interest in the performance of his obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(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, as over 5 percent) either directly or indirectly, in the business of HEARING OFFICER to be conducted here and

that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, 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.

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

HEARING OFFICER

Dep R Blaine

Witness

Rick Blaine F.C.S.O. #445

Print Name

S. Williams FCSD #360

Witness

S. Williams

Print Name

By: John A Pascucci
JOHN A. PASCUCCI

Date: 9-1-09

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: BOB DALLARI, Chairman

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

County Attorney

SED/dre
08/20/09
P:\Users\Legal Secretary Csb\Miscellaneous\Hearing Officer Agreement 09-10 - John Pascucci.Doc

CIVIL TRAFFIC HEARING OFFICER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of SEPTEMBER, 2009, by and between **JOSEPH C. PERZAN**, whose address is 260 Maitland Avenue, Suite 1500, Altamonte Springs, Florida 32701, hereinafter referred to as "HEARING OFFICER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified hearing officer to provide hearing officer services for the 18th 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 his services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain HEARING OFFICER to furnish services and perform those tasks as further described below:

- (a) Serve at the pleasure of the Chief Judge.
- (b) Provide services pursuant to the authority of Sections 318.30-318.38, Florida Statutes; Article V, Section 2, Florida Constitution; Rule 6.010-6.630, Florida Rules of Traffic Court and the Eighteenth Judicial Circuit Administrative Orders.
- (c) Subject to the Florida Bar Code of Professional Responsibility and to the Judicial Code of Ethics.

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

(e) Shall avoid practices or occupations that would be a conflict or give the appearance of impropriety. The 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 that the HEARING OFFICER determines he has a conflict of interest regarding any case to be heard by him, he shall immediately advise Court Administration.

(f) Attend meetings and trainings as scheduled by the Chief Judge, Administrative County Judge and/or Court Administration.

SECTION 2. QUALIFICATIONS. The HEARING OFFICER must:

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

(b) Have completed the forty (40) hour education and training program which has been approved by the Florida Supreme Court. HEARING OFFICER shall complete a four (4) hour continuing education program annually which has been approved by the Office of the State Courts and Chief Judge or designee. HEARING OFFICER shall pay his 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 he fails to complete all necessary training provided by the Court on an annual basis.

(c) Agree to maintain all licenses and approvals required to conduct his business, and, at all times, conduct his business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Court Administrator upon request.

(d) Immediately notify Court Administration of any problem and/or complaint filed against the HEARING OFFICER if the HEARING OFFICER has been formally or informally sanctioned or has agreed to sanctions.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate HEARING OFFICER for the professional services provide pursuant to this Agreement a fixed fee in the amount of FIFTY AND NO/100 DOLLARS (\$50.00) 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 shall HEARING OFFICER be paid more than the negotiated fee amount stated above.

(b) Payments shall be made 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, within thirty (30) days of receipt of the invoice, pay HEARING OFFICER the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) 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 (2) above with sufficient detail to identify the exact nature of the work performed; and

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

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from HEARING OFFICER.

(c) The HEARING OFFICER  shall not be compensated for travel time or travel expenses.

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

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of HEARING OFFICER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to HEARING OFFICER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to HEARING OFFICER may be determined subsequent to an audit as provided for in subsection (b) of this Section and the total compensation so determined shall be used to calculate final payment to HEARING OFFICER.

Conduct of this audit shall not delay payment as required by Section 3(b).

(b) HEARING OFFICER agrees to 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 agrees to make such materials available at HEARING OFFICER's office at all reasonable times during this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, 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 6. RESPONSIBILITY OF HEARING OFFICER.

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

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and HEARING OFFICER shall be and 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 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until September 30, 2010.

SECTION 8. TERMINATION.

(a) COUNTY may, by written notice to HEARING OFFICER, 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 Agreement obligations. Upon receipt of such notice, HEARING OFFICER shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all files, case reports, 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 shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of HEARING OFFICER to fulfill his Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, HEARING OFFICER shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. HEARING OFFICER shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of HEARING OFFICER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of HEARING OFFICER.

(d) In the event the HEARING OFFICER is unable to perform this Agreement due to an injury or illness, or for other similar cause beyond the control of the HEARING OFFICER, then the HEARING OFFICER may be released from any and all obligations under this Agreement.

(e) In the event the HEARING OFFICER fails to meet minimum performance standards as determined by the Chief Judge and/or Court Administration and existing program policy procedures, or has been sanctioned by the Florida Bar, COUNTY reserves the right to either terminate this agreement or discontinue the services of said HEARING OFFICER until such time as the HEARING OFFICER has received further training or the HEARING OFFICER has complied with any sanctions.

(f) If, after notice of  termination for failure to fulfill Agreement obligations, it is determined that HEARING OFFICER had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(g) 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 9. EQUAL OPPORTUNITY EMPLOYMENT. HEARING OFFICER shall pay any and all applicable taxes required by law and is responsible for reviewing and complying with all pertinent State and Federal laws, including but not limited to, Title II of the 1964 Civil Rights Act, the Americans with Disabilities Act of 1990 and any other Federal or State law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability. HEARING

OFFICER is responsible for reviewing and complying with all pertinent county and city ordinances. Violation of these provisions by HEARING OFFICER shall be grounds for termination of this Agreement by the COUNTY without liability for payment of cancellation or other charges, except for payment of services previously performed.

SECTION 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 11. INDEMNIFICATION OF COUNTY. HEARING OFFICER agrees to hold harmless, release and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by HEARING OFFICER whether caused by HEARING OFFICER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties. The HEARING OFFICER acknowledges adequate consideration for this indemnification provision.

SECTION 12. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 13. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions

contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 14. INDEPENDENT CONTRACTS. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting HEARING OFFICER, including its 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 shall remain an independent HEARING OFFICER with respect to all services performed under this Agreement.

SECTION 15. SERVICES NOT PROVIDED FOR. No claim for services furnished by HEARING OFFICER not specifically provided for herein shall be honored by COUNTY.

SECTION 16. PUBLIC RECORDS LAW. HEARING OFFICER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes  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 in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 17. NOTICES. Whenever either party desires to give notice unto 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 shall remain such until it shall have 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, to wit:

For COUNTY:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

For HEARING OFFICER:

Joseph C. Perzan
260 Maitland Avenue, Suite 1500
Altamonte Springs, FL 32701

SECTION 18. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

SECTION 19. 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 hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to HEARING OFFICER.

SECTION 20. CONFLICT OF INTEREST.

(a) HEARING OFFICER agrees that he will not engage in any action that would create a conflict of interest in the performance of his obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(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, as over 5 percent) either directly or indirectly, in the business of HEARING OFFICER to be conducted here and

that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, 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.

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

Manssa Whateley
Witness
Manssa Whateley
Print Name
Laura D Kemner
Witness
LAURA D Kemner
Print Name

HEARING OFFICER
By: [Signature]
JOSEPH C PERZAN
Date: 9/3/09

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

County Attorney

SED/dre
08/20/09

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CIVIL TRAFFIC HEARING OFFICER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of September, 2009, by and between **AVA TUNSTALL**, whose address is 2017 Linden Avenue, Winter Park, Florida 32792, hereinafter referred to as "HEARING OFFICER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified hearing officer to provide hearing officer services for the 18th 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 her services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain HEARING OFFICER to furnish services and perform those tasks as further described below:

- (a) Serve at the pleasure of the Chief Judge.
- (b) Provide services pursuant to the authority of Sections 318.30-318.38, Florida Statutes; Article V, Section 2, Florida Constitution; Rule 6.010-6.630, Florida Rules of Traffic Court and the Eighteenth Judicial Circuit Administrative Orders.
- (c) Subject to the Florida Bar Code of Professional Responsibility and to the Judicial Code of Ethics.

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

(e) Shall avoid practices or occupations that would be a conflict or give the appearance of impropriety. The 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 that the HEARING OFFICER determines she has a conflict of interest regarding any case to be heard by her, she shall immediately advise Court Administration.

(f) Attend meetings and trainings as scheduled by the Chief Judge, Administrative County Judge and/or Court Administration.

SECTION 2. QUALIFICATIONS. The HEARING OFFICER must:

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

(b) Have completed the forty (40) hour education and training program which has been approved by the Florida Supreme Court. HEARING OFFICER shall complete a four (4) hour continuing education program annually which has been approved by the Office of the State Courts and Chief Judge or designee. HEARING OFFICER shall pay her 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 she fails to complete all necessary training provided by the Court on an annual basis.

(c) Agree to maintain all licenses and approvals required to conduct her business and, at all times, conduct business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Court Administrator upon request.

(d) Immediately notify Court Administration of any problem and/or complaint filed against the HEARING OFFICER if the HEARING OFFICER has been formally or informally sanctioned or has agreed to sanctions.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate HEARING OFFICER for the professional services provided pursuant to this Agreement a fixed fee in the amount of FIFTY AND NO/100 DOLLARS (\$50.00) 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 shall HEARING OFFICER be paid more than the negotiated fee amount stated above.

(b) Payments shall be made 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, within thirty (30) days of receipt of the invoice, pay HEARING OFFICER the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) 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 (2) above with sufficient detail to identify the exact nature of the work performed; and

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

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from HEARING OFFICER.

(c) The HEARING OFFICER  shall not be compensated for travel time or travel expenses.

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

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of HEARING OFFICER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to HEARING OFFICER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to HEARING OFFICER may be determined subsequent to an audit as provided for in subsection (b) of this Section and the total compensation so determined shall be used to calculate final payment to HEARING OFFICER.

Conduct of this audit shall not delay payment as required by Section 3(b).

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

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, 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 6. RESPONSIBILITY OF HEARING OFFICER.

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

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and HEARING OFFICER shall be and 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 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until September 30, 2010.

SECTION 8. TERMINATION.

(a) COUNTY may, by written notice to HEARING OFFICER, 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 Agreement obligations. Upon receipt of such notice, HEARING OFFICER shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all files, case reports, 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 shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of HEARING OFFICER to fulfill her Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, HEARING OFFICER shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. HEARING OFFICER shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of HEARING OFFICER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of HEARING OFFICER.

(d) In the event the HEARING OFFICER is unable to perform this Agreement due to an injury or illness, or for other similar cause beyond the control of the HEARING OFFICER, then the HEARING OFFICER may be released from any and all obligations under this agreement.

(e) In the event the HEARING OFFICER fails to meet minimum performance standards as determined by the Chief Judge and/or Court Administration and existing program policy procedures, or has been sanctioned by the Florida Bar, COUNTY reserves the right to either terminate this Agreement or discontinue the services of said HEARING OFFICER until such time as the HEARING OFFICER has received further training or the HEARING OFFICER has complied with any sanctions.

(f) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that HEARING OFFICER had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(g) 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.

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OFFICER is responsible for reviewing and complying with all pertinent county and city ordinances. Violation of these provisions by HEARING OFFICER shall be grounds for termination of this Agreement by the COUNTY without liability for payment of cancellation or other charges, except for payment of services previously performed.

SECTION 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 11. INDEMNIFICATION OF COUNTY. HEARING OFFICER agrees to hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by HEARING OFFICER whether caused by HEARING OFFICER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties. The HEARING OFFICER acknowledges adequate consideration for this indemnification provision.

SECTION 12. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 14. INDEPENDENT CONTRACTS. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting HEARING OFFICER, including its 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 shall remain an independent HEARING OFFICER with respect to all services performed under this Agreement.

SECTION 15. SERVICES NOT PROVIDED FOR. No claim for services furnished by HEARING OFFICER not specifically provided for herein shall be honored by COUNTY.

SECTION 16. PUBLIC RECORDS LAW. HEARING OFFICER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes,  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, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 17. NOTICES. Whenever either party desires to give notice unto 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 shall remain such until it shall have 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, to wit:

For COUNTY:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

For HEARING OFFICER:

Ava Tunstall
2017 Linden Avenue
Winter Park, FL 32792

SECTION 18. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

SECTION 19. 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 hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to HEARING OFFICER.

SECTION 20. CONFLICT OF INTEREST.

(a) HEARING OFFICER agrees that she will not engage in any action that would create a conflict of interest in the performance of her obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(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, as over 5 percent) either directly or indirectly, in the business of HEARING OFFICER to be conducted here and

that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, 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.

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

[Signature]
Witness
Krisna Lisowski
Print Name
[Signature]
Witness
Eric Braxton
Print Name

HEARING OFFICER
By: Ava Tunstall
AVA TUNSTALL
Date: 9/1/09

ATTEST:

 BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: BOB DALLARI, Chairman
Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

County Attorney

SED/dre
08/20/09
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