

Agreement for Hearing Officer Services

This Agreement for Hearing Officer Services (“Agreement”) is entered by and between Broward County, a political subdivision of the state of Florida, hereinafter referred to as “County,” and _____, hereinafter referred to as “Hearing Officer,” collectively, the “Parties” and each individually a “Party,” and shall be effective on the date it is fully executed by the Parties (“Effective Date”).

Recitals

A. The Board of County Commissioners (“Commission”) has approved the appointment of the Hearing Officer to provide services to the County agencies on an as-needed basis.

B. The Parties desire to enter into this Agreement to define the scope of services to be performed by the Hearing Officer and the compensation to be provided by the County, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Article 1 - Definitions

- 1.1 **Contract Administrator** means the County Administrator, the Director of the County Department or Division utilizing the services of the Hearing Officer, or such other person designated by the Director in writing. The primary responsibilities of the Contract Administrator are to coordinate and communicate with the Hearing Officer and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein.
- 1.2 **County Attorney** means the chief legal counsel for the County who directs and supervises the County Attorney’s Office pursuant to Section 2.10 of the Broward County Charter.

Article 2 - Scope of Services

- 2.1 The Hearing Officer agrees to provide services as a Hearing Officer at the request of the Contract Administrator, on an as-needed basis, as more specifically described herein. By entering into this Agreement, the County does not guarantee that work assignments will be made to the Hearing Officer. The County’s failure to issue work under this Agreement shall not be deemed a breach of this Agreement.

- 2.2 The Hearing Officer agrees to provide services as a Hearing Officer pursuant to various Broward County ordinances and chapters of Florida Statutes including, but not limited to, Chapters 154, 162, 316, and 489, Florida Statutes, and Chapters 2, 4, 7, 8½, 9, 20, 21, 23, 27, and 39, of the Broward County Code of Ordinances for violations or appeals of administrative decisions or regulations related to, but not limited to, building, zoning, building contractors, speed detection system enforcement, child care facilities licensing, family child care homes licensing, animal care, consumer protection, Florida's Health Care Responsibility Act, airport regulations, living wage, civil citation program, and environmental protection. The Hearing Officer agrees that the proceedings shall be conducted in accordance with the requirements set forth in the applicable provisions of the Florida Statutes and Broward County Code of Ordinances, as amended.
- 2.3 If applicable, the Hearing Officer agrees to prepare a written final order ("Order") at the conclusion of each hearing, including findings of fact and conclusions of law.
- 2.4 The Contract Administrator, in his or her sole and exclusive discretion, shall determine when the Hearing Officer services are required.
- 2.5 The Hearing Officer acknowledges and agrees to maintain his or her membership in The Florida Bar in good standing and remain engaged in the practice of law.

Article 3 - Payment

- 3.1 The Hearing Officer shall be compensated by the County at the rate of One Hundred Fifty Dollars (\$150.00) per hour, or fractional part thereof, up to a maximum of One Thousand Five Hundred Dollars (\$1,500.00) for each case, based on the number of hours spent in hearing the case and, thereafter, drafting the Order. This amount includes preparation and research for participation at the hearings, conferences with counsel, consideration and rendering of decisions on motions, conducting the hearing, drafting or reviewing proposed Orders or rulings, and allied duties of the Hearing Officer in concluding a case within his or her jurisdiction. Notwithstanding the foregoing, if in the County Attorney's sole discretion a case merits additional time to conclude the Hearing Officer's rendition of services in the case, the County Attorney may approve invoices exceeding the foregoing maximum amount by up to an additional One Thousand Five Hundred Dollars (\$1,500.00). There will be no compensation for travel time to and from the hearing nor reimbursement of expenses. It is further agreed that the Hearing Officer shall not bill the County for time spent becoming familiar with the applicable ordinances, statutes, rules, and regulations.
- 3.2 The Hearing Officer may submit invoices for compensation no more frequently than on a monthly basis and only for services that have been completed. An original invoice and one (1) copy shall be submitted within fifteen (15) days after the end of each month, except that the final invoice must be received no later than sixty (60)

days after the expiration of this Agreement. Each invoice shall describe the nature of the services performed. The Hearing Officer shall submit the invoice in the form attached hereto as Exhibit A when requesting payment, and each invoice shall comply with the requirements of this Agreement and Exhibit B, attached hereto.

- 3.3 To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the attached form and pursuant to the instruction prescribed by the County. Payment may be withheld for failure of the Hearing Officer to comply with a term, condition, or requirement of this Agreement.
- 3.4 The County shall pay the Hearing Officer within thirty (30) calendar days after receipt of the Hearing Officer's proper statement, as required by the "Broward County Prompt Payment Ordinance."
- 3.5 Payment shall be made to the Hearing Officer at:

Article 4 - Term and Time of Performance

- 4.1 The term of this Agreement shall be five (5) years from the Effective Date. The continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes, as amended.
- 4.2 Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities by this Agreement.

Article 5 - Termination

- 5.1 This Agreement may be terminated by either Party for cause upon ten (10) days' notice or for convenience upon no less than thirty (30) days' notice. All notices shall be in accordance with the "Notices" section of this Agreement.
- 5.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this Agreement, or multiple breach of the provisions of this Agreement, notwithstanding whether any such breach was previously waived or cured.
- 5.3 In the event this Agreement is terminated for convenience, the Hearing Officer shall be paid for all services performed through the effective date of termination. Upon

receipt of notice of an election to terminate, the Hearing Officer shall refrain from performing any further services or incurring additional expenses under this Agreement, except as expressly authorized in the notice of termination.

Article 6 - Record Audit and Inspection

- 6.1 The County shall have the right to audit the books and records of the Hearing Officer that are pertinent to the funding under this Agreement. The Hearing Officer shall retain and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, and other records pertinent to this Agreement for a period of three (3) years following termination of this Agreement; provided, however, that if an audit is initiated and audit findings have not been resolved at the end of such three (3) year period, the Hearing Officer shall retain such records until the audit findings are resolved.
- 6.2 If the Florida Public Records Act, Chapter 119, Florida Statutes, as amended, is determined by the County to be applicable to the Hearing Officer's records, the Hearing Officer shall comply with all applicable requirements thereof; provided, however, that the Hearing Officer shall not violate any confidentiality or nondisclosure requirement imposed by federal or state law. If the Hearing Officer receives a request for public records regarding this Agreement, the Hearing Officer must immediately notify the County in writing and provide all requested records to the County to enable the County to timely respond to the public records request. The County will respond to all such public records requests.

Article 7 - Conflict of Interest

- 7.1 By entering into this Agreement, the Hearing Officer affirms that he or she is familiar with and will comply with the provisions of Chapter 112, Part III, Florida Statutes, Code of Ethics, as amended.
- 7.2 The Hearing Officer certifies that he or she does not know of any facts concerning this Agreement and the services to be performed that constitute a violation of said statute. The County's conflict of interest policy is more restrictive than the Code of Ethics governing attorney conduct and the County Attorney, in his or her sole discretion, shall have the final authority to determine whether a conflict exists.
- 7.3 It is important that the Hearing Officer be independent and impartial in order to properly perform services pursuant to this Agreement. The Hearing Officer shall not act as an attorney in any lawsuit or other adversary proceeding in which the County is named as an adversary party or in which the Hearing Officer takes an adverse position to the County. The Hearing Officer is prohibited from engaging in a practice where he or she represents a client in a matter adverse to the interests of the County. The Hearing Officer is prohibited from serving as a lobbyist, as defined in Section 1-261, Broward County Code of Ordinances, as amended.

- 7.4 If, at any time the Hearing Officer, or a firm with which the Hearing Officer works, desires to represent a client in matters having to do with the Broward County government, be it before the Commission or any other agency or division of Broward County government, the Hearing Officer will contact the County Attorney before the Hearing Officer or the firm undertakes such representation so that it can be determined whether a conflict of interest exists.

Article 8 - Indemnification

The Hearing Officer shall at all times hereafter indemnify, hold harmless and, at the County's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, sustained by the Hearing Officer or caused by any intentional or negligent act or omission of the Hearing Officer, its employees, agents, servants, or officers, accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due to the Hearing Officer under this Agreement may be retained by the County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the County.

Article 9 - Insurance

- 9.1 The Hearing Officer shall, at a minimum, provide, pay for, and maintain in force at all times, during the term of this Agreement, workers' compensation insurance coverage. Such policy or policies shall be issued by companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of the Hearing Officer is completed. If coverage will expire prior to completion of the work, copies of renewal policies shall be furnished to the Risk Management Division at least thirty (30) calendar days prior to the date of expiration.
- 9.2 If the Hearing Officer is acting in the capacity as an individual, sole proprietorship, Professional Association (P.A.), Limited Liability Company (L.L.C.), or Professional Limited Liability Company (P.L.L.C.) pursuant to Chapter 608 or 621, Florida Statutes, and the Hearing Officer is either not required by Chapter 440, Florida Statutes, to maintain workers' compensation coverage or has elected to be exempt from the provisions of Chapter 440, Florida Statutes, the Hearing Officer shall not be required to maintain workers' compensation insurance coverage as set forth in Section 9.1 above. A condition of this exception is that the Hearing Officer hereby

agrees that no officer, employee, subcontractor, or other party affiliated with the Hearing Officer, other than the Hearing Officer, shall perform services pursuant to this Agreement. If the Hearing Officer ceases to meet the requirements of this exception during the term of this Agreement, the Hearing Officer hereby agrees to provide notice of same and evidence of required workers' compensation insurance coverage, as set forth in Section 9.1, to the Risk Management Division.

- 9.3 Prior to execution of this Agreement by the County, the Hearing Officer shall provide to the Risk Management Division evidence that the Hearing Officer is acting in the capacity as an individual or sole proprietorship, a Notice of Election to be Exempt pursuant to Chapter 440, Florida Statutes, a Certificate of Insurance, or a copy of the workers' compensation insurance policy, as applicable.
- 9.4 The County reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.

Article 10 - Independent Contractor

The Hearing Officer is an independent contractor under this Agreement. Services provided by the Hearing Officer shall be subject to the supervision of the Hearing Officer, and such services shall not be provided by the Hearing Officer as an officer, employee, or agent of the County.

Article 11 - Public Entity Crimes Act

The Hearing Officer represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that his or her entry into this Agreement will not violate that statute. The Hearing Officer further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Hearing Examiner has been placed on the convicted vendor list.

Article 12 - Notices

In order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first class mail with a contemporaneous copy via email to the address listed below and will be effective upon mailing. The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Andrew J. Meyers, County Attorney
Broward County Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: AMeyers@broward.org

For Hearing Officer:

Email address: _____

Article 13 - Assignment and Performance

- 13.1 Neither this Agreement nor any interest herein shall be assigned, transferred, or otherwise encumbered by either Party. The Hearing Officer shall not subcontract any portion of the work required by this Agreement.
- 13.2 The Hearing Officer shall perform the duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of the Hearing Officer's performance and the product provided to or on behalf of the County shall be comparable to the best local and national standards.

Article 14 - Miscellaneous

- 14.1 Third-party beneficiaries. Neither the Hearing Examiner nor the County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 14.2 Materiality and waiver of breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. The County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

- 14.3 Compliance with laws. The Hearing Examiner must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by applicable law.
- 14.4 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or the Hearing Officer elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 14.5 Joint preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.
- 14.6 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by the County shall require approval in writing, unless otherwise expressly stated.
- 14.7 Priority of provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.
- 14.8 Jurisdiction, venue, waiver of jury trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

- 14.9 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement.
- 14.10 Prior agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.
- 14.11 Incorporation by reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 14.12 Multiple originals. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.
- 14.13 Use of the County Name or Logo. The Hearing Examiner shall not use the County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.
- 14.14 Anti-Human Trafficking. By execution of this Agreement, the Hearing Examiner hereby attests under penalty of perjury that the Hearing Examiner does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the Hearing Examiner declares that he or she has read the foregoing statement and that the facts stated in it are true.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its County Attorney, authorized to execute same by Board action on the _____ day of _____, 20____, and Hearing Officer.

County

Broward County, through its
County Attorney

By _____
Andrew J. Meyers, County Attorney

____ day of _____, 2026.

Approved as to form by
Office of the Broward County Attorney
Andrew J. Meyers, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Maite Azcoitia
Deputy County Attorney

Agreement for Hearing Officer Services

Hearing Officer

WITNESSES:

Signature

By _____
Signature

Print/Type Name

___ day of _____, 20__.

Signature

Print/Type Name

MA/gmb
Hearing Officers 2026 Agreement
04/01/2026
#10000.0001

EXHIBIT B

The following represents Broward County's payment requirements for legal costs.

- < Your federal employee identification number must be on all invoices submitted.
- < No service, interest, or other charge of like nature is to be imposed with regard to any item, invoice, or request. All firms doing business with Broward County must have a current Form W-9 "Request for Taxpayer Identification Number and Certification" on file. Vendor registration is also available online through the County's Internet site, "<http://www.broward.org/Guests/pui00800.htm>". Broward County Sales Tax Exempt Number is 16-03-199735-53C. Broward County's Federal Tax Exemption number is 59-6000531.
- < Services rendered must be specifically and concisely identified.
- < Names of persons performing services, hourly rates, and dates must be listed.
- < Legal Research costs (Lexis/Nexus, Westlaw, etc.) shall not be reimbursed.