
FOURTH JUDICIAL CIRCUIT COURT APPOINTED CIVIL TRAFFIC INFRACTION HEARING OFFICER

POSITION DESCRIPTION

The Civil Traffic Hearing Officer (CTHO) will perform the following part-time contractual services (as an independent contractor) for the benefit of the Circuit and at the pleasure of the Chief Judge:

Hear and consider all civil traffic infraction proceedings (including parking tickets) over which a civil traffic hearing officer has jurisdiction pursuant to Florida law. This includes accepting pleas from defendants, hearing and ruling upon motions, deciding the guilt or innocence of any person, adult or juvenile, charged with any civil traffic infraction over which the CTHO has jurisdiction. Pursuant to Florida law, the CTHO is empowered to adjudicate or withhold adjudication in the same manner as a county court judge under the statutes, ordinances, rules, and procedures presently existing or as subsequently amended.

Provide services pursuant to the Florida Statutes, as may be amended from time to time, Rules of Court, the Code of Judicial Conduct and any other applicable county ordinances, administrative orders, and relevant case law. CTHO shall enter orders as required, both written and orally, and perform research as needed, on those matters that come before the CTHO both in court and outside of court upon written motion and/or correspondence.

MINIMUM REQUIREMENTS

The CTHO shall:

- Be a member in good standing of the Florida Bar.
- If an offer of position is extended
 - Complete all requirements in Florida Rule of Traffic 6.630(f).
 - Complete an approved 4 hour continuing education program for CTHOs on an annual basis.
- Possess the skills and ability to competently perform the duties of a CTHO, as described above.
- Not have any conviction for any felony, misdemeanor, or criminal traffic offense.
- Not have any pending traffic or parking tickets which have not been timely paid.
- Make true and complete representations, to the best of his/her belief, on the CTHO application.
- Undergo a background check, which shall be provided by the Circuit and at the Circuit's expense.

COMPENSATION

The Circuit will pay the CTHO \$200.00 per session for presiding over civil traffic infraction hearings.

INDEPENDENT CONTRACTOR

The CTHO is and will perform all obligations under this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to imply or be interpreted to establish any relationship other than independent contractor. The CTHO will receive no salary or benefits from the Circuit, the State Courts System, or the State of Florida, but shall be compensated for the services rendered in accordance with the terms and conditions of this agreement. The CTHO will not be entitled to any rights or privileges of State employees and will not be considered in any manner to be a State of Florida employee, or an agent of the Circuit, the State Courts System or the State of Florida.

The CTHO represents that he or she has not been an employee or OPS employee of the State of Florida nor has he or she received W-2 reportable wages from the State of Florida for a period of at least twelve calendar months immediately preceding the execution date of this Agreement. The CTHO will notify the Circuit's Contract Manager immediately upon his or her acceptance of employment with any agency or entity of the State of Florida.

The CTHO is responsible for reviewing and complying with all pertinent State and Federal laws, for all income taxes including, but not limited to FICA, FUTA, social security taxes and other unemployment taxes of a similar nature on all compensation received under this Agreement.

As an independent contractor, the CTHO is not entitled to worker's compensation benefits under this Agreement. Should the CTHO desire worker's compensation insurance coverage, the CTHO is solely responsible for securing his or her own worker's compensation insurance coverage.

Nothing in this Agreement precludes the CTHO from contracting with other clients during the term of this Agreement. The CTHO does acknowledge and agree, however, that CTHO will not accept or perform work that would conflict with the CTHO's duties, responsibilities and obligations under this Agreement.

The CTHO is liable for and will indemnify, defend, and hold harmless the Court, the State Court System, its officers, agents, and employees from all claims, suits, judgments, or damages, including attorneys' fees and costs, and claims made by the Internal Revenue Service, the United States Department of Labor, or any person or entity providing services under this Contract, arising out of any misrepresentation by the CTHO as to the CTHO's status as an independent contractor under this Section.

DEADLINE TO SUBMIT AN APPLICATION IS FRIDAY, MARCH 18, 2022 NO LATER THAN 5PM. PLEASE SUBMIT YOUR APPLICATION TO CourtHR@coj.net.