



TENTH JUDICIAL CIRCUIT
HARDEE, HIGHLANDS, AND POLK COUNTIES
JOB ANNOUNCEMENT

OFFICIAL JOB TITLE: Civil Traffic Hearing Officer
SALARY: \$75/hour; estimated 20 hours in Court each week
WORK SCHEDULE: Monday through Friday
JOB LOCATION: Polk, Hardee and Highlands counties
CLOSING DATE: Open until filled

****This is a Contractual Services position with NO State benefits***

SCOPE OF WORK

1. **The Civil Traffic Hearing Officer (CTHO) shall perform the following part-time contractual services (as an independent contractor) under a legally binding contractual Agreement (hereinafter referred to as “Agreement”), for the benefit of the Tenth Judicial Circuit and at the pleasure of the Chief Judge:**
 - a) 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, and 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;
 - b) Preside over weekday calendars scheduled at traffic court locations throughout the Tenth Circuit;
 - c) Provide services pursuant to the Florida Statutes, as may be amended from time to time, Rules of Court, the Code of Judicial Conduct, Administrative Order 7-10.9 (as may be amended from time to time), and any other applicable county ordinances, administrative orders, and relevant case law;.
 - d) 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.
2. **Pursuant to Florida law, the CTHO shall NOT:**
 - a) Have the power to hold any person in contempt of court. The CTHO is permitted to file a verified motion for order of contempt, if appropriate, with an appropriate circuit court judge pursuant to Florida Rule of Criminal Procedure 3.840
 - b) Hear a case involving an accident resulting in injury or death
 - c) Hear a criminal traffic offense case or a case involving a civil traffic infraction issued in conjunction with a criminal traffic offense
 - d) Hear any other traffic infraction for which statutory jurisdiction has been placed solely with a county court judge and not a CTHO;
 - e) Wear a judicial robe or in any other manner appear to be an elected or appointed judicial constitutional officer.

DELIVERABLES

The CTHO agrees to:

1. Perform the services for which the CTHO is retained to the best of his or her ability and at the direction and request of the Tenth Judicial Circuit.
2. Adhere to the Florida Rules of Traffic Court and Florida Statutes as applicable to the position of CTHO.
3. Maintain all records he or she makes or receives in conjunction with his or her obligations under this Agreement, in accordance with Rule 2.420, Florida Rules of Judicial Administration.
4. Maintain the confidentiality of any records that are exempt from disclosure, pursuant to Rule 2.420, Florida Rules of Judicial Administration.
5. Comply with the Code of Judicial Conduct, as applicable.
6. Preside over traffic court as he or she is scheduled by Court Administration and perform such services in a timely manner. Should the CTHO not be able to preside on his or her assigned date and time, it will be the responsibility of the CTHO to contact Court Administration immediately.

INDEPENDENT CONTRACTOR:

1. 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 as an independent contractor.
2. The CTHO will receive no salary or benefits from the Tenth Judicial 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 or county employees and will not be considered as such in any manner.
3. 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 (12) calendar months immediately preceding the execution date of this Agreement. The CTHO will notify the Tenth Judicial Circuit's contract manager immediately upon his or her acceptance of contractual employment with any agency or entity of the State of Florida.
4. 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.
5. 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.
6. 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 he or she will not accept or perform work that will conflict with the CTHO's duties, responsibilities and obligations as defined and contained within this Agreement.
7. 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 binding contractual Agreement, arising out of any misrepresentation by the CTHO as to the CTHO's status as an independent contractor under this Section.

MINIMUM REQUIREMENTS:

The CTHO shall:

1. Be a member in good standing of the Florida Bar;
2. Be a commissioned notary public;

3. Have completed in accordance with the requirements of Florida Rule of Traffic 6.630(f), a 40-hour education and training program approved by the Florida Supreme Court;
4. Complete an approved four (4) hour continuing education program for CTHOs on an annual basis, which course shall be provided at the expense of the Circuit;
5. Possess the skills and ability to competently perform the duties of a CTHO;
6. Not have any conviction for any felony, misdemeanor, or criminal traffic offense;
7. Not have any pending traffic or parking tickets which have not been timely paid;
8. Make true and complete representations, to the best of his/her belief, on the CTHO application;
9. Undergo a background check, which shall be provided by the Tenth Judicial Circuit and at the circuit's expense.

We are an equal opportunity employer. We do not discriminate on the basis of race, religion, color, sex, age, national origin or disability.

Interested applicants must complete a State of Florida Job application form and submit it no later than the closing date indicated above to:

Stephanie Sullivan
Human Resources Manager
Post Office Box 9000, Drawer J102
Bartow, FL 33831-9000
Telephone: (863) 534-4035
Fax: (863) 534-4699
TDD: (863) 534-7777

If you need an accommodation in order to participate in the application/selection process, please notify the Administrative Office of the Courts in advance by calling (863) 534-4686.