

ADMINISTRATIVE LAW JUDGE SERVICES CONTRACT

This Contract is between Broward County, a political subdivision of the state of Florida (County), and the State of Florida, Division of Administrative Hearings (DOAH), collectively referred to as "Parties."

WHEREAS, Section 120.65, Florida Statutes, authorizes DOAH to provide Administrative Law Judges (ALJs) on a contract basis to any governmental entity; and

WHEREAS, County desires to use the services of DOAH's ALJs to conduct hearings involving County's procurement decisions, including but not limited to appeals of determinations concerning protested solicitations or proposed awards as well as decisions pertaining to County Ordinances such as the Cone of Silence, in accordance with the applicable rules and regulations of County's Code of Ordinances and County's Administrative Code;

NOW, THEREFORE, the parties, for valuable consideration and the mutual promises between them, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Scope of Services. DOAH agrees to make ALJs available to County. The ALJs to be provided will be full-time judges employed by the State of Florida, Division of Administrative Hearings. The ALJs to be provided are experts in the adjudication of administrative disputes, and such ALJs shall,

where possible, be persons familiar with cases involving the issues at hand.

2. Procedures. The Parties agree the proceedings shall be conducted exclusively in accordance with the applicable rules and regulations of County's Code of Ordinances and County's Administrative Code, as each may be amended from time to time. The Parties further agree that the administrative law procedures outlined in Chapter 120 of the Florida Statutes ("Administrative Procedure Act"), as amended from time to time, including specifically those that pertain to protests to contract solicitations or awards, shall not apply. The Parties agree that upon receipt of a formal written protest or appeal, County's Director of Purchasing shall promptly request assignment of an ALJ. The assigned ALJ shall commence a hearing within thirty (30) days after receipt of the formal written protest or appeal by County's Purchasing Division. The ALJ shall enter a final order within thirty (30) days after the hearing, or within thirty (30) days after receipt of the hearing transcript by the ALJ (if requested by the ALJ), whichever is later.

3. Compensation. The 2003-2004 General Appropriations Act, Chapter 2003-397, Laws of Florida, requires DOAH to renegotiate its contracts for ALJ services annually so that the hourly rate charged is based on a total-cost recovery

methodology. The rate beginning October 1, 2017, has been determined to be \$151.00 per hour. DOAH will notify County of the amended hourly rate on or about the first day of September of each year, and that rate will become effective on the first day of October of that same year. County agrees to compensate DOAH for each hour actually worked at the then-current hourly rate as determined by DOAH in accordance with the Florida Legislature's directive. This rate will apply for ALJ services in preparing for hearings, traveling to hearings, conducting hearings, and preparing final orders.

4. Expenses. County agrees to pay the actual travel expenses of the assigned ALJ, subject to Section 112.061, Florida Statutes. DOAH agrees, whenever possible, to arrange the travel schedule of an assigned ALJ so that the ALJ can accomplish other work during a trip, and, in such instances, travel expenses and hourly compensation will be prorated for services to County. In the event a hearing is being conducted by video teleconferencing, County will reimburse DOAH at the then-current DOAH video teleconferencing rate. DOAH will submit invoices monthly, and County agrees to remit payment monthly in accordance with Chapter 218, Part VII, Florida Statutes. DOAH agrees to provide County an itemized statement of the charges and costs in each invoice.

5. Contract Management. Administrative Services Director Lisa M. Mustain shall provide contract management services under this Contract.

6. Term. This contract is for a term of one (1) year from the date signed by the last party signing, and will automatically renew for succeeding annual periods. This Contract may be amended from time to time by mutual written agreement of the Parties, and may be terminated by either party for the convenience of that party upon thirty (30) days' prior written notice.

7. Request for Services. County, in order to obtain the services of an ALJ, shall send a letter to the Chief Judge, Division of Administrative Hearings, requesting the services of an ALJ, and shall include with such request a copy of any materials relevant to the request.

8. Effective Date. This Contract will become effective on the date the last signature is made.

9. Counterparts and Multiple Originals. This contract may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.

10. Notices. All notices required or permitted by this Contract shall be in writing, and shall be deemed to have been

duly given upon mailing if mailed first-class, certified postage prepaid, addressed as follows:

To County:

Andrew J. Meyers, Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

To DOAH:

State of Florida, Division of Administrative Hearings
Attn: Lisa M. Mustain, Administrative Services Director
1230 Apalachee Parkway
Tallahassee, Florida 32399
Telephone: (850) 488-9675

BROWARD COUNTY

By: _____ Date: _____
Andrew J. Meyers
County Attorney

DIVISION OF ADMINISTRATIVE HEARINGS

By: _____ Date: _____
Lisa M. Mustain
Administrative Services Director