PROFESSIONAL SERVICES CONTRACT BETWEEN THE COUNTY OF NASSAU AND MARY JEAN PAUL

This contract, made and entered into this 4th day of February, 1994, by and between the County of Nassau hereinafter referred to as The County and Mary Jean Paul, hereinafter referred to as Court Reporter.

WITNESSETH

Whereas, The County desires to engage Court Reporter for special services relating to the duties of Official Court Reporter, and

Whereas, such special purpose employment is not of a permanent nature but is only temporary and shall not take the place of any position under the Civil Service System, now therefore

In consideration of the premises and the mutual covenants and undertaking, the Parties hereto do hereby agree as follows:

Section 1. <u>Engagement</u>. The County hereby engages and the Court Reporter hereby accepts such engagement by the County as Official Court Reporter in accordance with the terms and conditions set forth herein.

Section 2. <u>Duties</u>. Court Reporter represents and covenants that he/she is physically able to perform the duties set forth below and that Court Reporter possesses the educational and experiential qualifications necessary to perform same in a competent manner. Court Reporter shall be responsible for reporting testimony and proceedings in the Circuit and County Court, as well as other duties as may be reasonably related or consistent therewith as directed by the Chief Court Reporter, or at

the direction of the Chief Judge.

Section 3. <u>Compensation</u>. For all services actually timely and faithfully rendered by the Court Reporter, the County agrees to pay to Court Reporter, as sole and total compensation for all services a yearly amount of \$4,800 Dollars, payable monthly during the term of this Agreement, subject to annual appropriation of funds for such purpose. Nothing in this section shall prevent the County from paying to the Court Reporter fees for attendance and transcripts.

Section 4. <u>Independent Contractor</u>. The Court Reporter will perform all services under this Agreement as an Independent Contractor and not as an employee, servant or agent of the County. As an Independent Contractor, the Court Reporter shall not be entitled to normal and usual fringe benefits, including without limitation annual leave, paid holidays, workmen's compensation insurance, health insurance, life insurance and other similar benefits.

Section 5. <u>Term and Termination</u>. This Agreement shall commence on the day and year above first written and shall continue in full force and effect until September 30, 1994, and thereafter this Agreement shall renew itself each fiscal year subject to annual appropriation of funds unless terminated by either party with or without cause on five days written notice. Notwithstanding any provision in this Agreement to the contrary, the Court Reporter shall serve at the pleasure of the Chief Judge with the approval of the majority of the judges of the courts in which the Court Reporter is now serving.

Section 6. Amendment. This Agreement may be amended by mutual agreement of the parties hereto.

In Witness Whereof, the parties hereto have duly executed this Agreement the day and year above first written.

> BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

ATTEST:

T. J. Jerry" Greeson Its: Ex-Officio Clerk

BY:

Its: Chairman

Approved as to form by the Nassau County Attorney:

Michael S. Mullin County Attorney

COURT REPORTER