

EMPLOYMENT AGREEMENT

THIS AGREEMENT entered into this 22nd day of July, 1997, by and between **CHARLES F. MOSER, d/b/a CHARLES MOSER INVESTIGATIONS (Agency Lic. #A9500168)**, hereinafter referred to as "Moser", and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the County wishes to contract with Moser for specific purposes; and

WHEREAS, the County desires to contract with Moser as a licensed investigator for the duties as set forth below for a term of three (3) months, commencing on the date hereof. Both parties may mutually agree to extend the contract for a period of one (1) year, effective on October 1, 1997; and

WHEREAS, Moser shall utilize his own office space and shall supply the necessary equipment, supplies, and transportation necessary for the proper completion of work in accordance with this Agreement.

FOR and IN CONSIDERATION of the mutual promises, contracts, and covenants entered into between the parties, as more fully recited herein, the sufficiency of said consideration being hereby acknowledged, the parties have agreed as follows:

1. **PURPOSE/DUTIES:** Moser shall develop procedures to insure appropriate information is delivered to County as requested and shall conduct, for prospective employees, background

investigations, criminal history, checks, driver license checks, and such other investigations as due diligence, DOT compliance, insurance, and/or risk management requires. Moser may also be required to conduct investigations, at the County's request, regarding pending claims and litigation. No services will be rendered regarding worker's comp claims.

2. **INDEPENDENT CONTRACTOR:** Moser is engaged as an independent contractor and not as an Employee of the County. Moser shall not accrue any benefits, rights, or privileges relating to State Retirement System participation. Moser shall maintain appropriate professional licensure at all times and shall be solely responsible for the method and manner of information collection and data retrieval. Nothing herein shall be construed to limit Moser from taking other employment so long as there is no conflict of interest between employers.

3. **COMPENSATION TERMS:** County shall pay Moser the sum of Thirty-Five Dollars (\$35.00) per hour compensation for investigations performed regarding pending claims and litigation. County shall pay to Moser the sum of Two Hundred Fifty Dollars (\$250.00) per month as a retainer fee. The retainer fee amount includes compensation for work associated with prospective employees, regardless of the number of background investigations performed. When requested by the County, Moser shall submit invoices for the services on a monthly basis, with same being paid by County within forty-five (45) days of receipt by County. County shall reimburse Moser for expenses, as approved, incurred in direct

connection with services performed. Moser shall furnish records and receipts to County, and County reserves the right to place cost limits on particular work requests or invoices. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. The term of this Agreement shall commence upon the joint execution of this Agreement until October 1, 1997. This Agreement may be renewed on October 1, 1997, for one (1) year upon the consent of the parties.

4. **RESTRICTION ON DISCLOSURE:** For the term of this Agreement, Moser shall not divulge, disclose, describe, or disseminate to any other person, firm, corporation, or business entity in any way any information or data obtained for County, but shall deliver all such information to the County Coordinator, who shall maintain and disseminate the same according to Florida's Public Records Law. At the end of the term of this Agreement, or any extension thereof, Moser shall deliver all files, records, and reports to the County Coordinator.

5. **ASSIGNMENT OF CONTRACT:** This Agreement may not be assigned to any other person, firm, or corporation by Moser or by the County, but shall only be binding between the present parties.

6. **ENFORCEMENT AND DAMAGES:** A breach or violation of this Agreement may not provide the County with an adequate remedy at law, and, therefore, County shall be entitled to enforce this Agreement by injunctive or such other relief as may be necessary and adequate in law or in equity.

7. **WORK REQUESTS:** All assignments pursuant to this

Agreement shall be coordinated and approved by the County Coordinator. All receipts and/or invoices shall be approved by the County Coordinator.

IN WITNESS WHEREOF, the parties have executed this Agreement this 22nd day of July, 1997.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

JOHN A. CRAWFORD
Its: Chairman

ATTEST:

J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

MICHAEL S. MULLIN

CHUCK MOSER INVESTIGATIONS

CHUCK F. MOSER