

Contract Number CM1463-A1

**AMENDMENT NO. 1 / FIRST EXTENSION TO THE**  
**INDEPENDENT CONTRACTOR AGREEMENT**

THIS ADDENDUM entered into this 16th day of September, 2009 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **C.A. ROMANO**, 76347 Veterans Way, Suite 3-027, Yulee, FL, 32097, (hereinafter referred to as "Independent Contractor").

**WHEREAS**, the parties entered into an Agreement dated February 11, 2009, for services for a Librarian Director for the Nassau County Law Library; and

**WHEREAS**, the original agreement provided for an initial term of February 11, 2009 through September 30, 2009 and provided for one year renewals upon mutual agreement of the parties; and

**WHEREAS**, the parties desire to extend said Agreement;

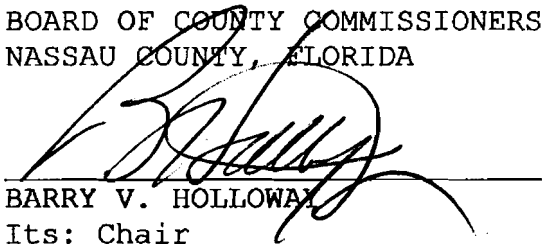
**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance with Section 8 of the Independent Contractor Agreement dated February 11, 2009, the performance period is hereby extended for an

additional one (1) year beginning October 1, 2009 and ending September 30, 2010.

2. All other provisions of said Agreement not in conflict with this Addendum shall remain in full force and effect.
3. Time is of the essence.


BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



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BARRY V. HOLLOWAY  
Its: Chair

Attest to authenticity of  
Chair's signature:

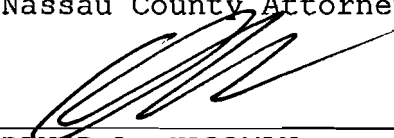


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JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

*OK*  
*9/17/09*

Approved as to form and legality by the  
Nassau County Attorney:



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DAVID A. HALLMAN

*OK Robert M. Foster*  
*CIRCUIT/ADMINISTRATIVE JUDGE*

INDEPENDENT CONTRACTOR

*C. A. Romano*

C.A. Romano

STATE OF Florida  
COUNTY OF Nassau

Before me personally appeared,  
C.A. Romano, who is personally known  or  
produced \_\_\_\_\_ as identification, known  
to be the person described in and who executed the foregoing  
instrument, and acknowledged to and before me that he/she  
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 14th day of  
September, 2009.

*Monica C. Benischeck*  
Notary Signature

Notary-Public-State of Florida at large  
My Commission expires:



## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 11 day of February, 2009, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "County") and C.A. Romano, whose address is Nassau County Judicial Annex, 76347 Veterans Way, Suite 3-027, Yulee, Florida 32097, (hereinafter referred to as "Independent Contractor").

In consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, County and Independent Contractor agree as follows:

1. Work. County hereby engages Independent Contractor and Independent Contractor hereby agrees to perform the work described in Schedule A to this Agreement, which is incorporated herein.

2. Payment. County shall pay Independent Contractor an annual fee of \$15,000.00 for the work described in Schedule A to this Agreement, which shall be payable in equal monthly installments of \$1,250.00 upon receipt of an invoice for services performed for that month. Said monthly invoice shall be provided to the Chief Administrative Judge, for verification of the services rendered and recommendation of approval for payment. Payment of said invoices shall be made pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act. Payments will be mailed to Independent Contractor's address as stated above unless otherwise requested. Independent Contractor is solely responsible for all taxes and social security payments as required by law.

3. Other Benefits. Independent Contractor shall receive no other employment benefits, including but not limited to, Florida Retirement System contributions and health insurance benefits.

4. Performance. Independent Contractor agrees to perform the work in a professional and ethical manner. Independent Contractor will provide any equipment or supplies necessary to perform the work.

5. Compliance With Law. Independent Contractor shall comply with all federal, state and local statutes, laws, rules, regulations and/or ordinances governing Independent Contractor's responsibilities, including but not limited to laws relating to wages, hours, working conditions, social security, workers' compensation, insurance, record keeping, disclosure, illegal aliens, and child labor. Independent Contractor shall comply with the terms of the Nassau County Personnel Policy to the extent not in conflict with this agreement.

6. Licenses. Independent Contractor shall secure and maintain each and every license or other form of permission required by law for Independent Contractor to perform the services called for under this agreement.

7. Independent Contractor Relationship. It is the intention of the parties to this Agreement that Independent Contractor shall be and remain an Independent Contractor. Nothing herein contained shall be construed as inconsistent with that status. Independent Contractor is not to be considered the agent, servant or employee of County at any time, under any circumstances or for any purpose. Independent Contractor is hereby hired only to perform the work set forth above and it is understood that there will be no continuing employment by County of Independent Contractor under this Agreement or otherwise. Independent Contractor shall determine the means and manner of performing the work subject to compliance with all federal, state and local regulatory requirements.

8. Term and Termination. This Agreement shall become effective on February 1, 2009 and shall remain in effect until September 30, 2009. This Agreement shall be renewed annually on October 1 of each fiscal year, upon mutual agreement of the parties. Either party may terminate this Agreement prior to the expiration upon providing thirty (30) days written notice. If the Agreement is terminated and there are months left on the Agreement, the compensation due shall not include the months in which no work was performed.

9. Modification. This Agreement constitutes the entire agreement and understanding between the parties and shall not be altered, changed, amended or modified in any respect unless in writing and signed by both parties.

10. Assignment. This Agreement may not be assigned by either party.

11. Applicable Laws. This Agreement shall be construed under the laws of the State of Florida. In the event of litigation regarding the terms of this Agreement or breach thereof, venue will lie in Nassau County, Florida.

IN WITNESS WHEREOF, the parties have placed their hands and seals the day and year first written above.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

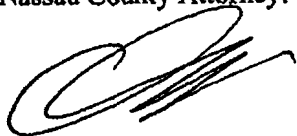
By

  
Barry V. Holloway  
Its: Chairman

Attest as to Chairman's Signature:


  
John A. Crawford  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:



David A. Hallman

Independent Contractor:



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C.A. Romano

SCHEDULE A

Nassau County Law Librarian Director  
Job Description

**Statement of Job:**

**Supervises, plans and directs the activities of the Nassau County Law Library. Formulates and implements short and long range plans for the improvement of Law Library services; develops and monitors the budget; maintains positive rapport with the public and other agencies to foster a positive Law Library image with the community and the Nassau County Bar. Oversees daily library system operations. Reports to the Administrative Judge of Nassau County.**

**Essential Job Functions:**

**Plans, directs and supervises the activities and programs of the Law Library system.**

**Maintains standards; coordinates activities; acts on problems; makes and recommendations as appropriate; offers training, advice and assistance as needed.**

**Prepares and presents department budget for approval; administers approved budget. Performs general bookkeeping work as required, prepares invoices for payment, prepares requisitions, etc.**

**Develops and implements Law Library policies and procedures for Law Library operations, book selection and equipment use.**

**Plans, develops and implements long and short range programs for the improvement of the Nassau County Law Library.**

**Ensures the provision of professional customer service.**

**Evaluates, selects and orders all library materials, books, periodicals, audio-visual resources, supplies, answers reference questions; assists Library patrons in using various resources and equipment of the Law Library including the internet; interprets Law Library policies and procedures to the Nassau County Bar and the public.**

**Opens/closes the Law Library at appropriate times.**

**Prepares and submits Law Library reports as required.**

**Receives and responds to Nassau County Bar, Judges and public inquiries and complaints regarding Law Library services.**

**Attends professional meetings, conferences and workshops to maintain knowledge of current theories and trends in Law Library operations and technology.**

**Prepares, processes and submits various documents, including annual plan, budget documents, requisitions, calendars, statistical reports, schedules, various other reports, memos, correspondence, etc.**

**Additional Job Functions:**



**Performs circulation desk functions.**

**Processes and shelves library materials.**

**Prepares meeting room for meetings.**

**Performs general office work as required, including but not limited to typing reports and correspondence, entering computer data, copying and filing documents, answering the telephone, etc.**

**Performs related duties as required.**