

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 13th day of January, 2014, 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 Marsha B. Watson, whose address is Nassau County Judicial Annex, 76347 Veterans Way, Suite 2076, 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:

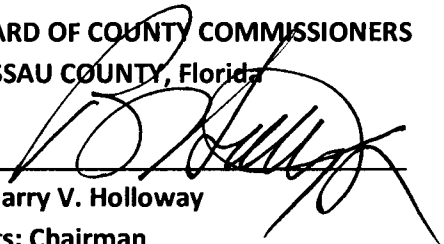
1. **Work.** County hereby engages Independent Contractor and Independent Contractor hereby agrees to perform the work described in Schedule A to this Agreement, which is incorporated herein.
2. **Payment.** County shall pay Independent Contractor an hourly rate of \$25.00 for the work described in Schedule A to this Agreement, which shall be payable monthly for the work performed for the preceding calendar month 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 no later than the tenth day of the month following the month in which the services were provided. 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. The rules governing the Florida Retirement System include severe sanctions which apply under certain reemployment circumstances. The Independent Contractor assumes sole and complete responsibility for ensuring compliance with Florida Retirement System rules and regulations.
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.


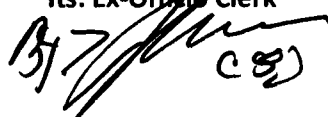
- 6. **Independent Contractor Relationship.** It is the intention of the parties to this Agreement that Independent Contractor shall be and remain an Independent Contractor. Nothing herein contained shall be construed as inconsistent with that status. Independent Contractor is not to be considered the 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.
- 7. **Term and Termination.** This Agreement shall become effective *nunc pro tunc* (retroactive) to January 6, 2014 and shall remain in effect for a term of approximately seven (7) days a month through May 2014 as needed and as scheduled by the Chief Administrative Judge of Nassau County, not to exceed a total of 275 hours, or until a new Circuit Judge is assigned to Nassau County. 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.
- 8. **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.
- 9. **Assignment.** This Agreement may not be assigned by either party.
- 10. **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

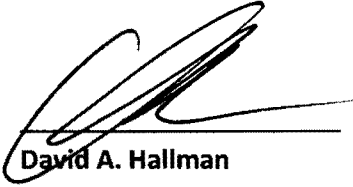
By 
Barry V. Holloway
Its: Chairman

Attest as to Chairman's Signature:


John A. Crawford
Its: Ex-Officio Clerk
 (82)

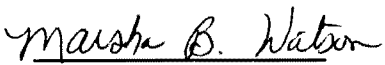
MES
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Approved as to form by the
Nassau County Attorney:



David A. Hallman

Independent Contractor:



Marsha B. Watson

SCHEDULE A

Judicial Assistant – County Court

General Description:

The essential function of the position within the organization is to provide responsible administrative, secretarial and clerical support to the assigned county court judge's office. The position is responsible for administrative, secretarial and clerical tasks of high responsibility. The position works independently under general supervision according to some procedures, developing work methods and sequences.

Work Performed:

Prepares and maintains the judge's court and professional calendar; schedules motions, hearings, conferences, and trials at the request of the judge.

Interacts with attorneys, defendants and their family members to resolve problems such as scheduling conflicts or other case-related issues.

Prepares and distributes orders as directed by the judge; assists judge in preparing a calendar several months in advance.

Reviews case files for accuracy, format compliance and completeness prior to submitting files to the judge; ensures presence of all required files; maintains trial dockets, continuances and trial orders.

Screens telephone call and visitors to the judge's office; provides information, resolves issues, directs caller/visitor to proper personnel, or takes messages.

Performs research on defendants utilizing databases from the Clerk's Office and the jail system; may conduct limited case law research using an electronic database such as LexisNexis.

Reviews and prepares correspondence, memoranda, orders, reports, e-mails, and other documents observing strict confidentiality; organizes papers for filing; prepares compensation and travel vouchers.

Interacts with judges, clerks of court, litigants, attorneys, law enforcement personnel, bailiffs, social services, witnesses and the general public to exchange information or to facilitate task completion.

Performs routine clerical tasks such as processing incoming mail, performing data entry, ordering office supplies, maintaining files/records, faxing or photocopying.

Education:

Refers to job specific training and education that is recommended for entry into the position. Additional relevant experience may substitute for the recommended educational level on a year-for-year basis.

One year of college or vocational school education in paralegal, secretarial skills, computer operations or a closely related field.

Experience:

Refers to the amount of related work experience that is recommended for entry into the position that would result in reasonable expectation that the person can perform the required tasks. Additional relevant education may substitute for the recommended experience on a year-for-year basis, excluding supervisory experience.

Three years of related experience.

Licenses, Certifications, and Registrations Required:

Refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.