

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of September, 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 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 \$55,000.00 for the work described in Schedule A to this Agreement, which shall be payable in equal monthly installments of \$4,583.33 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 October 1, 2014 and shall remain in effect until September 30, 2015. 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.

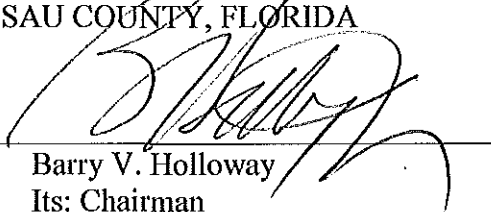
10. Assignment. This Agreement may not be assigned by either party.

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

MES
09-23-14

(Signatures continue on the next page)

Approved as to form by the
Nassau County Attorney:



David A. Hallman

Independent Contractor:



C.A. Romano

SCHEDULE A

COURT MANAGER

Statement of Job:

Essential function of the position within the organization is to provide assistance in the Management of the Court Facilities budgets in order to benefit the Nassau County Courts. To provide organization, development, implementation and administration of court programs. The position is responsible for managing court programs and services, planning, monitoring and supervising special projects, purchasing, managing contracts, administering budgets and grants, performing facility management, information systems, and performing related administrative functions. The position develops and implements programs within organizational policies; reports major activities.

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.

This position reports to the Administrative Judge of Nassau County.

Essential Job Functions:

Plans and reviews fiscal data for annual budgets, projects, contracts and services; reviews and approves purchases with emphasis on technical, fiscal and policy issues; administers state and local grants, including auditing grants.

Provides planning, monitoring and supervision of special projects; provides contract management of circuit contractual services.

Meets with law enforcement officers for security purposes, plans for facility spacing, management and associated equipment and furnishings.

Provides input and direction to establish and meet annual operational goals and objectives.

Analyzes and reviews organizational structure, methods and procedures, court rules and statutes, and computer application needs in order to make necessary changes or prepare reports and recommend considerations for new policy.

Serves as liaison to court-related agencies in order to carry out court support planning, resolves complaints in order to be responsive to the public and to maintain internal working harmony.

Monitors and plans for legislative developments to ensure conformance of court procedures and activities, anticipate change, and adjust strategies for fulfillment of court objectives and mandates.

Manages administrative matters such as conducting special studies, preparing routine or special reports, developing and administering training, or providing for staff technical or professional growth.

Attends and/or conducts staff and other professional meetings to exchange information.

Conducts research to discover new methodologies or to find solutions for unresolved problems.

Refers to individuals who have contact with or are influenced by the position.

Negotiates or exchanges ideas, information, and opinions with others to formulate policies and programs, or arrive jointly at decisions, conclusions, or solutions.

Refers to the responsibility for achieving economies or preventing loss within the organization.

Requires responsibility for achieving major economies or preventing major losses through the management of a highly complex department or through developing and recommending policy.

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

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.

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.

Deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.

Uses practical application of fractions, percentages, ratios and proportions, measurements, or may use algebraic solutions of equations and equalities, deductive geometry, and/or descriptive statistics.

Involves the ability to read, write and speak.

Reads and interprets highly complex professional materials involving abstract theories and concepts.

Performs work involving the application of broad principles of professional management and leadership to solve new problems for which conventional solutions do not exist; requires sustained, intense concentration for accurate results and continuous exposure to unusual pressure.

Refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability.

Supervises the handling of machines, tools, equipment or work aids involving extensive latitude for judgment regarding attainment of a standard or in selecting appropriate items, such as computers, peripherals, or software programs such as word processing, spreadsheets or custom applications.

Refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.

Performs related duties as required.

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.