

**2017/2018 PROFESSIONAL SERVICES AGREEMENT**

THIS 2017/2018 PROFESSIONAL SERVICES AGREEMENT (hereinafter, this Agreement) is made and entered into by and between Nassau County, a political subdivision of the State of Florida (the County) as to funding, the Circuit and County Court of Nassau County, Florida and Nancy C. Beasley, an individual (the Contractor), for professional services to be provided within the County for the Circuit Court, Fourth Judicial Circuit of Florida (the Court), as of the 1st day of October, 2017.

**RECITALS**

WHEREAS, by Ordinance No. 2004-40, the Nassau County Board of County Commissioners (the Board) has imposed the \$65 court cost authorized under Section 939.185, Florida Statutes (the \$65 Funds); and,

WHEREAS, as provided under Section 939.185(1), twenty-five percent of the \$65 Funds collected "shall be allocated to fund personnel and legal materials for the public as part of a law library" (the Law Library Allocation) and,

WHEREAS, by letter dated March 9, 2017, to the Chair of the Board from the Chief Judge of the Fourth Judicial Circuit of Florida, the Chief Judge has requested that the County fund services for a contractor to maintain, update and file materials for the law library located in the Robert M. Foster Justice Center from the proceeds of the Law Library Allocation; and,

WHEREAS, by means of this Agreement, the County intends to provide funding for the purposes contained herein, as requested by the Chief Judge for a period commencing October 1, 2017, and ending March 31, 2018 (the Service Period); and,

WHEREAS, the Circuit and County Court of Nassau County, Florida have determined that Nancy C. Beasley is qualified and have selected Nancy C. Beasley to serve pursuant to the contract to maintain, update and file materials for the law library.

WITNESSETH: IN CONSIDERATION OF the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the Circuit and County Court of Nassau County, and the Contractor (each a Party and together the Parties) hereby agree as follows:

1. Scope of Services. During the Service Period the Contractor will maintain, update and file materials for the Law Library and in such capacity shall perform the following services (the Services):

- (a) Handle all incoming books, pocket parts and other materials received for placement in the Law Library;
- (b) Provide copies of all bills and statements to the Court Administration for Nassau County;

- (c) File and keep current all pocket parts and other updates;
- (d) Ensure prompt distribution of the Florida Law Weekly to the judges, collect, file and maintain them upon completion by the judges;
- (e) Maintain all books, volumes and periodicals in a current and orderly fashion;
- (f) Monitor the Law Library laptop computer and ensure access to Westlaw by the Law Library users.

2. Supervision. The Services provided by the Contractor shall be pursuant to the guidelines of the Fourth Judicial Circuit law library staff. The work product for the Services provided by the Contractor is subject to the review and approval of the Administrative Judge.

3. Venue. All Services provided by the Contractor shall be limited to the Law Library in Nassau County.

4. Invoicing and Payments.

(a) For all Services provided by the Contractor in accordance with paragraph 1 during the Service Period, the County agrees to pay the Contractor \$500.00 per calendar month. The Contractor shall submit a written invoice to the Administrative Judge on a monthly basis in time-sheet format, indicating the dates and times of Services. Following the signed authorization by the Administrative Judge, the Administrative Judge shall ensure the submittal of each invoice to the County for payment of Services provided under this Agreement. In no event shall the Contractor receive any payment for any Services provided by the Contractor in accordance with paragraph 1 outside of the Service Period.

(b) The Contractor will not be reimbursed for mileage or any other expenses associated with the Services.

(c) The maximum obligation on the part of the County to pay the Contractor under this Agreement shall never exceed the total appropriation of the Innovations Allocation during the fiscal year of the County within which the Service Period occurs that is not otherwise encumbered under agreements heretofore entered into between the County and third parties.

(d) In the event that sufficient unencumbered appropriated funds within the Innovation Allocation are not available; the County shall promptly notify the Administrative Judge, whereupon this Agreement shall be deemed terminated without penalty or expense to the County or to the Court.

5. Term of Agreement; Termination.

(a) The effective date of this Agreement is the date first above-written, and this Agreement shall terminate on March 31, 2018.

(b) The Administrative Judge of the County may terminate this Agreement without cause by providing written notice to the Contractor thirty (30) days prior to termination by certified U.S. mail, which notice shall be deemed effective upon being deposited in the mail. The County shall also receive a copy of such notice from the Administrative Judge. Upon termination, the County is only obligated to pay for Services already performed by the Contractor at the time of termination, but not yet paid by the County.

(c) If, in the opinion of the Administrative Judge, the Contractor, for any reason, has failed to fulfill the Contractor's obligations under this Agreement in a timely manner, or if the Contractor violates any provision of this Agreement. The Administrative Judge for the County may terminate this Agreement effective immediately upon written notice to the Contractor served by certified U.S. mail with regular notice to the County, which notice shall be deemed effective upon being deposited in the mail, and the County shall have no obligation to pay the Contractor for any Services not performed prior to that date.

6. Indemnification. The Contractor shall be liable, agrees to be liable for, and shall indemnify, defend and hold the County, the Court, the Florida Supreme Court, the Florida State Courts System, and each of their principals, officers and employees harmless from all claims, suits, judgments and damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Contractor in the course of the operations of and performance pursuant to this Agreement.

7. Miscellaneous Provisions:

(a) Governing Law and Venue. This Agreement shall be governed, construed and enforced under and pursuant to the laws and rules of the State of Florida, and the United States of America. Unless the Parties otherwise agree, any action to interpret and/or enforce this Agreement shall be brought and maintained in the Fourth Judicial Circuit, in and for Nassau County, Florida.

(b) Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and, notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform. No waiver by either Party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different paragraph, subparagraph, clause, phrase, or other provisions of this Agreement.

(c) Construction. This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof, and no purported amendment or modification of this Agreement shall be binding upon either Party unless the same has been reduced to writing and signed by both Parties. The Parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the Party who prepared this Agreement.

The general maxim of interpretation of contracts (that a contract shall be construed against the drafter) shall not apply to the interpretation of this Agreement.

(d) Independent Contractor. This Agreement is for personal services only. The Parties declare and specifically intend that the Contractor is an independent contractor and not an agent or employee of the County—and is not entitled to receive any benefits available to the employees thereof, or to any coverage under the workers compensation or unemployment insurance thereof.

(e) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Contractor, the Circuit and County Court of Nassau County, and their respective successors and permitted assigns.

(9) Records Retention and Auditing:

(a) The Contractor will maintain all records made or received by the Contractor in conjunction with the Contractor's obligations under this Agreement in accordance with Rules 2.420 and 2.440, Florida Rules of Judicial Administration. Violation of this provision will be grounds for immediate termination of this Agreement in the manner provided under subparagraph (c) of paragraph 5.

(b) The Contractor will retain all records relating to the Contractor's duties under this Agreement for a period of at least five (5) fiscal years after final payment is made. The records include any supporting documentation necessary to adequately evaluate and substantiate payments made under this Agreement.

(10) Insurance and Taxes. The Contractor shall be solely responsible for procuring appropriate insurance as well as filing income taxes, FICA, and any other withholdings from the Contractor's own compensation, and the Contractor shall comply with all federal, state, and local tax laws.

(11) Remedies. The rights and remedies set forth in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law or in equity.

(12) Acts of God. Performance of this Agreement by either Party is subject to acts of God, disaster, strikes, civil disorders, curtailment of transportation facilities, or other emergencies making it impossible or illegal to provide Services under this Agreement.

(13) Non-assignability; Subcontracting. All Services shall be performed exclusively by the Contractor and shall not be assigned to another individual without prior written permission of the Administrative Judge. The Contractor may not subcontract any Services to be provided pursuant to this Agreement. Neither this Agreement nor any of the Contractor's rights or obligations may be assigned by the Contractor unless agreed to by the Parties in writing.

(14) Conflict of Interest. Throughout the Service Period, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

(15) The Contractor shall not make or permit to be made any public release of information pertaining to this Agreement without prior written approval of the Administrative Judge.

(16) Integration. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings between the Parties. This Agreement may only be amended, supplemented, or modified by a written instrument signed by each of the Parties.

(17) Non-exclusivity. This Agreement is a non-exclusive contract and does not create an exclusive relationship between the Circuit and County Court and the Contractor. The Contractor shall be free to provide services that are not in conflict with the Services to be provided under the Agreement, and the Circuit and County Court shall be free to obtain similar professional services from other contractors.

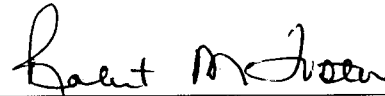
(18) Compliance with State and Federal Laws. The Contractor shall provide Services in compliance with the requirements of federal and state laws, including but not limited to, the Americans with Disabilities Act of 1990 and Title II of the 1964 Civil Rights Act. The Contractor by entering into this Agreement represents that the Contractor has adopted and will maintain a policy on nondiscrimination throughout the term of this Agreement. To the extent applicable, the Contractor must comply with Chapter 119, Florida Statutes (Public Records); and Rule 2.430, Rules of Judicial Administration. Violation of any part of this subparagraph by Contractor will be grounds for termination of this Agreement by the Administrative Judge in the manner provided under subparagraph (c) of paragraph 5.

(19) Waiver of Breach. No waiver by the Circuit and County Courts of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the Circuit and County Courts to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on behalf of each as of the date and year first above-written.

DULY ACCEPTED this <sup>16<sup>th</sup> Bks</sup> ~~5<sup>th</sup>~~ day of August, 2017.

CIRCUIT AND COUNTY COURT FOR  
NASSAU COUNTY, FLORIDA



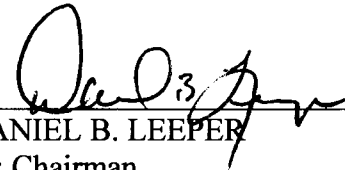
HONORABLE ROBERT M. FOSTER  
ADMINISTRATIVE JUDGE

CONTRACTOR


  
NANCY C. BEASLEY

The Board of County Commissioners of Nassau County, Florida, pursuant to Florida Statute 939.185, does hereby approve this funding.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

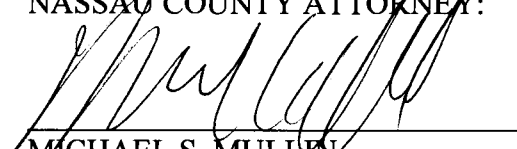
  
\_\_\_\_\_  
DANIEL B. LEEPER  
Its: Chairman

ATTEST AS TO CHAIRMAN'S  
SIGNATURE:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MBS  
08-17-17

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

  
\_\_\_\_\_  
MICHAEL S. MULLIN



**CIRCUIT COURT**  
**FOURTH JUDICIAL CIRCUIT OF FLORIDA**  
CLAY, DUVAL AND NASSAU COUNTIES

MARK H. MAHON  
CHIEF JUDGE

DUVAL COUNTY COURTHOUSE  
501 W. ADAMS ST., ROOM 7140  
JACKSONVILLE, FLORIDA 32202

March 9, 2017

Daniel B. Leeper, Chairman  
96135 Nassau Place, Ste. 1  
Yulee, Florida 32097

Dear Commissioner Leeper:

Pursuant to Nassau County Ordinance Number 2004-40, the Nassau County Board of County Commissioners (the Board) imposed the \$65.00 court cost authorized under Section 939.185, Florida Statutes (the \$65.00 Funds). Under Section 939.185(1), twenty-five percent of the \$65.00 Funds collected "shall be allocated to fund personnel and legal materials for the public as part of a law library."

Due to the necessity of maintaining, updating and filling materials for the law library located in the Robert M. Foster Justice Center, I am requesting the Board fund services for a part-time employee to manage and oversee the law library from the proceeds of the \$65.00 Funds.

Thank you.

Very truly yours,

Mark H. Mahon

MHM/nb

cc: Honorable Robert M. Foster  
Mike Mullin, County Attorney  
Shanae Jones, County Manager  
John A. Crawford, Clerk of Court