

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 19th day of December, 2018, 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 Janet A. Carver, whose address is Robert M. Foster Justice Center, 76347 Veterans Way, Suite 3-027, Yulee, Florida 32097, (hereinafter referred to as "Independent Contractor").

The Administrative Judge for Nassau County, Florida has requested for the more efficient operation of the court system and benefit of the public, the County of Nassau County, Florida financially assist the Judiciary by creating a contractual agreement for a Court Manager.

The Judiciary will continue to expend monies from the court facility fund for maintenance and repair of the two courthouses and said maintenance and repair funds will reduce the County's funding for both courthouses.

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 \$40,000.00 for the work described in Schedule A to this Agreement, which shall be payable in equal monthly installments of \$3,333.33 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. 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.

Professional Services Agreement by and between Independent Contractor and the County for professional magistrate services will remain in full force and effect.

7. Term and Termination. This Agreement shall become effective on December 30, 2018 and shall remain in effect until September 30, 2019. This Agreement may be renewed annually on October 1 of each fiscal year, upon approval by the 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.

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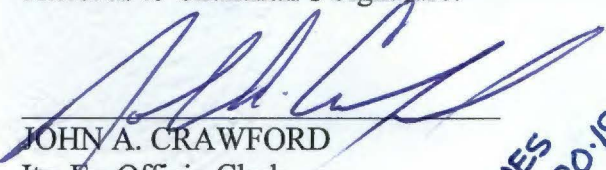


IN WITNESS WHEREOF, the parties have placed their hands and seals the day and year first written above.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

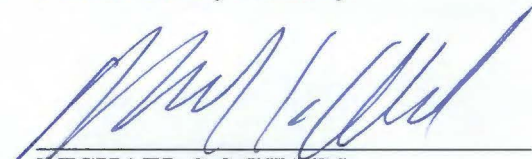
By   
PAT EDWARDS  
Its: Chairman

Attest as to Chairman's Signature:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MES  
12.20.18

Approved as to form by the  
Nassau County Attorney:

  
MICHAEL S. MULLIN

Independent Contractor:

  
Janet A. Carver

SCHEDULE A  
COURT MANAGER

Statement of Job:

Essential function of the Court Manager 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 Court Manager 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 court organizational policies:

This position is under the purview of the to the Administrative Judge of Nassau County.

Essential Job Functions:

1. Assists the Nassau County Administrative Judge in 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.
2. Providing planning, monitoring and supervision of special projects; provides contract management of circuit contractual services.
3. Meeting with law enforcement officers for security purposes, plans for facility spacing, management and associated equipment and furnishings.
4. Providing input and direction to establish and meet annual operational goals and objectives.
5. Analyzing and reviewing 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.
6. Serving 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.
7. Monitoring 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.
8. Assists with administrative matters such as conducting special studies, preparing routine or special reports, developing and administering training, or providing for staff technical or professional growth.

9. Attends and/or conducts staff and other professional meetings to exchange information.
10. Conducts research to discover new methodologies or to find solutions for unresolved problems.
11. Assists in negotiating or formulating policies and programs.
12. Assists with the responsibility for achieving economies or preventing loss within the within the court system.
13. Reads and interprets highly complex professional materials involving abstract theories and concepts.
14. 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.
15. Refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.
16. Performs related duties as necessary.

Additional Functions:

1. Prepares meeting room for meetings.
2. 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.