

EMPLOYMENT AGREEMENT

BETWEEN

MICHAEL S. MULLIN

AND

NASSAU COUNTY, FLORIDA

This **EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into this _____ day of March, 2019 between Nassau County ("County"), a political subdivision of the State of Florida, by and through Nassau County Board of County Commissioners ("Board"), and Michael S. Mullin ("Mullin").

W I T N E S S

WHEREAS, County desires to employ Mullin to serve as full-time County Manager; and

WHEREAS, Mullin agrees to accept said employment position.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

DUTIES AND RESPONSIBILITIES

1. Mullin agrees to perform all of the duties and responsibilities of the County Manager, in a full-time capacity, as set forth in the job description which is attached as Exhibit A, commencing March ____, 2019.

2. Beginning with its first meeting in the month of September, 2020 and each September thereafter that Mullin serves as County Manager, the Board shall annually review Mullin's performance as County Manager. The review shall be conducted via one-on-one interviews and written evaluations which shall be submitted to the Human Resources Department for compilation with summary scores to be provided to the full Board. Subject to an overall

evaluation of satisfactory or above, and at other times as deemed appropriate by the Board, as approved by the Board of County Commissioners, Mullin may receive a salary increase.

COMPENSATION AND BENEFITS

3. Mullin's annual base salary under this Agreement shall be \$90,000, subject to all applicable withholdings and deductions. Mullin shall be paid on the same pay periods as other County employees.

4. As County Manager, Mullin shall participate in the Senior Management Service Class of the Florida Retirement System, and County shall contribute the appropriate percentage of his annual base for full-time County Manager service to the Florida Retirement System as may be established from time to time by the Florida Retirement System. Alternatively, Mullin may elect to have this contribution payable to a monthly annuity program at a cost equal to the normal contribution of the FRS Senior Management Service Class, plus 1.25%. Mullin shall make an election by notifying County's Human Resource Department in writing within thirty (30) days of the Effective Date of this Agreement.

5. County shall pay, consistent with Chapter 112, Florida Statutes, tuition, travel and other such fees and costs necessary or appropriate to allow Mullin to attend seminars, educational courses, ICMA meetings, and other such meetings pertaining to County matters. Mullin will be reimbursed for travel expenses outside of Nassau County and provided per diem as adopted by the Board and consistent with Chapter 112, Florida Statutes, solely for travel pertaining to County matters pursuant to a budget approved by the Board. County encourages Mullin to attain positions of leadership in local, state, regional and national associations and organizations relevant to his profession and to county government and shall pay annual dues to local, state and national professional associations for such memberships.

6. Mullin understands and agrees that, but for the compensation, retirement benefit and expense reimbursements set forth in paragraphs 3, 4, and 5 respectively, he is entitled to no other benefits for serving as full-time County Manager.

TERM OF EMPLOYMENT

7. County shall employ Mullin as full-time County Manager for an initial term of approximately two and one-half years, to run from the Effective Date of this Agreement, as defined herein, until midnight September 30, 2022, unless this Agreement is terminated earlier by either party, pursuant to the provisions set forth in paragraphs 8, 9, 10 and 11 of this Agreement. During the Board's first meeting in September, 2022, the Board shall vote to either extend or not extend this Agreement beyond the initial term.

TERMINATION BY COUNTY WITHOUT CAUSE

8. County may terminate this Agreement at any time without cause by a majority plus one vote of the full Board. In the event County terminates this Agreement pursuant to this paragraph, County shall provide Mullin with severance pay equivalent to twenty (20) weeks of Mullin's base monthly compensation, to be paid in accordance with County's regular pay periods, provided that Mullin executes a general and full release of County and its elected and appointed officials, as composed and approved by County, releasing them from liability for any and all claims. Should Mullin refuse to sign the release, Mullin shall not be eligible for the severance pay referenced herein. Mullin shall not be entitled to any other benefits or compensation other than compensation already earned as of the date of termination.

TERMINATION BY COUNTY FOR CAUSE

9. County may terminate this Agreement for cause by a majority vote of the Board on the basis of Mullin's misfeasance, malfeasance or neglect of duty as determined by County, or for Mullin's commission of a felony or any crime involving moral turpitude or relating to official duties, or other misconduct as defined by Section 443.036(29), Florida Statutes. In the event of a termination for any of these reasons, Mullin shall not be entitled to any severance pay, benefits or compensation other than compensation already earned prior to the date of termination.

TERMINATION BY MULLIN

10. Mullin may terminate this Agreement by providing County ninety (90) calendar days advance written notice, directed to the Chair of the Board. Should Mullin terminate this Agreement, he shall not be entitled to any severance pay, benefits or compensation, other than compensation already earned prior to the date of termination.

TERMINATION FOR OTHER REASONS

11. This Agreement can be terminated by mutual agreement. It also shall terminate upon Mullin's death or retirement. In the event of a termination for any of these reasons, Mullin shall not be entitled to any severance pay, benefits, or compensation other than compensation already earned prior to the date of termination.

MISCELLANEOUS

12. County shall provide Mullin with sufficient office space and office equipment, and other supplies, materials and equipment (including computers) that are necessary to enable Mullin to provide the services expected of a full-time County Manager.

13. Mullin shall be exempt from the provisions of the County's Employee Policies and Procedures Manual, with the exception of any policies specifically referenced herein regarding pay and benefits, which are made applicable to Mullin by reference herein.

14. This Agreement does not affect in any way the agreement between County and Mullin relating to Mullin's services as full-time County Attorney. Moreover, this Agreement shall not in any way affect Mullin's compensation and benefits Mullin receives as full-time County Attorney pursuant to the agreement between County and Mullin covering said position.

15. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

16. This Agreement shall not be amended except in writing and executed by both parties hereto.

17. A failure by either party to insist upon strict performance by the other, or to exercise any other right herein, shall not constitute a waiver of such right applicable to future conduct or the accrual of future rights.

18. The headings for the sections contained in this Agreement are solely for convenience of reference and shall not constitute a part of this contract or affect its meaning, construction or effect.

19. This Agreement shall be construed according to the laws of the State of Florida. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof shall be submitted to and decided by binding arbitration in Nassau County, Florida. Arbitration shall be administered exclusively by the American Arbitration Association ("AAA") and shall be conducted consistent with the rules, regulations and requirements thereof, as well as any

requirements imposed by state law. The AAA Employment Arbitration Rules shall apply. Unless otherwise required by law, the arbitrator's fees and expenses, the cost of the hearing facilities, plus any costs owed to AAA or the arbitrator, shall be shared equally by the parties. Each party shall bear its or his own attorney's fees and costs incurred in any such proceeding. The decision of the arbitrator shall be final and binding as to any matter submitted to him under this Agreement, and judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction thereof.

EFFECTIVE DATE

20. This Employment Agreement shall take effect on March _____, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY MANAGER:

Michael S. Mullin

(Printed name of witness)

(Printed name of witness)

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Justin M. Taylor
Its: Chair

ATTEST AS TO CHAIRMAN'S SIGNATURE:

John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by:

John F. Dickinson, Esquire
Attorney

DRAFT

EXHIBIT
"A"

DUTIES OF THE COUNTY MANAGER

1. Administers and carries out the directives and policies of the Board of County Commissioners and enforces all orders, resolutions, ordinances and regulations of the Board to assure that they are faithfully executed in a timely manner.
2. Reports to the Board on action taken pursuant to any directive or policy within the time set by the Board and provide an annual report to the Board on the state of the County, the work of the previous year, and any recommendations as to actions or programs the Manager deems necessary for the improvement of the County and the welfare of its residents.
3. Provides the Board, or individual members thereof, upon request, with data or information concerning County government and to provide advice and County recommendations on government operations to the Board.
4. Oversees and submits to the Board of County Commissioners for its consideration and adoption the annual operating budget, a capital budget, and a capital program.
5. Establishes the schedules and procedures to be followed by all County departments, offices, and agencies in connection with the budget, and supervise and administer all phases of the budgetary process.
6. Works with the Clerk of Courts to manage the care and custody of all County property.
7. Recommends to the Board a current position classification and pay plan for all positions in County service.
8. Manages the work of County departments reporting to the County Manager and makes recommendations pertaining thereto for organization by the Board.
9. Selects Department Heads and fills vacant positions except the County Attorney and those reporting to the County Attorney.
10. Manages and supervises all personnel organizationally reporting to the County Manager.

11. Suspends, discharges or removes any employee under the Board pursuant to the Policy and Procedures Manual adopted by the Board.
12. Serves on or appoints designees to negotiating teams as set by the Board of County Commissioners.
13. Attends all meetings of the Board with authority to participate in the discussion of any matter.
14. Interprets and recommends department-related policies and procedures.
15. Attends required meetings, conferences, training courses and seminars to maintain knowledge of business trends and technology.
16. Interacts and communicates with various groups and individuals such as subordinates, other county supervisors and employees, various other local/state/federal agencies, personnel in other jurisdictions, vendors, contractors, business/property owners, and the general public.
17. Responsibility for developing a succession plan for the County Manager position.
18. Performs such other duties as may be required by the Board of County Commissioners.