

EMPLOYMENT AGREEMENT

BETWEEN

BOARD OF COUNTY COMMISSIONERS

OF NASSAU COUNTY, FLORIDA

AND

WALTER D. GOSSETT

THIS EMPLOYMENT AGREEMENT entered into this 30th day of MARCH, 1995, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, ("County"), herein sometimes referred to as "Employer", and WALTER D. GOSSETT, hereinafter referred to as "Employee".

W I T N E S S E T H:

WHEREAS, Employer and Employee wish to enter into a contractual agreement specifying the terms and conditions of the employment arrangement between Employer and Employee as more particularly set forth herein; and

WHEREAS, the parties to this Agreement believe such a contractual agreement will be in the best interest of the parties as well as the citizens and residents of Nassau County, Florida.

NOW, THEREFORE, FOR and IN CONSIDERATION of the mutual covenants, promises, rights, and responsibilities of the parties hereto, Employer and Employee covenant and agree as follows:

1. The initial term of employment under this Agreement shall commence on May 1, 1995, and end on September 30, 1996, unless earlier terminated in accordance with the terms and provisions of this Agreement.

2. Employer shall pay Employee and Employee agrees to accept from Employer, in full payment of Employee's services hereunder, the following compensation:

a. Base compensation at the rate of Sixty-Eight Thousand Dollars (\$68,000.00) per annum, payable bi-weekly.

b. Cost of living raises as may from time to time be allocated by the Employer, consistent with other such raises given other employees of the County.

3. In addition to the foregoing described compensation, Employer will provide Employee the following fringe benefits:

a. A County vehicle to be determined by the Employer.

b. Employer shall provide Employee all other fringe benefits, including, but not limited to, vacation (see paragraph herein), sick leave, contribution to the Florida State Retirement System (at the senior level), and insurance coverage including Employer's contributing one-half (1/2) the monthly amount for dependent coverage.

c. The County shall insure that Employee has continued full family insurance coverage with no interruption. If Employee has to purchase insurance coverage for he or his family through an outside company, the County shall pay all costs over that which the Employee would normally pay through the County's current carrier, as provided in Paragraph 3b.

d. Employee will be allowed to attend education seminars with cost of same being borne by the Employer.

4. Employee shall serve as the County Coordinator for Nassau

County. Employee's duties as County Coordinator shall without limitation include the following:

a. Administer and carry out the directives and policies of the employer. Enforce all orders, resolutions, ordinances and regulations of the Employer and ensure that they are faithfully and timely executed. Supervise and be responsible to the Employer for the performance of the following Departments, Offices, activities and affairs; the Departments include County employees and services within those Departments as set forth on the attached chart which is attached as Exhibit "A".

- (1) Road and Bridge
- (2) Building Department
- (3) Building Maintenance
- (4) Fire and Emergency Services
- (5) Emergency Communication Coordination
- (6) Engineering
- (7) Planning and Zoning
- (8) Solid Waste
- (9) Extension Services
- (10) Any other department established by the Board of County Commissioners

b. Develop and recommend to the Employer mission statements, goals, objectives and strategic plans covering all areas of the Employer's responsibilities. Monitor performance of all operating units against mission statements, goals, objectives and strategic plans approved by the Employer. Assist operating units in the

development of action plans to overcome operating deficiencies.

c. Attend County meetings and counsel with the Employer on important matters affecting the accomplishment of the Employer's responsibilities.

d. Coordinate with the general public, community service groups, governmental agencies, outside consultants, etc., on matters relating to the affairs of the Employer.

e. In compliance with the Employer's approved personnel policies and procedures, make personnel decisions and take actions on personnel matters affecting all other County personnel.

f. Develop and recommend with justification, to the Employer:

i. New and/or changed policies affecting the operations of the Employer's Departments, Offices, activities and affairs; and

ii. Laws, codes, ordinances and regulations that will improve the effectiveness of achieving the Employer's goals, objectives and plans.

g. Develop and maintain systems and standard operating procedures in all areas of the County's operations to promote operational efficiency. Conduct periodic inspections of work activities to ensure compliance with approved systems and procedures.

h. The Employee shall direct the Department Heads in the preparation, justification, monitoring and accomplishment of the annual County operating/capital budgets and plans.

i. These duties are not a complete statement of all duties

required by the Employer. Employee will be required to perform such other related job duties as may be assigned or required by the Employer.

5. Employee will serve as an "at will" employee, and this Agreement may be terminated, without cause, at any regular or special Board Meeting of the Employer by an extraordinary majority vote of the Employer.

a. In the event the Employee is terminated by the Employer during such time that Employee is willing and able to perform the duties of County Coordinator, then, and in that event, the Employer agrees to pay Employee a lump-sum cash payment equal to one hundred twenty (120) calendar days.

b. In the event the Employee voluntarily terminates this Agreement, there shall be no entitlement to any severance pay.

c. In the event the Employee voluntarily terminates his position with the Employer, the Employee shall give the Employer one hundred twenty (120) calendar days notice prior to departure. If the Employee departs without giving the required one hundred twenty (120) calendar days notice, he shall pay to the County the amount of aggregate salary for the period of insufficient notice not to exceed one hundred twenty (120) calendar days.

6. At the conclusion of the initial term of this Agreement, September 30, 1996, this Agreement may be renewed for successive fiscal one (1) year period(s), unless the Agreement has been terminated. The Employer may elect not to renew the Agreement for successive one (1) year periods based upon a simple majority.

7. MOVING EXPENSES. The Employer shall provide the moving expenses of the Employee. Employee will provide a minimum of three (3) quotes to the Employer for its approval. The Employer will then agree to pay the expense directly to the firm providing said service. If the Employee terminates his position with the Employer prior to one year from May 1, 1995, he shall be responsible to reimburse Employer for moving expenses that have been paid by Employer.

8. VACATION. Employee shall be eligible for vacation after thirty (30) days. Vacation ~~as-earned~~*shall be as follows:

- | | | |
|----|---------------|---------|
| a. | 0 - 1 year | 10 days |
| b. | 2 - 14 years | 15 days |
| c. | 15 - 19 years | 20 days |
| d. | 20 + years | 25 days |

9. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

10. This document contains the entire agreement between the parties concerning the employment of Employee by the Employer and supersedes any prior agreements. This agreement may be modified only in writing and upon mutual consent and agreement of both parties.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and any successors to the Employer, but neither this Agreement nor any rights hereunder shall be

*Deleted by Board action on 8/14/95

assignable by the Employee. The interpretation of this Agreement shall be governed by the laws of the State of Florida.

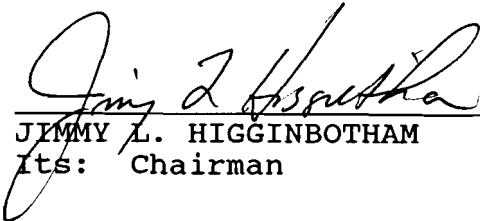
12. Within six (6) months of the execution of this Agreement, Employee shall be a resident of Nassau County and shall be a resident of Nassau County during the term(s) of this Agreement.

13. **BOTH PARTIES ACKNOWLEDGE THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND IT AND DO NOT NEED ADDITIONAL TIME OR COUNSEL PRIOR TO EXECUTION.**

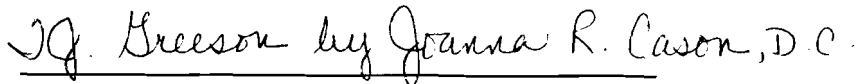
IN WITNESS WHEREOF, the parties have executed this Agreement.

"Employer"

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



JIMMY L. HIGGINBOTHAM
Its: Chairman

ATTEST:


T. J. GREESON

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

(Signatures continue on next page)

20/b:cty-coor-agm

(Printed Name of Witness)

Joyce T. Bradley
Joyce T. Bradley

(Printed Name of Witness)

Jeanne R. Casen
Jeanne R. Casen

WALTER D. GOSSETT

[Signature]

"Employee"

Application For Employment

We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status.

(PLEASE PRINT)

Position(s) Applied For See attached resume	Date of Application 8/11/94
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How Did You Learn About Us?

Advertisement Friend Walk-In
 Employment Agency Relative Other _____

Last Name Gossett	First Name Walter	Middle Name D.
Address Number Street	City	State Zip Code
4094 Manor Hill Place	Buford	Georgia 30519
Telephone Number(s) (404) 945-9194	Social Security Number	

If you are under 18 years of age, can you provide required proof of your eligibility to work? Yes No

Have you ever filed an application with us before? Yes No

If Yes, give date _____

Have you ever been employed with us before? Yes No

If Yes, give date _____

Are you currently employed? Yes No

May we contact your present employer? Yes No

Are you prevented from lawfully becoming employed in this country because of Visa or Immigration Status? Yes No

Proof of citizenship or immigration status will be required upon employment.

On what date would you be available for work? _____

Are you available to work: Full Time Part Time Shift Work Temporary

Are you currently on "lay-off" status and subject to recall? Yes No

Can you travel if a job requires it? Yes No

Have you been convicted of a felony within the last 7 years? Yes No

Conviction will not necessarily disqualify an applicant from employment.

If Yes, please explain _____

WALTER D. GOSSETT

4094 Manor Hill Place
Buford, GA 30519

404/945-9194
SS#

EDUCATION

1975 - B.A. Economics
College of Business Administration
University of South Florida, Tampa, FL

PROFESSIONAL EXPERIENCE

September 1991 to Present: Business Development Project Manager
Roy F. Weston, Inc.
1880 H Beaver Ridge Circle
Norcross, GA 30071
Serve as solid waste management consultant covering the southeastern U.S. region. Assist governmental agencies (state and local) in planning, developing, and implementing comprehensive recycling, collection, and disposal systems. Currently serve on State of Georgia Solid Waste Advisory Team.

September 1989 to September 1991: Solid Waste Consultant
David M. Griffith and Associates, Ltd.
1621 Metropolitan Boulevard, Suite 201
Tallahassee, FL 32308
Responsible for state of Florida solid waste management consulting activities, consisting of financial analysis, operational review of disposal and hauling services, productivity studies, and privatization studies.

May 1985 to September 1989: Manager
Waste Management, Inc.
Post Office Box 161
Lake City, FL 32056
Responsible for operation of Waste Control of Florida, Inc., a multi-million dollar division of Waste Management of Florida, Inc. Supervised staff, including evaluations, payroll, and productivity. Managed accounts receivable and payable, yearly budget preparation, and negotiated contracts and franchise agreements. Frequently met with city and county administrators to educate them on current FDEP regulations.

January 1983 to May 1985: Environmental Consultant

Ecology Aids, Inc.
Post Office Box 2057
Brandon, FL 34299
Corporate liaison to State and Federal Environmental Regulatory agencies. Supervised design and installation of lining materials for solid waste disposal sites.

WALTER D. GOSSETT

4094 Manor Hill Place
Buford, GA 30519

404/945-9194

DOB 02/09/49

SS#

REFERENCES

Furnished upon request (professional and personal)

MEMBERSHIPS/PUBLICATIONS

ACCG/GMA Natural Resources Committee

SWANA Georgia Chapter

SWANA Sunshine Chapter

"Alternate Financing Methods: A Case Study"

Presented and published 1993 SWANA Southeast Region, Annual Convention

"The Role Of Privatization In The Solid Waste Industry"

Presented and published 1990 Texas Conference on Solid Waste Management