

EMPLOYMENT AGREEMENT

BETWEEN

BOARD OF COUNTY COMMISSIONERS

OF NASSAU COUNTY, FLORIDA

AND

WALTER D. GOSSETT

THIS EMPLOYMENT AGREEMENT entered into this 30th day of September, 1996, 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, Employee and Employer covenant and agree as follows:

1. The term of employment under this Agreement shall commence October 1, 1996, and shall end of September 30, 1998, and shall be renewed for successive fiscal two (2) year period(s), unless the Agreement has been terminated. ~~The employer may elect not to renew the Agreement for successive one (1) year period based~~

~~upon a simple majority.~~

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 Seventy Two Thousand Five Hundred Dollars (\$72,500.00) 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 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 Department, 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 Coordinator
- (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 importance 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, making 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 operation/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 at "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. Upon such termination or non-renewal of said contract, the Employee shall be entitled to a lump-sum cash payment equal to one hundred twenty (120) calendar days severance.

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. 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 |

7. 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.

8. 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.

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

10. Employee shall be a resident of Nassau County during the term(s) of this Agreement.


11. *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"

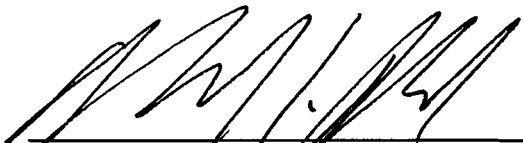
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

ATTEST:


  
\_\_\_\_\_  
T. J. GREESON  
Its: Ex-Officio Clerk

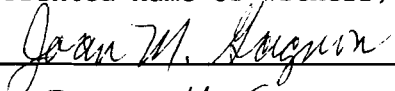
  
\_\_\_\_\_  
JIM B. HIGGINBOTHAM  
Its: Chairman

Approved as to form by the  
Nassau County Attorney:

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

"EMPLOYEE"

  
\_\_\_\_\_  
Joyce T. Bradley  
(Printed name of Witness)

  
\_\_\_\_\_  
JOAN M. GAGNON  
(Printed name of Witness)

  
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WALTER D. GOSSETT