

ADDENDUM TO THE
EMPLOYMENT AGREEMENT

BETWEEN

BOARD OF COUNTY COMMISSIONERS

OF NASSAU COUNTY, FLORIDA

AND

WALTER D. GOSSETT

THIS ADDENDUM TO THE EMPLOYMENT AGREEMENT entered into this 15th day of May, 2000, 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, on the 15th day of May, 2000, agreed to renew the Employee's contract for a successive fiscal two-year period; and

WHEREAS, the Employment Agreement provides for said renewals.

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 Employment Agreement dated September 30, 1996 is hereby renewed for a two-year period commencing October 1, 2000 and ending September 30, 2002.
2. All of the provisions of the Employment Agreement dated September 30, 1996 remain in full force and effect

except for 3A. The Employer will pay a car allowance in the amount of \$350.00 (three hundred and fifty dollars) a month, payable on the first of each month.

The car allowance to be retroactive to January 1, 2000.

IN WITNESS WHEREOF, the parties have executed this agreement this 15th day of May, 2000.

"EMPLOYER"

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

ATTEST:

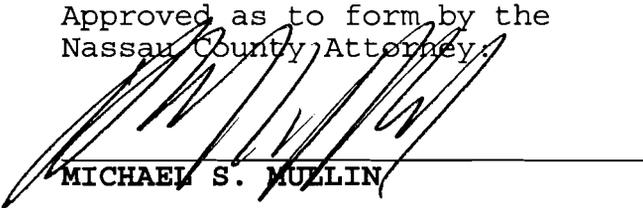


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk



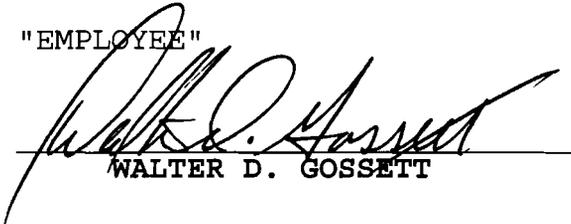
NICK D. DEONAS
Its: Chairman

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

"EMPLOYEE"



WALTER D. GOSSETT



Joyce T. Bradley
(Printed name of Witness)



Brenda K Linville
(Printed name of Witness)

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~~

CERTIFIED TRUE COPY

Meeson Clerk by Bradley, OC
OFFICIAL Clerk to the Board

~~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.

~~e. 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.

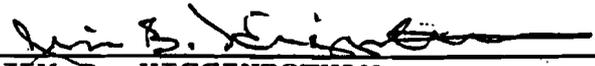
"EMPLOYER"

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

ATTEST:

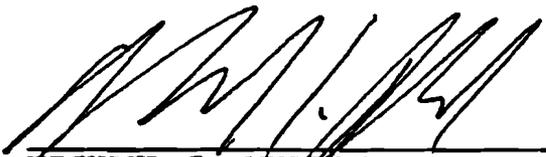


T. J. GREESON
Its: Ex-Officio Clerk



JIM B. HIGGINBOTHAM
Its: Chairman

Approved as to form by the
Nassau County Attorney:

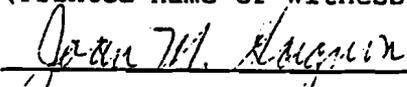


MICHAEL S. MULLIN

"EMPLOYEE"



Joyce T. Bradley
(Printed name of Witness)



JOAN M. FAGAN
(Printed name of Witness)



WALTER D. GOSSETT

NASSAU COUNTY, FLORIDA

AN ORDINANCE CREATING THE POSITION OF COUNTY ADMINISTRATOR FOR NASSAU COUNTY, FLORIDA; PROVIDING FOR THE POWERS, DUTIES AND RESPONSIBILITIES OF THE OFFICE; PROVIDING FOR THE ADOPTION OF THE PROVISIONS OF FLORIDA STATUTES, CHAPTER 125.70 THROUGH 125.73; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Nassau County has determined that the position of County Administrator is necessary in order to more efficiently administer the various county departments, and

WHEREAS, the Board of County Commissioners has determined that the County Administrator is necessary to assure more adequate and efficient services to the citizens of Nassau County, and

WHEREAS, the Board of County Commissioners has held a public hearing, pursuant to Florida Statutes, Chapter 125.72.

NOW, THEREFORE, be it ORDAINED by the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, that:

SECTION ONE: The Board of County Commissioners of Nassau County hereby creates the position of County Administrator.

SECTION TWO: The Board of County Commissioners of Nassau County hereby adopts the provisions of Florida Statutes, Chapter 125.70 through 125.73.

SECTION THREE: The duties of the County Administrator shall be as follows:

- 1.) To be responsible for the administration of all departments responsible to the Board of County Commissioners.

2.) Administer and carry out the directives and policies of the Board of County Commissioners and enforce all orders, resolutions, ordinances and regulations of the Board to assure that they are faithfully executed.

3.) Report to the Board, at the Board's direction, 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 he deems necessary for the improvement of the County and the welfare of its residents.

4.) Provide the Board, or individual members thereof, upon request, with data or information concerning County government and to provide advice and recommendations on County government operations to the Board.

5.) Cooperate with the Clerk of the Court of Nassau County to supervise the care and custody of all County property.

6.) Select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the Board, pursuant to procedures adopted by the Board. The employment of all department heads shall require confirmation by the Board of County Commissioners.

7.) Suspend, discharge, or remove any employee under the jurisdiction of the Board, pursuant to procedures adopted by the Board.

8.) Prepare and submit to the Board after the end of each fiscal year a complete report on the finances and administrative activities of the County for the preceding year and submit his recommendations.

9.) Attend meetings of the Board as directed by the County Commissioners.

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10.) Perform such other duties as may be required of him by the Board of County Commissioners.

SECTION FOUR: The above specifically enumerated powers are administrative in nature and in any exercise of governmental power the County Administrator shall perform the duty of advising the Board of County Commissioners in their role as the policy setting body of the County.

SECTION FIVE: The County Administrator shall be employed full-time at a salary to be determined by the Board at its discretion. The remuneration shall be made by the Commission from the general fund of the County and shall be subject to periodic review and adjustment.

SECTION SIX: This Ordinance shall become effective as provided by law.

PASSED and duly ADOPTED by the Board of County Commissioners of Nassau County, Florida, this 24th day of June, 1986.

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

Attest: [Signature]
T. J. GREESON

By: [Signature]
JAMES E. TESTONE

Its: Ex-Officio Clerk

Its: Chairman