

EMPLOYMENT CONTRACT

WHEREAS, Nassau County has retained Michael S. Mullin as the County Attorney since 1984; and

WHEREAS, the County Commission wishes to continue the employment by Nassau County of Michael S. Mullin as County Attorney, but desires that the employment be full time; and

WHEREAS, the county intends that Michael S. Mullin be compensated for his services in a manner consistent with the duties and skills required of a County Attorney and consistent with the experience, qualifications, and track record of Michael S. Mullin as a lawyer and as County Attorney; and

WHEREAS, the Board of County Commissioners, through its County Coordinator, surveyed the salaries of full time county attorneys and they varied throughout the state in 1998 from approximately \$85,000.00 per year to approximately \$140,000.00 per year depending on many circumstances such as the rate of growth and complexities of the legal problems and the skills, qualifications and experience of the county attorneys as well as numbers of assistant County Attorneys; and

WHEREAS, many county attorneys in counties similar to Nassau County have assistant county attorneys earning between \$50,000.00 and \$75,000.00 per year; and

NOW THEREFORE, WITNESSETH: That in consideration of the covenants between Nassau County, Florida, hereinafter "County" and Michael S. Mullin, hereinafter "County Attorney", the County, by and through its Board of County Commissioners, hereby employs Michael S. Mullin as the

full time County Attorney and the County Attorney hereby accepts such employment all on the following terms and conditions:

SECTION 1. DUTIES

The County Attorney will perform legal duties for the County as set forth in Exhibit "A". It is agreed that Michael S. Mullin will be full time in his capacity as County Attorney.

The County Attorney shall also represent the Clerk of the Court unless and until there arises a conflict between the Board of County Commissioners and Clerk and at that time he shall withdraw as attorney for the Clerk.

The County Attorney shall not represent other clients or perform other legal work during the term of this Agreement except as required to finalize existing cases. The finalization of existing cases shall be accomplished within ninety (90) days of the date of this Agreement with the exception of appeals and or continuances and the Board of County Commissioners may extend the time based upon written explanation by Mullin.

SECTION 2. SALARY AND BENEFITS

- A. The County Attorney's initial annual salary under this Employment Contract for county fiscal year 1998-99 shall be \$105,000.00. The County Attorney shall be paid on the same payment basis as other county employees. The Board of County Commissioners covenant to budget and appropriate from legally available funds. The parties hereto understand and agree that no ad valorem taxes are pledged to secure this Employment Agreement.
- B. At the beginning of each county fiscal year and at such other times as deemed appropriate by the Board of County Commissioners,

the County Attorney may receive salary raises as approved by the County Commission.

- C. The County Attorney shall receive a monthly travel allowance of \$350.00 in lieu of mileage reimbursement. The allowance shall be granted in accordance with Section 112.061(7)(f), Florida Statutes.
- D. The County agrees to provide the same comprehensive family medical insurance and life insurance enjoyed by other employees of the County and to pay all required premiums for said coverage of the County Attorney and half the cost for coverage of his dependents. Such coverage shall commence effective April 1, 1999.
- E. The County is an employer as described in the Florida Retirement System Act. The County offers Mullin the option of participating in the Florida Retirement System or having the county contribute into a lifetime monthly annuity program at a cost equal to the normal cost portion of the Florida Retirement System of the member's gross salary. If a lifetime annuity is chosen, a contribution shall be at the following rate: In lieu of participation in the Florida Retirement System an amount equaling twenty percent (20%) of Mullin's base salary shall be contributed monthly to an annuity of Mullin's choice. At the completion of each year service an amount in the sum of four percent (4%) of Mullin's base pay shall be credited to his annuity account to bring comparability with other county senior management. Mullin shall make an election within thirty (30) days of the execution of this Agreement.
- F. The County shall pay the County Attorney's dues to the Florida Association of County Attorneys.

G. The County Attorney shall be entitled to three (3) weeks of vacation each fiscal year, holidays and sick leave normally given to County employees and where such benefits are based upon length of service, the County Attorney will be deemed to have commenced his county employment on 8-14-84. Any additional vacation time shall accrue pursuant to county policy. The County Attorney shall have the discretion to decide when he shall take accrued vacation, subject to notification and approval by the Board of County Commissioners.

SECTION 3. MISCELLANEOUS

- A. The County shall provide the County Attorney with sufficient office space and office equipment, law books, (including Florida and Federal Law Weekly) and other supplies, materials and equipment (including computers) that are necessary to enable the County Attorney to provide the services expected of a county attorney. In a like manner, the County Attorney may retain outside counsel and experts appropriate to provide the services expected of the office of the County Attorney. The County Attorney is hereby authorized to retain such outside counsel, pursuant to a budget approved by the Board of County Commissioners, and experts for the County, as the County Attorney deems appropriate to perform legal work for the County.
- B. The County Attorney shall hire secretarial staff necessary to operate a full time County Attorney's Office.
- C. Notwithstanding Section 1, the County Attorney may finish and complete all other work that he worked on prior to the effective date of this Employment Contract and may receive compensation for such work in the manner provided.

- D. Outside Nassau County, the County Attorney will be reimbursed for travel expenses and be provided per diem as adopted by the Board of County Commissioners and consistent with Chapter 112, Florida Statutes.
- E. The County shall pay, consistent with Chapter 112, Florida Statutes, tuition, travel and other such fees and costs necessary or appropriate to allow the County Attorney to attend seminars, legal educational courses, Association of County Attorneys meetings, and other such meetings pertaining to County legal matters, or necessary for Florida Bar requirements.
- F. The County Attorney shall be exempt from all employee management provisions of the County's Personnel Policies and Procedures and shall report directly to the Board of County Commissioners.
- G. If any provision, or any portion thereof, contained in this Employment Contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Employment Contract or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.
- H. This Employment Contract shall not be amended except in writing executed by both parties hereto.
- I. 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.
- J. The headings for the sections contained in this Employment Contract are solely for convenience of reference and shall not constitute a part of this contract or affect its meaning, construction or effect.

SECTION 4. EXISTING CASES

The parties acknowledge that Mullin presently has active cases that he will be required to complete and or substitute counsel for particular cases. As of Apr. 1st, 1999, Mullin shall not accept "new cases" and shall immediately begin a phased approach to become full time pursuant to the terms of the contract in accordance with Section 1.

SECTION 5. TERM OF EMPLOYMENT

- A. The initial term of this Employment Contract shall commence on the effective date set forth herein in Section 8 and may expire on the 1st day of October 2003.
- B. This Employment Contract shall be automatically renewed for three-year terms at the end of each term and shall continue for subsequent three-year periods unless terminated according to the provisions of Sections 6 or 7 herein.

SECTION 6. TERMINATION BY COUNTY

- A. County may terminate the employment of the County Attorney for cause prior to the expiration of the initial term of employment hereunder, or any applicable renewal term. Cause for termination shall consist of willful gross dereliction of the duties of County Attorney. Prior to termination for cause under this paragraph, County shall, at the request of County Attorney, furnish to County Attorney a notification in writing of the grounds for discharge, and at the further request of the County Attorney, accord County Attorney a public hearing prior to making a final decision on termination. The public hearing shall be held

not sooner than 21 days, nor later than 36 days, after delivery of the notification of grounds for termination to the County Attorney. Termination of the County Attorney under this paragraph shall require the affirmative vote of a majority plus one of the membership of the Board of County Commissioners.

- B. By a majority vote plus one of the membership of the Board of County Commissioners, the Board may in its discretion determine that this Employment Contract shall not automatically be renewed at the end of its current term. It shall not be necessary for the Board of County Commissioners to have or state any specific cause, reason or ground to support a motion not to renew this contract. The County shall give the County Attorney one hundred and eighty (180) days written notice of its decision not to renew in advance of the end of the initial term or subsequent extension(s), whichever is applicable.
- C. Should the County decide not to renew this Employment Contract under Paragraph B of this Section 6, the County Attorney shall be entitled to severance pay in an amount equal to six months salary and benefits, including the total accumulation in the monthly annuity program. Insurance shall be maintained for a minimum of one year or an equivalent amount paid for premiums for that period of time.
- D. Upon termination of the employment under paragraph A or B of this Section 6, the obligations arising out of this Employment Contract shall cease; except that County shall pay the County Attorney the aforesaid severance pay, if applicable, any unpaid compensation earned prior to the effective date of termination of this Employment Contract, any applicable workman compensation and unemployment benefits, and payment for unused accrued vacation

time not to exceed 320 hours and sick leave consistent with county personnel policies as is provided in the County's Personnel Policies and Procedures.

- E. In the event that the County Attorney is charged by indictment or information of a felony, he may, at the sole discretion of the County, be suspended from his duties without pay. In the event there is no conviction of a felony, the County Attorney shall be re-instated with back pay. If there is a conviction, the Employment Contract, at the option of the Board, may be terminated and the County Attorney discharged from his duties without hearing or severance pay.

SECTION 7. TERMINATION BY COUNTY ATTORNEY

- A. The County Attorney may terminate this Employment Contract by giving the County one hundred eighty (180) days advance written notice. If the County Attorney dies, this Contract shall automatically terminate on the date of his death.
- B. Upon termination of employment under Section 7, the County Attorney shall not be entitled to severance pay, and all obligations arising out of this Employment Contract shall cease, except that County shall pay the County Attorney, or if applicable, his heirs, any unpaid compensation and benefits, including the monthly annuity program monies earned prior to the effective date of termination of this Employment Contract and payment for unused accrued vacation time not to exceed 320 hours and unused sick leave as is provided in the County's Personnel Policies and Procedures.

SECTION 8. EFFECTIVE DATE

This Employment Contract shall take effect on 4/1/99 or earlier.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY ATTORNEY:

Joan M. Gagnon
JOAN M. GAGNON
(Printed name of witness)

[Signature]
MICHAEL S. MULLIN

Joyce T. Bradley
Joyce T. Bradley
(Printed name of witness)

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

[Signature]
J. H. COOPER
Its: Chairman

ATTEST:

APPROVED AS TO FORM BY:

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

[Signature]
NABORS, GIBLIN & NICKERSON, P.A.
Special Counsel to the
Board of County Commissioners
Nassau County, Florida

Draft11-1/21/99

EXHIBIT "A"

DUTIES OF THE COUNTY ATTORNEY

1. Legal counsel and advice to the Board of County Commissioners.
2. Represent Board of County Commissioners in litigation or in the event of insurance coverage - liaison with insurance counsel.
3. Retain outside counsel for matters deemed appropriate.
4. Legal counsel and advice to the County Coordinator and department heads and staff regarding county matters.
5. Legal counsel and advice to Planning and Zoning Board and committees established by the Board of County Commissioners.
6. Legal advice and counsel to Clerk of Court unless there is a conflict.
7. Liaison to judiciary for Board of County Commissioners.
8. Represent Board of county Commissioners in administrative proceedings.
9. Liaison with state and national legislators and administrative agencies regarding matters of interest to the Boar of County Commissioners.
10. Attend all meetings of the Board of County Commissioners and Planning and Zoning Board and committees when deemed necessary.