

AMENDED AGREEMENT

THIS AMENDED AGREEMENT entered into this 12th day of October, 2005, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **MICHAEL G. MAHANEY**, hereinafter referred to as the "Employee".

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

Section 1. Duties

1.1 The County hereby agrees to employ Michael G. Mahaney as County Administrator to perform the functions and duties specified in Exhibit "A", and to perform such other legally permissible and proper duties and functions as the County shall, from time to time, assign to him. The Employee shall be responsible to the County.

1.2 The County may review and evaluate the performance of the Employee at the end of the first six (6) months and at least once annually at or near the Employee's anniversary date. Said review and evaluation shall be in accordance with specific criteria. Further, the County shall provide the Employee with a copy of the evaluation

and provide an adequate opportunity to the Employee to discuss his evaluation with the County.

Section 2. Term

2.1 The term of the Employee's employment shall begin on a date to be determined by the parties, but in no event later than September 1, 2004. The Employee shall serve at the pleasure of the County, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the County to terminate the services of the Employee at any time on a vote of a majority plus one, with or without cause, but any termination by the County shall be subject to the provisions set forth in Paragraphs 3.1, 3.2, 3.3, and 3.4, of this Agreement.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the County, subject only to the provisions set forth in Paragraph 3.4 of this Agreement.

2.3 Any change to this contract must be with the consent of the employee and with a vote of a majority plus one (1) of the County.

Section 3. Termination, Suspension, Disability and Severance Pay.

3.1 In the event that the Employee is terminated or discharged by the County without cause and such time as the Employee is willing and able to perform his duties under this Agreement, then, the County shall continue to pay to the Employee his then-existing base salary, together with all other benefits set forth in Sections 4, 8, 9, and 10 herein, for six (6) months from the date of termination.

3.2 Notwithstanding the above, in the event the Employee is terminated based upon a conviction or a withhold of adjudication of (i) any criminal act; (ii) a felony, or (iii) a misdemeanor that involves moral turpitude, then, and in that event, the County shall have no obligation to pay the severance sums or benefits set forth in this Section.

3.3 In the event that the Employee is terminated for cause based upon malfeasance or misfeasance or a violation of the International City/County Managers Association's (ICMA) Code of Ethics, the County shall have no obligation to pay the severance sums or benefits set forth in this Section.

3.4 In the event the Employee voluntarily resigns his position with the County, the Employee shall give the County two (2) months' notice in advance of his resignation. The County may elect to have the Employee

leave his employment within the two (2) month period and shall pay his base salary together with benefits for the balance of the two (2) month period.

Section 4. Salary

4.1 The County agrees to pay the Employee for his services rendered pursuant hereto an annual base salary of ~~\$115,000.00~~ \$135,000.00 payable in installments at the same time as other County employees are paid.

4.2 The County may increase said salary in the form of annual salary increases, bonuses, or otherwise, and/or other benefits of Employee in such amounts and to such an extent as the County may determine that it is desirable to do so on the basis of an annual salary and performance review of said Employee made at such time as similar consideration is given to other County employees generally.

Section 5. Automobile

5.1 As additional compensation, the County shall pay the sum of ~~\$500.00~~ \$600.00 per month to the Employee as an automobile allowance, to be used at Employee's discretion for vehicular transportation. The Employee shall be responsible for insurance, maintenance, and any and all taxes assessed based upon the mileage compensation. Travel allowance for travel outside Nassau or Duval Counties shall

be at the applicable mileage rate established by the County.

Section 6. Moving Expenses

6.1 The Employee shall be reimbursed for actual necessary, reasonable, and prudent expenses of packing and moving himself, his family, and his personal property, including, but not limited to, packing, unpacking, storage costs, insurance, motel and meal expenses, and temporary housing, up to a maximum amount of \$10,000.00. Employee must provide receipts to the County in order to be reimbursed.

6.2 Should the Employee resign within two (2) years of the inception of this Agreement, the Employee shall be responsible to reimburse the County for all costs paid pursuant to this Section, except for medical reasons, based upon a monthly proration according to the amount of time in service.

Section 7. Professional Development

7.1 The County hereby agrees to budget and to pay the reasonable travel expenses of Employee, based upon County policy, for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the County, including, but not

limited to, the annual conferences of the Florida Association of Counties, and such other regional and state government groups and committees thereof which the Employee serves as a member.

7.2 The County also agrees to budget and to pay for the reasonable travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the County.

Section 8. Annual Leave and Sick Leave

8.1 The Employee shall accrue annual leave at the rate of ~~three (3)~~ five (5) weeks annually ~~during the first year of the Agreement, and said annual leave shall be negotiated annually thereafter.~~

8.2 The Employee shall accrue sick leave pursuant to the County's Personnel Policy

Section 9. Retirement Plan and Health Insurance

9.1 The County shall contribute an amount equal to ~~ten~~ nineteen percent (~~10~~ 19%) of the Employee's annual salary to the Employee's current deferred compensation plan.

9.2 The County shall provide medical insurance coverage for the Employee and shall pay one-half (1/2) of the Employee's spouse's coverage.

Section 10. Other Terms and Conditions of Employment

10.1 The County shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or other law.

10.2 All provisions of the County's Personnel Policy relating to sick leave, retirement and pension system contributions, holidays, cost of living adjustments, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Employee, except as otherwise herein provided.

10.3 The County shall defend, save harmless, and indemnify the Employee against any tort, professional liability claim(s) or demand(s) or other legal action(s), whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as County Administrator, except for willful and wanton acts. The County shall pay the amount of any settlement or judgment rendered thereon and shall pay and bear the reasonable and necessary legal expenses for the defense of said claim.

10.4 The County shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of the Employee, except to the degree of such a reduction across-the-board for all employees of the County.

Section 11. General Provisions

11.1 The text herein shall constitute the entire Agreement between the parties.

11.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

11.3 This Agreement shall be construed and interpreted according to the laws of the State of Florida.

11.4 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.


Section 12.

This Agreement shall become effective on September 1,

2005.

Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



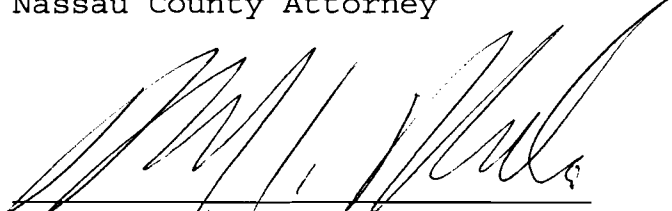
ANSLEY N. ACREE
Its: Chairman

ATTEST:



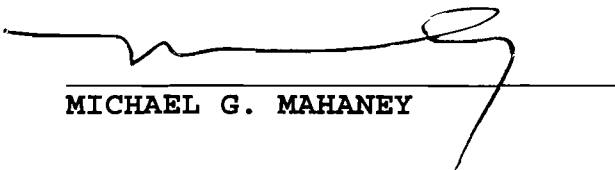
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

EMPLOYEE:



MICHAEL G. MAHANEY

z/amyers/agreements/Mahaney-agmt -amd-2005

EXHIBIT "A"

Duties and Responsibilities

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.

Report 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 administrator deems necessary for the improvement of the County and the welfare of its residents.

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.

Prepare and submit to the Board for its consideration and adoption a bi-annual operating budget, a capital budget, and a capital program.

Establish the schedules and procedures to be followed by all County department, offices, and agencies in connection with the budget and supervise and administer all phases of the budgetary process.

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/her recommendations.

Supervise the care and custody of all County property. Recommend to the Board a current position classification and pay plan for all positions in the County service.

Develop, install, and maintain centralized budgeting, personnel, legal, and purchasing procedures.

Organize the work of County departments, subject to an administrative code developed by the Administrator and adopted by the Board, and review the departments, administration and operation of the County and make

recommendations pertaining thereto for reorganization by the Board.

Select, employ and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the Board. ~~However, the employment of all department heads shall require confirmation by the Board of County Commissioners.~~¹

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

To serve on the negotiating teams as set by the Board.

See that all terms and conditions in all leases, contracts, and agreements are performed and notify the Board of any noted violations thereof.

Order, upon advising the Board, any agency under the Administrator's jurisdiction as specified in the administrative code to undertake any task for any other agency on a temporary basis if he/she deems it necessary for the proper and efficient administration of the County government to do so.

Attend all meetings of the Board with authority to participate in the discussion of any matter.

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

It is the intent of the Legislature to grant to the County Administrator only those powers and duties which are administrative or ministerial in nature and not to delegate any governmental power imbued in the Board of County Commissioners as the governing body of the County pursuant to Section 1(e), Article VIII of the State Constitution. To that end, the above specifically enumerated powers are to be construed as administrative in nature, and in any exercise of governmental power, the Administrator shall only be performing the duty of advising the Board of County Commissioners in its role as the policy-setting governing body of the County.

¹ Per Board approval 11/14/05

A G R E E M E N T

THIS AGREEMENT entered into this 26th day of June, 2004, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as the "County", and **MICHAEL G. MAHANEY**, hereinafter referred to as the "Employee".

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

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1.2 The County may review and evaluate the performance of the Employee at the end of the first six (6) months and at least once annually at or near the Employee's anniversary date. Said review and evaluation shall be in accordance with specific criteria. Further, the County shall provide the Employee with a copy of the evaluation

and provide an adequate opportunity to the Employee to discuss his evaluation with the County.

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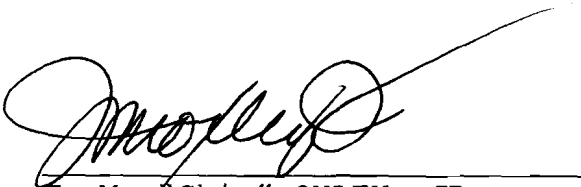
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BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

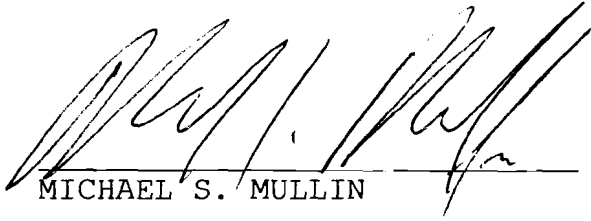


FLOYD L. VANZANT
Its: Chairman




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

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

EMPLOYEE:



MICHAEL G. MAHANEY

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