

**EMPLOYMENT CONTRACT**

WHEREAS, Edward L. Sealover has indicated that he has the ability, knowledge, and experience to assume the position of Nassau County Coordinator; and

WHEREAS, the Board of County Commissioners and Edward L. Sealover have approved the terms and conditions of the Contract.

NOW, THEREFORE, WITNESSETH: That in consideration of the covenants between Edward L. Sealover, hereinafter "Nassau County Coordinator", and **NASSAU COUNTY, FLORIDA**, by and through its Board of County Commissioners, hereinafter "County", hereby employs Edward L. Sealover, as the full time Nassau County Coordinator and the Board of County Commissioners of Nassau County, Florida, hereby accepts such employment all on the following terms and conditions:

**SECTION 1. DUTIES**

The County Coordinator will perform the duties for the County as set forth in Exhibit "A". It is agreed that Edward L. Sealover will be full time in his capacity as Nassau County Coordinator.

**SECTION 2. SALARY AND BENEFITS**

A. The County Coordinator's initial annual salary under this Employment Contract shall be \$105,000. The

County Coordinator shall be paid on the same payment frequency as other county employees. The Board of County Commissioners covenants to budget and appropriate from legally available funds the funds for the salary and benefits. The parties hereto understand and agree that no ad valorem taxes are pledged to secure this Employment Agreement.

B. On the annual anniversary of this Contract and at such other times as deemed appropriate by the Board of County Commissioners, the County Coordinator may receive salary raises as approved by the County Commission.

C. The County Coordinator shall receive a monthly travel allowance of \$500.00 in lieu of mileage reimbursement. The allowance shall be granted in accordance with Section 112.061(7)(f), Florida Statutes. The County Coordinator shall make every effort to utilize a county vehicle for out of county travel.

D. The County agrees to provide the same comprehensive medical insurance enjoyed by other employees of the County and to pay all required premiums for said coverage of the County Coordinator. Such coverage and payment therefor shall commence on the effective date of this Contract. Family coverage is available to the County Coordinator on the same basis as currently is available to other County employees hired after October 1, 2005.

E. As a retirement plan, the County shall contribute to a qualified deferred compensation account an amount equal to the amount it would contribute to the Florida Retirement System if the County Coordinator were a Senior Management participant.

F. The County shall pay the County Coordinator's annual dues to the Florida City and County Management Association, National and International Associations (NACA and ICMA). The County encourages the County Coordinator to attain positions of leadership in national, state, regional, and local associations and organizations relevant to his profession and to county government.

G. The County Coordinator shall be entitled to three (3) weeks of vacation each fiscal year, one week of sick leave per fiscal year, and holidays normally given to County employees. Maximum accruals of annual and sick leave shall be 400 hours and 720 hours, respectively. Vacation will accrue in the same manner as for other employees, i.e., the time above shall be prorated over a year period. The County Coordinator shall have the discretion to decide when he shall take accrued vacation, subject to notification to the Board of County Commissioners.

**SECTION 3. MOVING EXPENSES**

A. 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, up to a maximum amount of \$5,000.00. Employee must provide receipts to the County in order to be reimbursed.

B. Should the Employee resign (other than a mutually agreed resignation in accordance with Section 7(C)) within two (2) years of the inception of this Agreement, the Employee shall be responsible to reimburse the County for all costs paid upon a monthly proration according to the amount of time in service.

#### **SECTION 4. REVIEW**

The Board of County Commissioners shall evaluate the County Coordinator's performance on or before the end of the first six (6) month period from the date of hire, and annually thereafter. The evaluation shall be by the full Board of County Commissioners, and a copy provided to the County Coordinator. This review is for performance only; the County Coordinator's first review for possible salary adjustment shall come at his anniversary date.

#### **SECTION 5. MISCELLANEOUS**

A. Outside Nassau County, the County Coordinator 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, subject to Paragraph 2(C) above.

B. The County shall pay, consistent with Chapter 112, Florida Statutes, tuition, professional and official travel and other such fees and costs necessary or appropriate to allow the County Coordinator to attend seminars, educational courses, including, but not limited to, the annual conferences of the Florida Association of Counties, and such other meetings pertaining to county matters or necessary for professional development and for the good of the County, including, but not limited to, the Finance and Intergovernmental Affairs Steering Committee of the National Association of Counties (NACo).

C. The County Coordinator 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.

D. 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.

E. This Employment Contract shall not be amended except in writing executed by both parties hereto.

F. 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.

G. 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 6. TERM OF EMPLOYMENT**

A. The initial term of this Employment Contract shall commence on the effective date set forth herein in Section 9 and shall expire on November 1, 2010.

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 notice of non renewal is provided in writing one hundred and eighty (180) days prior to the end of the then-current term.

**SECTION 7. TERMINATION BY COUNTY**

A. Mutual Agreement. This Agreement can be terminated by mutual agreement, death, or retirement. -

B. Termination for Cause. This contract could be terminated for cause by the County on the basis of misfeasance, malfeasance, neglect of duty, or commission of a felony.

C. Termination without Cause/Mutually Agreed

Resignation. In the event the County Coordinator is terminated by the County during such time that the County Coordinator is willing and able to perform the duties of County Coordinator and such termination is without cause, or if the County Coordinator resigns by written mutual agreement of the County Coordinator and the County, then the County agrees to pay the County Coordinator a severance package in the form of continuation of full pay and benefits for a period of three (3) months.

**SECTION 8. TERMINATION BY COUNTY COORDINATOR**

A. The County Coordinator may terminate this Employment Contract by giving the County ninety (90) days advance written notice. Termination by the County Coordinator does not require the payment of any severance amount. If the County Coordinator dies, this Contract shall automatically terminate on the date of his death.

**SECTION 9. EFFECTIVE DATE**

This Employment Contract shall take effect on October 8, 2007.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

COUNTY COORDINATOR:

  
\_\_\_\_\_  
Chrissy McDaniel  
(Printed name of witness)

  
\_\_\_\_\_  
EDWARD L. SEALOVER

  
\_\_\_\_\_  
Joyce Buckley

Joyce T. Bradley

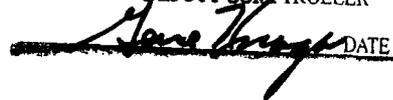
(Printed name of witness)

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

  
JIM B. HIGGINBOTHAM  
Its: Chairman

Attest as to Chairman's  
Signature:

REVIEWED BY GENE KNAGA  
DEPUTY COMPTROLLER

 DATE 10/8/07

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

  
Approved as to form by the  
Nassau County Attorney

  
DAVID A. HALLMAN

## 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 County Coordinator 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 County Coordinator 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.~~

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 County Coordinator'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~~ Board of County Commissioners to grant to the County Coordinator 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 County Coordinator 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. The County Coordinator shall not be construed to have any authority or powers other than those granted to him by the Board of County Commissioners.

**AMENDMENT  
TO EMPLOYMENT CONTRACT  
OF EDWARD L. SEALOVER**

**THIS AMENDMENT** entered into this 8th day of December, 2008 by and between the Board of County Commissioners of Nassau County, Florida, and Edward L. Sealover.

**WHEREAS**, the Board of County Commissioners of Nassau County, Florida, and Edward L. Sealover executed an Employment Contract dated October 8, 2007; and

**WHEREAS**, the parties desire to amend the Contract.

**NOW, THEREFORE, WITNESSETH:** That in consideration of the covenants between Nassau County, Florida, hereinafter "County" and Edward L. Sealover, hereinafter "County Coordinator", the parties hereby amend the Employment Contract dated October 8, 2007, as follows:

**SECTION 2. SALARY AND BENEFITS**

A. The County Coordinator's ~~initial~~ base annual salary under this Employment Contract shall be ~~\$105,000.00~~ \$107,625.00. The County Coordinator shall be paid on the same payment frequency as other county employees. The Board of County Commissioners covenants to budget and appropriate from legally available funds the funds for the salary and benefits. The parties hereto understand and agree that no ad valorem taxes are pledged to secure this Employment Agreement.

B. On the annual anniversary of this Contract and at such other times as deemed appropriate by the Board of County

Commissioners, the County Coordinator may receive salary raises as approved by the County Commission.

C. The County Coordinator shall receive a monthly travel allowance of \$500.00 in lieu of mileage reimbursement. The allowance shall be granted in accordance with Section 112.061(7)(f), Florida Statutes. The County Coordinator shall make every effort to utilize a county vehicle for out of county travel.

D. The County agrees to provide the same comprehensive medical insurance enjoyed by other employees of the County and to pay all required premiums for said coverage of the County Coordinator. Such coverage and payment therefor shall commence on the effective date of this Contract. Family coverage is available to the County Coordinator on the same basis as currently is available to other County employees hired after October 1, 2005.

E. As a retirement plan, the County shall contribute to a qualified deferred compensation account an amount equal to the amount it would contribute to the Florida Retirement System if the County Coordinator were a Senior Management participant.

F. The County shall pay the County Coordinator's annual dues to the Florida City and County Management Association, National and International Associations (NACA and ICMA). The County encourages the County Coordinator to attain positions of leadership in national, state, regional, and local associations and organizations relevant to his profession and to county government.

G. The County Coordinator shall be entitled to three (3) weeks of vacation each fiscal year, one week of sick leave per fiscal year,

and holidays normally given to County employees. Maximum accruals of annual and sick leave shall be 400 hours and 720 hours, respectively. Vacation will accrue in the same manner as for other employees, i.e., the time above shall be prorated over a year period. The County Coordinator shall have the discretion to decide when he shall take accrued vacation, subject to notification to the Board of County Commissioners.

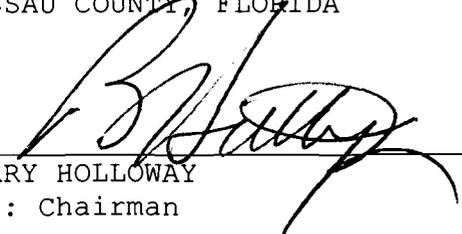
**SECTION 9. EFFECTIVE DATE.**

This Amendment to Employment Contract shall take effect on October 1, 2008.

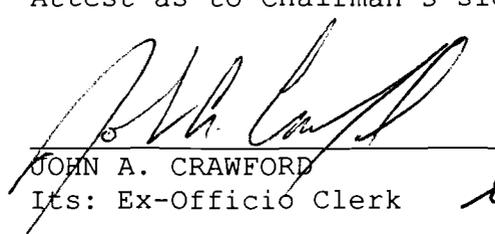
**SECTION 10. TERMS**

All other terms of the Agreement dated October 8, 2007, except as amended, shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

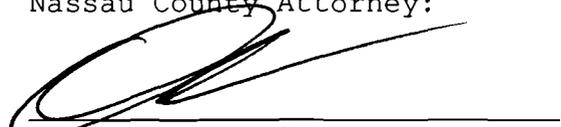
  
BARRY HOLLOWAY  
Its: Chairman

Attest as to Chairman's signature:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

*EAR 12/1/08*

Approved as to form by the  
Nassau County Attorney:

  
DAVID A. HALLMAN

SIGNATURES CONTINUE ON THE NEXT PAGE

EDWARD L. SEALOVER

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A handwritten signature in black ink, appearing to read 'E. Sealover', written over a horizontal line.

COUNTY COORDINATOR

RESOLUTION 2005- 32

A RESOLUTION DESIGNATING THE COUNTY ADMINISTRATOR  
AS THE COORDINATOR OF SPACE FOR COUNTY BUILDINGS.

WHEREAS, the Board of County Commissioners owns and controls several governmental buildings; and

WHEREAS, the Board of County Commissioners finds it necessary to designate one individual to coordinate the utilization of space within said buildings; and

WHEREAS, the Board of County Commissioners acknowledges and recognizes that the Judiciary has specific administrative and statutory authority with regard to space requirements; and

WHEREAS, several of the buildings contain offices of Constitutional Officers, and Constitutional Officer's space requests will be given great weight; and

WHEREAS, the Board finds it is necessary that one person be designated to coordinate and recommend the allocation of space within the various buildings; and

WHEREAS, space has already been allocated within the Judicial Annex; and

WHEREAS, it is necessary to re-allocate space within the Historic Courthouse.

NOW, THEREFORE, BE IT RESOLVED this 9<sup>th</sup> day of March, 2005, by the Board of County Commissioners of Nassau County, Florida, as follows:

1. The County Administrator is hereby designated as coordinator of space within County owned governmental buildings.

2. As the coordinator of space, the County Administrator shall give great weight to the requests of the Constitutional Officers that occupy County owned governmental buildings.

3. The County Administrator, based upon the Judiciary's statutory and administrative authority, shall adhere to that authority in making any recommendation regarding a County owned governmental building that houses the Judiciary.

4. Any recommendation by the County Administrator shall be provided to the Board of County Commissioners for review and approval.

5. Said consideration of the recommendation shall take place at a regularly scheduled Board meeting or at a special meeting, as deemed necessary by the Chairman.

6. In any case where allocation of space involves the Judiciary and/or Constitutional Officers, the Chief Administrative Judge of the County and/or the affected

Constitutional Officer(s) shall be notified of the Administrator's recommendation in sufficient time within which to review the recommendation and meet with the Administrator prior to a meeting of the Board of County Commissioners.

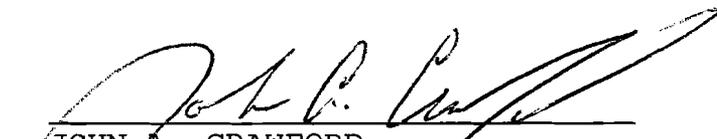
7. The Chief Administrative Judge and the Constitutional Officers shall be notified of the date and time of the Board meeting at which the Administrator's recommendation will be considered.

8. No reallocation or allocation of space within County owned governmental buildings shall occur without a recommendation from the County Administrator.

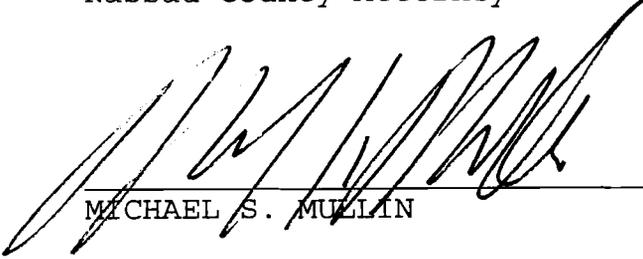
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
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

z/amyers/res/building-coordination