

THIRD AMENDMENT TO
EMPLOYMENT CONTRACT

WHEREAS, David A. Hallman has indicated and demonstrated that he has the ability, knowledge, and experience to retain ~~assume~~ the position of and perform the duties of County Attorney; and

WHEREAS, the Board of County Commissioners and David A. Hallman have approved the terms and conditions of ~~the~~ this Employment Contract ("Contract").

NOW THEREFORE, WITNESSETH: That in consideration of the covenants between Nassau County, Florida, hereinafter "County" and David A. Hallman, hereinafter "County Attorney", the County, by and through its Board of County Commissioners, hereby employs David A. Hallman 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 David A. Hallman will be full time in his capacity as County Attorney, except that the County Attorney may from time to time perform teaching, writing, or speaking performed on his time off, even if outside compensation is provided for such services. Said activities are expressly allowed,

provided that, in no case, is any activity allowed which would present a conflict of interest with the County or the County Attorney's representation of the County.

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 may represent the Clerk of the Court and any other constitutional officer of the County, if called upon and if resources are available, and so long as such representation does not cause a conflict of interest. If a conflict of interest arises, then the County Attorney shall withdraw as attorney for the Clerk or constitutional officer.

The County Attorney shall not represent other clients or perform other legal work during the term of this Agreement, without express written consent of the Board.

SECTION 2. SALARY AND BENEFITS

A. ~~The County Attorney's initial annual salary under this Employment Contract for County fiscal year 2006-2007 shall be \$120,000.00.~~ The County Attorney's annual salary under this Employment Contract, for the following fiscal years shall be: 2008-2009, \$127,000.00; 2009-2010, \$134,000.00; 2010-2011, \$141,000.00; 2011-2012,

\$148,000.00. Thereafter, the base salary of \$148,000.00
per year shall on October 1, 2012 and each year thereafter
be adjusted by the Consumer Price Index (CPI-U), U.S. city
average, promulgated by the U.S. Department of Labor,
Bureau of Labor Statistics, using the annual average most
recently promulgated prior to the immediately preceding
June 1st of that same year, for the twelve months prior to
the release. The County Attorney shall be paid on the same
payment frequency as other County employees. The Board of
County Commissioners ~~agrees to~~ 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. 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 \$500.00 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, except that at the election of the County Attorney (on behalf of himself and his family), instead of coverage under the County's medical insurance, he may receive as additional compensation the amount of the County's contribution as premiums, adjusted downward for the amount of the County's contribution to retirement and taxes. Any such election by the County Attorney may be withdrawn by him upon a change in status, e.g. ~~i.e.~~, should he or his family become ineligible for medical coverage elsewhere. This additional compensation shall be prorated over the year, and paid in a manner similar to other compensation. ~~Such coverage shall commence effective February 5, 2007.~~

E. The County is an employer as described in the Florida Retirement System Act. The County Attorney shall participate in the Senior Management Services Class of the Florida Retirement System, and the County shall contribute the appropriate percentage of his annual base salary to the Florida Retirement System as may be established from time to time by the Florida Retirement System. In addition, the County will also contribute annual deferred compensation in ~~the amount of \$8,000.00, or~~ the maximum amount permitted for

such contributions by the Internal Revenue Code of the United States, as amended from time to time.

F. The County shall pay the County Attorney's annual dues to the Florida Association of County Attorneys, Jacksonville Bar Association, The Florida Bar Association, Nassau County Bar Association, the IMLA, and other job-related associations. The County encourages the County Attorney 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 Attorney shall be entitled to three (3) weeks of vacation each fiscal year, holidays and sick leave normally given to County employees. 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. Additionally, if the County Attorney shall sit for the examination to become a Board Certified Local Government Lawyer, he shall be permitted to take up to two weeks special leave for this purpose, which shall not be counted against his other leave balances.

~~H. The County shall pay the County Attorney as temporary housing allowance the sum of up to \$2,000.00 and~~

~~as moving expenses up to \$5,000.00, based upon receipts to be provided to the Clerk.~~

SECTION 3. REVIEW

The Board of County Commissioners shall evaluate the County Attorney'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, with ~~and~~ a copy provided to the County Attorney. The Board of County Commissioners may approve an increase in salary upon the conclusion of the evaluation.

SECTION 4. 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. The County Attorney shall have the authority to assign or withdraw the working title (e.g., Law Clerk, Staff Attorney, Assistant County Attorney) he deems appropriate for such other lawyers as are hired within the Office of County Attorney, provided however that said working title shall not alter without Board approval the position description or salary of said additional lawyer.

C. 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.

D. 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.

E. 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.

F. 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.

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

H. 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.

I. 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 5. TERM OF EMPLOYMENT

The County shall employ David A. Hallman as the County Attorney for a three (3) year term commencing October 1, 2008. The term of this Contract shall be extended without further action each year for one year, unless a majority of

the full Board of County Commissioners votes after September 1, but prior to October 1 of that year not to extend.

~~A. The initial term of this Employment Contract shall commence on the effective date set forth herein in Section 8 and shall expire on March 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 terminated one hundred eighty (180) days prior to the end of the current term.~~

SECTION 6. TERMINATION BY COUNTY

A.C. Termination without Cause. The County Attorney may be removed at any time in the event that a majority of the full Board of County Commissioners votes to terminate the County Attorney. In the event the County terminates this agreement pursuant to this section, the County shall provide as severance payments to the County Attorney all salary and benefits provided for herein through the remaining term of this Agreement. ~~IN the event the County Attorney is terminated by the County during such time that the County Attorney is willing and able to perform the duties of County Attorney and such termination is without cause, then the County agrees to pay the County Attorney a~~

~~severance package in the form of continuation of full pay and benefits for a period of six (6) months.~~

B. Termination for Cause. This contract ~~can~~ could be terminated for cause by the County on the basis of misfeasance, malfeasance, neglect of duty, or commission of a felony. Unless a termination pursuant to this subsection is based upon conviction of a felony or disbarment from the practice of law, the County Attorney shall first be entitled to a hearing using the rules of evidence and civil procedure, including discovery, on the issue of whether there exists sufficient cause for the proposed termination. The hearing shall be conducted before a hearing officer, who shall be a certified civil mediator or other member of The Florida Bar agreed by the County and the County Attorney. The determination at said hearing shall be final, and the prevailing side shall be entitled to an award of attorney's fees and costs, which shall be assessed by the same hearing officer. Nothing in this provision shall be construed to waive any statutory or constitutional rights or causes.

A.C. Mutual Agreement. This Agreement can be terminated by mutual agreement, death, retirement, or suspension, revocation, or expiration of membership in ~~the~~ The Florida Bar.

SECTION 7. TERMINATION BY COUNTY ATTORNEY

A. The County Attorney may terminate this Employment Contract by giving the County ninety (90) days advance written notice, unless termination by the County Attorney is for the reason that he is no longer eligible to serve. Termination by the County Attorney does not require the payment of any severance amount. If the County Attorney dies, this Contract shall automatically terminate on the date of his death.

SECTION 8. EFFECTIVE DATE

This ~~Employment Contract~~ Amendment shall take effect on September 10, 2008. ~~February 5, 2007.~~

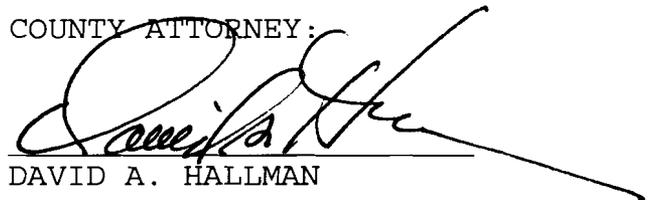
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY ATTORNEY:

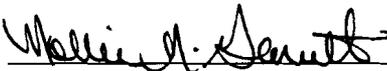


Joyce T. Bradley

(Printed name of witness)



DAVID A. HALLMAN



Mollie M. Garrett

(Printed name of witness)

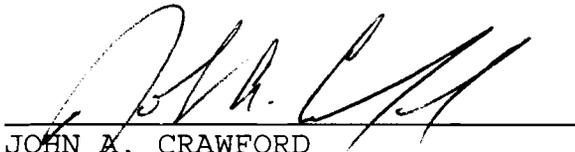
(Signatures continue on the next page)

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL
Its: Chair

ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

ESK 9/18/09

Approved as to form by:

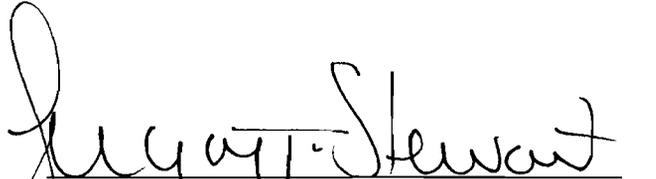

GREGORY T. STEWART
Nabors, Giblin & Nickerson, P.A.

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 Board of County Commissioners.

10. Attend all meetings of the Board of County Commissioners, unless excused by the Board or Chair, and Planning and Zoning Board and committees when deemed necessary.

11. The Human Resources Department reports to and is under the Office of the County Attorney.

12. The Contracts Manager reports to and is under the Office of the County Attorney.