

EMPLOYMENT CONTRACT

WHEREAS, Theodore Selby has indicated and demonstrated that he has the ability, knowledge, and experience to assume the position of County Manager; and

WHEREAS, the Board of County Commissioners and Theodore Selby have approved the terms and conditions of this Employment Contract ("Contract").

NOW THEREFORE, WITNESSETH: That in consideration of the covenants between Nassau County, Florida, hereinafter "County" and Theodore Selby, hereinafter "County Manager", the County, by and through its Board of County Commissioners, hereby employs Theodore Selby as the full time County Manager and the County Manager hereby accepts such employment all on the following terms and conditions:

SECTION 1. DUTIES

The County Manager will perform management duties for the County as set forth in Exhibit "A". It is agreed that Theodore Selby will be full time in his capacity as County Manager.

SECTION 2. SALARY AND BENEFITS

A. The County Manager's initial annual salary under this Employment Contract for county fiscal year 2009-2010 (upon effective date as set forth on Page 6) shall be

\$115,000.00. The County Manager's annual salary under this Employment Contract, for the following fiscal years shall be: 2010-2011, \$120,000.00; and 2011-2012, \$125,000.00. Thereafter, the base salary of \$125,000.00 per year shall on October 1, 2012 and each year thereafter be adjusted by the Consumer Price Index (CPI-U), US 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 Manager 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. At the beginning of each county fiscal year and at such other times as deemed appropriate by the Board of County Commissioners, the County Manager may receive salary raises as approved by the County Commission.

C. The County Manager 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 Manager and half the cost for coverage of his dependents, except that at the election of the County Manager (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 Manager may be withdrawn by him upon a change in status, e.g., 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.

E. The County is an employer as described in the Florida Retirement System Act. The County Manager 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 maximum amount permitted for such contributions by the Internal Revenue Code of the United States, as amended from time to time.

F. The County Manager shall be credited with three (3) weeks of annual leave on the effective date of this Employment Contract. Additionally, the County Manager shall be entitled to three (3) weeks of vacation each fiscal year, holidays and sick leave normally given to County employees. This additional vacation time shall accrue pursuant to County policy. The County Manager shall have the discretion to decide when he shall take accrued vacation, subject to notification and approval by the Board of County Commissioners, or the Chairman.

SECTION 3. REVIEW

The Board of County Commissioners shall evaluate the County Manager's performance on or before the end of the first six (6) month period from the date of hire, and annually thereafter (by October 1). The evaluation shall be by the full Board of County Commissioners, with a copy provided to the County Manager. The evaluation shall be conducted via one-on-one interviews and written evaluations which shall be submitted to the Human Resources Department

for compilation with summary scores to be provided to the full Board of County Commissioners.

SECTION 4. MISCELLANEOUS

A. The County shall provide the County Manager with sufficient office space and office equipment, and other supplies, materials and equipment (including computers) that are necessary to enable the County Manager to provide the services expected of a county manager.

B. Outside Nassau County, the County Manager 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.

C. 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 Manager to attend seminars, educational courses, ICMA meetings, and other such meetings pertaining to County matters. The County encourages the County Manager to attain positions of leadership in local, state, regional and national associations and organizations relevant to his profession and to county government and shall pay annual dues to local, state and national professional associations for such memberships.

D. The County Manager 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.

E. 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.

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

G. 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.

H. 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 Theodore Selby as the County Manager for a term commencing June 1, 2010 and running

until September 30, 2012. 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.

SECTION 6. TERMINATION BY COUNTY

A. Termination Without Cause. In the event the County Manager is terminated by the County during such time that the County Manager is willing and able to perform the duties of County Manager and such termination is without cause, then the County agrees to pay the County Manager a severance package in the form of continuation of full pay and benefits for a period of twelve (12) months.

B. Termination For Cause. This contract can be terminated for cause by the County on the basis of misfeasance, malfeasance, neglect of duty, or commission of a felony and the County shall have no obligation to pay the severance sums or benefits set forth in this section. Unless a termination pursuant to this subsection is based upon conviction of a felony, the County Manager 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 Manager. 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.

C. Mutual Agreement. This Agreement can be terminated by mutual agreement, death, retirement.

SECTION 7. TERMINATION BY COUNTY MANAGER

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

SECTION 8. INTENT

It is the intent of the Board of County Commissioners to grant to the County Manager 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 Manager 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 Manager shall not be construed to have any authority or powers other than those granted to him by the Board of County Commissioners.

SECTION 9. EFFECTIVE DATE

This Employment Contract shall take effect on June 1, 2010.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY MANAGER

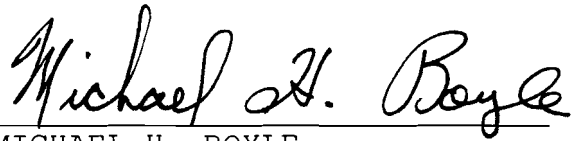
Shanea D. Jones
Shanea D. Jones
(Printed name of witness)

Theodore Selby
Theodore Selby

Connie Artime
CONNIE ARTIME
(Printed name of witness)

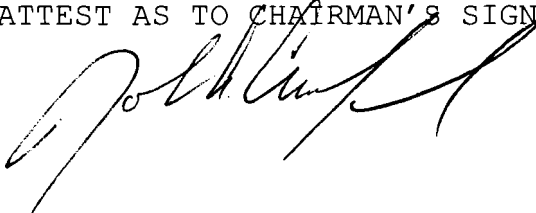
(Signatures continue on the next page)

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MICHAEL H. BOYLE
Its: Chairman

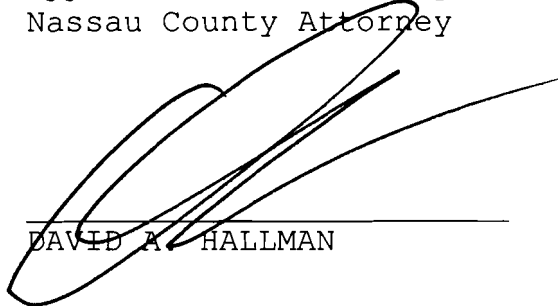
ATTEST AS TO CHAIRMAN'S SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

*EBL
6/22/10*

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

EXHIBIT "A"

DUTIES OF THE COUNTY MANAGER

1. Administers and carries out the directives and policies of the Board of County Commissioners and enforces all orders, resolutions, ordinances and regulations of the Board to assure that they are faithfully executed in a timely manner.
2. Reports 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 Manager deems necessary for the improvement of the County and the welfare of its residents.
3. Provides 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.
4. Prepares and submits to the Board of County Commissioners for its consideration and adoption the annual operating budget, a capital budget, and a capital program.
5. Establishes the schedules and procedures to be followed by all County departments, offices, and agencies in connection with the budget, and supervise and administer all phases of the budgetary process.
6. Prepares and submits 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 submits his or her recommendations.
7. Manages the care and custody of all County property.
8. Recommends to the Board a current position classification and pay plan for all positions in County service.

9. Develops, installs and maintains centralized budgeting and purchasing procedures.
10. Manages the work of County departments reporting to the County Manager and makes recommendations pertaining thereto for organization by the Board.
11. Selects Department Heads and fills vacant positions except the County Attorney and those reporting to the County Attorney.
12. Manages and supervises all personnel organizationally reporting to the County Manager.
13. Suspends, discharges or removes any employee under the Board pursuant to the Policy and Procedures Manual adopted by the Board.
14. Serves on negotiating teams as set by the Board of County Commissioners.
15. Attends all meetings of the Board with authority to participate in the discussion of any matter.
16. Interprets and recommends department-related policies and procedures.
17. Attends required meetings, conferences, training courses and seminars to maintain knowledge of business trends and technology.
18. Interacts and communicates with various groups and individuals such as subordinates, other county supervisors and employees, various other local/state/federal agencies, personnel in other jurisdictions, vendors, contractors, business/property owners, and the general public.
19. Performs such other duties as may be required by the Board of County Commissioners.