

EMPLOYMENT CONTRACT

WHEREAS, Nassau County desires to hire Michael S. Mullin as the County Attorney;

WHEREAS, Michael S. Mullin desires to accept the position of County Attorney for Nassau County, Florida;

WHEREAS, the Board of County Commissioners and Michael S. Mullin 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 Mullin, hereinafter "Mullin" or "County Attorney," the County, by and through its Board of County Commissioners, hereby employs Mullin as the full time County Attorney, and Mullin hereby accepts such employment all on the following terms and conditions:

SECTION 1. DUTIES

Mullin will perform legal duties for the County as set forth in Exhibit "A." It is agreed that Mullin will serve full time in his capacity as County Attorney. Mullin shall report directly to the Board of County Commissioners.

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 sixty (60) days of the Effective Date of the Contract. However, from the Effective Date of this Contract through its termination, County Attorney shall not represent any client in a matter adverse to or against the County.

SECTION 2. TERM OF EMPLOYMENT

The County shall employ Mullin as the County Attorney for an initial term to run from the Effective Date of this Contract, as defined herein, until September 30, 2018, unless the

Contract is terminated earlier by either party, pursuant to the provisions of this Contract. During the Board's first meeting in the month of September, 2018, the Board of County Commissioners shall vote to either extend or not extend the Contract beyond the initial term.

SECTION 3. SALARY AND BENEFITS

A. The County Attorney's annual base salary under this Contract shall be \$180,130.00, subject to all applicable withholdings and deductions. The County Attorney shall be paid on the same pay periods 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 under this Contract. The parties hereto understand and agree that no ad valorem taxes are pledged to secure this Contract.

B. Beginning with its first meeting in the month of September, 2016, the County Commissioners shall annually review the County Attorney's performance. At such time as the annual review is conducted, and at such other times as deemed appropriate by the Board of County Commissioners, the County Attorney may receive salary increases, as approved by the Board of County Commissioners.

C. The County shall provide the County Attorney with the same comprehensive base medical insurance coverage provided to other employees of the County, and shall pay all required base plan premiums for such employee and children coverage. The County Attorney may elect to buy-up plans at his sole expense.

D. The County is an employer as described in the Florida Retirement System. The County Attorney shall participate in the Senior Management Service 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. Alternatively, Mullin may elect to have this contribution payable to a monthly annuity program at a cost equal to the normal contribution of the FRS Senior Management Service Class. Mullin shall make an election, by notifying the County's Human Resources Department in writing, within thirty (30) days of the Effective Date of this Contract.

E. The County shall pay the County Attorney's dues to the Florida Bar, the Florida Association of County Attorneys, and the Nassau County Bar Association.

F. The County Attorney shall be subject to Paid Time Off in accordance with the County's Paid Time Off (PTO) policy applicable to employees hired on or after December 1, 2011 (Policy 4.04 in the County's Employee Policies and Procedures Manual): provided, however, that the accrual rate for the County Attorney's PTO leave shall be as follows:

Years of Employment	Hours Per Year
0 through end of the 19 th year	180
20 years and over	200

The County Attorney also is entitled to holiday leave on holidays designated by the Board of County Commissioners in accordance with the County's Holidays Observed policy (Policy 6.01 in the County's Employee Policies and Procedures Manual).

G. The County Attorney will be reimbursed for travel expenses outside of Nassau County and provided per diem as adopted by the Board of County Commissioners and consistent with Chapter 112, Florida Statutes, solely for travel pertaining to County legal matters pursuant to a budget approved by the Board of County Commissioners.

H. The County shall pay, consistent with Chapter 112, Florida Statutes, tuition, travel and other such fees and costs necessary to allow the County Attorney to attend seminars and legal educational courses to the extent required to meet Florida Bar continuing legal education requirements pursuant to a budget approved by the Board of County Commissioners.

SECTION 4. COUNTY ATTORNEY OFFICE SPACE, SUPPLIES AND EQUIPMENT

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 service 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 administrative and other staff necessary to operate a full time County Attorney's office provided however the County Attorney shall seek Board of County Commissioners approval prior to creating any new positions. 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 the County Attorney, provided however that said working title shall not alter without Board approval the position description or salary of said additional lawyer(s).

SECTION 5. GENERAL TERMS AND PROVISIONS

A. If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid or unenforceable, the remainder of this Contract or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

B. This Contract shall not be amended except in writing and executed by both parties hereto.

C. A failure by either party to insist upon strict performance by the other, or to exercise any right herein, shall not constitute a waiver of such right applicable to future conduct or the accrual of future rights.

D. The headings for the sections contained in this Contract are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect.

E. The County Attorney shall be exempt from the provisions of the County's Employee Policies and Procedure Manual, with the exception of any policies specifically referenced herein regarding pay and benefits, which are made applicable to the County Attorney by reference herein.

SECTION 6. TERMINATION OF CONTRACT

A. Termination by County without Cause. The County may terminate this Contract at any time and remove the County Attorney from his position by a majority plus one vote of the full Board of County Commissioners. In the event that the County terminates this Contract pursuant to this sub-section, the County shall provide the County Attorney with severance pay equivalent to 20 weeks of the County Attorney's base weekly compensation, to be paid in accordance with the County's regular pay periods, provided that the County Attorney executes a release of the County and its elected and appointed officials, as composed and approved by the County, releasing them from liability for any and all claims. Should the County Attorney refuse to sign the release, he shall not be eligible for the severance pay referenced herein. Should the County Attorney execute the required release, he shall receive the severance pay referenced herein, but he shall not be entitled to any other benefits or wages other than wages already earned, including any PTO payout as permitted under Policy 4.04 in the County's Employee

Policies and Procedures Manual.¹ The County Attorney may elect to continue his health insurance benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), but he will be responsible for the full premium amount for such COBRA coverage.

B. Termination by County for Cause. The County may terminate this Contract for cause by a majority vote of the Board of County Commissioners on the basis of the County Attorney’s misfeasance, malfeasance, neglect of duty, commission of a felony or any crime involving moral turpitude or relating to official duties, or other misconduct as defined by Section 443.036(29), Florida Statutes. In the event of a termination for any of these reasons, the County Attorney is not entitled to any severance pay, benefits or wages other than wages already earned, including any PTO payout as permitted under Policy 4.04 in the County’s Employee Policies and Procedures Manual. The County Attorney may elect to continue his health insurance benefits pursuant to COBRA, but he will be responsible for the full premium amount for such COBRA coverage.

C. Termination by County Attorney. The County Attorney may terminate this Contract by providing the County ninety (90) days advance written notice, directed to the Chair of the Board of County Commissioners. Should the County Attorney terminate the Contract, he is not entitled to any severance pay, benefits or wages, other than wages already earned, including any PTO payout as permitted under Policy 4.04 in the County’s Employee Policies and Procedures Manual. The County Attorney may elect to continue his health insurance benefits pursuant to COBRA, but he will be responsible for the full premium amount for such COBRA coverage.

¹Pursuant to Section 215.425, Florida Statutes, severance pay is prohibited when an employee is fired for misconduct, as defined in Section 443.036, Florida Statutes.

D. Other Bases for Termination. This Contract can be terminated by mutual agreement. It also shall terminate upon the County Attorney's death, retirement, or the suspension, revocation or expiration of his membership in the Florida Bar. In the event of a termination for any of these reasons, the County Attorney is not entitled to any severance pay, benefits or wages other than wages already earned, including any PTO payout as permitted under Policy 4.04 in the County's Employee Policies and Procedures Manual. The County Attorney may elect to continue his health insurance benefits pursuant to COBRA, but he will be responsible for the full premium amount for such COBRA coverage.

SECTION 7. GOVERNING LAW AND VENUE; ARBITRATION/WAIVER OF JURY TRIAL

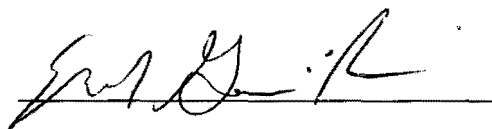
This Contract shall be construed according to the laws of the State of Florida. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof shall be submitted to and decided by binding arbitration in Nassau County, Florida. Arbitration shall be administered exclusively by the American Arbitration Association ("AAA") and shall be conducted consistent with the rules, regulations and requirements thereof, as well as any requirements imposed by state law. The AAA Employment Arbitration Rules shall apply. Unless otherwise required by law, the arbitrator's fees and expenses, the cost of the hearing facilities, plus any costs owed to AAA or the arbitrator, shall be shared equally by the parties. Each party shall bear its or his/her own attorney's fees and costs incurred in any such proceeding. The decision of the arbitrator shall be final and binding as to any matter submitted to him/her under this Agreement, and judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction thereof.

SECTION 8. EFFECTIVE DATE

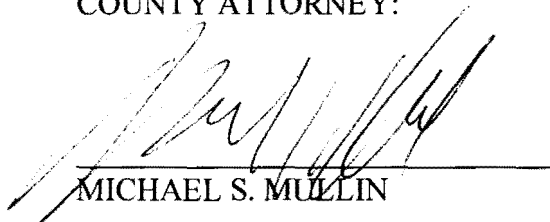
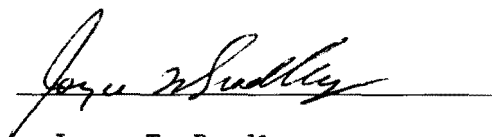
This Contract shall take effect on March 2, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY ATTORNEY:



Emily G. Pierce
(Printed name of witness)


MICHAEL S. MULLIN

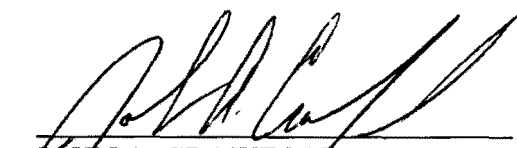
Joyce T. Bradley
(Printed name of witness)

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



PAT EDWARDS
Its: Chair

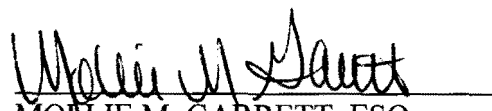
ATTEST AS TO CHAIRMAN'S SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by:

MES
02-18-15



MOLLIE M. GARRETT, ESQ.
Attorney

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. Composes, prepares, drafts and/or reviews resolutions, ordinances, agreements, contracts, grants, etc. Makes recommendations with regard to amendments, revisions and repeals of existing laws and regulations.

4. Legal counsel and advice to the County Manager 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. Liaison to judiciary for Board of County Commissioners.

7. Represent Board of County Commissioners in administrative proceedings.

8. Liaison with state and national legislators and administrative agencies regarding matters of interest to the Board of County Commissioners.

9. 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.

10. Retain outside counsel for matters deemed appropriate.