

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

MICHAEL S. MULLIN

AND

NASSAU COUNTY, FLORIDA

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made and entered into this 2nd day of July, 2018 between Nassau County ("County"), a political subdivision of the State of Florida, by and through Nassau County Board of County Commissioners ("Board") and Michael S. Mullin ("Mullin").

WITNESS

WHEREAS, Board desires to enter into this Agreement to engage Mullin to perform the duties and responsibilities of County Manager on an interim basis while Board searches to employ a full-time County Manager to replace the outgoing County Manager; and

WHEREAS, Mullin agrees to accept the additional duties and responsibilities in serving as interim County Manager, in addition to his normal, full-time duties and responsibilities as County Attorney.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. County agrees to engage Mullin to perform all of the duties and responsibilities of the County Manager, as set forth in the job description which is attached as "Exhibit A," on an interim basis, commencing July 2, 2018.

2. County shall compensate Mullin for serving as interim County Manager Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), less applicable legal deductions, per month (paid bi-weekly) that Mullin serves as interim County Manager.

3. Mullin agrees to perform all duties and responsibilities of the County Manager on an interim basis, commencing July 2, 2018, and to continue to perform, in a full-time capacity, all duties and responsibilities of the County Attorney.

4. This Agreement shall not in any way affect Mullin's compensation and benefits he receives as full-time County Attorney or his contract with the County to serve as County Attorney. Mullin understands and agrees that, but for the compensation reflected in paragraph 1. above, he is entitled to no other benefits for serving as interim County Manager.

5. Board retains the irrevocable right to terminate Mullin's employment as interim County Manager at any time and for any reason. In this regard, Mullin understands that he is serving as interim County Manager in an at-will capacity.

6. Mullin retains the right to resign as interim County Manager for any reason. In such event, Mullin agrees to provide Board with no less than sixty (60) calendar days prior written notice of the effective date of such resignation.

7. The text herein shall constitute the entire Agreement between the parties, and shall be binding upon, and inure to, the benefit of Mullin, his heirs, and his executors.

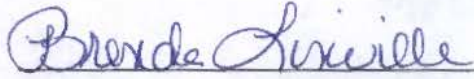
8. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, it shall be severable, and the remainder of this Agreement shall continue in full force and effect.

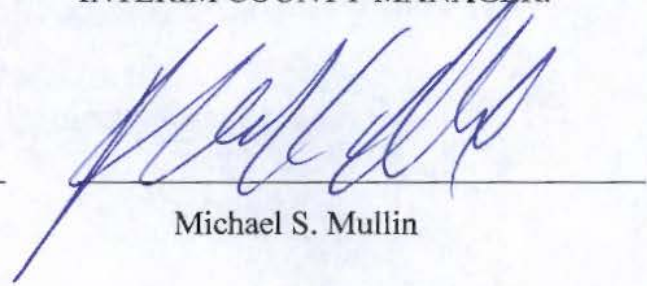
9. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in Nassau County, Florida.

IN WITNESS WHEREOF, County, by its Chair of the Board of County Commissioners or other authorized official, and Mullin have signed and executed this Agreement on the day, month and year first written above.

WITNESS:

INTERIM COUNTY MANAGER:

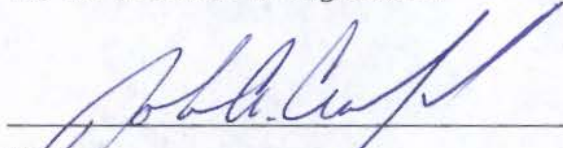

Brenda Linville



Michael S. Mullin

ATTEST:

ATTESTATION: Only to Authenticity
as to Chairman's Signature:

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS:


BY: John A. Crawford
Ex-Officio Clerk


BY: Pat Edwards
Chairman

MES
07.03.18

EXHIBIT "A"

Nassau County *Job Description*

POSITION: County Manager
REPORTS: Nassau County Board of County Commissioners
FLSA STATUS: Exempt

GENERAL DESCRIPTION:

Highly responsible administrative and management work under the direction of the Nassau County Board of County Commissioners. Position requires excellent communication skills, a high degree of initiative and outstanding analytical skills. The Manager will be responsible for the administration and management of all departments responsible to the Board of County Commissioners and for the proper administration of all affairs under the jurisdiction of the Board.

ESSENTIAL FUNCTIONS:

- Administers and carries 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 in a timely manner.
- 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.
- 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.
- Prepares and submits to the Board of County Commissioners for its consideration and adoption an annual operating budget, a capital budget, and a capital program.
- 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.
- 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 submit his or her recommendations.
- Manages the care and custody of all County property.
- Recommends to the Board a current position classification and pay plan for all positions in County service.
- Serves on negotiating teams as set by the Board of County Commissioners.
- Develops, installs, and maintains centralized budgeting and purchasing procedures.
- Manages the work of County departments reporting to the County Manager and makes recommendations pertaining thereto for reorganization by the Board.
- Selects Department Heads and fills vacant positions under the jurisdiction of the County Manager.
- Manages and supervises all personnel organizationally reporting to the County Manager.
- Suspends, discharges, or removes any employee under the Board pursuant to the Policy and Procedures Manual adopted by the Board.

County Manager

- Negotiates leases, contracts, and other agreements including consultant services for the County, subject to approval of the Board, and make recommendations concerning the nature and location of County improvements.
- Ensures that all terms and conditions in all leases, contracts, and agreements are performed and notify the Board of any noted violation thereof.
- Attends all meetings of the Board with authority to participate in the discussion of any matter.
- Interprets and recommends department-related policies and procedures.
- Attends required meetings, conferences, training courses and seminars to maintain knowledge of business trends and technology.
- Performs administrative work, including conducting and attending meetings, preparing and reviewing reports, memos, schedules and correspondence, and department budgets.
- Operates vehicles, computers, printer, telephone, two-way radio, calculator, copier, fax machine, etc.
- 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.
- Performs such other duties as may be required by the Board of County Commissioners.

(These essential functions are not a complete statement of all duties required of the job. Employees will be required to perform such other related job duties as may be assigned or required.)

MINIMUM EDUCATION AND EXPERIENCE:

Requires a Master's Degree in Public Administration, Business Administration or similar field and ten years progressively responsible full time experience in administrative or financial work in either the private or public sector or a combination thereof, including four years in a management capacity. Florida governmental experience preferred. Must possess a valid State driver's license.

Special Requirements:

Employee must reside in Nassau County or be willing to relocate to Nassau County within three months of employment.

KNOWLEDGE, ABILITIES AND SKILLS:

- Thorough knowledge of the methods, procedures and policies of the department and the County as they pertain to the performance of duties of the County Manager. Understands the role of the position in relation to County operations.
- Thorough knowledge of the functions and interrelationships of County and other governmental operations.
- Knowledgeable in the laws, ordinances, standards and regulations pertaining to the specific duties and responsibilities of the position.
- Ability to ensure department and County compliance with policies, laws and regulations.
- Knowledge of accounting, budgeting, billing, and government reporting requirements, etc.
- Ability to make sound, educated decisions. Ability to plan, organize and direct professional and support staff.

County Manager

- Ability to coordinate personnel and resources for the effective operation and of the department.
- Ability to communicate effectively, tactfully and persuasively with members of the public in difficult situations both orally and in writing.
- Ability to use independent judgment and discretion in coordinating department programs, making sound decisions, determining procedures, setting priorities, setting schedules, maintaining standards, and resolving problems.
- Ability to plan and develop daily, short and long- term goals related to County purposes.
- Knowledge of administrative principles involved in developing, coordinating and supervising various programs and related activities.
- Ability to offer instruction and advice to subordinates regarding departmental policies, methods and regulations.
- Ability to perform employee evaluations and to make recommendations based on results.
- Ability to take the initiative to complete the duties of the position without the need of direct supervision.
- Ability to plan, organize and prioritize daily assignments and work activities. Has the ability to learn and utilize new skills and information to improve job performance and efficiency.
- Ability to read and interpret complex materials pertaining to the responsibilities of the job. Is able to assemble and analyze information and make written reports and records in a concise, clear and effective manner. Has comprehensive knowledge of the terminology and various professional languages used within the department.
- Ability to make public presentations.
- Ability to maintain effective relationships with personnel of other departments, professionals, and members of the public through contact and cooperation. Direct the department heads in the preparation, justification, monitoring and accomplishment of the annual County operation/capital budgets and plans.
- Ability to perform required mathematical calculations.
- Ability to compile, organize and utilize various financial information necessary in the preparation of departmental budgets, knows how to monitor the department budget. Has knowledge of applicable occupational hazards and safety precautions of the job.

ESSENTIAL PHYSICAL SKILLS:

- Stooping
- Kneeling
- Bending
- Crouching
- Reaching
- Standing
- Walking
- Lifting and carrying up to 10 lbs.
- Pushing and pulling
- Climbing on ladders, on steps, or on the ground
- Hearing (with or without correction)
- Seeing (with or without correction)

County Manager

(Reasonable accommodations will be made for otherwise qualified individuals with a disability)

WORK ENVIRONMENT:

- Works primarily inside in an office environment.

I have read and understand this job description, possess the minimum education, experience, knowledge, skills, abilities and am capable and willing of performing all essential functions.

By signing below, I agree and understand that I must be able to perform each responsibility set forth above to continue my employment with the County.

Signature

Date

February 2010
Revised:
September 2016

CM2394

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. Oversees 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. Works with the Clerk of Courts to manage the care and custody of all County property.
7. Recommends to the Board a current position classification and pay plan for all positions in County service.

CM 2394

8. Manages the work of County departments reporting to the County Manager and makes recommendations pertaining thereto for organization by the Board.
9. Selects Department Heads and fills vacant positions except the County Attorney and those reporting to the County Attorney.
10. Manages and supervises all personnel organizationally reporting to the County Manager.
11. Suspends, discharges or removes any employee under the Board pursuant to the Policy and Procedures Manual adopted by the Board.
12. Serves on or appoints designees to negotiating teams as set by the Board of County Commissioners.
13. Attends all meetings of the Board with authority to participate in the discussion of any matter.
14. Interprets and recommends department-related policies and procedures.
15. Attends required meetings, conferences, training courses and seminars to maintain knowledge of business trends and technology.
16. 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.
17. Performs such other duties as may be required by the Board of County Commissioners.