

AMENDMENT TO EMPLOYMENT CONTRACT

THIS AMENDMENT entered into this 19th day of September, 2018 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, (hereinafter referred to as "County"), and **MICHAEL S. MULLIN**, (hereinafter referred to as "Mullin")

WHEREAS, the parties entered into an Employment Contract dated March 2, 2015, to provide services as a full time County Attorney; and

WHEREAS, the parties desire to amend said Employment Contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- 1. Section 2. Term of Employment shall be amended as follows:

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, 2022, 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, 2022, the Board of County Commissioners shall vote to either extend or not extend the Contract beyond the initial term.

- 2. Section 3. Salary and Benefits shall be amended as follows:

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, 2019, 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 has elected 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, plus one percent (1.25%) effective October 1, 2018.

E. The County shall pay the County Attorney's dues to the Florida Bar, the Florida Association of County Attorneys, the Nassau County Bar Association, American Bar Association and the Robert M. Foster/Nassau County Inn of Court, Inc.

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 shall 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.

3. Section 8. Effective Date shall be amended as follows:

SECTION 8. EFFECTIVE DATE

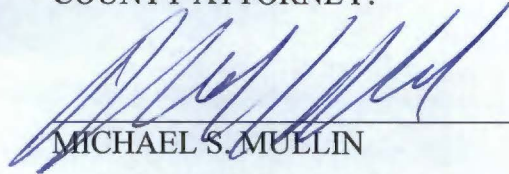
This Contract shall take effect on September 19, 2018.

4. All other provisions of said Employment Contract not in conflict with this Amendment shall remain in full force and effect.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

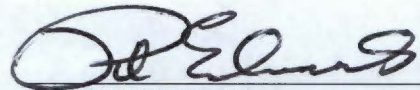
Brenda Linville
Brenda Linville
(Printed name of witness)

COUNTY ATTORNEY:

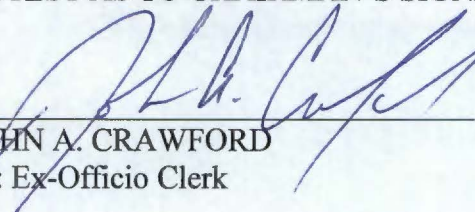

MICHAEL S. MULLIN

Melissa Lucey
Melissa Lucey
(Printed name of witness)

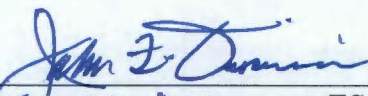
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


PAT EDWARDS
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by:


John F. Dickinson, ESQ.
Attorney

MES
09.24.18

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.

11. Responsible for developing a succession plan for the County Attorney position.

*** Per conversation with Mr. Mullin on April 18, 2019. I was directed by Mr. Mullin to attach this Exhibit to this amended agreement.**