

CS-21-204

Contract No. CM3166

EMPLOYMENT CONTRACT

WHEREAS, Denise C. May (“May”) currently serves the County and its residents as Assistant County Attorney; and

WHEREAS, May was retained after a diligent search in order to provide for an orderly succession plan for the County Attorney position; and

WHEREAS, May has demonstrated the ability, knowledge, education, experience, and necessary certification to represent and advise the County, appointed boards, and staff; and

WHEREAS, May desires to serve the County and Board subject to the terms and conditions contained herein; and

WHEREAS, on March 21, 2022, the Board directed negotiations to commence with May to serve as the County Attorney; and

WHEREAS, the Board and May mutually approve the duties, terms, and conditions of this Contract.

NOW, THEREFORE, WITNESSETH, that in consideration of the covenants between Nassau County, Florida, (County) and Denise C. May, (“May” or “County Attorney”), the County, by and through its Board of County Commissioners (Board), hereby employs May as the full time County Attorney, and May hereby accepts such employment all on the following terms and conditions:

SECTION 1. COUNTY ATTORNEY DUTIES AND OBLIGATIONS.

A. County agrees to employ May as County Attorney to perform the legal duties and functions as specified in Exhibits “A” and “B” for the Board and such other County departments, boards, commissions, and agencies as specified by the Board.

B. It is agreed that May shall serve full time in the capacity of County Attorney. May 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.

C. The County Attorney shall reside within the County limits during the terms of this Contract.

SECTION 2. TERM AND RENEWAL.

A. The Initial Term of this Contract shall commence upon the Effective Date as defined in Section 9 of this Contract through December 31, 2025 (“Expiration Date”), unless renewed or earlier terminated as provided for in this Contract.

B. On December 31, 2025, the Initial Term of this Contract shall be extended for a two (2) year term expiring December 31, 2027, unless an affirmative vote objecting to the Contract extension is made by a majority plus one of the full Board taken at the first regular meeting of the Board in the month of October 2025. If such action is taken to not extend the Initial Term of this Contract, the final date of employment for the County Attorney shall be December 31, 2025. If the Initial Term is not extended through 2027, upon separation, the County Attorney shall receive all compensation as defined in Section 6A.

C. Following the Initial Term, this Contract may be renewed for additional terms of two (2) year increments (“Renewed Term”) upon mutual consent of the County and May unless the Board provides written notice to May of its intent not to renew at least ninety (90) days prior to the Expiration Date or Renewed Term expiration. The duration of the Renewed Term may be modified by affirmative vote of a majority of the full membership of the Board.

D. This Contract shall be automatically amended to reflect any Renewed Term and to reflect any salary adjustments as provided for in this Contract.

SECTION 3. SALARY AND BENEFITS

A. The County Attorney's annual base salary under this Contract shall be \$180,000, subject to all applicable Federal, State, and local 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 2023, and annually thereafter, the individual members of the Board shall annually review and evaluate the County Attorney's performance. The reviews shall be conducted via one-on-one interviews and written evaluations which shall be submitted to the Human Resources Department for compilation and summary scores to be provided to the full Board. Effective October 1 each year, beginning on October 1, 2023 and each year thereafter, the County Attorney shall receive an annual salary increase of 3%. At such time as the annual review is conducted, the Board of County Commissioners may at their discretion modify such annual merit/performance increase by majority vote of the Board of County Commissioners.

C. The County Attorney salary shall annually be increased by an amount equal to any Cost-of-Living Adjustment (COLA) or increase based on the Consumer Price Index (CPI-U), US city average, promulgated by the U.S. Department of Labor, Bureau of Labor Statistics as may be given to all general (non-union) employees consistent with Section 8.01 of the County's Employee Policies and Procedures Manual. The Board of County Commissioners may at their discretion modify such annual increase by majority vote of the Board of County Commissioners.

D. In recognition of May's prior service as an employee of the County, all benefits (PTO, Retirement, Longevity, etc.) shall be calculated upon the initial hire date as the Assistant County Attorney.

E. 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 dependent coverage. The County Attorney may elect to buy-up plans at her sole expense. If the County Attorney elects to waive the health insurance benefits, an amount equal to the base plan premiums excluding any dependent coverage, shall be provided as an additional supplement, paid bi-weekly, 26 pay periods a year.

F. The County is an employer as described in the Florida Retirement System. The County Attorney shall continue to participate in the Senior Management Service Class of the Florida Retirement System, and the County shall contribute the appropriate percentage of her annual base salary to the Florida Retirement System as may be established from time to time by the Florida Retirement System. Any employee contribution requirement shall continue to be paid directly by May.

G. 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 4.03 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 15 th year	180
16 years and over	200

The County Attorney shall also be 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).

H. The County Attorney shall be subject to and shall receive such benefits as available to Department Heads as identified in the following County policies as defined in the County's Employment Policies and Procedures Manual; (1) Family Medical Leave Act as defined in Section 5.01; (2) Personal Holiday Leave policy for Department Heads as defined in Section 6.01; (3) Longevity Pay policy as defined in Section 8.12; (4) Health Benefits for Retirees as defined in Section 9.03; and Bereavement Leave as defined in Section 7.04.

SECTION 4. COUNTY ATTORNEY OFFICE SPACE, SUPPLIES AND EQUIPMENT

A. The County shall provide the County Attorney with sufficient office space and office equipment, legal reference materials (including Florida Statutes, Florida Law Weekly, Westlaw, etc.) and other supplies, materials and equipment (including computers) 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 assistants, 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) as she deems appropriate for all such staff as are hired within the Office of the County Attorney, provided however that said working title shall not alter, without Board approval, the position salary of said additional lawyer(s) or staff. All positions assisting the County Attorney's office shall be designated as and remain as (non-union) County employees subject to the Employees Policies & Procedures Manual and other County policies as applicable. Any proposed changes in FTE count or number of authorized positions must be approved by the Board after review and approval by the Human Resources Director, OMB Director and County Manager.

SECTION 5. EXPENSES, EDUCATION, MEMBERSHIPS, CERTIFICATIONS

A. The County Attorney duties require periodic completion of continuing legal education (CLE), participation in professional seminars, and to maintain Florida Bar certification in City, County, and Local Government Law (CCLG). The County agrees to budget and pay for the County Attorney's annual Florida Bar dues, required CLE's, CCLG certification renewal, and membership in the City, County, and Local Government Law Section of the Florida Bar.

B. The County agrees to budget and pay for reasonable costs related to the County Attorney's participation in professional associations and organizations devoted to the enhancement of local government law. Such costs may include attendance at conferences and meetings. Such costs shall include dues and fees to maintain memberships. These include Nassau County Bar Association, Florida Association of County Attorneys, and similar professional organizations but shall be limited to no more than four (4) associations or organizations.

C. 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, lodging, and subsistence pertaining to County legal matters pursuant to a budget and policy as approved by the Board of County Commissioners.

D. The County shall pay, consistent with Chapter 112, Florida Statutes, tuition, travel, lodging, subsistence, and other such fees and costs necessary to allow the County Attorney to attend seminars, association meetings, 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.

E. The County shall provide for any professional liability insurance, fidelity or other bonds required of the County Attorney by applicable law or ordinance.

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 her 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. The County Attorney shall be paid benefits and wages already earned, and any accrued PTO as of the date of separation.

B. Should the County Attorney refuse to sign the release, she shall not be eligible for the severance pay referenced in Section 6.A. but shall be entitled to payment of benefits and wages already earned, and any accrued PTO as of the date of separation.

C. The County Attorney may elect to continue health insurance benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) but shall be responsible for the full premium amount for such COBRA coverage.

D. **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.

E. In the event of a termination for any of the reasons listed in Subsection (D) above, the County Attorney shall not be entitled to, and shall not be paid, any severance pay. The County Attorney shall be entitled to benefits and wages already earned, and any PTO payout as permitted under Policy 4.03 in the County’s Employee Policies and Procedures Manual. The County Attorney may elect to continue health insurance benefits pursuant to COBRA but shall be responsible for the full premium amount for such COBRA coverage.

F. **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, she shall not be entitled to any severance pay. The County Attorney shall be entitled to any benefits and wages already earned, and any accrued PTO as of the date of separation. The County Attorney may elect to continue health insurance benefits pursuant to COBRA but shall be responsible for the full premium amount for such COBRA coverage.

G. **Other Basis 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 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. Any accrued PTO payout shall occur as permitted under Policy 4.03 in the County's Employee Policies and Procedures Manual. The County Attorney may elect to continue health insurance benefits pursuant to COBRA but shall be responsible for the full premium amount for such COBRA coverage.

H. The County may not at any time reduce the County Attorney's annual base salary or other benefits by a percentage greater than that of any across-the-board reduction for all County employees. If such action does occur, it shall require approval by a majority plus one vote of the full Board of County Commissioners and the County Attorney may, at her option, consider herself terminated for reasons other than misconduct or Cause, and applicable severance provisions contained in Section 6.A. shall be effective.

SECTION 7. INDEMNIFICATION

A. To the extent required and otherwise allowed by law and local regulation, but subject to the limitations set forth in Section 768.28, Florida Statutes, and as otherwise may be limited or prohibited by law, and without waiving the sovereign immunity of the Board or the County, the Board agrees that the County shall defend, hold harmless and indemnify the County Attorney against any tort, professional liability claim or demand or other legal or administrative action, whether groundless or otherwise, arising out of an alleged act or omission committed by County Attorney within the scope of her employment, provided that County Attorney timely reports the same to the Board and cooperates fully and honestly in the County's defense thereof. The Board may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, subject to reimbursement by County Attorney if required by law.

B. Said indemnification shall survive and extend beyond termination of employment and expiration of this Agreement to provide full and complete protection to County Attorney by the County for any acts or omissions committed within the scope of her employment hereunder, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal or administrative action occurs during or following County Attorney's employment with the County.

C. The provisions of this section shall not apply to any claim, demand, suit or cause brought or asserted against County Attorney for her acts or omissions committed while acting outside the course and scope of her employment under this Agreement or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, property or civil rights.

SECTION 8. GENERAL TERMS AND PROVISIONS

A. It is understood and agreed by both parties that it is the sole and exclusive prerogative of the Board to grant salary and benefit increases, or other perquisites of office. These are proper subjects of negotiations during budget deliberations and performance evaluations, and both parties pledge their good-faith efforts in discussing these matters, keeping in mind the best interests of the County and the continued high morale of County Attorney.

B. The terms and conditions as contained in this Contract constitute the entire agreement between the parties, and shall be binding upon, and inure to, the benefit of the County Attorney, her heirs, and executors.

C. 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.

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

E. 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.

F. 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.

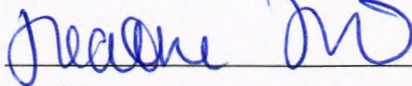
G. The County Attorney shall be exempt from the provisions of the County's Employee Policies and Procedure Manual, with the exception of any policies which are made applicable to the County Attorney by reference herein.

H. Governing Law and Venue. This Contract shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under the Contract shall be in Nassau County, Florida.

SECTION 9. EFFECTIVE DATE

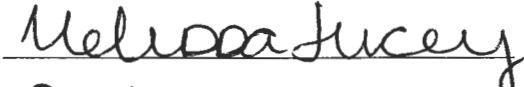
This Contract shall take effect on April 11, 2022.

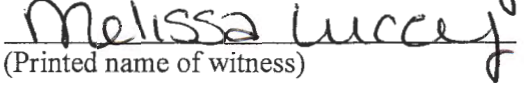
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Heather Nazworn

(Printed name of witness)

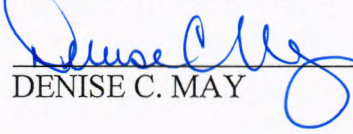


Melissa Lucey


Melissa Lucey

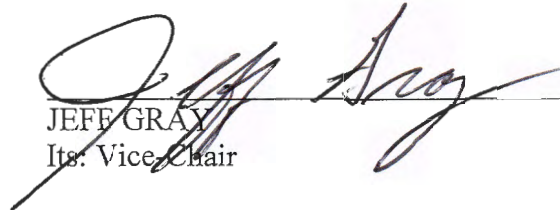
(Printed name of witness)

COUNTY ATTORNEY:



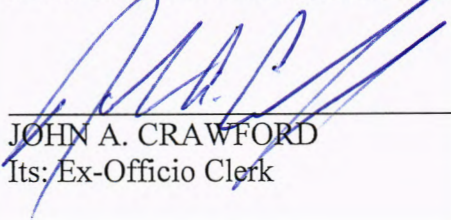
DENISE C. MAY

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



JEFF GRAY
Its: Vice Chair

ATTEST AS TO CHAIRMAN'S SIGNATURE:



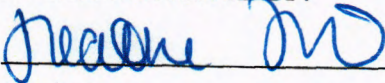
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by:


By: _____
Constangy, Brooks, Smith, &
Prophete, LLP

Contract No. CM3166

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

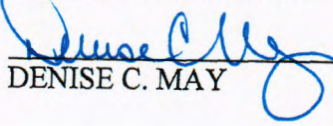


Heather Nazworn
(Printed name of witness)



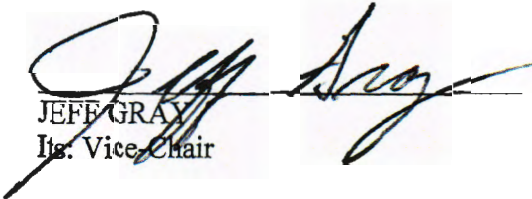
Melissa Lucey
(Printed name of witness)

COUNTY ATTORNEY:



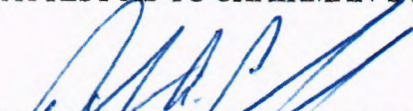
DENISE C. MAY

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



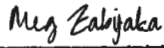
JEFF GRAY
Its. Vice Chair

ATTEST AS TO CHAIRMAN'S SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by:



By: Meg Zabijaka
Constangy, Brooks, Smith, &
Prophete, LLP

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 all litigation or in the event of insurance coverage – liaison with insurance counsel.
3. Prosecute and defend all matters for and in defense of the County and Board of County Commissioners.
4. 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.
5. Legal counsel and advice to the County Manager and department heads and staff regarding county matters.
6. Legal counsel and advice to Planning and Zoning Board and all appointed boards and committees established by the Board of County Commissioners.
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 other appointed boards or committees when deemed necessary.
11. Retain outside counsel for matters deemed appropriate.
12. Supervise all assistants and other administrative or legal staff inclusive of interns.
13. Responsible for developing a succession planning for the County Attorney's office.

EXHIBIT "B"

COUNTY ATTORNEY JOB DESCRIPTION

Nassau County *Job Description*

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

GENERAL DESCRIPTION:

Performs professional legal work of a difficult and responsible nature under the direction of the Nassau County Board of County Commissioners. Assigned work is performed with independence within the framework of established policies requiring considerable responsibility, initiative and judgment. This position is at will and serves at the pleasure of the Nassau County Board of County Commissioners.

ESSENTIAL FUNCTIONS:

- Legal counsel and advice to the Board of County Commissioners.
- Represent Board of County Commissioners in litigation or in the event of insurance coverage – liaison with insurance counsel.
- 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.
- Legal counsel and advice to the County Manager and department heads and staff regarding county matters.
- Legal counsel and advice to Planning and Zoning Board and committees established by the Board of County Commissioners.
- Liaison to judiciary for Board of County Commissioners.
- Represent Board of County Commissioners in administrative proceedings.
- Liaison with state and national legislators and administrative agencies regarding matters of interest to the Board of County Commissioners.
- 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.
- Retain outside counsel for matters deemed appropriate.
- Responsible for developing succession planning for the County Attorney's office.

(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:

Graduation from an Accredited Law School, member of The Florida Bar, and Board Certified in City County and Local Government Law by the Florida Bar. Experience, interest and skills in local government law and in matters pertaining to the duties of an attorney for a local government agency including four years in the capacity of Assistant City/County Attorney or City/County Attorney. 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, SKILLS AND ABILITIES:

- Knowledge of the methods, policies and procedures of the office of the County Attorney.
- Knowledge of pertinent law and how to apply it. Know County staff, outside agencies and outside legal counsel.
- Knowledge of local Governmental law and matters pertaining to the duties of an attorney for a local Governmental agency.
- Knowledge of Federal, State, and County laws.
- Ability to coordinate with and provide other departments with both formal and informal legal opinions and policy.
- Ability to react quickly under the dynamics of the community and the Board of County Commissioners.
- Knowledge of the laws, ordinances, standards and regulations pertaining to the specific duties and responsibilities of the position.
- Knowledge of the organization of the County and of related departments and agencies.
- Ability to comprehend, interpret and apply regulations, procedures and related information.
- Knowledge of legal terminology, documents and procedures as applicable in the County Attorney's Office.
- Knowledge of civil procedures.
- Ability to prepare a variety of legal documents.
- Knowledge of proper English usage, punctuation, spelling and grammar.
- Ability to perform required mathematics calculations.
- Skilled in applying a responsible attention to detail as necessary in preparing legal documents, reports and correspondence.
- Ability to read and interpret various materials pertaining to the responsibilities of the job.
- Ability to take the initiative to complete the duties of the position without the need of direct supervision.
- Ability to use independent judgment in performing routine and non-routine tasks.
- Ability to plan, organize and prioritize daily assignments and work activities
- Ability to offer assistance to fellow employees as necessary.
- Ability to learn and utilize news skills and information to improve job performance and efficiency.
- Ability to perform duties in a courteous manner and with the utmost integrity in the best interest of the public.
- Ability to work under stressful conditions as required.
- Ability to react calmly and quickly in emergency situations.

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)

(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.

Signature

Date

March 2022