

EMPLOYMENT CONTRACT

WHEREAS, Shanea Jones has been employed by Nassau County since July 26, 2004 and served as Director of the County's Office of Management & Budget for six years and has served as the Assistant County Manager since 2013; and

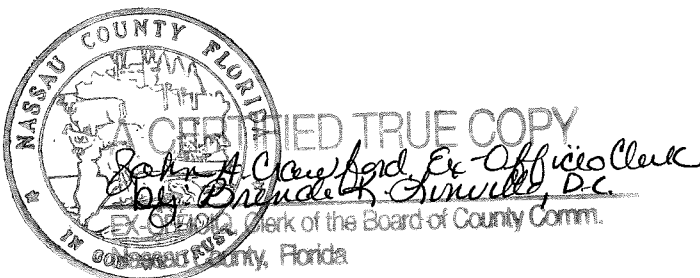
WHEREAS, Shanea Jones has indicated and demonstrated that she has the ability, knowledge, and experience to assume the position of County Manager; and

WHEREAS, the Board of County Commissioners and Shanea Jones 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 Shanea Jones, hereinafter "County Manager", the County, by and through its Board of County Commissioners, hereby employs Shanea Jones 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 Shanea Jones will be full time in her capacity as County



Manager and shall report directly to the Board of County Commissioners.

**SECTION 2. SALARY AND BENEFITS**

A. Effective February 6, 2017, the County Manager's annual salary under this Employment Contract shall be \$150,000, subject to all applicable withholdings and deductions. 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 an amount sufficient to pay the annual salary and benefits of the County Manager. The parties hereto understand and agree that no ad valorem taxes are pledged to secure this Employment Contract.

B. Beginning in February 2018 and each February thereafter, the County Commissioners shall annually review the County Manager's performance. The evaluation shall be by the full Board of County Commissioners, with a copy provided to the County Manager. The review 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. Subject to an overall evaluation of satisfactory or above, as approved by the Board of County Commissioners, the County Manager shall

receive a salary increase equal to two and half percent (2.5%).

C. The County Manager's salary shall be automatically increased at the same time and by an amount equal to any Cost of Living Adjustment (COLA) or Across-the-Board pay increase given to the general (non-union) employees of the Board of County commissioners.

D. At any other time, the Board of County Commissioners may agree to increase the salary and/or other benefits received by the County Manager in such amounts and to such extent as the Board of County Commissioners may determine to be desirable in its sole discretion.

E. The County shall provide the County Manager with the same comprehensive base medical insurance coverage provided to other general (non-union) employees of the County, and shall pay all required base plan premiums for such employee and dependent coverage. The County Manager may elect to buy-up plans at her sole expense.

F. 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 her annual base salary to the

Florida Retirement System as may be established from time to time by the Florida Retirement System.

G. County Manager shall be subject to the County's Annual and Sick Leave Policies in accordance with Sections 4.01 and 4.02 of the County's Employee Policies and Procedures Manual. County Manager is also entitled to the County's Holiday Leave Policy in accordance with Section 6.01 in the County's Employee Policies and Procedures Manual.

### **SECTION 3. 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. 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, Florida Government Finance Officers Association (FGFOA) conferences and other such meetings pertaining to County matters. The County Manager 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 matters pursuant to a budget approved by the Board of County Commissioners. The County encourages the County Manager to attain positions of leadership in local, state, regional and national associations and organizations relevant to her profession and to county government and shall pay annual dues to local, state and national professional associations for such memberships.

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

D. 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.

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

F. 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.

G. 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 4. TERM OF EMPLOYMENT**

The County shall employ Shanea Jones as the County Manager commencing February 6, 2017. The term of this agreement shall remain in full force and effect until employment is terminated under the terms herein, or a new employment agreement has been negotiated and entered into between the Board of County Commissioners and County Manager.

#### **SECTION 5. TERMINATION OF CONTRACT**

A. Termination by County without Cause. The County may terminate this Contract at any time and remove the County Manager 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 Manager with severance pay equivalent to 20 weeks of the County Manager's base weekly compensation, to be paid in

accordance with the County's regular pay periods, provided that the County Manager 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 Manager refuse to sign the release, she shall not be eligible for the severance pay referenced herein. The County Manager shall not be entitled to any other benefits or wages other than wages already earned as of the date of termination. The County Manager shall receive payout of all accrued annual and sick leave balances. The County Manager may elect to continue her insurance benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), but she 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 Manager'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 Manager is not entitled to any

severance pay, benefits or wages other than wages already earned prior to the date of termination. The County Manager may elect to continue her insurance benefits pursuant to COBRA, but she will be responsible for the full premium amount for such COBRA coverage.

C. Termination by County Manager. The County Manager 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 Manager terminate the Contract, she is not entitled to any severance pay, benefits or wages, other than wages already earned prior to the date of termination. The County Manager shall receive payout of accrued annual leave as permitted under Section 4.01 in the County's Employee Policies and Procedures Manual. The County Manager may elect to continue her insurance benefits pursuant to COBRA, but she will be responsible for the full premium amount for such COBRA coverage.

D. Other Bases for Termination. This Contract can be terminated by mutual agreement. It also shall terminate upon the County Manager's death or retirement. In the event of a termination for any of these reasons, the County Manager is not entitled to any severance pay, benefits or wages other than wages already earned prior to the date of

termination. Upon death or retirement, the County Manager or her beneficiary, shall receive payout of accrued annual leave and sick leave as permitted under Sections 4.01 and 4.02 in the County's Employee Policies and Procedures Manual. In the case of retirement, the County Manager shall receive Health Benefits for Retirees in accordance with Section 9.03 in the County's Employee Policies and Procedures Manual.

**SECTION 6. 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 her by the Board of County Commissioners.

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

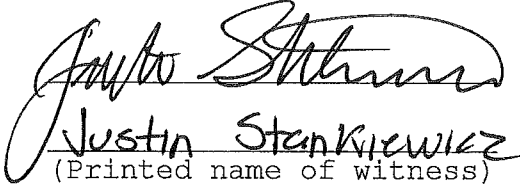
This Contract shall be construed according to the laws of the State of Florida. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof shall be submitted to and decided by binding arbitration in Nassau County, Florida. Arbitration shall be administered exclusively 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**

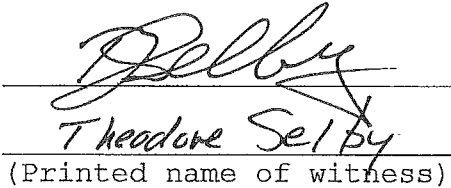
This Employment Contract shall take effect on December 21, 2016.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

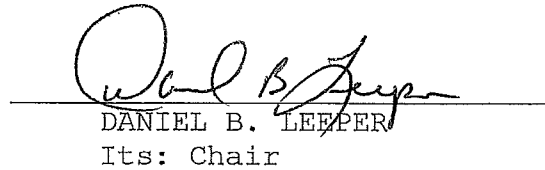
COUNTY MANAGER:

  
Justin Stankevich  
(Printed name of witness)

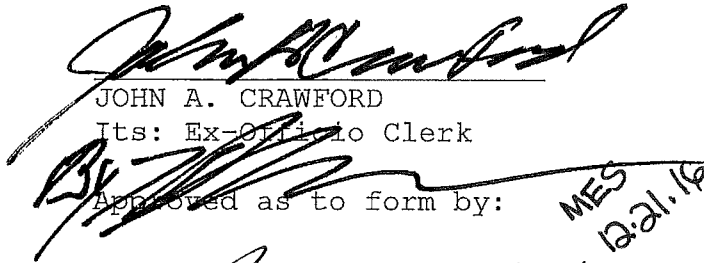
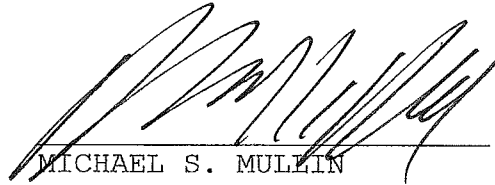
  
SHANEA D. JONES

  
Theodore Selby  
(Printed name of witness)

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
DANIEL B. LEEPER  
Its: Chair

ATTEST AS TO CHAIRMAN'S SIGNATURE:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk  
Approved as to form by:  MES 12.21.16  
MICHAEL S. MULLIN  
Attorney

## 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.

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.

Shanea Jones

Leave Balances as of December 30, 2016

<u>Accrual Description</u>	<u>Balance</u>	<u>Rate</u>	<u>Liability</u>	<u>FICA</u>	<u>Medicare</u>	<u>Retirement*</u>	<u>Total Cost</u>
Annual Leave	96.47						
(remain in balance)	-96.47						
	<u>0.00</u>	49.6078 \$	- \$	- \$	- \$	- \$	- \$
Sick Leave	720.00						
(remain in balance)	-40.00						
	<u>680.00</u>	49.6078 \$	33,733.30 \$	2,091.46 \$	489.13 \$	- \$	36,313.90 \$

\*Sick Leave Payout not subject to retirement.

JS  
12-7-16