

**2019 AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN FLAGLER COUNTY AND CRAIG COFFEY**

This 2019 Amendment is entered into January 9, 2019, between Flagler County, a political subdivision of the State of Florida acting through its Board of County Commissioners, hereinafter referred to as "COUNTY", and Craig M. Coffey, hereinafter referred to as "EMPLOYEE". The purpose of this 2019 Amendment is to add terms to the current employment Agreement between the Parties, should the EMPLOYEE desire to resign from employment with the County. All terms and conditions of that current Agreement, shall continue in full force and effect subject to this 2019 Amendment that adds the following subsection 2. E. (iii) to the Agreement:

2. TERM OF EMPLOYMENT, CANCELLATION, RESIGNATION

E. (iii) The EMPLOYEE may resign at any time by sending a letter indicating such resignation to the Chair of the Board of Commissioners prior to midnight on January 11th, 2019. Upon resignation, the COUNTY agrees to pay/provide the same exact severance and all other benefits provided under Section 2. E. (ii). Lump sum severance amounts due shall be paid to EMPLOYEE no later than January 18, 2019. EMPLOYEE agrees to make himself reasonably available to answer questions from COUNTY staff now or in the future for a minimum of 60 days following any resignation to assist with any transition.

Additionally, EMPLOYEE and COUNTY (to include County Commissioners and employees individually) agree and covenant that they shall not at any time make, publish, or communicate (or cause the same through a third party) to any person or entity, social media platform, website, media outlet, or in any public forum any defamatory, maliciously false, and/or disparaging remarks, comments, or statements concerning the other Party now or in the future. Similarly, such constraints also shall apply to the COUNTY for any employment references for EMPLOYEE and shall bar any interference with EMPLOYEE's future employment opportunities.

Consistent with the Employment Agreement and as amended hereby, the COUNTY shall provide EMPLOYEE with the benefits of the liability coverage under Section 10.B. of the current Agreement for all his actions as County Administrator occurring on or before his last day of service as County Administrator, including providing legal representation to EMPLOYEE for his actions in his capacity as County Administrator.

Venue for any enforcement of this Agreement as amended shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida. The laws of Florida shall apply to any such enforcement and the prevailing party shall be entitled to reasonable attorney's fees and costs for any enforcement hereunder.

Effective Date – This 2019 Amendment shall become effective immediately upon approval by the Board of County Commissioners.

APPROVED by the Board of County Commissioners on January 9, 2019.

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**

Donald T. O'Brien, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Witness

Craig M. Coffey

Witness name (print or type)