

INTERIM EMPLOYMENT AGREEMENT

THIS AGREEMENT is effective as of the 6th day of April, 2026, between FLAGLER COUNTY, a political subdivision of the State of Florida acting through its Board of County Commissioners ("Board" or "County"), and ADAM MENGEL ("Employee"), collectively referred to as the "Parties".

W I T N E S S E T H :

WHEREAS, on April 6, 2026, the Board approved appointing Adam Mengel as Interim County Administrator, subject to the negotiation of this interim employment agreement;

WHEREAS, the Board is authorized to appoint Employee as Interim County Administrator pursuant to Sections 125.73(1) and 125.73(4), Florida Statutes, and Section 2-284(b), Flagler County Code; and

WHEREAS, Employee desires to accept the appointment of County Administrator on an interim basis and to provide such services subject to the terms and conditions contained herein until September 30, 2026.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, Board and Employee agree as follows:

1. DUTIES

County hereby agrees to employ Employee and Employee hereby accepts employment as County Administrator on an interim basis to perform the functions and duties specified in Section 125.74, Florida Statutes, and Section 2-284, Flagler County Code, and to perform such other legal and proper duties and functions as the Board may assign from time to time. Employee agrees to faithfully, diligently, and conscientiously perform the duties of County Administrator. Employee will avoid financial conflicts of interest, act solely on behalf of the County, act in a nonpartisan manner, and avoid the appearance of impropriety.

2. TERM OF EMPLOYMENT, TERMINATION, RESIGNATION

A. This Agreement shall continue until September 30, 2026, provided however, that either County or Employee may terminate this Agreement on thirty (30) days advance written notice. Upon the expiration or earlier termination of this Agreement, Employee shall be entitled to return to his position as Growth Management Department Director with the same benefits available to all County employees and with all of Employee's time of service, accrued benefits, and leave balances intact. Additionally, upon return to a Director position, Employee's salary shall equal Employee's

current salary as Growth Management Director, plus any salary adjustments that would have accrued to the Director position or been afforded to all County employees in the interim.

- B. Should the search for a permanent County Administrator during the pendency of this Agreement not be completed by September 30, 2026, the term of this Agreement will be automatically extended, without further action of the parties, and will terminate when the permanent County Administrator's tenure begins.
- C. Notwithstanding the foregoing, County may terminate Employee with no notice in the event of Employee's conviction of an illegal act in performing his duties for the County, including a judicial or administrative agency finding a violation of the Sunshine Law (Florida Chapters 119 and 286) or of the Ethics Law (Florida Chapter 112, Part III).
- D. Nothing in this Agreement shall limit, prevent or otherwise interfere with the right of Employee to resign at any time from his position with the County subject to the provisions set forth herein, in which case the County shall compensate Employee for all accumulated unpaid leave time within fifteen (15) days of his separation from employment.

3. SALARY

County agrees to pay Employee for services rendered pursuant hereto an annual salary of One hundred ninety four thousand six hundred two and 88/100 dollars (\$194,602.88) and the benefits as described herein. The salary shall be payable in equal installments at the same time as other employees of County are paid. Nothing herein shall be construed to require the payment to Employee of overtime or compensatory time.

4. CONFERENCES AND PROFESSIONAL DEVELOPMENT

Employee agrees to attend any conferences or professional development as directed by the County. If such events are outside of the County, Employee shall be compensated for conference fees and travel in accordance with the County's travel reimbursement policies.

5. RETIREMENT

Employee will retain current status in the Florida Retirement System (FRS) inclusive of status in the Senior Management Service Class for the duration of the term of this Agreement.

6. LEAVE

Employee shall retain all accrued personal leave in accordance with the County's personnel policies.

7. INSURANCE COVERAGE

Employee shall retain current major medical insurance coverage. Employee shall retain the County's standard life insurance policy made available with the premium paid by the County. Employee retains any additional coverages purchased previously, including Dental Insurance and Vision Insurance Plans. Employee remains covered within the County's liability insurance program including comprehensive general liability, errors and omissions coverage, and public official liability applicable to all acts of Employee arising out of his employment which shall be similar to what other governmental jurisdictions provide for this type of coverage.

8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. Employee shall report directly to the Board.
- B. Employee shall have no outside employment during the term of this Agreement that interferes with the performance of his duties as Interim County Administrator.

9. GENERAL PROVISIONS

- A. No assignment of the Agreement shall be made in whole or in part by the parties.
- B. This Agreement constitutes the entire agreement between parties.
- C. This Agreement shall be binding between and inure to the benefit of the heirs, administrators, and executors of the parties.
- D. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- E. Venue for any action brought pursuant to this Agreement shall lie in Flagler County, Florida.
- F. This Agreement shall be governed and construed pursuant to the laws of the State of Florida.

SIGNATURE PAGE TO FOLLOW

APPROVED the Flagler County Board of County Commissioners on this _____ day of _____, 2026.

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Tom Bexley, Clerk of Courts and
Comptroller

Leann Pennington
Chair

APPROVED AS TO FORM:

EMPLOYEE:

Michael A. Rodríguez
County Attorney

Adam Mengel