

**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into this 19th day of November, 2007, between FLAGLER COUNTY, a political subdivision of the State of Florida acting through its Board of County Commissioners, hereafter referred to as "COUNTY", and Craig M. Coffey, hereafter referred to as "EMPLOYEE". The COUNTY desires to employ the services of Craig M. Coffey as County Administrator of Flagler County, commencing December 4, 2007, as provided by Chapter 125.74, Florida Statutes, and County Ordinance No. 95-3, and to provide for compensation, employee benefits and to establish the conditions of employment as hereafter provided.

The EMPLOYEE desires to accept and continue employment as County Administrator of Flagler County. In consideration of the mutual promises hereinafter set forth, COUNTY and EMPLOYEE agree as follows:

1. **DUTIES**

COUNTY hereby agrees to employ EMPLOYEE and EMPLOYEE hereby accepts employment as County Administrator to perform the functions and duties specified in Florida Statutes Chapter 125.74 and Flagler County Ordinance No. 95-3, and to perform such other legal and proper duties and functions as the Board of County Commissioners may assign from time to time. The EMPLOYEE agrees to faithfully, diligently and conscientiously perform the duties of County Administrator, to avoid financial conflicts of interest, to act solely on behalf of the COUNTY, and to avoid the appearance of impropriety.

2. **TERM OF EMPLOYMENT, CANCELLATION, RESIGNATION**

A. The term of this Agreement is for three (3) years from December 4, 2007, to December 4, 2010. This Agreement shall automatically be renewed for an additional three years, to and including December 4, 2013, if the COUNTY fails to communicate to EMPLOYEE



by September 1, 2010 in writing that it chooses not to renew this Agreement. If automatically renewed, all the terms and conditions of this Agreement shall continue in full force and effect.

B. Nothing in this Agreement shall limit, prevent or otherwise interfere with the right of COUNTY to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3 of this Agreement.

C. 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 only to the provision set forth in Section 3.B. of this Agreement.

3. **TERMINATION AND SEVERANCE PAY**

A. In the event EMPLOYEE is terminated by the Board of County Commissioners before expiration of the term of employment and during such time EMPLOYEE is willing and able to perform the duties of County Administrator, then, in that event, the COUNTY agrees to pay the EMPLOYEE a lump sum severance equal to six (6) months aggregate gross salary plus pension benefits and any accumulated, unpaid leave time. The COUNTY agrees to increase severance by three (3) months on the EMPLOYEE'S anniversary date on the 1st and 2nd years of this contract. The COUNTY shall have no obligation to pay the severance sum designated in this paragraph if the EMPLOYEE is terminated as a result of the EMPLOYEE'S conviction of an illegal act or in the event the COUNTY chooses not to renew the Agreement in accordance with Section 2.A. In addition, EMPLOYEE shall receive for the duration of the severance time period the benefits of his health insurance under Section 10 hereof at the COUNTY'S expense and the COUNTY shall make contributions to his retirement account with the State of Florida for the lump sum cash payment in accordance with Section 8 hereof. Severance due EMPLOYEE hereunder shall be paid to EMPLOYEE no later than 15 days after the County's termination of EMPLOYEE.

B. In the event that the COUNTY, at any time during the EMPLOYEE'S employment, reduces the financial benefits, including salary of the EMPLOYEE, in a greater



percentage than an applicable across-the-board reduction for all County employees, or in the event the COUNTY refuses, following written notice, to comply with any other provision benefiting the EMPLOYEE herein, or the EMPLOYEE resigns following action of the COUNTY requesting that he resign, then, in that event, the EMPLOYEE may, at his option, be deemed to be terminated and shall be entitled to the severance pay provided for above.

C. In the event EMPLOYEE voluntarily resigns his position with the COUNTY before the expiration of the aforesaid term of employment, then EMPLOYEE shall not be eligible for severance pay and shall give COUNTY at least sixty (60) days notice in advance unless waived at the sole discretion of the Board of County Commissioners. EMPLOYEE shall be compensated for all accumulated, unpaid leave time only if such notice is provided or if such notice is waived by the COUNTY.

4. **SALARY**

A. COUNTY agrees to pay EMPLOYEE for services rendered pursuant hereto an annual base salary of \$140,000 which shall be payable in equal installments at the same time as other employees of COUNTY are paid.

B. COUNTY agrees to increase the base salary of EMPLOYEE in such amounts and to such extent as the Board of County Commissioners may determine that it is desirable to do so on the basis of an annual review of said EMPLOYEE.

C. In addition to the provisions of Article 4, Sections A and B above, beginning on October 1, the EMPLOYEE shall receive annual cost of living increases at the same times and in the same percentages as other County employees for the term of this Agreement and the term of any renewal hereof.

5. **HOURS OF WORK**

It is expected that EMPLOYEE will frequently work more than forty (40) hours per week and will often devote a great deal of time outside normal office hours to do the business of



the COUNTY. Nothing herein shall be construed to require the payment to EMPLOYEE of overtime or compensatory time.

6. **AUTOMOBILE**

EMPLOYEE shall be responsible for providing his own automobile and shall receive an automobile allowance of \$400 per month. EMPLOYEE shall be reimbursed at the state mileage rate for use of EMPLOYEE's automobile on County business and for County purposes outside of Flagler County.

7. **PROFESSIONAL DEVELOPMENT**

COUNTY agrees to budget and pay for EMPLOYEE's membership in the International City/County Managers Association (ICMA), the Florida City/County Manager's Association (FCCMA), the Florida and American Planning Association, to include the American Institute of Certified Planners (AICP) and for related professional publications and conferences/training.

8. **RETIREMENT**

EMPLOYEE will be enrolled in the Senior Management Service Class in the Florida Retirement System.

9. **LEAVE**

EMPLOYEE shall earn personal leave in accordance with the County's personnel policies. The EMPLOYEE shall be credited with fifteen (15) days of personal leave upon starting. In addition to the fifteen (15) days credited, EMPLOYEE shall receive an additional five (5) days of leave over and above that which the EMPLOYEE will earn in the first year of employment.

10. **INSURANCE COVERAGE**

A. COUNTY shall provide full major-medical insurance and other insurance (including but not limited to Health Insurance, Dental Insurance, Vision Insurance, and Life Insurance) for EMPLOYEE in the same manner and under the same terms that the COUNTY



provides such insurance to its other employees. EMPLOYEE shall be entitled to purchase dependent coverage needed for family, at EMPLOYEE'S expense, on the same basis as offered to the County's other employees. EMPLOYEE at his own expense may participate in the COUNTY's FLEX program on the same basis as the COUNTY offers to its other employees. EMPLOYEE also shall be entitled to such other insurance benefits as are provided to other County employees.

B. COUNTY shall include EMPLOYEE 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.

11. **RELOCATION EXPENSES**

A. The EMPLOYEE agrees to establish residency within the corporate limits of the COUNTY upon employment and to maintain residence within the corporate limits of the COUNTY throughout the term of this Agreement.

B. The COUNTY agrees to pay EMPLOYEE a flat sum of \$5,000.00 to reimburse EMPLOYEE for the costs associated with relocation of himself and his family. Both the COUNTY and EMPLOYEE realize that this sum may not cover his full cost of relocation. This money may be spent at EMPLOYEE's discretion but is generally expected to cover the cost of temporary lodging, transportation of himself and his family, moving family vehicle, moving or replacing furniture, trips to search for housing, other costs related to relocation.

C. Should EMPLOYEE resign within two years of his employment with the COUNTY to retire or accept a position elsewhere, EMPLOYEE will return to the COUNTY any expenses it has paid to assist with his relocation. Reimbursement to the COUNTY of relocation expenses is not required if EMPLOYEE should pass away within the first two (2) years or resign within such time due to disability.



12. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

- A. EMPLOYEE shall report directly to the Board of County Commissioners.
- B. EMPLOYEE shall have no outside employment during the term of this Agreement.

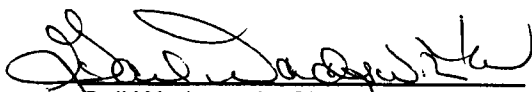
13. **GENERAL PROVISIONS**

- 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.

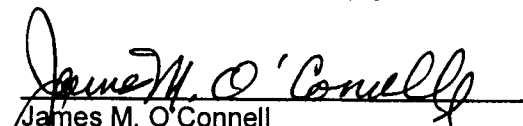
WHEREFORE, the parties originally executed this Agreement the day and year first above written.

APPROVED as amended and restated by the Flagler County Board of County Commissioners this 3rd day of September, 2008.

ATTEST:


Gail Wadsworth, Clerk and
Ex Officio Clerk to the Board

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

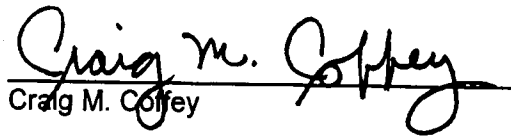

James M. O'Connell
Chairman



APPROVED AS TO FORM:


Albert J. Hadeed, County Attorney

EMPLOYEE:


Craig M. Coffey