

EMPLOYMENT AGREEMENT

THIS AGREEMENT is effective as of the 4th day of July, 2021, between FLAGLER COUNTY, a political subdivision of the State of Florida acting through its Board of County Commissioners, hereafter referred to as "County", and Heidi Petito, hereafter referred to as "Employee". The COUNTY desires to employ the services of EMPLOYEE as County Administrator of Flagler County on an interim basis due to the retirement of the former Interim County Administrator. Employee is being engaged in the capacity of County Administrator as provided by Chapter 125.74, Florida Statutes, and County Ordinance No. 95-3 (the Flagler County Administrative Ordinance codified at Code Section 2-282 et seq.). This Agreement provides for the compensation and employee benefits and establishes the conditions of employment for EMPLOYEE.

The EMPLOYEE desires to accept employment as County Administrator of Flagler County on an interim basis until September 30, 2021. 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 the 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, 2021, provided however, that either COUNTY or EMPLOYEE may terminate this Agreement on 30 days advance written notice. Upon the expiration or earlier termination of this AGREEMENT, EMPLOYEE shall be entitled to a position as Chief of Staff 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 Chief of Staff position, EMPLOYEE's salary shall equal EMPLOYEE's current salary as Interim Chief of Staff, plus any salary adjustments that would have accrued to the Chief of Staff position or been afforded to all County employees in the interim.

EMPLOYMENT AGREEMENT

- B. Should the COUNTY commence a search for a permanent County Administrator during the pendency of this Agreement which search is not completed by September 30, 2021, 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 her 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 her 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 15 days of her separation from employment.

3. SALARY

COUNTY agrees to pay EMPLOYEE for services rendered pursuant hereto an annual salary of \$165,984.00 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. RESIDENCE

EMPLOYEE is employed in an interim basis due to the retirement of the current Interim County Administrator. EMPLOYEE is required to reside in Flagler County in accordance with Florida Statute Section 125.73 (4) and Code Section 2-285.

5. AUTOMOBILE

EMPLOYEE shall be responsible for providing her own automobile and shall receive an automobile allowance of \$500.00 per month.

6. CONFERENCES AND PROFESSIONAL DEVELOPMENT

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

7. RETIREMENT

EMPLOYMENT AGREEMENT

EMPLOYEE is eligible for membership in FRS.

8. LEAVE

EMPLOYEE shall earn personal leave in accordance with the County's personnel policies.

9. INSURANCE COVERAGE

- A. EMPLOYEE shall be eligible for the COUNTY's major-medical insurance on the same basis as available to all other County employees. The COUNTY shall provide EMPLOYEE the COUNTY's standard life insurance policy that it makes available to its employees with the premium paid by the COUNTY. EMPLOYEE may opt to purchase additional coverage at EMPLOYEE's expense. EMPLOYEE may participate in the COUNTY's Dental Insurance and Vision Insurance Plans but shall pay the premiums.
- 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 her employment which shall be similar to what other governmental jurisdictions provide for this type of coverage.

10. RELOCATION EXPENSES

EMPLOYEE is not receiving relocation expenses and is expected to commute from her current residence or such other residences as she may establish in Flagler County.

11. 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 that interferes with her performance of her duties as County Administrator.

12. 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.


EMPLOYMENT AGREEMENT

- 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.


APPROVED the Flagler County Board of County Commissioners on this 12 day of July, 2021.

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS



Tom Bexley, Clerk of Courts and
Comptroller




Donald T. O'Brien Jr.
Chair

APPROVED AS TO FORM:

EMPLOYEE:



Al Hadeed, County Attorney



Heidi Petito