



city of PALM COAST

Human Resources Department

160 Lake Avenue
Palm Coast, FL 32164
386-986-3718

July 31, 2026

VIA HAND DELIVERY

Barbara Grossman
[REDACTED]

Dear Ms. Grossman:

After careful consideration and a comprehensive review of the City's organizational and operational needs, the City has made the difficult decision to eliminate the position of Code Enforcement Manager, effective August 9, 2026.

This decision is the result of organizational restructuring and business needs and is not related to your job performance or conduct.

Pursuant to Section 9.07 Reduction in Force of the city policies and procedures, this communication represents your ten (10) day notice of separation. The city will pay your regular salary during the 10-day period of July 31, 2026, through August 9, 2026. Your employment with the City will end effective August 9, 2026. You will receive your final paycheck, payment for any accrued leave in accordance with City policy, and information regarding continuation of benefits.

If you are interested in other employment opportunities in the city, we encourage you to apply for any positions for which you qualify.

The City is offering severance; the enclosed Separation Agreement outlines the terms of that offer. If you are age 40 or older and are being asked to sign a release of claims, you have the rights described in the agreement, including the opportunity to consult with an attorney, **45 days** to consider the agreement, and **7 days** to revoke your acceptance after signing.

We sincerely appreciate your service to the City.

Sincerely,

Mike McGlothlin
City Manager



SECTION X. ACKNOWLEDGMENT OF OLDER WORKERS BENEFIT PROTECTION ACT (OWBPA) RIGHTS AND WAIVER

Employee explicitly acknowledges and agrees that they are knowingly and voluntarily waiving and releasing any rights or claims they may have under the federal Age Discrimination in Employment Act (ADEA) and the Florida Civil Rights Act (FCRA). In accordance with the Older Workers Benefit Protection Act, Employee acknowledges the following:

- **Advice of Counsel:** Employee is hereby advised in writing to consult with an attorney of their choosing prior to executing this Agreement.
- **Consideration Period:** Employee acknowledges that this Agreement is being offered in connection with an exit incentive or other employment termination program involving a group of employees. Employee has been given a period of at least forty-five (45) days from receipt of this Agreement to consider its terms before signing.
- **Revocation Period:** For a period of seven (7) days following the execution of this Agreement, Employee has the absolute right to revoke this Agreement by delivering written notice to Renina Fuller, City of Palm Coast Human Resources Director @ rfuller@palmcoastgov.com. This Agreement shall not become effective or enforceable, and no severance benefits shall be paid, until this seven-day revocation period has expired without revocation.
- **Informational Disclosures:** Employee acknowledges that they have received, alongside this Agreement, a written attachment (Exhibit A) containing the detailed job titles and ages of all individuals eligible or selected for the program, as well as the ages of all individuals in the same decisional unit who are not eligible or selected.

Part 1: Program Parameters

- **Decisional Unit:** Operations & Community Development Department.
- **Eligibility Factors:** All employees within the Operations and Community Development divisions are eligible for the program. Selection was based on the elimination of specific roles due to structural reorganization.
- **Time Limits:** All affected individuals must execute and return the agreement within 45 days of receipt to receive the enhanced severance package.

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (“Separation Agreement”) entered into this 31st day of July, 2026 , by the City of Palm Coast (“City”) and Barbara Grossman, (“Employee”) contains the terms and conditions by which Employee’s employment relationship with City will end as of August 9, 2026 (the “Separation” Date).

1. **Consideration to Employee** – In exchange for Employee’s execution of this Separation Agreement, and in full and complete settlement of all employment claims or disputes known or unknown, asserted or unasserted, and compliance with the conditions and obligations contained herein, City agrees to pay Employee the following:

- a. Administrative Leave for the 10-day notice period (July 31, 2026 – August 9, 2026) Section 9.07 Reduction in Force (Lay-Off)
- b. One time payout of \$20,000 (less applicable taxes)
- c. Accrued leave balances paid in accordance with Section 6.06 Payment upon Separation and Section 7.07 Payment of Unused Medical Leave

All payments described above are contingent on Employee honoring Employee’s obligations under this Separation Agreement and the Separation Agreement remaining in effect. Payments will be made upon the signing of this Agreement by Employee and the expiration of the revocation period called for below (and provided that Employee does not exercise their right to revoke this Agreement).

2. **Effective Date and Notice of Rights** – The “Effective Date” of this Separation Agreement shall be seven (7) calendar days after the date on which the Employee executes this Separation Agreement, unless Employee revokes the Agreement in writing before the end of the seven-day period. Employee acknowledges that Employee is entitled to and has forty five (45) days from the date of receipt of this Separation Agreement to review and consider its terms pursuant to the Older Workers’ Benefit Protection Act. Employee is advised to seek legal counsel to ask any questions regarding the terms of this Separation Agreement, including, but not limited to, the definitions of words and the meanings of phrases, sentences, or paragraphs which Employee does not understand. This Separation Agreement will not be effective or enforceable, nor will any of the additional consideration described in paragraph one be paid, until after seven (7) day revocation period has expired. Again, Employee is encouraged to discuss the contents and advisability of signing this Separation Agreement with an attorney.

Employee understands that upon the Effective Date this Separation Agreement becomes final and binding. Employee further acknowledges that this Separation Agreement shall in no way be construed as an admission by City or any agent, affiliate, director, officer or employee that it or they have acted wrongfully with respect to Employee or any other person, or that the Employee has any rights against the City or any of its agents, affiliates, directors, officers or employees.

3. **Complete Release** – As a material inducement for the City to enter into this Separation Agreement, Employee hereby irrevocably and unconditionally releases, acquits, and forever discharges City and its subsidiaries, holding company and related entities, and their agents, owners, employees, officers, directors, governing board, attorneys and any other persons acting on their behalf (hereinafter the “Released Parties), of and from any and all claims, demands, and causes of action of any kind whatsoever, including, but not limited to, all matters whatsoever known or unknown through the date of this Separation Agreement. This release covers, without limitation, any claims under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1866 as amended; the Civil Rights Act of 1991 as amended; the Federal Age Discrimination in Employment Act, as amended; the Older Workers Benefit Protection Act; the Occupational Health and Safety Act as amended; Executive Orders 11246 and 11478; the Florida Civil Rights Act; the Family Medical Leave Act of 1993 as amended; the Employee Retirement Income Security Act of 1973 as amended; the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended; section 1981 through 1988 of Title 42 of the United States Code; the Americans with Disabilities Act of 1990 as amended; the Equal Pay Act of 1963 as amended; the Rehabilitation Act of 1973 as amended; the Health Maintenance Organization Act of 1973 as amended; the Immigration Reform and Control Act of 1986 as amended; Executive Order 11141; Executive Order 11375; any whistleblowers act; and any other federal or state law, administrative rule or municipal ordinance, and includes any claims founded in tort, contract or any other common law or equitable basis of action, from the beginning of time up to and including the date of execution by Employee of this Release.

Nothing in this Agreement is intended to prohibit or prevent good faith reporting of possible violations of federal or state law or regulation to any government agency or entity, making disclosures to any governmental agency or entity where such disclosures are protected under federal law or regulation, filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency, or to require that City receive advance notice of any disclosures made. Similarly, nothing in this Agreement is intended to release claims that may not be released as a matter of law. However, if Employee does pursue a claim that may not be released as a matter of law, or such a claim is pursued on her behalf, to the full extent permitted by law, Employee expressly waives Employee’s right to recovery of any type (including monetary damages or reinstatement) for any such claim, except that this limitation on monetary recovery will not apply to proceedings before the U.S. Securities and Exchange Commission.

Employee acknowledges and agrees that Employee has been paid in full for all hours worked through the date this Separation Agreement is signed and has not worked any “off the clock” hours. Employee is unaware of any wrongdoing by City and Employee has not been injured at work during the three month period preceding the Separation Date.

4. **Return of City Property** – Employee agrees to immediately return all City property not otherwise provided for in this Separation Agreement, including but not limited to all keys, equipment and documents in Employee’s possession as of the Separation Date.

5. **Representations** – Employee represents and acknowledges that in executing this Separation Agreement Employee has not relied and does not rely upon any representation or

statement not set forth herein made by City or any of its agents, representatives or attorneys with regard to the subject matter, basis or effect of this Separation Agreement or otherwise. City represents that this Separation Agreement has been duly authorized and executed and delivered by City and constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

6. **Severability** - Whenever a conflict arises between the provisions of this Separation Agreement and any statute, prevailing law, judicial decision, ordinance or regulation, the latter shall prevail, but in such event the provisions of this Separation Agreement effected shall be construed and limited only to the extent necessary to bring them within the requirements of such law or decision and in no event shall any illegality or unenforceability offset or render unenforceable the remaining provisions or remaining portions of this Separation Agreement.

7. **Assignment** – The rights and obligations of City under this Agreement shall inure to the benefit and shall be binding upon its successors and assigns. Employee shall not be entitled to assign or delegate any of Employee’s duties or benefits under this Separation Agreement.

8. **Third-Party Beneficiaries** – Employee understands that the terms of this Separation Agreement are fully enforceable by City and/or any of the listed Released Parties.

9. **Entire Agreement** – This Agreement contains the entire Agreement between City and Employee regarding separation of Employee’s employment from City and supersedes all prior or contemporaneous agreements or representations, written or oral, except as expressly references on incorporated herein. This Separation Agreement may not be amended orally, but may only be amended by a written agreement signed by both the City and the Employee.

10. **Applicable Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of law doctrine, and City and Employee expressly submit themselves to the exclusive jurisdictions of the state and federal courts of Florida for the resolution of any disputes, which arise under this Separation Agreement. Exclusive venue for any action or proceeding out of this Separation Agreement shall lie in Flagler County, Florida.

11. **Taxes** – Employee acknowledges sole and complete responsibility for payment of all taxes, whether federal, state, or local, which may come due by virtue of the monies paid hereunder to Employee, except for any legal payroll deductions or withholdings made by City.

Dated: _____

City of Palm Coast, Florida

“Employee”

Print Name

Print Name

PLEASE READ THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE CAREFULLY, IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING.

Barbara Grossman

ACKNOWLEDGED AND AGREED TO BEFORE ME THIS ____ day of _____
2026, by Barbara Grossman, who is _____ personally know to me or who produced
_____ as identification.

Notary Public
My Commission Expires:

CITY OF PALM COAST, FLORIDA

By: _____
Print Name: _____
Title: _____

Date

6.06 PAYMENT UPON SEPARATION

Employees who have satisfactorily completed their probationary period will be paid upon separation for all their accumulated annual leave up to a maximum of three hundred twenty (320) hours (448 hours for non-exempt fire service personnel), regardless of accrual rate. If an employee dies while in the service of the City, the payment shall be paid in any manner authorized by state law.

Employees who are involuntarily separated (i.e., dismissed with cause) or employees who fail to meet the ten (10) working-day notice requirement for voluntary resignations shall not be entitled to annual leave pay, unless the City Manager or designee agrees to such payment. Reference section 9.13 for more information.

Use of vacation leave does not count as time worked during the required ten (10) working-day resignation notice period without the department Director approval.

7.07 PAYMENT OF UNUSED MEDICAL LEAVE

Employees who have satisfactorily completed their probationary period will be paid upon separation for all their accumulated medical leave up to a maximum of three hundred twenty (320) hours (448 hours for non-exempt fire department personnel), regardless of accrual rate. If an employee dies while in the service of the City, the payment shall be paid in any manner authorized by law.

Employees who are involuntarily separated (i.e., dismissed with cause) or employees who fail to provide and complete a 10 (ten) working-day notice requirement for voluntary resignations shall not be entitled to medical leave pay unless the City Manager or designee agrees to such payment. Reference section 9.13 for more information

Use of sick leave does not count as time worked during the required 10 (ten) working-day resignation notice period.

9.07 REDUCTION IN FORCE (LAY-OFF)

When it becomes necessary to reduce the number of employees because of lack of funds, shortage of work, the abolition of a position, or other causes that do not reflect negatively on the service of the employees, employees shall be laid off based on the following factors, each weighed equally:

- A. Length of service in the class.
- B. Length of service in the City.
- C. Performance evaluation for the past three (3) years or for the entire period of service where the length of service with the City is less than three (3) years.

The City shall give the employee to be laid off at least ten (10) days written notice of the action before the effective date of the layoff.

When a department head believes that an employee is essential to the efficient operations of the department because of special skills/abilities and wishes to retain this individual (without application of the factors set forth in A), the department supervisor must submit a written request to the City Manager. The decision of the City Manager regarding retention or layoff is final.

The names of laid-off non-regular employees will be maintained in the applicant pool for a period of three (3) months following layoff. The names of regular employees will be maintained in the applicant pool for a period of one (1) year following layoff.

Recall (when the City determines the cause of the reduced workforce has been resolved and recall comports with the best interests of the City) will be offered to laid-off employees provided they are physically and otherwise qualified to perform the duties of the job.

A laid off employee shall be paid for all annual and sick leave credits for which they are eligible under Section 6 and 7.

EXHIBIT 1

Job Class Code Desc	Age	Selected for Workforce Reduction	Not Selected for Workforce Reduction
STAFF ASSISTANT-TEMP	75	Yes	
ANIMAL CONTROL OFFICER	51		No
LANDSCAPE SPECIALIST	66		No
CODE ENFORCEMENT TECH	65		No
CODE ENFORCEMENT MANAGER	68	Yes	
ADMINISTRATIVE CODE SUPERVISOR	61		No
CODE ENFORCEMENT SPECIALIST	47		No
CODE COMPLIANCE SUPERVISOR	62		No
CODE ENFORCEMENT TECH	45		No
CODE ENFORCEMENT LEAD	67		No
CODE/URBAN FORESTRY	68		No
CODE ENFORCEMENT OFFICER	58		No
ANIMAL CONTROL OFFICER	49	Yes	
CODE ENFORCEMENT OFFICER	54		No
CODE ENFORCEMENT OFFICER	59		No
CODE ENFORCEMENT OFFICER	59		No
CODE ENFORCEMENT OFFICER	62		No
CODE ENFORCEMENT TECH	30		No
CODE ENFORCEMENT OFFICER	50		No
CODE ENFORCEMENT OFFICER	54		No
ANIMAL CONTROL OFFICER	36		No
LANDSCAPE SPECIALIST	38		No
CODE OFFICER PART TIME	59		No
CODE ENFORCEMENT OFFICER	59		No
CODE ENFORCEMENT TECH	34		No
TEMPORARY ANIMAL CONTROL	44	Yes	
LANDSCAPE ARCHITEC	68	Yes	
LAND MANAGEMENT ADMINISTRATOR	56		No
LAND MANAGEMENT COORDINATOR	58	Yes	