

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM # 8b**

SUBJECT: Consider Approval of the Employment Agreement for Ms. Heidi Petito as County Administrator.

DATE OF MEETING: October 18, 2021

OVERVIEW/SUMMARY: The County Commission determined Ms. Heidi Petito would serve as the new County Administrator at the October 4, 2021 Board meeting. The Commission assigned the County Attorney and the Human Resources Director with the responsibility to prepare the Agreement. The proposed Agreement establishes an Annual Salary of \$179,000.00. The car allowance amount was not altered from the interim contract, nor were other benefits. The Agreement follows the format of the latest form used for County Administrators with only minor edits for internal consistency.

Due to the demands of the County and Ms. Petito's familiarity with the complexity of the County's issues and with the local entity stakeholders, we felt this would be an appropriate salary amount. The 2021 average county administrator salaries for coastal counties similar in size to Flagler County is \$192,564.

FUNDING INFORMATION: Funding for this position is included in the Approved FY21-22 budget in account 001-0200-512.xx-xx.

DEPARTMENT CONTACT: Al Hadeed, County Attorney (386) 313-4005
Pamela Wu, Human Resources Director (386) 313-4033

RECOMMENDATION: Request the Board discuss and take action as deemed appropriate regarding the approval of the Employment Agreement for Ms. Heidi Petito.

ATTACHMENTS:

1. Employment Contract
2. County Administrator Salaries in Comparable Counties

Employment Agreement

THIS AGREEMENT is entered into this 18th day of October 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 E. Petito, hereafter referred to as "Employee." The COUNTY desires to employ the services of EMPLOYEE as County Administrator of Flagler County, commencing on October 18, 2021, as provided by Chapter 125.74, Florida Statutes and County Ordinance No. 95-3 (the Flagler County Administrative Ordinance codified beginning at Code Section 2-282). This Agreement provides for the compensation, employee benefits and establishes the conditions of employment for the County Administrator position.

1. DUTIES

COUNTY agrees to employ EMPLOYEE and EMPLOYEE accepts employment as County Administrator of Flagler County 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 renew automatically commencing on October 18, 2022, continuing thereafter on the anniversary date of October 18th until such time as the Board of County Commissioners provides EMPLOYEE with at least sixty (60) days advance written notice of EMPLOYEE's termination. Advance written notice of termination is not required if EMPLOYEE's termination is the result of EMPLOYEE's conviction of an illegal act in performing the duties of County Administrator or for misconduct in the performance of such duties as defined in Section 443.036(29), Florida Statutes. When 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 her position with the COUNTY, subject only to the provisions set forth in Section 3.B and 3.C.

3. TERMINATION AND SEVERANCE PAY

- A. In the event EMPLOYEE is terminated by the Board of County Commissioners at any other time than as prescribed in Section 2.A. and at 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 twenty (20) weeks aggregate gross salary, including an additional amount equivalent to the pension contribution that COUNTY would pay on such salary amount. In addition, EMPLOYEE shall receive for the duration of the severance time, the benefits of her health insurance under Section 11 of the agreement at the COUNTY's expense. The foregoing severance amounts shall replace the amounts referenced in Section 4 of the Agreement. The COUNTY shall have no obligation to pay the severance amounts if the EMPLOYEE is convicted of an illegal act or found to have committed misconduct as described in Section 2.A. COUNTY shall pay EMPLOYEE any accumulated, unpaid leave time whether EMPLOYEE is terminated or has resigned.
- 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 she resign, then in that event, the EMPLOYEE may, at her option, be deemed to be terminated and shall be entitled to the severance pay provided for above.
- C. In the event EMPLOYEE voluntarily resigns her position with the County before the expiration of the aforesaid term of employment, then the EMPLOYEE shall not be eligible for severance pay and shall give the 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 sixty (60) days' notice is provided or if the COUNTY waives such notice.

4. SALARY

- A. County agrees to pay EMPLOYEE for services rendered pursuant hereto an annual salary of \$179,000.00 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 of EMPLOYEE of overtime or compensatory time.
- 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. COUNTY agrees to pay employee a salary adjustment equal to the average compensation percentage paid to other County employees for each year of this Agreement to address wage compression as a result of Constitutional Amendment 2.
- D. In addition to the provisions of Section 4.A and 4.B. above, beginning on October 1, 2022, the EMPLOYEE shall receive annual cost of living increases at the same times and in the same percentages as other County employees receive for the term of this Agreement and any renewal thereof.

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. RESIDENCE

EMPLOYEE is required to reside in Flagler County in accordance with Florida Statute Section 125.73 (4) and Code Section 2-285.

7. AUTOMOBILE

EMPLOYEE shall be responsible for providing her own automobile and shall receive an automobile allowance of \$500 per month.

8. 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. 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), and for related professional publications and conferences/training.

9. RETIREMENT

EMPLOYEE shall remain enrolled in the Senior Management Service Class in the Florida Retirement System.

10. LEAVE

EMPLOYEE shall earn personal leave in accordance with the County's Personnel Policies.

11. 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 offered to the COUNTY's other employees. EMPLOYEE at her 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 her employment, which shall be similar to what other governmental jurisdictions provide for this type of coverage.

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. The 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 the Circuit Court in and for Flagler County, Florida.
- F. This Agreement shall be governed and construed pursuant to the laws of the State of Florida.

Wherefore, the parties affirm the effectiveness of this Agreement as of the day and year first above written.

APPROVED by the Flagler County Board of County Commissioners this ____ day of _____, 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:

Albert J. Hadeed, County Attorney

Heidi E. Petito

All Counties Used in Pay Study by Evergreen

| County | Population | Annual | Car Allowance |
|------------------|----------------|----------------------|--------------------|
| Nassau County | 92,000 | \$ 166,502.00 | \$ - |
| Indian River | 159,923 | \$ 192,191.22 | \$ 2,400.00 |
| Martin County | 161,000 | \$ 219,000.00 | \$ 6,000.00 |
| St. Johns County | 264,672 | \$ 216,275.00 | \$ 8,400.00 |
| St. Lucie County | 328,297 | \$ 199,201.00 | \$ 3,600.00 |
| Volusia County | 553,543 | \$ 228,094.00 | \$ - |
| Brevard County | 606,392 | \$ 206,442.00 | \$ 5,400.00 |
| AVERAGE | 309,404 | \$ 203,957.89 | \$ 3,685.71 |
| | | | |
| | | | |
| Flagler County | 115,081 | \$179,000 | \$ 6,000.00 |

Coastal Counties Comparable in Size

| County | Population | Annual | Car Allowance |
|----------------|----------------|----------------------|--------------------|
| Nassau County | 92,000 | \$ 166,502.00 | \$ - |
| Indian River | 159,923 | \$ 192,191.22 | \$ 2,400.00 |
| Martin County | 161,000 | \$ 219,000.00 | \$ 6,000.00 |
| AVERAGE | 137,641 | \$ 192,564.41 | \$ 2,800.00 |
| | | | |
| | | | |
| Flagler County | 115,081 | \$179,000 | \$ 6,000.00 |