

**2026 SEPARATION FROM EMPLOYMENT AGREEMENT
BETWEEN FLAGLER COUNTY AND HEIDI PETITO**

This 2026 Separation from Employment Agreement (“Separation Agreement”) is entered into on this 2nd day of March, 2026, between Flagler County, a political subdivision of the State of Florida acting through its Board of County Commissioners (hereinafter “COUNTY”), and Heidi E. Petito (hereinafter “EMPLOYEE”).

The purpose of this 2026 Agreement is to establish mutually agreed-upon terms governing the EMPLOYEE’s voluntary separation from employment. The terms of this Separation Agreement shall take precedence over any conflicting terms or provisions of the Employment Agreement between COUNTY and EMPLOYEE dated October 18, 2021; all terms and conditions of the 2021 Employment Agreement not superseded hereby shall remain in full force and effect.

1. SEPARATION TERMS AND SEVERANCE BENEFITS

1.1 Voluntary Resignation and Notice Pursuant to Section 2.C of the 2021 Employment Agreement

EMPLOYEE and COUNTY agree to allow EMPLOYEE to resign her position in accordance with Section 2.C of the 2021 Employment Agreement. EMPLOYEE will continue to serve in her current position during a transition period until the COUNTY hires an interim or permanent replacement or completes preparation of the FY27 Tentative Budget, whichever is earlier, with a separation date no later than July 14, 2026. The goal of COUNTY and EMPLOYEE is to allow the COUNTY to establish a transition plan and to ensure continuity of operations to the greatest extent practicable.

1.2 Severance Benefits in Accordance with Sections 3.A and 3.B of the 2021 Employment Agreement

This Separation Agreement is intended to implement Section 3.B of the 2021 Employment Agreement, specifically, a resignation of EMPLOYEE following a request by the COUNTY. Accordingly, EMPLOYEE is entitled to severance pay provided for in Section 3.A of the 2021 Employment Agreement, including:

- Twenty (20) weeks of aggregate gross salary, plus the equivalent pension contribution the COUNTY would have paid on that salary amount.
- Continuation of health insurance benefits at COUNTY expense for the duration of the severance period.

1.3 Payment of Accrued Leave (Reflecting Sections 3(A) and 3(C) of the 2021 Agreement)

EMPLOYEE shall be compensated for all accumulated, unused leave time in accordance with the COUNTY’s Personnel Policies and Procedures. This includes payment of accrued leave upon termination under Section 3.A of the 2021 Employment Agreement, or upon voluntary resignation when proper notice is provided under Section 2.C.

2. TUITION REIMBURSEMENT

Since appointment to EMPLOYEE's current position, EMPLOYEE has earned a Bachelor of Science in Business Administration and is actively pursuing a Master of Public Administration. In accordance with the COUNTY's tuition reimbursement policy, EMPLOYEE is entitled to reimbursement in the amount of \$17,420.00, representing eligible educational expenses incurred consistent with COUNTY policy.

The COUNTY agrees to reimburse EMPLOYEE \$17,420.00 as part of this separation agreement.

3. FLORIDA RETIREMENT SYSTEM (FRS) SENIOR MANAGEMENT SERVICE CLASS ADJUSTMENT

EMPLOYEE previously served as Interim Director of General Services beginning June 1, 2007, and was formally appointed Director of General Services on November 5, 2007. This position was eligible for enrollment in the FRS Senior Management Service Class; however, EMPLOYEE was not enrolled until November 1, 2013. The difference in retirement contributions attributable to this delayed enrollment totals \$15,611.84.

The COUNTY agrees to compensate EMPLOYEE \$15,611.84 as part of this separation agreement.

4. LIABILITY COVERAGE

Consistent with Section 11 of the 2021 Employment Agreement, the COUNTY shall continue to provide EMPLOYEE with liability coverage for all actions taken in her capacity as County Administrator occurring on or before her final day of service, including legal representation.

5. VENUE AND GOVERNING LAW

Venue for any enforcement of this Amendment shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida. Florida law shall govern this Amendment. The prevailing party in any enforcement action shall be entitled to reasonable attorney's fees and costs.

6. EFFECTIVE DATE

This Amendment shall become effective immediately upon approval by the Flagler County Board of County Commissioners.

[Signature Page to Follow]

APPROVED by the Board of County Commissioners on the 2nd day of March, 2026.

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**

Leann Pennington, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

EMPLOYEE

Witness

Heidi E. Petito

Witness Name (Print)

Date: _____