

SEPARATION AGREEMENT AND GENERAL RELEASE

This **SEPARATION AGREEMENT AND GENERAL RELEASE** (sometimes referred to as the "Agreement") is entered into by and between **CLAY COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, its commissioners, executives, officers, directors, administrators, employees, agents and legal representatives (herein collectively referred to as "the County"), and **Heather Boucher**, her heirs, executors, administrators, representatives, attorneys, agents, and assigns ("Employee"). In consideration of the mutual covenants, conditions and promises set forth in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

I. Definitions

For purposes of this Agreement, the following Definitions will apply:

- A. Separation Date. Employee's last day of employment with the County ("Separation Date") is July 28, 2026.
- B. Effective Date. The "Effective Date" of this Agreement is the Separation Date.
- C. Released Parties. The "Released Parties" are the County and its present and former commissioners, executives, officers, directors, administrators, employees, agents and legal representatives.
- D. Releasing Parties. The "Releasing Parties" are Employee and Employee's attorneys, heirs, executors, administrators, representatives, agents, successors, and assigns.
- E. Administrative Proceeding. An "Administrative Proceeding" includes any charge or complaint or other action instituted with a federal, state, or local governmental agency other than the U.S. Equal Employment Opportunity Commission ("EEOC").

II. Terms

A. Consideration. In consideration for Employee's execution of this Agreement, and her release of claims as set forth below, the County will provide to Employee or, on her behalf, the following (the "Consideration"), provided Employee complies with all of the terms of this Agreement:

- (1) Employee will be placed on administrative leave with pay, effective June 10, 2026, through July 28, 2026.
- (2) Employee will receive her wages and benefits, with the exception of accrual of sick leave, through July 28, 2026, which will be paid in accordance with the County's regular pay periods.
- (3) Employee will receive a one-time lump sum payment of \$13,099.85 less any legal deductions (including, but not limited to, deductions for federal taxes) for all annual leave hours accumulated as of July 28, 2026, as provided for in the County's Personnel Policies Manual. Payment will be made on August 4, 2026. Employee understands that this payment will not be considered compensation for purposes of deferrals and Employee's match under any benefit plan.
- (4) Employee shall return all keys, key cards, computers, phone and any other County property no later than the end of business on June 10, 2026.

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B. Not Otherwise Entitled. The parties agree that apart from this Agreement, Employee is entitled to no payments or other consideration from the County.

C. No Further Obligation. Employee agrees that she will be paid all earned and accrued compensation due to her, including all wages due for hours worked, less applicable deductions, through the Effective Date of this Agreement.

D. Acknowledgements. Employee acknowledges that she has read and understands this Agreement, and she specifically acknowledges the following:

(1) That she has been advised by the County to consult with an attorney, and has had the opportunity to consult with her attorney before signing this Agreement; and,

(2) That she has reported all injuries, if any, which occurred during the course and scope of her duties while employed with the County; and,

(3) That, by signing this Agreement, Employee is not waiving or releasing any claims based on actions or omissions that occur after the Effective Date of this Agreement.

E. Release. In exchange for the Consideration described in Paragraph II.A above, the Releasing Parties fully release and discharge the Released Parties from any and all claims of any nature, whether known or unknown, which Employee may have arisen out of or in connection with her employment through the Effective Date of this Agreement. Employee represents that she has filed no suit, charge, claim, complaint or action against the County with respect to her employment or any aspect thereof, and has not authorized anyone else to do so on her behalf; and further agrees that she waives the right to recover any monetary award should either she, the Equal Employment Opportunity Commission, or the Florida Commission on Human Relations, subsequently file a suit, charge, claim, or action against the County with respect to her employment with the County up to the Effective Date of this Agreement.

This release includes, but is not limited to, the following claims: Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, as amended; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act, 29 U.S.C. § 1001 *et seq.* (except such rights as may be vested under any retirement plan sponsored by the County); the Federal Civil Rights Act of 1991, P.L. 103-50; the Family and Medical Leave Act of 1993; 29 U.S.C. Section 2601 *et seq.*; the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. Sections 793 and 794; the Consolidated Omnibus Budget Reconciliation Act of 1986; the Florida and/or United States Constitutions, as amended; the Civil Rights Act of 1866 and 1871, 42 U.S.C. Sections 1981, 1983, 1985 and 1986; any claims under the Florida Civil Rights Act of 1992, as amended, Section 760.01 *et seq.*, Florida Statutes; the Florida Whistleblower's Act, Section 112.3187 *et seq.*, Florida Statutes; Section 440.205, Florida Statutes; Sections 448.01, 448.07, 448.08, 448.110, and 760.50, Fla. Stat; or any claims for wrongful discharge, discrimination, retaliation, harassment, breach of contract, intentional or negligent infliction of emotional distress, defamation, interference with contract, or any other cause of action based on federal, state, or local law or the common law, whether in tort or in contract. Employee further agrees that she and the Releasing Parties will not institute any legal or Administrative Proceeding (as defined in Paragraph I.E, above) against the Released Parties as to any matter based upon, arising out of, or related to her employment, compensation during her employment, or separation of her employment with the County. If Employee files a charge with the U.S. Equal Employment Opportunity Commission that would otherwise have been released by this paragraph, Employee may be limited to non-monetary relief.

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F. Non-Admission of Liability. Employee agrees that in entering into this Agreement the County is not admitting any liability or wrongdoing on its part.

G. Communications to Third Parties. Employee agrees not to defame the County in any way. Employee shall not make any defamatory statement to anyone regarding the County or any of its present or former commissioners, executives, officers, directors, administrators, employees, agents and legal representatives or regarding any division of the County. If the County receives a request for a reference regarding Employee from a prospective employer, the County's Human Resources Department will provide, in response, only Employee's name, dates of employment, and position held.

Employee agrees not to seek or apply for employment with the County and understands that if she applies or otherwise seeks employment with the County, this Agreement serves as a legitimate and valid basis for excluding her from consideration for employment. The County may, at its option, waive this non-application provision.

H. Return of Property and Cooperation. Employee acknowledges that she has returned to the County any and all property belonging to the County, including but not limited to, keys, access cards, computer, tablet, mobile devices, documents, files, copies of documents and files, and other materials issued to her by the County, or obtained by her from the County or its vendors. Employee agrees that upon request by the County, she will cooperate with the County as a witness in any matter about which she has knowledge as a result of her employment with the County.

I. Entire Agreement and Modification. The parties agree that this is the entire agreement between the parties. This Agreement overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Agreement. No modification of this Agreement will be valid unless it is in writing identified as an Amendment to the Agreement and is signed by Employee and an authorized representative of the County.

J. Governing Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Florida which venue for any action lying in Clay County, Florida.

K. Remedies for Breach.

(1) In the event that the Releasing Parties bring an action against the Released Parties based on any claim released in Paragraph II.E, or otherwise breach this Agreement, the Released Parties may, at their option, and as applicable (a) demand the return of any payments that have been made under this Agreement; (b) plead this Agreement in bar to any such action; and (c) seek any and all remedies available, including but not limited to injunctive relief and monetary damages, costs and reasonable attorneys' fees.

(2) In the event that the Released Parties breach this Agreement, the Releasing Parties will be entitled to bring an action for breach of this Agreement but not for any claims released by Paragraph II.E. In the event that the Releasing Parties prevail in such an action, they will be entitled to recover (as appropriate and applicable) monetary damages, injunctive relief, costs and reasonable attorneys' fees.

L. Severability. Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, the rest of the Agreement will remain in force.

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THIS SETTLEMENT AGREEMENT CONTAINS A FULL GENERAL RELEASE. EMPLOYEE ACKNOWLEDGES THAT SHE HAS CAREFULLY READ THIS SEPARATION AND RELEASE AGREEMENT, AND KNOWS AND UNDERSTANDS ITS CONTENTS, AND VOLUNTARILY SIGNS IT OF HER OWN FREE WILL.

IN WITNESS WHEREOF, the parties sign this Agreement on the dates indicated below with the intent to be bound by its terms and conditions.

WITNESSES:

Deena Capo

Mary Canfield

EMPLOYEE

Heather Boucher

Heather Boucher

Date: 6/5/26

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

Kristen Burke, Chair

Date: _____

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

(Please initial)

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