

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Reduction in Force for Information Technology Department

**REQUESTED ACTION:** Approve the Reduction in Force Plan, Severance Package and IT QA/QC position for the Information Technology Department employees effective June 30, 2011 (Staff recommends approval)

Work Session (Report Only)    **DATE OF MEETING:** 6/14/2011  
 Regular Meeting                     Special Meeting

**CONTRACT:**  N/A

Vendor/Entity: John Brinson, George Robinson, and Edwin Watson

Effective Date: 6/30/2011

Termination Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

Planning and Development Division

**BUDGET IMPACT:** Severance Estimate \$50,137, New Position \$13,970.99 (FY10/11),  
New Position \$ 66,045 (FY11/12), RIF Savings \$127,701 (FY11/12)

Annual  
 Capital  
 N/A

**FUNDING SOURCE:** \_\_\_\_\_

**EXPENDITURE ACCOUNT:** General Fund

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**HISTORY/FACTS/ISSUES:**

On October 26, 2010 the BOCC approved a reorganization of the Information Technology (IT) Department due to the increased utilization of the Villages Technology Solutions Group (TSG). On May 10, 2011 the final downsizing of the IT Department was proposed with an agreement which allowed for an immediate shift in the overall technical management of the County's IT infrastructure and services. This pilot project provided a potential outlet for County employees to be offered employment by TSG prior to the recommended elimination of their positions on June 30, 2011. This pilot program will terminate on September 30, 2011.

The operations of the Information Technology Department were reviewed to determine the business needs of the organization. It was determined that a position more focused on quality assurance with the IT contractors and vendors was needed. A new position of IT QA/QC is recommended (see attached job description). This new position is a pay range 24, minimum \$38,774.16 to maximum \$61,658.64.

The Employee Services Department in conjunction with the County Administrator and Planning and Development Director reviewed required certifications, needed skills and training, and workflow efficiency. Employees occupying positions proposed for reduction will be notified of the reduction and given the opportunity to apply for open positions within the Board of Sumter County Commissioners

The attached documents provide additional information.

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**BOARD OR SUMTER COUNTY COMMISSIONERS  
JOB DESCRIPTION**

**JOB TITLE:** Information Technology QA/QC

**DEPARTMENT:** GIS/Information Technology

**DIVISION:** Planning & Development

**GENERAL DESCRIPTION:**

Technical work implementing and maintaining department-specific technologies in coordination with IT contractors and other vendors or 3<sup>rd</sup> parties. This job includes a full range of problem resolution and technical support services to internal and external customers and coordinating vendor contracts for support of activities for department-specific information technology. Provides recommendations, and support to department management and staff regarding system innovations as well as assist with long-range technology planning, design, and implementation of IT operating plans. Provide professional guidance to supporting vendors and IT contractors.

**ESSENTIAL JOB FUNCTIONS:**

1. Coordinates technology administration between Board departments, vendors, and IT contractors, including the creation and administration of procedures governing the use of County owned and shared technology assets.
2. Serves as a liaison between Board departments and IT contractors.
3. Maintains records and processes payments related to contracted IT services.
4. Reviews 3<sup>rd</sup> party and IT contractor plans and creates updated plans, identifying proposed technology system changes/upgrades and maintains related documentation.
5. Consults with management and users to determine technology needs and presents solutions to management and coordinates with IT contractors.
6. Forecasts programs costs and expenses for the purpose of preparing annual and long-term budget proposals. Assists in preparing annual technology budget.
7. Assists IT contractors for the installation and maintenance of networks and workstations, including such tasks as organizing and configuring network resources and managing hardware and software issues.
8. Ensures that technology system-level activities are consistent with the identified needs of end-users and are compatible with department and County-wide technology initiatives and coordinates needs with IT contractors.
9. In coordination with IT contractors, ensures integration of current and planned automation systems, ensuring interface and integration with vendors, and partners where applicable.
10. Assist with evaluation and procurement of 3<sup>rd</sup> party technology professional services and contracts.
11. Assists IT contractors with troubleshooting equipment and program problems on personal computers, printers and telephones. Assists IT contractors with maintaining voice mail and call accounting programs.

12. Recommends purchase of computers, peripheral equipment, networking equipment, and telephone equipment.
13. Assists IT contractors with set up of workstations on the network to communicate within the workgroup and domain, and setups up file and printer sharing, and Internet connection, as well as intranet email.
14. Monitors, facilitate, and ensure effective network communication across local area network (LAN) and wide area network (WAN).
15. Regular attendance

*[These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.]*

### **MINIMUM QUALIFICATIONS:**

#### **KNOWLEDGE, SKILLS AND ABILITIES:**

- Knowledge of the uses of computers, related equipment and other office equipment.
- Knowledge of applying new technologies, soft skills, and procedures
- Knowledge of personal computer architecture.
- Knowledge of Windows and Microsoft Programs.
- Knowledge of Networking Environments to include current Microsoft Operating System.
- Knowledge of Networking Protocols examples (TCP/IP, NETBEUI, etc.)
- Knowledge of Network cabling to include CAT 5 installation and termination.
- Knowledge of routers, switches, and hubs installation and configuration.
- Knowledge of LAN/WAN connectivity.
- Knowledge of web page creation and updating
- Skilled in all aspects of personal computer maintenance, troubleshooting, and repair.
- Skilled in network technician and administration duties.
- Ability to learn database creation.
- Ability to learn call accounting program.
- Ability to learn basic telephone maintenance and voice mail maintenance.
- Ability to read and interpret operating manuals
- Ability to maintain effective working relationships with Department Director, county employees, government agencies, and the general public.
- Ability to prepare and maintain accurate records, document activities, and submit reports.
- Ability to understand and follow oral and written instructions and to communicate, both orally and in writing, in a clear, concise, and accurate manner.
- Ability to work under pressure and meet deadlines.
- Ability to follow through on designated tasks.
- Ability to educate self on new technology.

#### **EDUCATION AND EXPERIENCE:**

- 6+ years of experience in analysis, coordination, or design of Information Technology systems or controls; or
- Associate's degree in Information Technology or related field, or,
- 2 year technical training diploma or certification in Information Technology that includes computer technology courses and triaging and 4 years of experience as described above; or
- Bachelor's degree in Information Technology or related field and 2 years of experience as describe above.

(A comparable amount of training, education or experience may be substituted for the above minimum qualifications.)

**LICENSES, CERTIFICATIONS OR REGISTRATIONS:**

- Valid Florida Driver's License and a driving record acceptable to insurance provider.
- MCSE or CCNA desired

**ESSENTIAL PHYSICAL SKILLS:**

- Acceptable vision (with or without correction)
- Acceptable hearing (with or without correction)
- Must be able to lift medium weights (up to 45 pounds)
- Must be able to bend and squat
- Must be able to sit and view computer display screens for extended period of time

**ENVIROMENTAL CONDITIONS:**

- Primarily works inside in an office environment, with limited outside duties.

**Reasonable accommodation will be made for otherwise qualified individuals with a disability.**

FLSA Non-Exempt Status

06-14-11

**Reduction in Workforce Plan  
Sumter County Information Technology Department  
June 30, 2011**

The Information Technology Department is operated utilizing the General Fund. Due to the following reasons a reduction in force focusing on the core mission of the Information Technology Department is warranted:

- Increased Utilization of Information Technology Contractors),

Staff positions to be retained are identified based on the core mission and critical functions of the department. The Employee Services Department in conjunction with the County Administrator and Planning and Development Director reviewed required certifications, needed skills and training, and workflow efficiency. Employees occupying positions proposed for reduction will be notified of the reduction and given the opportunity to apply for open positions within the Board of Sumter County Commissioners. Employees who are not selected to fill other available positions will be separated from county employment. The Board will assist separated employees through the Employee Services Department in job placement. Assistance will also be provided through Workforce and other employment resources. Employees who choose to retire will be assisted through the retirement process.

#### **Severance Package**

Separated employees will be given severance provided the employee executes a general release waiving re-employment with the Board for a period of six months. The severance package includes the following.

- A) Payment equal to one week's salary for each year of employment.
- B) Payment equal to the balance of the current pay period plus an additional two weeks salary.
- C) Paid health insurance premiums for up to 3 months for those employees timely electing COBRA. Employees who cover dependants through the Health Plan will have the option of retaining dependent coverage by self-paying.
- D) Payment of 25% value of accrued sick leave as of separation date.
- E) In addition to A, B, C, and D above, payment for accrued vacation in accordance with the Board's Employee Manual.

#### **Proposed Timeline**

October 26, 2010 – Announce proposed plan to the Board

May 10, 2011 – Board of County Commissioners acts on plan

May 10 - June 30, 2011 – Pilot program with The Villages Technology Solutions Group

June 30, 2011 – Separation Date for Employment for positions identified for Reduction in Force

**“Attachment A”**

**Staffing Plan**

The following job has been identified to operate in lieu of the Information Technology Department

Information Technology QA/QC

Approved by:

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Bradley Arnold, County Administrator

Date

**NOTICE**

In some circumstances, federal law requires that certain information be provided to employees who sign releases such as the Separation Agreement and General Release used in the County's June 30, 2011 restructuring and consequent reduction in force of the County's Information Technology Department. While those circumstances may, or may not, exist in your case, The Board of Sumter County Commissioners ("Employer") elects to provide the pertinent information as follows:

1. Employees being offered severance benefits (hereinafter referred to as the "Group") are: Designated employees of the Employer who are employed on a part-time or full-time basis in the County's Information Technology Department who: (1) have received notification that their position has been eliminated as a result of the June 30, 2011, restructuring and consequent reduction in force and of their right to receive severance benefits in exchange for execution of the Separation Agreement and General Release prepared by the Employer, and who: (2) do not accept other positions which may be offered to them by the County in any Department before June 30, 2011.
  
2. The job titles and ages of all individuals in the Information Technology Department who have been notified that their positions have been eliminated as a result of the June 30, 2011 restructuring and consequent reduction in force are as follows:

<u>Job Titles</u>	<u>Ages</u>
IT Support Technician II	40, 47
IT Systems Coordinator	35

3. The job titles and ages of all individuals in the Information Technology Department who have not been notified that their positions have been eliminated as a result of the June 30, 2011 restructuring and consequent reduction in force are as follows:

<u>Job Titles</u>	<u>Ages</u>
None	

4. There were no employees in the Group who are not being offered severance benefits in return for releases in the form of the Separation Agreement and General Release.
  
5. Only those who were notified by the Employer of the elimination of their position through the restructuring and consequent reduction in force and who do not accept other positions which are offered to them are eligible to receive severance benefits.

6. Members of the Group who voluntarily elect to sign the Separation Agreement and General Release are eligible to receive the benefits set forth in their Agreements.
7. The applicable time limits are as stated in Paragraphs Sixth and Eighth of the Separation Agreement and General Release.

## SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter "Agreement") is made and entered into by and between **John W. Brinson Jr.** (hereinafter referred to as "Employee") and Sumter County Board of County Commissioners, its elected officials, administrators, and employees (hereinafter collectively referred to as "Employer").

### WITNESSETH:

WHEREAS, Employee has been employed by Employer ("Employment").

WHEREAS, Employer has decided to terminate the Employment as a part of a restructuring of the Information Technology department and consequent reduction in force, and Employee and Employer desire to settle fully and finally all outstanding matters between them, including, but in no way limited to, any outstanding matters that exist or may arise out of Employee's Employment with Employer and the termination of that Employment;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

FIRST: This Agreement shall not in any way be construed as an admission by Employer that it has acted wrongfully with respect to Employee in connection with Employee's Employment or the termination thereof, or that Employee has any legal rights whatsoever against Employer or Employer's elected officials, administrators, and employees (hereinafter, collectively referred to as "Releasees").

SECOND: Employee and Employer agree that the Employment of the Employee shall terminate effective as of the end of the business day on **June 30, 2011** (the "Termination Date"). Employee and Employer agree that the Employee will not perform any duties for Employer or use Employer's offices after the Termination Date.

THIRD: By entering into this Agreement, Employee hereby irrevocably and unconditionally releases and acquits and forever discharges, for Employee and Employee's successors and heirs, Employee's right to file a grievance or any other claim otherwise available to Employee, or a lawsuit or other claim against the Releasees, individually or collectively, for damages (money), back pay, front pay, unpaid wages, liquidated damages, compensatory damages, punitive damages, statutory penalties, reinstatement, injunctive relief, declaratory relief, attorney's fees, or costs arising out of Employee's employment with Employer and the termination of Employee's employment. This includes any and all lawsuits and claims under (1) the Civil Rights Act of 1991, (2) Title VII of the Civil Rights Act of 1964, (3) the Civil Rights Act of 1866, (4) Section 1983 of the Civil Rights Act of 1871, (5) the Age Discrimination In Employment Act, (6) the Equal Pay Act, (7) the Public Employees Relations Act, (8) the Fair Labor Standards Act, (9) The Family and Medical Leave Act of 1993 (FMLA); (10) the Florida Whistleblowers Act, (11) the Americans With Disabilities Act, (12) Veterans' Reemployment

Rights Act, as amended (USERRA) (13) the Florida Civil Rights Act, and (14) any other federal or state statutory or common law theory of liability or damages.

Employee's signature below certifies that Employee has not assigned or transferred or purported to assign or transfer any claim or matter released by and through this Agreement.

The release of claims in this paragraph shall be effective to release all of Employee's claims against the Releasees, individually and collectively, including claims that are known or unknown, suspected or unsuspected provided; however, this Release shall not apply to any rights or claims that may arise after the date of this Agreement or that by federal or state statute cannot be waived.

FOURTH: As consideration for the release of claims by Employee in this Agreement, Employer will:

- (1) Pay to Employee a Severance Benefit equal to one (1) week's pay for each full Year of Service and a pro rata amount of one (1) week's pay for each partial year of service completed by Employee with Employer as of the Termination Date, less applicable federal, state and local taxes. For example, if Employee completed six and one-half years of service as of the Termination Date, the severance benefit would equal six and one-half week's pay; and
- (2) Payment to Employee a Severance Benefit equal to the balance of the current pay period plus an additional two weeks pay, less applicable federal, state and local taxes and
- (3) Payment of the premiums for employee-only COBRA continuation coverage for Employer's group health and/or dental plan(s) in which Employee was participating on the Termination Date for a period of three (3) months, beginning with the date the Employee otherwise loses coverage under such plan(s) as a result of the termination of employment (provided that the Participant otherwise remains eligible for COBRA coverage during such period)

If the Employee elects family coverage under the Employer's group health and or dental plan(s) in which the employee was participating at the time of his termination of employment, the Employee must pay the difference in the COBRA premium for such coverage in the time and manner explained in the COBRA notice and election form.

If the Employee elects COBRA continuation coverage, the subsidy described above will **not** be paid directly to the Employee, but rather to the Board of Sumter County Commissioners Group Health Plan.

- (4) Pay to Employee twenty-five percent (25%) of the value of accrued, but unused, sick leave as of the Termination Date, less applicable federal, state and local taxes.

FIFTH: The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangement contained herein.

SIXTH: Employee by signature below represents and acknowledges that:

- (1) This Agreement sets forth the entire agreement between the parties hereto and, except as otherwise provided herein, fully supersedes any and all prior agreements or understandings between Employer and Employee pertaining to the subject matter of this Agreement;
- (2) Employee agrees to return to Employer all documents, information, data, keys, credit cards, computer discs and files, and any other property of Employer issued to or otherwise in Employee's possession on or before the date Employee signs the Agreement;
- (3) Any violation of the provisions of this agreement by Employee shall constitute a default;
- (4) In the event of Employee's default, a breach and/or violation of this Agreement, Employer will, except in the case of any challenge of the Agreement under the Age Discrimination In Employment Act, take all legal action(s) available to it to recover all monies paid to Employee under the terms of this Agreement and to terminate all remaining rights or privileges granted, secured, or otherwise made available to Employee by this Agreement;
- (5) No one from any of the Releasees or the Releasees' agents, representatives, or attorneys have tried to mislead Employee, nor have they tried to pressure Employee into signing this Agreement;
- (6) Attachment A to this Agreement provides the job titles and ages of all persons at Sumter County Information Technology Department who have and have not been selected for termination under the Restructuring, and also sets forth the eligibility criteria for the severance benefits;
- (7) Employee has been advised to discuss this Agreement with an attorney and that Employee may take forty-five (45) days to review this Agreement and that if Employee does not advise Employer of acceptance or rejection of the terms contained herein by signing this Agreement by the close of business on **August 15, 2011**, this Agreement will become null and void and Employee will not be entitled to any of the consideration offered under this Agreement;
- (8) Employee has carefully read and fully understands all of the provisions of this Agreement and is now voluntarily entering into this Agreement;
- (9) In executing this Agreement, Employee does not rely and has not relied upon any representation, inducement, agreement or statement not set forth herein or made by any of the Releasees or by any of the Releasees' agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement; and

(10) In executing this Settlement Agreement and General Release, Employee agrees not to seek reemployment with Employer for **six (6) months** following Employee's execution of this Settlement Agreement and General Release.

SEVENTH: The laws of the State of Florida shall govern the contractual effect, intent and construction of this Settlement Agreement and General Release.

EIGHTH: After carefully considering this matter, I have freely, knowingly and voluntarily decided to sign this Agreement in order to get the consideration being offered by Employer. I also understand that I have **seven (7) days** after I sign this Agreement to change my mind and revoke this Agreement. I understand that this Agreement is not effective and I will not receive any of the consideration offered by Employer until after this seven-day revocation period expires. I also understand that if I change my mind and revoke this Agreement, I will not be entitled to the consideration I would otherwise receive under the terms of this Agreement. I understand that if I desire to cancel or revoke this Agreement I must provide written notice to Kitty L. Fields at Employer's place of business on or before the close of business on the seventh day after I sign this Agreement. Further, I understand that by accepting the consideration made available to me under the terms of this Agreement I will be further demonstrating that **I DO NOT** want to cancel or revoke this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written below.

By: \_\_\_\_\_ Date  
John W. Brinson, Jr.

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_ Date

Title: County Administrator

## SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter "Agreement") is made and entered into by and between **George R. Robinson** (hereinafter referred to as "Employee") and Sumter County Board of County Commissioners, its elected officials, administrators, and employees (hereinafter collectively referred to as "Employer").

### WITNESSETH:

WHEREAS, Employee has been employed by Employer ("Employment").

WHEREAS, Employer has decided to terminate the Employment as a part of a restructuring of the Information Technology department and consequent reduction in force, and Employee and Employer desire to settle fully and finally all outstanding matters between them, including, but in no way limited to, any outstanding matters that exist or may arise out of Employee's Employment with Employer and the termination of that Employment;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

FIRST: This Agreement shall not in any way be construed as an admission by Employer that it has acted wrongfully with respect to Employee in connection with Employee's Employment or the termination thereof, or that Employee has any legal rights whatsoever against Employer or Employer's elected officials, administrators, and employees (hereinafter, collectively referred to as "Releasees").

SECOND: Employee and Employer agree that the Employment of the Employee shall terminate effective as of the end of the business day on **June 30, 2011** (the "Termination Date"). Employee and Employer agree that the Employee will not perform any duties for Employer or use Employer's offices after the Termination Date.

THIRD: By entering into this Agreement, Employee hereby irrevocably and unconditionally releases and acquits and forever discharges, for Employee and Employee's successors and heirs, Employee's right to file a grievance or any other claim otherwise available to Employee, or a lawsuit or other claim against the Releasees, individually or collectively, for damages (money), back pay, front pay, unpaid wages, liquidated damages, compensatory damages, punitive damages, statutory penalties, reinstatement, injunctive relief, declaratory relief, attorney's fees, or costs arising out of Employee's employment with Employer and the termination of Employee's employment. This includes any and all lawsuits and claims under (1) the Civil Rights Act of 1991, (2) Title VII of the Civil Rights Act of 1964, (3) the Civil Rights Act of 1866, (4) Section 1983 of the Civil Rights Act of 1871, (5) the Age Discrimination In Employment Act, (6) the Equal Pay Act, (7) the Public Employees Relations Act, (8) the Fair Labor Standards Act, (9) The Family and Medical Leave Act of 1993 (FMLA); (10) the Florida Whistleblowers Act, (11) the Americans With Disabilities Act, (12) Veterans' Reemployment

Rights Act, as amended (USERRA) (13) the Florida Civil Rights Act, and (14) any other federal or state statutory or common law theory of liability or damages.

Employee's signature below certifies that Employee has not assigned or transferred or purported to assign or transfer any claim or matter released by and through this Agreement.

The release of claims in this paragraph shall be effective to release all of Employee's claims against the Releasees, individually and collectively, including claims that are known or unknown, suspected or unsuspected provided; however, this Release shall not apply to any rights or claims that may arise after the date of this Agreement or that by federal or state statute cannot be waived.

FOURTH: As consideration for the release of claims by Employee in this Agreement, Employer will:

- (1) Pay to Employee a Severance Benefit equal to one (1) week's pay for each full Year of Service and a pro rata amount of one (1) week's pay for each partial year of service completed by Employee with Employer as of the Termination Date, less applicable federal, state and local taxes. For example, if Employee completed six and one-half years of service as of the Termination Date, the severance benefit would equal six and one-half week's pay; and
- (2) Payment to Employee a Severance Benefit equal to the balance of the current pay period plus an additional two weeks pay, less applicable federal, state and local taxes and
- (3) Payment of the premiums for employee-only COBRA continuation coverage for Employer's group health and/or dental plan(s) in which Employee was participating on the Termination Date for a period of three (3) months, beginning with the date the Employee otherwise loses coverage under such plan(s) as a result of the termination of employment (provided that the Participant otherwise remains eligible for COBRA coverage during such period)

If the Employee elects family coverage under the Employer's group health and or dental plan(s) in which the employee was participating at the time of his termination of employment, the Employee must pay the difference in the COBRA premium for such coverage in the time and manner explained in the COBRA notice and election form.

If the Employee elects COBRA continuation coverage, the subsidy described above will **not** be paid directly to the Employee, but rather to the Board of Sumter County Commissioners Group Health Plan.

- (4) Pay to Employee twenty-five percent (25%) of the value of accrued, but unused, sick leave as of the Termination Date, less applicable federal, state and local taxes.

FIFTH: The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangement contained herein.

SIXTH: Employee by signature below represents and acknowledges that:

- (1) This Agreement sets forth the entire agreement between the parties hereto and, except as otherwise provided herein, fully supersedes any and all prior agreements or understandings between Employer and Employee pertaining to the subject matter of this Agreement;
- (2) Employee agrees to return to Employer all documents, information, data, keys, credit cards, computer discs and files, and any other property of Employer issued to or otherwise in Employee's possession on or before the date Employee signs the Agreement;
- (3) Any violation of the provisions of this agreement by Employee shall constitute a default;
- (4) In the event of Employee's default, a breach and/or violation of this Agreement, Employer will, except in the case of any challenge of the Agreement under the Age Discrimination In Employment Act, take all legal action(s) available to it to recover all monies paid to Employee under the terms of this Agreement and to terminate all remaining rights or privileges granted, secured, or otherwise made available to Employee by this Agreement;
- (5) No one from any of the Releasees or the Releasees' agents, representatives, or attorneys have tried to mislead Employee, nor have they tried to pressure Employee into signing this Agreement;
- (6) Attachment A to this Agreement provides the job titles and ages of all persons at Sumter County Information Technology Department who have and have not been selected for termination under the Restructuring, and also sets forth the eligibility criteria for the severance benefits;
- (7) Employee has been advised to discuss this Agreement with an attorney and that Employee may take forty-five (45) days to review this Agreement and that if Employee does not advise Employer of acceptance or rejection of the terms contained herein by signing this Agreement by the close of business on **August 15, 2011**, this Agreement will become null and void and Employee will not be entitled to any of the consideration offered under this Agreement;
- (8) Employee has carefully read and fully understands all of the provisions of this Agreement and is now voluntarily entering into this Agreement;
- (9) In executing this Agreement, Employee does not rely and has not relied upon any representation, inducement, agreement or statement not set forth herein or made by any of the Releasees or by any of the Releasees' agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement; and

(10) In executing this Settlement Agreement and General Release, Employee agrees not to seek reemployment with Employer for **six (6) months** following Employee's execution of this Settlement Agreement and General Release.

SEVENTH: The laws of the State of Florida shall govern the contractual effect, intent and construction of this Settlement Agreement and General Release.

EIGHTH: After carefully considering this matter, I have freely, knowingly and voluntarily decided to sign this Agreement in order to get the consideration being offered by Employer. I also understand that I have **seven (7) days** after I sign this Agreement to change my mind and revoke this Agreement. I understand that this Agreement is not effective and I will not receive any of the consideration offered by Employer until after this seven-day revocation period expires. I also understand that if I change my mind and revoke this Agreement, I will not be entitled to the consideration I would otherwise receive under the terms of this Agreement. I understand that if I desire to cancel or revoke this Agreement I must provide written notice to Kitty L. Fields at Employer's place of business on or before the close of business on the seventh day after I sign this Agreement. Further, I understand that by accepting the consideration made available to me under the terms of this Agreement I will be further demonstrating that **I DO NOT** want to cancel or revoke this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written below.

By: \_\_\_\_\_ Date  
George R. Robinson

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_ Date

Title: County Administrator

## SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter "Agreement") is made and entered into by and between **Edwin L. Watson** (hereinafter referred to as "Employee") and Sumter County Board of County Commissioners, its elected officials, administrators, and employees (hereinafter collectively referred to as "Employer").

### WITNESSETH:

WHEREAS, Employee has been employed by Employer ("Employment").

WHEREAS, Employer has decided to terminate the Employment as a part of a restructuring of the Information Technology department and consequent reduction in force, and Employee and Employer desire to settle fully and finally all outstanding matters between them, including, but in no way limited to, any outstanding matters that exist or may arise out of Employee's Employment with Employer and the termination of that Employment;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

FIRST: This Agreement shall not in any way be construed as an admission by Employer that it has acted wrongfully with respect to Employee in connection with Employee's Employment or the termination thereof, or that Employee has any legal rights whatsoever against Employer or Employer's elected officials, administrators, and employees (hereinafter, collectively referred to as "Releasees").

SECOND: Employee and Employer agree that the Employment of the Employee shall terminate effective as of the end of the business day on **June 30, 2011** (the "Termination Date"). Employee and Employer agree that the Employee will not perform any duties for Employer or use Employer's offices after the Termination Date.

THIRD: By entering into this Agreement, Employee hereby irrevocably and unconditionally releases and acquits and forever discharges, for Employee and Employee's successors and heirs, Employee's right to file a grievance or any other claim otherwise available to Employee, or a lawsuit or other claim against the Releasees, individually or collectively, for damages (money), back pay, front pay, unpaid wages, liquidated damages, compensatory damages, punitive damages, statutory penalties, reinstatement, injunctive relief, declaratory relief, attorney's fees, or costs arising out of Employee's employment with Employer and the termination of Employee's employment. This includes any and all lawsuits and claims under (1) the Civil Rights Act of 1991, (2) Title VII of the Civil Rights Act of 1964, (3) the Civil Rights Act of 1866, (4) Section 1983 of the Civil Rights Act of 1871, (5) the Age Discrimination In Employment Act, (6) the Equal Pay Act, (7) the Public Employees Relations Act, (8) the Fair Labor Standards Act, (9) The Family and Medical Leave Act of 1993 (FMLA); (10) the Florida Whistleblowers Act, (11) the Americans With Disabilities Act, (12) Veterans' Reemployment

Rights Act, as amended (USERRA) (13) the Florida Civil Rights Act, and (14) any other federal or state statutory or common law theory of liability or damages.

Employee's signature below certifies that Employee has not assigned or transferred or purported to assign or transfer any claim or matter released by and through this Agreement.

The release of claims in this paragraph shall be effective to release all of Employee's claims against the Releasees, individually and collectively, including claims that are known or unknown, suspected or unsuspected provided; however, this Release shall not apply to any rights or claims that may arise after the date of this Agreement or that by federal or state statute cannot be waived.

FOURTH: As consideration for the release of claims by Employee in this Agreement, Employer will:

- (1) Pay to Employee a Severance Benefit equal to one (1) week's pay for each full Year of Service and a pro rata amount of one (1) week's pay for each partial year of service completed by Employee with Employer as of the Termination Date, less applicable federal, state and local taxes. For example, if Employee completed six and one-half years of service as of the Termination Date, the severance benefit would equal six and one-half week's pay; and
- (2) Payment to Employee a Severance Benefit equal to the balance of the current pay period plus an additional two weeks pay, less applicable federal, state and local taxes and
- (3) Payment of the premiums for employee-only COBRA continuation coverage for Employer's group health and/or dental plan(s) in which Employee was participating on the Termination Date for a period of three (3) months, beginning with the date the Employee otherwise loses coverage under such plan(s) as a result of the termination of employment (provided that the Participant otherwise remains eligible for COBRA coverage during such period)

If the Employee elects family coverage under the Employer's group health and or dental plan(s) in which the employee was participating at the time of his termination of employment, the Employee must pay the difference in the COBRA premium for such coverage in the time and manner explained in the COBRA notice and election form.

If the Employee elects COBRA continuation coverage, the subsidy described above will **not** be paid directly to the Employee, but rather to the Board of Sumter County Commissioners Group Health Plan.

- (4) Pay to Employee twenty-five percent (25%) of the value of accrued, but unused, sick leave as of the Termination Date, less applicable federal, state and local taxes.

FIFTH: The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangement contained herein.

SIXTH: Employee by signature below represents and acknowledges that:

- (1) This Agreement sets forth the entire agreement between the parties hereto and, except as otherwise provided herein, fully supersedes any and all prior agreements or understandings between Employer and Employee pertaining to the subject matter of this Agreement;
- (2) Employee agrees to return to Employer all documents, information, data, keys, credit cards, computer discs and files, and any other property of Employer issued to or otherwise in Employee's possession on or before the date Employee signs the Agreement;
- (3) Any violation of the provisions of this agreement by Employee shall constitute a default;
- (4) In the event of Employee's default, a breach and/or violation of this Agreement, Employer will, except in the case of any challenge of the Agreement under the Age Discrimination In Employment Act, take all legal action(s) available to it to recover all monies paid to Employee under the terms of this Agreement and to terminate all remaining rights or privileges granted, secured, or otherwise made available to Employee by this Agreement;
- (5) No one from any of the Releasees or the Releasees' agents, representatives, or attorneys have tried to mislead Employee, nor have they tried to pressure Employee into signing this Agreement;
- (6) Attachment A to this Agreement provides the job titles and ages of all persons at Sumter County Information Technology Department who have and have not been selected for termination under the Restructuring, and also sets forth the eligibility criteria for the severance benefits;
- (7) Employee has been advised to discuss this Agreement with an attorney and that Employee may take forty-five (45) days to review this Agreement and that if Employee does not advise Employer of acceptance or rejection of the terms contained herein by signing this Agreement by the close of business on **August 15, 2011**, this Agreement will become null and void and Employee will not be entitled to any of the consideration offered under this Agreement;
- (8) Employee has carefully read and fully understands all of the provisions of this Agreement and is now voluntarily entering into this Agreement;
- (9) In executing this Agreement, Employee does not rely and has not relied upon any representation, inducement, agreement or statement not set forth herein or made by any of the Releasees or by any of the Releasees' agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement; and

(10) In executing this Settlement Agreement and General Release, Employee agrees not to seek reemployment with Employer for **six (6) months** following Employee's execution of this Settlement Agreement and General Release.

SEVENTH: The laws of the State of Florida shall govern the contractual effect, intent and construction of this Settlement Agreement and General Release.

EIGHTH: After carefully considering this matter, I have freely, knowingly and voluntarily decided to sign this Agreement in order to get the consideration being offered by Employer. I also understand that I have **seven (7) days** after I sign this Agreement to change my mind and revoke this Agreement. I understand that this Agreement is not effective and I will not receive any of the consideration offered by Employer until after this seven-day revocation period expires. I also understand that if I change my mind and revoke this Agreement, I will not be entitled to the consideration I would otherwise receive under the terms of this Agreement. I understand that if I desire to cancel or revoke this Agreement I must provide written notice to Kitty L. Fields at Employer's place of business on or before the close of business on the seventh day after I sign this Agreement. Further, I understand that by accepting the consideration made available to me under the terms of this Agreement I will be further demonstrating that **I DO NOT** want to cancel or revoke this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written below.

By: \_\_\_\_\_  
Edwin L. Watson Date

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Date

Title: County Administrator