

**COUNTY OF VOLUSIA
HUMAN RESOURCE DIVISION**

APPELLANT: Andrew Jenkins

TITLE: Deputy Sheriff

DEPARTMENT/DIVISION: Volusia County Sheriff's Office

ACTION: Resignation

EFFECTIVE DATE: April 2, 2018

RESIGNATION AND GENERAL RELEASE

This RESIGNATION AND GENERAL RELEASE (hereinafter the "Agreement") is entered into by and between ANDREW JENKINS (hereinafter "APPELLANT") and COUNTY OF VOLUSIA (hereinafter "COUNTY").

WHEREAS, APPELLANT and COUNTY have settled their differences in this disciplinary matter without the necessity for a hearing and agree that this Agreement is final action in this matter and have agreed to enter into this Agreement.

WHEREAS, APPELLANT is receiving additional consideration for executing this Agreement which APPELLANT would not have received had this Agreement not been executed.

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, APPELLANT and COUNTY agree as follows:

1. APPELLANT by his signature below tenders his resignation effective April 2, 2018, and withdraws, waives, and otherwise abandons his right to appeal to the Volusia County Personnel Board of the Notice of Termination dated April 2, 2018, and any subsequent appealable final notice of agency action.
2. COUNTY agrees to accept APPELLANT'S resignation effective April 2, 2018, in lieu of the Notice of Termination dated April 2, 2018. APPELLANT acknowledges that he would not be entitled to this additional consideration in the absence of this Agreement.
3. **COUNTY'S Payment and Other Obligations as Consideration:** For and in consideration for the promises made by APPELLANT in this Agreement, COUNTY agrees to cause to be paid on APPELLANT'S behalf unused personal leave benefits pursuant to section 86-525, County of Volusia Code, as follows:

- A. COUNTY shall make payment of \$13,465.76, representing APPELLANT'S remaining leave pay out and back pay to APPELLANT subject to appropriate state and federal tax withholdings and FRS payments.
- B. COUNTY shall not be obligated to provide any monetary consideration other than the consideration discussed in Paragraph 3.

4. **APPELLANT'S Obligations as Consideration:**

- A. APPELLANT and his heirs, assigns and representatives, do hereby release, acquit and forever discharge COUNTY, their employees, agents, successors, assigns, heirs, executors and administrators both in their official and individual capacities (hereafter the "Released Parties"), from any and all further actions, claims, charges, damages, demands, expenses or costs of whatever nature, or attorney's fees or costs of any nature, arising from the instant litigation, or any other matter arising from APPELLANT'S employment with COUNTY and/or separation therefrom, whether known or unknown. This Release includes, but is not limited to, any claim or lawsuit which has been, or could have been, brought by APPELLANT under the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964 (as amended by, among other things, the Civil Rights Act of 1991); Age Discrimination in Employment Act; Equal Pay Act; Family and Medical Leave Act; the Constitutions of the United States and the State of Florida; Sections 1981 through 1988 of Title 42 of the United States Code; Equal Pay Act of 1963; The Uniformed Services Employment and Reemployment Rights Act of 1994 (38 U.S.C. 4301-4335); The Rehabilitation Act of 1973; the Florida Whistleblower's Act; the Florida Minimum Wage Act; Florida Worker's Compensation Act; Florida Civil Rights Act of 1992; or any other applicable federal or state statute, or any local law or ordinance; or any common law cause of action, including, without limitation, claims for assault, battery, negligent and intentional misrepresentation, negligent maintenance, fraudulent concealment, fraudulent inducement, breach of contract, defamation, constitutional violation, wrongful discharge, intentional or negligent retention of APPELLANT, claims for emotional distress or claims of personal injury of any type; and/or claims based upon any federal, state, or local laws prohibiting employment discrimination or retaliation, or restricting the right to take personnel action with respect to APPELLANT. APPELLANT acknowledges that the foregoing list of claims or causes of action which have been waived is meant to be illustrative rather than all-inclusive and is a **FULL AND FINAL BAR TO ANY CLAIMS** arising from the instant litigation or APPELLANT'S employment with COUNTY and/or separation therefrom, whether known or unknown, which APPELLANT may have against COUNTY and/or the Released Parties.

- B. APPELLANT represents that other than the appeal referenced above, he has no other suits, claims, charges, complaints, or demands of any kind whatsoever currently pending against COUNTY or any of the Released Parties, with any local, state, or federal court or any governmental, administrative, investigative, civil rights, or other agency or board. APPELLANT further represents that (a) he has been fully paid for all the hours which he has worked, and other than as described in this Agreement, is not owed any additional compensation by COUNTY and (b) he has not suffered any job-related injury to which he might be entitled to compensation or relief, such as an injury for which he might receive a workers' compensation award now or in the future (other than those injuries for which he has already filed a claim).
 - C. APPELLANT further represents and warrants that no subrogation claims, liens, or other rights to payment exist with respect to the sums being paid on his behalf by COUNTY. APPELLANT agrees to indemnify, defend and hold COUNTY harmless from any and all such claims, liens, and rights to payment against such sums. APPELLANT also agrees that he will be solely responsible for satisfying any liens or pending legal claims asserted against either APPELLANT or COUNTY regarding such sums.
 - D. APPELLANT further represents that he understands that he will not be eligible for rehire or reemployment with COUNTY.
5. COUNTY'S Additional Consideration on CJSTC forms:
- A. COUNTY agrees to file an amended CJSTC form 78 indicating by checking the box for "Sustained – (Violation of Agency Policy)" on line 11; and
 - B. COUNTY agrees to file an amended CJSTC form 78 indicating by inserting after "Agency Disciplinary Action" the term "Employee Resigned" on line 14; and
 - C. COUNTY agrees to file a CJSTC form 61 indicating by checking the first box under 7E, "Voluntary separation or retirement while being investigated . . ."
6. By entering into this Agreement, APPELLANT and COUNTY agree that this Agreement constitutes final action arising from APPELLANT'S employment with COUNTY and/or separation therefrom.

7. APPELLANT hereby attests that he has knowingly and voluntarily executed this Agreement, including the general release set forth in paragraph 4 above, and specifically attests that:
 - A. This Agreement is written in a manner calculated to be understood by his or by the average person with his level of education and experience and APPELLANT understands and comprehends its terms;
 - B. APPELLANT has been advised by COUNTY that he has the right to consult an attorney to review this Agreement, including and specifically the general release;
 - C. To that end, APPELLANT has been given a reasonable period of time up to twenty-one (21) calendar days to consider whether to sign this Agreement;
 - D. APPELLANT has been advised that he may revoke this Agreement by ensuring that HR Director, Tom Motes, email address: tmotes@volusia.org and Assistant County Attorney, Kevin Bledsoe, email address: kbledsoe@volusia.org receive in writing via email transmission APPELLANT'S decision to revoke the Agreement no later than seven (7) calendar days after the date which APPELLANT executes this Agreement and that this Agreement shall not become effective or enforceable until that revocation period has expired; and
 - E. APPELLANT is receiving additional consideration, as set forth herein, beyond the benefits to which he is already entitled.

8. Miscellaneous.

- A. **Entire Agreement.** This Agreement contains the entire Agreement between APPELLANT and COUNTY relating to the subject matter hereof, and all prior agreements, negotiations and representations, if any, are replaced by this Agreement.
- B. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- C. **Construction, Enforcement, Attorney Fees.** APPELLANT and COUNTY have jointly participated in the negotiation of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if it was drafted jointly by APPELLANT and COUNTY and no presumptions or burdens of proof shall arise favoring any party by virtue of authorship of this Agreement.

APPELLANT and COUNTY have agreed that each party shall bear his/its own attorney's fees and costs.

9. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals.

FOR COUNTY:

By: _____
Michael J. Chitwood, Sheriff

Dated: _____

By: _____
Tom Motes, Director

Dated: _____

FOR APPELLANT:

By: _____
Andrew Jenkins

Dated: 8-19-2019

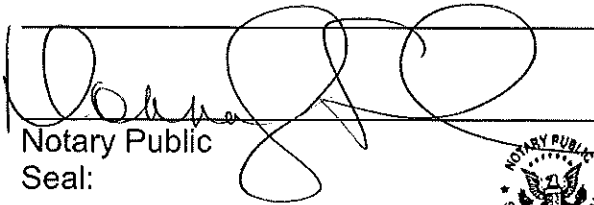
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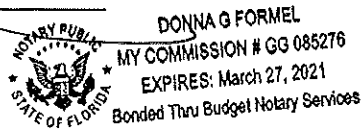
By: _____

Dated: _____

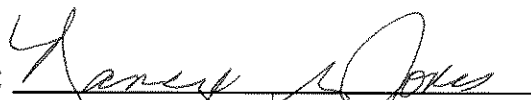
**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was executed before me this 19th day of August, 2019,
by ANDREW JENKINS, who is personally known to me [or has produced _____
_____ as identification] and who took an oath.


Notary Public
Seal:



APPROVED AS TO FORM:

By: 
Nancye Jones, Esquire
Counsel for APPELLANT

Dated: August 19, 2019