

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** JUNE 8, 2010

☒ **Consent**

☐ **Regular**

☐ **Workshop**

☐ **Public Hearing**

**Department**

**Submitted By:** PUBLIC SAFETY

**Submitted For:** PUBLIC SAFETY

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** A Separation Agreement, Waiver and General Release in the amount of \$23,426.05 plus continuing health care coverage under Palm Beach County's group health insurance plan for three years beginning July 1, 2010, for County employee Nancy A. Dixon.

**Summary:** This Separation Agreement, Waiver and General Release is being extended to County employee Nancy A. Dixon, Director of the Victim Services and Support Division in the Public Safety Department, to obtain a full waiver and general release of any claims she now has or may bring arising from her employment with Palm Beach County. Staff, including the Public Safety Department and County Administration, concur that this Separation Agreement, Waiver and General Release is in the best interest of Palm Beach County. **Countywide (EC)**

**Background and Justification:** Nancy A. Dixon is the Director of the Victim Services and Support Division in the Public Safety Department, and has been a County employee for almost eleven years. The Separation Agreement, Waiver and General Release provides for a one time, lump sum payment of \$23,426.05, which represents ninety (90) days of severance pay. In addition, Ms. Dixon would continue to be covered under Palm Beach County's group health insurance plan for three years, from July 1, 2010, through June 30, 2013. During this three-year period, Ms. Dixon would still be required to pay the same portion of her health premium that other County employees contribute toward their health premium.

**Attachments:**

1. Separation Agreement, Waiver and General Release.

**Recommended by:** \_\_\_\_\_

Department Director

Date

**Approved by:** \_\_\_\_\_

Assistant County Administrator

Date

*[Signature: Vince J. Bonventi]* *6/4/10*

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs	23,426.05				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>* 23,426.05</b>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

Is Item Included in Current Budget? Yes ☒ No ☐

Budget Account No.: Fund 0001 Department 6600 Unit 3220 Object 1201

Reporting Category \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

\* Funds are budgeted in the Department of Public Safety.

C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

### C. OFMB Fiscal and/or Contract Development and Control Comments:

  
 OFMB *mpe*  
 6-7-10  
*6/14/10*

 6/7/10  
 Contract Development and Control

### B. Legal Sufficiency:

  
 Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

## **SEPARATION AGREEMENT, WAIVER AND GENERAL RELEASE**

**THIS SEPARATION AGREEMENT, WAIVER AND GENERAL RELEASE** (hereinafter referred to as "Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010, is entered into by and between Nancy A. Dixon (hereinafter referred to as "DIXON"), an individual, residing at 2300 Via Royale, Jupiter, Florida, 33458, and the Board of County Commissioners of Palm Beach County, Florida, whose offices are located at 301 North Olive Avenue, West Palm Beach, Florida, (hereinafter referred to as "COUNTY").

**WHEREAS**, DIXON has been employed by the COUNTY as Director of the Victim Services Support Division in the Palm Beach County Public Safety Department; and

**WHEREAS**, DIXON will separate her employment with the COUNTY and the COUNTY wishes to accept her separation; and

**WHEREAS**, the parties hereto desire to set forth in this Agreement, without establishing precedent, the terms and conditions of DIXON's separation and DIXON's release and waiver of any and all claims that she had, now has or could possibly have against the COUNTY in exchange for the consideration described herein.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which the parties hereto expressly acknowledge, the parties, intending to be legally bound, agree as follows:

1. DIXON and the COUNTY acknowledge that all of the above statements are true and correct.



2. In full and total satisfaction of any and all claims that DIXON had, now has or may have arising out of her employment with the COUNTY, her status as Director of the Victim Services Support Division in the Palm Beach County Public Safety Department, and in consideration of the waiver and release obligations as more specifically described herein, the COUNTY shall do the following:

- A. Provide County group health insurance coverage to DIXON and DIXON's eligible covered dependents, if any, from July 1, 2010, through June 30, 2013, subject to the terms and conditions set forth in Exhibit "A" to this Agreement, which is attached hereto and is hereby incorporated and made part of this Agreement; and
- B. Pay to DIXON the gross, lump sum amount of \$23,426.05, net of any withholding and taxes required by law, representing ninety (90) days of severance pay at DIXON's current base rate of pay. The gross, lump sum amount shall be subject to any and all withholding, taxes and reporting required by law.

3. DIXON's separation from County employment shall be effective June 11, 2010. DIXON's separation shall be irrevocable and shall be immediately accepted by the COUNTY. DIXON's last day of COUNTY employment shall be June 11, 2010. Any vacation and sick leave payments due DIXON, upon the cessation of her employment on June 11, 2010, shall be made as provided in the COUNTY's Merit Rules.

4. DIXON understands and acknowledges that she would not be permitted to receive the consideration and benefits provided pursuant to Paragraph 2 above, unless she executes this Agreement and her release and waiver of claims against the COUNTY, and fulfills the promises contained herein. Moreover, DIXON agrees that the consideration and benefits provided pursuant

to Paragraph 2 above, constitutes adequate, ample and complete consideration for any and all rights and claims she is waiving under this Agreement, and for the waiver, release, and other obligations imposed upon her by virtue of this Agreement.

5. For and in consideration of the COUNTY's agreement to provide the consideration and benefits specifically described in Paragraph 2 above, that DIXON acknowledges constitutes full, final and total satisfaction for any and all rights and claims she is waiving under this Agreement, DIXON, her heirs, successors, and assigns, to the extent permitted by law, knowingly and voluntarily waive, release, acquit, satisfy, and forever discharge the COUNTY and each and every one of the COUNTY's current and former commissioners, officials and officers, directors, agents, administrators, attorneys, and employees, in both their official and individual capacities, and their successors and assigns, from any and all known and unknown rights, claims and causes of action that DIXON had, now has, or may have arising out of her employment with the COUNTY, from the beginning of the world up to and including the date of this Agreement, including but not limited to any claim or claims arising under any of the following:

The Age Discrimination in Employment Act (ADEA)

The Public Employees Relations Act;

The Florida Civil Rights Act of 1992;

Title VII of the Civil Rights Act of 1964;

The Civil Rights Act of 1991;

Sections 1981 through 1988 of Title 42 of the United States Code;

The Immigration Reform and Control Act of 1986;

The Americans with Disabilities Act of 1990;

The Equal Pay Act of 1963;

The Occupational Safety and Health Act;

The Family and Medical Leave Act of 1993;

Constitution of the United States of America;

Constitution of the State of Florida;

Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation, resolution or ordinance; and

Any public policy, contract, or common law claims, including any tort claims (e.g., negligent or intentional infliction of emotional distress, defamation, assault, battery, false imprisonment, wrongful termination, etc.) whether based on common law or otherwise, as they may be amended from time to time.

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**Waiver of Rights and Claims Under the Age Discrimination in Employment Act**

DIXON specifically acknowledges that by signing this Agreement, she is waiving and releasing any and all rights and claims that she has or may have against the COUNTY under the Age Discrimination in Employment Act (ADEA), and that this waiver and release of ADEA rights and claims is knowing and voluntary.

- DIXON acknowledges that the consideration given for this waiver and release is in addition to anything of value that she is entitled to in the absence of this waiver and release.
- DIXON acknowledges that she has been advised by this writing that:
  - DIXON should consult with an attorney before signing this Agreement;
  - This waiver and release of rights and claims under the ADEA does not apply to any such rights or claims that may arise after the effective date of this Agreement.
  - Twenty-One(21) Day Consideration Period: DIXON has twenty-one(21) days from the date this Agreement in its final form is given to DIXON to consider this Agreement; however, she may voluntarily sign this Agreement earlier if she so chooses;



- If DIXON signs this Agreement before the twenty-one (21) consideration period has expired, she acknowledges that her decision to do so was knowing and voluntary and not induced by the County through fraud, misrepresentation, or a threat to withdraw or alter the offer;
- Seven(7) Day Revocation Period: DIXON has seven (7) days after signing this Agreement to revoke this Agreement by notifying the County. Notice of revocation must be in writing and delivered to the attention of: Vince Bonvento, c/o PBC Public Safety Department, 20 S. Military Trail, West Palm Beach, Florida, 33415; and
- Effective Date of Agreement: This Agreement is not effective or enforceable until the seven (7) day revocation period has expired, and this period cannot be shortened by agreement of the parties or otherwise.

Further, DIXON represents that to the best of her knowledge as of the date of this Agreement and this waiver and release of all claims, she has not suffered any on-the-job or work-related accident, injury, occupational disease or disability whether temporary, permanent, partial or total, while employed by the COUNTY.

This waiver and release also bars any claim or demand for costs, fees, or other expenses including attorney's fees incurred in connection with any of the above-referenced claims. The listing of claims waived in this paragraph is intended to be illustrative rather than exhaustive.

**Thus, to the extent permitted by law, DIXON acknowledges and agrees that this Agreement constitutes a full and final bar to any and all rights, claims and causes of action of any type, to recover damages, compensation or any consideration whatsoever, including attorney's fees and costs, that she had, now has, or may have against the COUNTY and each and every one of the COUNTY's current and former commissioners, officials and officers, directors, agents, administrators, attorneys, and employees, in both their official and**

**individual capacities, and their successors and assigns, related to or arising out of her employment with the COUNTY, from the beginning of the world up to and including the date of this Agreement. DIXON further acknowledges and agrees that the consideration set forth in Paragraph 2 above constitutes full, final and total satisfaction for any and all rights and claims set forth in this waiver and release. However, nothing in this waiver and release prohibits DIXON from applying for unemployment compensation benefits.**

6. DIXON agrees that, with respect to the claims she is waiving herein, she is waiving not only her right to recover money or other relief in any action that she might institute, but also that she is waiving her right to recover money or other relief in any action that might be brought on her behalf by any other person or entity, including but not limited to the United States Equal Employment Opportunity Commission or any other federal, state or local governmental agency or department.

7. DIXON agrees that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission of any liability or unlawful conduct of any kind by the COUNTY and each and every one of the COUNTY's current and former commissioners, officials, officers, directors, agents, administrators, attorneys, and employees, in both their official and individual capacities, and their successors and assigns.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Its language shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

9. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall



remain in full force and effect.

10. This Agreement sets forth the entire agreement between the COUNTY and DIXON, and shall supersede any and all prior agreements or understandings between the parties. It may not be amended except by a written agreement signed by the parties hereto or their respective administrators, trustees, personal representatives, and successors.

11. In the event that either the COUNTY or DIXON institutes legal proceedings for breach of the terms of this Agreement, it is stipulated and agreed that such a claim shall be heard and determined by the court, not by a jury, in Palm Beach County, Florida. Furthermore, each party shall bear their own costs, fees, or other expenses including attorney's fees incurred in connection with any such claim.

12. DIXON acknowledges that before executing this Agreement, she has carefully read and fully understands its terms, including the waiver and release contained in Paragraph 5 above. DIXON further acknowledges that she has had sufficient time and opportunity to carefully review and consider this Agreement, to consult with an attorney of her choosing regarding this matter, and to carefully review the contents of this Agreement with her attorney, and that she fully understands all of its provisions.

THE PARTIES HAVE READ, UNDERSTOOD AND FULLY CONSIDERED THIS AGREEMENT AND ARE MUTUALLY DESIROUS OF ENTERING INTO SUCH AGREEMENT. THE TERMS OF THIS AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN THE COUNTY AND DIXON HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THEREBY THE BENEFITS SET FORTH IN PARAGRAPH 2

ABOVE, DIXON FREELY, KNOWINGLY, VOLUNTARILY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SEPARATION AGREEMENT, WAIVER AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS AGAINST THE COUNTY AS SPECIFICALLY SET FORTH HEREIN.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Resignation, Waiver, and General Release as of the date set forth above.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

THE BOARD OF COUNTY  
COMMISSIONERS OF PALM BEACH  
COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Burt Aaronson, Chair

WITNESSES:

Stephanie Sejnroha  
(Signature)

Stephanie Sejnroha  
(Print Name)

Midge Keegan  
(Signature)

Midge Keegan  
(Print Name)

NANCY A. DIXON

By: Nancy A. Dixon  
Nancy A. Dixon

Date: 5/27/10

APPROVED AS TO TERMS  
AND CONDITIONS

Vincent J. Bonvento  
Vince Bonvento, Director  
PBC Public Safety Department

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

ETWC  
Ernest Chasseur  
Assistant County Attorney



# Exhibit A

County Group Health Insurance

**EXHIBIT "A"**

**COUNTY GROUP HEALTH INSURANCE**

- (1.) DIXON, and any of DIXON's eligible dependent's covered by the County's group health insurance plan as of June 30, 2010, can remain on the County's group health insurance plan from July 1, 2010, through June 30, 2013.
- (2.) The extension of County insurance under this Agreement specifically applies to the County's group health insurance plan only, and does not apply to any other insurance or benefits provided by the County.
- (3.) The County will pay the same designated portion and amount toward DIXON's County group health insurance premium on behalf of DIXON and DIXON's eligible covered dependents, if any, for County group health insurance coverage under this Agreement, that the County pays toward the County group health insurance premium for active County employees with like coverage for themselves and their eligible covered dependents, if any.
- (4.) While covered by the County's group health insurance plan under this Agreement, DIXON must, in a timely manner, continue to pay the County the same designated portion and amount of DIXON's County group health insurance premium for DIXON and her eligible covered dependents, if any, that active County employees with like coverage must pay toward their County group health insurance premium for themselves and their eligible covered dependents, if any.
- (5.) Any future adjustment initiated by the County to the designated portion or amount that active County employees must pay toward their County group health insurance premiums, and the designated portion or amount that the County must pay toward those premiums shall also apply to DIXON.
- (6.) If DIXON changes coverage or adds any eligible dependents after June 30, 2010, to the County group health insurance plan under this Agreement, then DIXON is responsible for, and must pay, the full amount of any resulting net increase to the total County health insurance premium for DIXON and DIXON's eligible covered dependents, if any.

(NOTE: EXHIBIT A continued on following page.)

**EXHIBIT A (CONTINUED.)**

**COUNTY GROUP HEALTH INSURANCE**

- (7.) Notwithstanding anything in this Agreement to the contrary, County group health insurance coverage under this Agreement, and the County's obligation under this Agreement to pay any portion of the County group health insurance premium for and on behalf of DIXON and DIXON's eligible covered dependents, if any, shall end upon the occurrence of any one of the following:
- (A.) DIXON fails to make payment toward her group health insurance premium as required by this Agreement within thirty(30) days of the payment due date;
  - (B.) DIXON obtains any other health insurance coverage, excepting Medicare or Medicaid, after June 30, 2010; or
  - (C.) The death of the DIXON.
- (8.) Please note that the County's health plan contains a provision making Medicare primary for covered, Medicare-eligible individuals after separation from County employment. Therefore, DIXON and any of DIXON's eligible dependents covered by the County's health plan under this Agreement should enroll in Medicare Part B immediately upon becoming Medicare-eligible. (See section titled "Medicare Eligibles" in the Cigna Summary Plan Document.)
- (9.) County group health insurance coverage provided under this Agreement shall be subject to all terms and provisions of the County group health insurance plan, and shall be subject to any and all withholding, reporting and taxes required by law.

(Remainder of page intentionally left blank.)