

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into between NICHOLE ANDERSON, an individual, CCN # 8182 (hereinafter referred to as "EMPLOYEE"), and the Broward Sheriff's Office, (hereinafter referred to as "BSO") as follows:

WHEREAS, EMPLOYEE is currently employed by BSO in the rank/position of Colonel/Undersheriff; and,

WHEREAS, EMPLOYEE is an at-will employee having previously accepted a BSO offered promotion to a confidential/managerial position, and has no rights to continued employment under Florida law; and,

WHEREAS, BSO and EMPLOYEE desire to establish the conditions upon which EMPLOYEE will separate from BSO at the end of their employment, including receipt of certain benefits available to other job classifications of subordinate rank.

NOW, THEREFORE, in consideration of these mutual covenants contained in this agreement, EMPLOYEE and BSO ("the parties"), intending to be legally bound, do hereby stipulate and agree as follows:

1. That all of the above representations are true and correct.
2. Upon EMPLOYEE's separation from BSO, EMPLOYEE shall be



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2. Upon EMPLOYEE's separation from BSO, EMPLOYEE shall be entitled to the benefits outlined herein. The parties acknowledge that eligibility for any retirement status is to be made by the State of Florida Division of Retirement. EMPLOYEE has been advised by BSO to make an independent inquiry to the State of Florida Division of Retirement to determine their eligibility prior to execution of this Agreement and/or separation from BSO. BSO shall facilitate EMPLOYEE's communication with the State of Florida Division of Retirement and allow for any subsequent retirement account changes prior to separation.

3. EMPLOYEE's separation will be considered in "good standing", and BSO will respond to any requests received for professional reference(s) on behalf of EMPLOYEE as "Retired in good standing".

4. To the fullest extent permitted by law, upon separation, EMPLOYEE agrees not to make or endorse any disparaging or negative remarks or statements (whether oral, written, or otherwise) concerning the Sheriff, BSO, or any of its past and present officers, directors, agents, and/or employees. Nothing in this paragraph or Agreement is to be construed to preclude EMPLOYEE or any individual from communicating with any government agency, including the Equal Employment Opportunity Commission (herein after "EEOC"), the National Labor Relations Board ("NLRB"), and/or otherwise participating in any investigation or proceeding that may be conducted by any government agencies in connection with any charge or complaint, whether filed by EMPLOYEE, on EMPLOYEE's behalf, or by any other individual. In the event of a breach of


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this Section, EMPLOYEE agrees to pay BSO attorneys' fees and costs incurred in any action brought to enforce the terms, or establish breach of this Paragraph.

5. Until EMPLOYEE becomes eligible for Medicare, BSO agrees to pay the full cost of the medical insurance premium for the medical insurance plan that EMPLOYEE is eligible for and enrolled in, including dental and vision care, as such coverages are available to BSO employees throughout BSO, but in no event will the level of coverage be diminished unless coverage is also diminished for BSO's Executive Staff, in which case EMPLOYEE's coverage will be diminished in the same manner. EMPLOYEE shall have the right to select the medical, dental and vision insurance Provider, Level (Single, Family, or similar) and Plan (HMO, POS, PPO or similar) from the list of available BSO medical, dental and vision insurance providers on an annual basis during BSO's applicable annual enrollment period. At no time during the period in which BSO is paying for EMPLOYEE'S health insurance as set forth in this Section, shall EMPLOYEE be without health insurance due to BSO changing providers or coverages. Premiums shall be paid by BSO directly to the insurance providers. EMPLOYEE shall have the right to utilize the BSO provided other post-employment benefit (OPEB) credit toward the cost of the Group Health Plan, set at the maximum rate of fifty percent (50%), adjusted on an annual basis, for any Group Health Plan insurance premium charged after EMPLOYEE becomes eligible for Medicare. If EMPLOYEE does not wish to continue to participate in the BSO Group Health Plan and waives medical insurance through BSO, a monthly stipend shall be paid by BSO directly to the EMPLOYEE. The stipend shall be a fixed amount


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equal to fifty percent (50%) of the premium paid by BSO, on behalf of EMPLOYEE, utilizing the premium rate for the Group Health Plan EMPLOYEE is enrolled in at the time of separation. EMPLOYEE may choose to re-enroll and participate in the BSO Group Health Plan at any time during BSO's applicable annual enrollment period; however, EMPLOYEE shall not receive the stipend during the time period EMPLOYEE is re-enrolled in the BSO Group Health Plan. EMPLOYEE shall maintain the right to participate in any life insurance plan offered to all BSO retirees. BSO agrees to continue to pay the full cost of the life insurance premium for the term life insurance plan EMPLOYEE is eligible for and enrolled in at the time of separation from BSO.

6. EMPLOYEE will receive payment for all of their accumulated annual leave, holiday leave, sick leave, sick leave bonus day(s), personal day, and compensatory time as posted upon their separation regardless of leave caps or DROP payouts. Payment shall be computed at the rate of EMPLOYEE'S pay for the highest rank or position the employee held after the effective date of this Agreement, unless a demotion in rank or position is requested by employee and approved by BSO. Payment will be made in one lump sum, minus applicable taxes. Payment will be made to EMPLOYEE no later than close of business on the date of separation from BSO.

7. BSO agrees to indemnify EMPLOYEE for all expenses, including attorney's fees, to the extent admissible by law and in accordance with Sections 768.28 and 111.065, Florida Statutes, if EMPLOYEE is found liable in any civil court of competent jurisdiction, for any negligent acts or negligent omissions while


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performing within the scope of employment with BSO.

8. EMPLOYEE shall cooperate with BSO regarding any agency matters relating to events or occurrences as part of their employment with BSO, including but not limited to testifying or providing information requested by BSO, or any other formal proceedings. BSO agrees to provide regular per diem compensation equal to the current rate of pay for the last rank achieved by EMPLOYEE, plus any travel, lodging, or associated out of pocket costs for attendance at any proceeding arising out of EMPLOYEE's employment with BSO. Any payments under this Section shall be made to EMPLOYEE within ten (10) days of EMPLOYEE's attendance at any such proceeding.

9. Upon the execution of this Agreement and submission of a separation form, EMPLOYEE expressly waives any and all legal or equitable right(s) or claim(s), whatsoever, to reinstatement or reemployment by BSO. EMPLOYEE further acknowledges that the separation is voluntary and renders them ineligible for unemployment compensation benefits.

10. Notwithstanding any provision(s) herein to the contrary, EMPLOYEE may apply for employment with BSO at some future date and BSO shall have the sole discretion as to whether to reemploy EMPLOYEE at such time.

11. This Agreement is executed based upon the particular circumstances of this matter, and does not establish a precedent or past practice for the resolution of other employment decisions. Neither EMPLOYEE nor any other party may use this decision or


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Agreement in any subsequent proceeding for any purpose, including disparate treatment.

12. The parties agree that this Agreement shall be interpreted pursuant to the laws of the State of Florida, and that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement may only be brought in a state court located in Broward County, Florida and each of the parties hereby consents to the jurisdiction of such court. If any provision, or any part thereof, in this Agreement is found to be invalid by a court of competent jurisdiction, such judicial determination shall not affect the validity of any other provision(s) or part(s) of this Agreement.

13. BSO and EMPLOYEE agree that this Agreement constitutes their final and complete understanding with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning any matters directly, indirectly, or collaterally related to the subject matter of this Agreement.

14. BSO and EMPLOYEE agree that this Agreement cannot be amended or modified except by express written consent of the parties hereto.

15. EMPLOYEE acknowledges that they have read and understand this Agreement and knowingly and voluntarily enters into this Agreement of their own free will. EMPLOYEE and BSO agree to be bound by its terms and conditions. EMPLOYEE represents that no


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coercion, duress or improper influence has been exerted by BSO.

16. EMPLOYEE acknowledges that they have been given a reasonable time within which to consider this Agreement, which period has been at least ten (10) days prior to its execution. Further, EMPLOYEE acknowledges their right to revoke this Agreement for a period up to seven (7) days following the execution of this Agreement. Upon EMPLOYEE revoking said Agreement within the seven (7) day period, the Agreement shall not be effective or enforceable. EMPLOYEE acknowledges their awareness of the time requirement to consider and right to revoke this Agreement, pursuant to 29 U.S.C. §626(f)(1)(G).

17. EMPLOYEE has carefully read and understands this Agreement and acknowledges that BSO has not made any representations other than those contained herein. EMPLOYEE also acknowledges that they have been advised to consult with an attorney or legal representative of their choice. EMPLOYEE acknowledges an ample opportunity to secure legal advice, or confer with an attorney or legal representative of their choice regarding the terms and conditions of this Agreement and its content, substance and legal significance, prior to its execution. EMPLOYEE represents that they are satisfied with the legal advice and representation provided to them during the negotiation and execution of this Agreement. EMPLOYEE represents that they suffer from no legal or medical impediment or inability to enter into this Agreement.


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18. For and in exchange for the above consideration from BSO, to which EMPLOYEE would not otherwise be entitled and except as otherwise stated in this Agreement, upon separation, EMPLOYEE does hereby release, acquit, satisfy, and forever discharge BSO, the Sheriff, in either his individual capacity or in his official capacity, and each and every one of BSO's former and current members, deputies, agents, officers, employees, attorneys and officials, in either their official capacities or as individuals, as well as their successors and assigns, from any and all actions, causes of actions, claims, charges, demands, damages, expenses or costs of whatever nature, known or unknown, foreseen or unforeseen, whether in tort or contract, in law or in equity, or arising under or by virtue of any federal, state or local statute, ordinance or regulation, for injuries, losses and damages of any and every kind, including but not limited to earnings, wages and employment benefits of every kind which have accrued or may ever accrue to EMPLOYEE, their heirs, executors, legal representatives, successors or assigns by reason of any matter, cause or thing whatsoever from the beginning of the world to today, including, but not limited to, all matters arising out of EMPLOYEE's employment with BSO and discipline by BSO.

However, nothing in this agreement shall be construed to limit or prohibit EMPLOYEE from filing a charge with or participating in any investigation or proceeding being conducted by the EEOC or any similar state or local agency. Notwithstanding this, EMPLOYEE agrees to waive their right to recover any money damages associated therewith.

19. Within three (3) business days, EMPLOYEE will return all



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vehicles, weapons, equipment, property and supplies issued by BSO.

20. The terms and conditions of this Agreement shall be binding upon the parties' successors and assigns, and as to the accrued leave payments described in this Agreement, EMPLOYEE's heirs and beneficiaries.

IN WITNESS WHEREOF, BSO and EMPLOYEE have executed this agreement in Broward County, Florida on the date(s) indicated below.

EMPLOYEE


NICHOLE ANDERSON

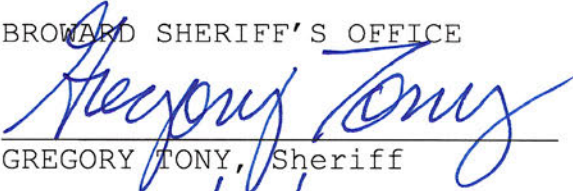
Date: 3/30/21

Approved as to legal form and sufficiency:

Legal Representative

Date: _____

BROWARD SHERIFF'S OFFICE


GREGORY TONY, Sheriff

Date: 3/30/21

Approved as to legal form and sufficiency:


Terrence Lynch, General Counsel

Date: 4/6/21


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