

WAIVER AND RELEASE

THIS WAIVER AND RELEASE ("Waiver and Release") is entered into this 10th day of August, 2015 (the "Effective Date"), by JONDA K. JOSEPH ("Employee");

WHEREAS, Employee executed an Employment Contract, dated March 19, 2004 ("Employment Contract") and began her employment with the City of Fort Lauderdale ("Employer") on or about May 3, 2004, and was last employed as a Charter Officer in the position of City Clerk; and

WHEREAS, Employee's employment with Employer terminated, effective July 24, 2015, based upon Employee's resignation on July 7, 2015; and

WHEREAS, Employee and Employer desire to set forth the terms and conditions governing Employee's separation of employment and to provide for the settlement and release of any and all actual or potential disputes or controversies that have or may have arisen, or which may hereafter arise, between Employee and Employer, including without limitation, any and all claims arising out of or in any way related to Employee's employment with or separation from the Employer; and

WHEREAS, pursuant to Section 5(A) of the Employment Contract, and upon termination of employment, Employee is entitled to a lump sum cash severance payment equal to three (3) months' aggregate salary;

WHEREAS, in accordance with, and in addition to, the terms and conditions of the Employment Contract, and any retirement and other earned and accrued benefits that is by policy available to all employees at the time of separation, and in accordance with the limitations set forth in §215.425, Fla.Stat., Employer is offering to Employee a lump sum cash severance payment equal to an additional six (6) weeks of compensation at

**Waiver and Release
Jonda K. Joseph**

Employee's current rate of pay, conditioned upon Employee executing this Waiver and Release,

NOW THEREFORE, the Employee agrees as follows:

1. That the foregoing recitals are true and correct and by reference are incorporated herein.

2. Employee, for and in consideration of the mutual covenants and promises contained herein, and a lump-sum severance payment, equal to eighteen weeks of regular pay, in the amount of **Thirty-Nine Thousand, Two Hundred Eighty-Three Dollars and 20/100 (\$39,283.20)**, less payroll deductions required by law, the receipt and sufficiency whereof is hereby acknowledged, hereby knowingly and voluntarily waives, releases and discharges Employer, and all of Employer's elected and appointed officers, commissioners, attorneys, agents and employees, in their respective official capacities and as individuals, and insurance carriers from any and all claims or causes of action arising out of or in any manner connected with the acts or omissions which occurred up to the expiration of the consideration and revocation periods set forth in Sections 10 and 11 herein, whether known or unknown, fixed or contingent, which Employee may or could have or claim to have against Employer pursuant to the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201-209; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e to 2000e-17; the Civil Rights Act of 1866, as amended, 42 U.S.C. §1981; the Civil rights Act of 1871, as amended, 42 U.S.C. §1983, 1985; Executive Order 11246; the Rehabilitation Act of 1973, as amended, 29 U.S. C. §701-796i; the Employee Retirement Income Security Act, as amended, 29 U.S.C. §141-187; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621-634; the Equal Pay Act, 29 U.S.C.

**Waiver and Release
Jonda K. Joseph**

§206(d); the American with Disabilities Act of 1990, as amended, 42 U.S.C. §12101-12212; The Family and Medical Leave Act of 1993, Pub.L.No. 103-3 (1993); the Florida Civil Rights Act, as amended, Fla. Statute §760.01-760.11), the Constitution of the State of Florida, and the Florida Public Employees Relations Act, and any and all amendments to any and all of the foregoing laws, and any other federal or state law or local ordinance dealing with employment discrimination and retaliation on grounds such as age, sex, race, color, national origin, citizenship, religion, political affiliation, disability/handicap, age, marital or familial status, sexual orientation, filing a workers' compensation claim, whistleblowing, and particularly on account of all injuries and damages, known and unknown, to person, property, reputation, character, and mental and emotional condition, of whatever nature, which may have resulted or may in the future develop, directly or indirectly, in connection with Employee's employment with Employer that could have been raised in any claim or action against any of the parties hereby released. Employee further agrees that this Waiver and Release includes any and all claims based upon theories of contract or tort, whether based on common law, Florida laws, Florida statutes, the Charter of the City of Fort Lauderdale, Florida, local ordinances, rules or provisions or otherwise.

Employee understands that the laws and claims listed above are merely examples of the claims she is releasing. Thus, Employee understands and agrees that this Waiver and Release is a full and complete bar to any and all claims of any type related to Employee's employment with Employer that might be asserted by Employee or on Employee's behalf against Employer regardless of whether or not Employee presently has knowledge of any such claim or claims.

**Waiver and Release
Jonda K. Joseph**

Employee also agrees that she will never sue Employer or pursue any administrative hearing or remedy before any administrative board or entity, including but not limited to Employer's Civil Service Board, concerning any claim that Employee may have relating to Employee's employment with Employer. However, Employee understands that this Waiver and Release does not waive rights or claims that may arise after the expiration of the twenty-one (21) day consideration period and the seven (7) day revocation period set forth in Sections 10 and 11 herein.

3. The compensation associated with this Waiver and Release constitutes sufficient consideration for the rights and claims Employee is waiving. Absent Employee's voluntary execution of this Waiver and Release, Employee would not otherwise be entitled to that consideration.

4. Nothing contained herein is intended to waive, release, or reduce any retirement benefits Employee has available under Employer's General Employees' Retirement System or any other available post-employment benefits, or Employee's option to maintain Employee-paid enrollment in Employer's retiree health insurance plan, including any available subsidies, that is by policy available to certain eligible employees upon retirement from Employer.

5. Nothing contained herein is intended to waive, release, or reduce any of Employee's claims for unemployment compensation benefits or workers' compensation benefits. Employee understands and acknowledges that Employer has made no representation as to whether Employee is or is not qualified or eligible for such benefits, but Employer reserves the right to do so in the future. Furthermore, nothing contained herein is intended to waive or release any of Employee's claims for health insurance

**Waiver and Release
Jonda K. Joseph**

benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA), nor does anything herein prohibit Employee from filing a charge with the United States Department of Labor, Equal Employment Opportunity Commission (EEOC) or from participating in an investigation or proceeding conducted by the EEOC.

6. Employee acknowledges that Employee has been encouraged by Employer to consult with an attorney of her choice prior to signing this Waiver and Release and that Employee has been given adequate time to consult with an attorney prior to executing this Waiver and Release.

7. Employee acknowledges and it is understood that Employer will provide Employee with a neutral reference consisting only of dates of employment, position held, and if requested, final salary.

8. Employee acknowledges and it is understood that Employer and Employee have agreed to refrain from making negative, derogatory, and/or defamatory statements about each other, whether verbal or written.

9. Employee acknowledges and it is understood that nothing herein shall limit or affect Employer's duty, if such duty exists pursuant to Florida law, including but not limited to the limitations set forth in §768.28, Fla.Stat., as well as pursuant to Employer's Charter, Ordinances, or any other of Employer's regulations and/or policies, to defend and indemnify Employee against any tort, professional liability claim, demand, or other legal action, arising out of any act or omission by Employee that is determined by Employer to be within the course and scope of Employee's duties and responsibilities as City Clerk.

10. In accordance with the Older Workers Benefits Protection Act (OWBPA), Employee acknowledges and agrees that she has been afforded a reasonable period of

**Waiver and Release
Jonda K. Joseph**

time of not less than twenty-one (21) days within which to consider and accept the terms of this Waiver and Release and decide whether to sign this Waiver and Release. Employee acknowledges that he may use all or any part of this period of time and that if she chooses to sign this Waiver and Release prior to the expiration of the twenty-one (21) day period, she will waive the remainder of the time for consideration.

11. In accordance with the Older Workers Benefits Protection Act (OWBPA), Employee acknowledges and understands that after execution of this Waiver and Release she has a period of seven (7) calendar days within which to revoke execution of the Waiver and Release, and that this Waiver and Release and her election to proceed with this Waiver and Release will not become effective or enforceable until the seven (7) calendar day revocation period has expired. Employee further understands that in order to revoke execution of this Waiver and Release, Employee must hand-deliver a written Notice of Revocation to Employer's Human Resources Director, at 100 North Andrews Avenue, Third Floor, Fort Lauderdale, Florida, before the end of the seventh calendar day after execution of the Waiver and Release. The written Notice of Revocation must attach a copy of the Waiver and Release executed by the Employee and must be signed by the Employee and clearly state: "I hereby revoke execution of the attached Waiver and Release." In the event that Employee exercises her right to revoke execution of the Waiver and Release, Employee will not be eligible to receive the severance payment available under this Waiver and Release. Employee understands that if she chooses not to sign this Waiver and Release or to timely revoke execution thereof, that the Employee shall not be eligible for the payment of severance benefits as set forth herein. Employee acknowledges, understands and agrees that the severance payment described herein will

Waiver and Release
Jonda K. Joseph

not be disbursed until after expiration of the twenty-one (21) day period for consideration and acceptance of this Waiver and Release and expiration of the additional seven (7) day period to revoke this Waiver and Release.

12. Employee acknowledges and affirms that Employee has read and fully understands the terms and conditions of this Waiver and Release. Employee further acknowledges and affirms that Employee has not relied upon any representations, promises, or agreements of any kind made to or with Employee in connection with his decision to sign this Waiver and Release, except those specifically set forth herein.

13. Employee has voluntarily executed this Waiver and Release on Employee's own behalf and also on behalf of any heirs, agents, representatives, successors and assigns that Employee may have now or in the future.

14. Employee understands and agrees that this Waiver and Release shall be governed by and construed in accordance with the laws of the State of Florida. If any part of this Waiver and Release is declared illegal or unenforceable by a court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, and the remainder of the Waiver and Release shall continue to have full force and effect. Venue for any lawsuit arising out of this Waiver and Release, and for any other legal proceeding between Employee and Employer, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

15. Employee hereby acknowledges that she fully understands the terms of this Waiver and Release and this document is a complete integration of the terms of the Release and Waiver, and that Employee has entered into this Waiver and Release with the intention that it be a full and final compromise and settlement of all claims by Employee.

Waiver and Release
Jonda K. Joseph

IN WITNESS WHEREOF, the Employee executes this Waiver and Release this
10 day of August, 2015.

Witnesses:

Maura Richards
Signature of Witness

Jonda K. Joseph
JONDA K. JOSEPH

Maura Richards
Print or type name

Carla Foster
Signature of Witness

Carla Foster
Print or type name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 10 day of August,
2015, by JONDA K. JOSEPH.

(SEAL)

Jolene K. Chism
Notary Public, State of Florida
(Signature of Notary Public) **JOLENE K. CHISM**
MY COMMISSION # FF 033582
EXPIRES: July 22, 2017
Provide The Budget Notary Service
(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced _____