

SEVERANCE AGREEMENT
AND GENERAL RELEASE

This Severance Agreement and General Release (“Agreement”) is made and entered into by and between **Wilbur Dean** (“Mr. Dean”) and **Levy County, a political subdivision of the State of Florida**, including current and former administrators, officers, employees, agents, and insurers (collectively referred to as the “County”). Mr. Dean and the County are collectively referred to as “the Parties” throughout this Agreement.

WHEREAS, at the June 18, 2024 Special Meeting for the County Budget, Mr. Dean publicly announced that he would be separating from County employment no later than February 2025. Mr. Dean followed up with a written letter dated June 24, 2024 that stated his intention “to make a smooth transition as the Board goes through the process of selecting new leadership”;

WHEREAS, at the July 2, 2024 Regular Meeting, the Board discussed the resignation of Mr. Dean, reviewed and discussed several options available to select new leadership and Mr. Dean reiterated his availability to serve through the end of February as needed by the Board, subject to taking some accrued vacation time;

WHEREAS, after much discussion at the July 2, 2024 Meeting, the Board directed the preparation of an ordinance to adopt Part III of Chapter 125, Florida Statutes, known as the County Administration Law of 1974; and to finalize a County Manager job description and advertise the position starting Friday, July 5 to find the best qualified candidate;

WHEREAS, the County Manager job description was posted on July 5, with a closing date of August 2, 2024, and at the July 16, 2024 Regular Meeting, the Board discussed and finalized the hiring process for a County Manager to take place the last week of August;

WHEREAS, at the August 6, 2024 Regular Meeting, the Board heard a presentation from the County Attorney and approved Ordinance Number 2024-5 which adopts and implements Part III of Chapter 125, Florida Statutes, known as the County Administration Law of 1974, thereby establishing a “Commission - Administrator/Manager” form of government and creating the office of County Manager and “upon appointment of a county manager by the board, any reference to the county coordinator in any ordinance, resolution or other action of the board of county commissioners shall mean the county manager,” thereby eliminating the position of County Coordinator;

WHEREAS, the Board conducted County Manager interviews on August 28th and 29th, and, at the conclusion of the interviews, ranked Mary-Ellen Harper (an existing County employee) as the top applicant;

WHEREAS, on Tuesday, September 3, the Human Resources Director, Mr. Dean, Chair Mills and the County Attorney met with the top ranked applicant Mary-Ellen Harper. Shortly thereafter, the parties signed an Employment Agreement for Ms. Harper to begin her duties as County Manager on Monday, September 9th. At this meeting, there was some discussion of Mr. Dean's transition and need for an agreement to document that, but further consideration was necessary;

WHEREAS, on Monday, September 9th, Chair Mills, the County Attorney and Mr. Dean met, reviewed all transition options and agreed to present this Agreement to the Board;

WHEREAS, Chair Mills, the County Attorney and Mr. Dean find that this Agreement complies with relevant law, the adopted Levy County Personnel Policies and Procedures and serves a public purpose and recommend Board approval of this Agreement;

WHEREAS, Policy Number 303 of the Board adopted Levy County Personnel Policies and Procedures allows for the payment of severance pay in limited circumstances. The Board finds that the forgoing described factual circumstances are both limited and unique and are not precedent setting. Mr. Dean has no employment agreement with the County and has remained ready, willing and able to serve the County through the end of February 2025, regardless of what direction the process of selecting new leadership took and that process concluded much faster than anticipated; and

WHEREAS, the Parties desire to fully and completely resolve and settle any and all issues and claims, known and unknown, which the Parties have had or may have had between them with respect to Mr. Dean's employment with, resignation from and subsequent elimination of the County Coordinator position.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Terms of remaining employment, resignation, payout of accrued leave and severance

1. Mr. Dean agrees to remain employed from Monday, September 9, 2024 through and including Tuesday, September 17, 2024, and during that time his role and duties are limited to assisting Ms. Harper with any necessary transition questions/issues and taking care of necessary final tasks (e.g., cleaning out his office, turning in keys, completing paperwork) for the transition of County leadership.
2. Mr. Dean agrees to remain employed, but will take accrued vacation leave for 100 hours commencing on Wednesday, September 18, 2024 at 8am through and including

Friday, October 4, 2024 at noon, and during that time Mr. Dean has agreed he will be reasonably available, on his County cell phone, to Ms. Harper for any remaining transition questions/issues.

3. During the time of employment described in subsections 1 and 2, Mr. Dean will receive a continuation of health insurance benefits and other employment benefits he has been receiving.
4. In consideration for Mr. Dean's execution of this Agreement and his voluntary resignation effective at noon on Friday, October 4, 2024, County will provide Mr. Dean with 20 weeks of gross pay as severance pay, minus all normal withholdings, which will be paid on the next scheduled County pay day after October 4, 2024 or as soon thereafter as payment is processed by the Clerk's Office.
5. Additionally, County will, in accordance with its adopted Personnel Policies and Procedures provide a payout (calculated as of noon on Friday, October 4, 2024) of Mr. Dean's: (a) then accrued but unused vacation leave balance; and (b) one quarter of his then accrued by unused sick leave; all minus all normal withholdings, which will be paid on the next scheduled County pay day after October 4, 2024, or as soon thereafter as payment is processed by the Clerk's Office.

B. Complete and Voluntary Settlement and Release

1. Mr. Dean understands and agrees that payment of the severance and benefits continuation amounts set forth in Section A, Paragraphs 1 through 4, of this Agreement constitutes valuable consideration for his execution of this Agreement, and are monies that he is not otherwise entitled to receive.

2. Mr. Dean shall not be entitled to any other employment benefits as a result of his resignation from employment, except to any which may be mandated by law.

3. In consideration and conditioned upon Mr. Dean's resignation from employment as described above, Mr. Dean does hereby unconditionally, fully, and finally release and discharge from any and all duties, claims, rights, complaints, charges, damages, costs, expenses, attorney's fees, debts, demands, actions, obligations, liabilities, and causes of action of any and every kind, nature, and character whatever, whether known or unknown; whether foreseen or unforeseen; whether arising out of contract tort, statute, constitutional provision, settlement, equity or otherwise; whether past, present, or future; whether fixed, liquidated, or contingent; which he has, had, or may have in the future against based on any act or omission concerning any matter, cause, or thing arising prior to the date of this Agreement and up through the time of this Agreement's

execution. The aforementioned claims shall collectively be referred to as “Released Claims” throughout the remainder of this Agreement. The Released Claims include, but are not limited to, those directly or indirectly arising out of, or in any way pertaining to, claims arising under the First Amendment of the United States Constitution (“First Amendment”) pursuant to 42 U.S.C §1983 (“§1983”); Americans with Disabilities Act, 42 U.S.C. Section 12101, *et. seq.*; Civil Rights Act of 1871, 42 U.S.C. Sections 1981, 1983 1985 and 1986; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e *et. seq.*; the Pregnancy Discrimination Act, 42 U.S.C. Section 2000e(k); Section 760.01, *et. seq.*, Florida Statutes., otherwise known as the Florida Civil Rights Act of 1992; the Family Medical Leave Act, 29 U.S.C. Section 2601, *et. seq.*; the Age Discrimination in Employment Act, 29 U.S.C. Section 621; Chapter 447, *et seq.* Florida Statutes; the Fair Labor Standards Act, 29 U.S.C. Section 201, *et. seq.*; the Equal Pay Act, 29 U.S.C. Section 206 *et. seq.*; the Older Workers Benefit Protection Act of 1990; the Sarbanes-Oxley Act; Section 112.3187-112.31895 Florida Statutes, otherwise known as Florida’s Whistleblower Statutes; the Fair Credit Reporting Act; the United States Constitution; the Florida Constitution; Florida Statute, Section 440.205; Florida Statute, Section 448.103; Chapter 119, Florida Statutes (Florida’s Public Records Law); or any other federal, state or local law, ordinance, regulation, custom, rule or policy; or any cause of action in common law, including but not limited to actions in contract or tort, including any intentional torts; other claims of statutory violation and/or retaliation; constructive or wrongful discharge; negligence claims; contract claims; constitutional claims; claims for attorneys’ fees and costs, and any other claims or causes of action Mr. Dean has or may have had as a result of his employment and/or resignation from employment with the County.

4. Mr. Dean understands that he has twenty-one (21) days within which to fully consider the terms and substance of this Agreement before choosing to voluntarily execute it, unless he executes the “Acknowledgement and Voluntary Waiver” form attached to this Agreement, thereby waiving his right to the twenty-one (21) day period.

5. Mr. Dean understands that he is not entitled to receive the benefits outlined in Section A, Paragraphs 1 through 4, of this Agreement if he does not sign it, and he understands that he may revoke this Agreement within seven (7) days of signing it by communicating his revocation in writing and delivering it by hand delivery to the County Attorney. To be effective, the revocation must be received by 5:00 p.m. on the seventh (7th) calendar day following the date of Mr. Dean’s execution of this Agreement.

6. Mr. Dean acknowledges that he has been advised to consult with an attorney or any other person he chooses before entering this Agreement.

7. Mr. Dean recognizes that by signing this Agreement, and in consideration of the promises and covenants contained herein, he is specifically releasing, among other claims, any

claims he has, had, or may have had under the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et. seq.*, and the Older Workers Benefit Protection Act of 1990.

8. Mr. Dean acknowledges and declares that he has entered into this Agreement voluntarily and of his own free will, and that he understands all the terms of this Agreement.

C. Miscellaneous Terms and Conditions.

1. This Agreement constitutes the complete understanding between Mr. Dean and County. Mr. Dean especially acknowledges and declares that no other contract, promise, or inducement has been made, whether oral or written. This Agreement shall supersede any and all other agreements, whether oral or written, made or offered prior to the date of execution of this Agreement.
2. If any provision of this Agreement is found to be invalid or incapable of being enforced by reason of law, rule, or public policy, all other provisions shall, nevertheless, remain in full force and effect.
3. This Agreement is to be construed and governed in accordance with the laws of the State of Florida, and venue for any dispute is in Levy County, Florida.
4. No ambiguity in this Agreement shall be construed against any Party based upon a claim that the Party drafted the ambiguous language.
5. This Agreement, consisting of seven (7) pages (including the "Acknowledgement and Voluntary Waiver" form, attached hereto) is freely and voluntarily entered into by the Parties. The Parties acknowledge that they have read this Agreement, and that they understand the words, terms, conditions, and legal significance of this Agreement.
6. This Agreement shall be binding on the Parties and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said Parties and to their heirs, administrators, representatives, executors, successors, and assigns.

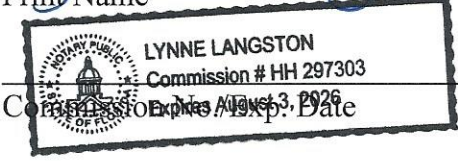
W. F. Dean
Wilbur Dean
Date: 9-10-24

STATE OF FLORIDA
COUNTY OF LEVY

SWORN TO AND SUBSCRIBED before me this 10th day of September 2024, by Wilbur Dean, who is personally known to me or has produced a _____ as identification.

Lynne Langston
Notary Public, State of Florida

Lynne Langston
Print Name



**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**

ATTEST
Clerk of the Circuit Court and
Ex-Officio Clerk to the Board

Danny J. Shipp

Desiree Mills, Chair

Approved as to form and legal sufficiency

Nicolle M. Shalley, County Attorney

ACKNOWLEDGMENT AND VOLUNTARY WAIVER


Wilbur Dean was presented with the foregoing Severance Agreement and General Release (“Agreement”) for his review on Monday, September 9, 2024. On that date, the County Attorney informed Mr. Dean that he is entitled to consider this proposed Agreement for twenty-one (21) days. In addition, he was encouraged to review the Agreement during that period with anyone of his choosing, including an attorney.

Mr. Dean has had the opportunity to fully review the Agreement, and acknowledges that he fully understands the terms contained in the Agreement and has voluntarily chosen to execute the Agreement prior to the expiration of this twenty-one (21) day consideration period.

Mr. Dean further acknowledges that he was also informed by the County Attorney on Monday, September 9, 2024 that once he executed the Agreement, he could revoke it at any time during the seven (7) calendar days following his execution of the Agreement. Mr. Dean fully understands that this Agreement will not be effective until this seven (7) calendar day revocation period has expired and the Agreement has been approved by the Board of County Commissioners.

Mr. Dean also acknowledges that if for any reason he chooses to revoke this Agreement in the next seven (7) calendar days, he will do so in writing by hand delivering a written revocation to the County Attorney’s Office at 355 Garner Street, Bronson, Florida.


Witness:



Wilbur Dean
Date: 9-10-24


Witness: