

FLAGLER COUNTY SHERIFF'S OFFICE

AND

ROBERT MYERS

AND

COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION

LAST CHANCE AGREEMENT

This Last Chance Agreement represents full and final settlement between, the Flagler County Sheriff's Office ("AGENCY"), Robert Myers ("EMPLOYEE") and the Coastal Florida Police Benevolent Association ("UNION"), collectively the PARTIES. The PARTIES freely and voluntarily agree to the following terms and conditions:

1. The AGENCY finds the EMPLOYEE engaged in behavior which violated General Order #020 III.A.1.c, Conformance to State and Federal Laws; III.2.e Use of Alcohol Off-Duty; III.A.2.f, Unbecoming Conduct. The EMPLOYEE admits to violating General Order #020 III.A.1.c, Conformance to State and Federal Laws and III.A.2.f, Unbecoming Conduct.
2. The EMPLOYEE and UNION acknowledge sustained policy violation(s) of the referenced General Order carries with it potential sanctions up to and including termination.
3. The EMPLOYEE requested expedited discipline and voluntarily waives the procedures outlined in General Order #19 and the Collective Bargaining Agreement.
4. In lieu of termination and in light of the EMPLOYEE's employment history with the AGENCY, as well as, his candor and acceptance of responsibility for the incident(s) the EMPLOYEE shall be Demoted and placed on Disciplinary Probation subject to the terms as outlined in this Agreement.
5. Effective August 10, 2022 the EMPLOYEE shall be demoted to a Deputy Grade 17, Step 15.
6. At his request the EMPLOYEE shall remain on his current shift rotation.

7. The EMPLOYEE shall receive any COLA increases which are provided to the AGENCY.
8. However, while he remains a Deputy his pay rate shall not exceed the pay rate of a Grade 17, Step 15, as adjust by any COLA increase, until his years of experience catch up to this pay rate.
9. The EMPLOYEE shall be placed on disciplinary probation for a period of eighteen (18) months. Within the period of disciplinary probation should any of the following occur the EMPLOYEE shall be terminated from further service:
 - a. Is involved in an off-duty issue where alcohol is involved; or
 - b. Has a sustained allegation of misconduct which could result in discipline; or
 - c. His level of performance drops to an unsatisfactory level.The PARTIES acknowledge this document serves as notice; therefore, the EMPLOYEE shall be terminated from service without any additional notice requirements which may be provided for in Florida Statute or General Order #019.
10. At twelve (12) months the EMPLOYEE may request the disciplinary probation be reduced. The AGENCY at its sole discretion may reduce the remaining probationary period.
11. While on disciplinary probation the EMPLOYEE is not eligible for a merit step increase.
12. While on disciplinary probation the EMPLOYEE is not eligible to be promoted or transferred to a specialty position.
13. While on disciplinary probation the EMPLOYEE is not eligible to serve on any specialty/collateral duty assignment.
14. The EMPLOYEE agrees, pursuant to the terms of this Agreement, to waive any and all appeal and grievance rights including but not limited to the Equal Employment Opportunity Commission, Public Employees Relations Commission, or any right to pursue arbitration as related to the terms of this Agreement or his termination, in the event he is found to have breached this Agreement.

15. The UNION waives its right to file a grievance, an unfair labor practice or any other legal action regarding this Agreement, the termination of the EMPLOYEE as part of this Agreement, or his termination in the event he is found to have breached this Agreement.
16. The UNION and the EMPLOYEE individually, waive, release, and forever discharge the AGENCY, its officers, agents, employees, and representatives (in their official and/or personal capacities) from any claims, demands, or causes of action, which the EMPLOYEE has or may have, arising from or implied in this appeal or any matter associated with this case. This release includes, but is not limited to, a release of all rights and claims under Title VII of the Civil Rights Act, 42 U.S.C. § 2000e et seq., as amended and the Age Discrimination in Employment Act, and any other administrative or judicial relief or any other type of relief, or of any claim to back pay, attorney's fees and costs, or other types of compensation.
17. The EMPLOYEE declares he has read and reviewed this Agreement. Having read the Agreement, the EMPLOYEE clearly understands and fully agrees with its terms and conditions. The EMPLOYEE affirms his acceptance of the Agreement is completely voluntary and the he waives any and all rights to contest the validity of this Agreement.
18. The EMPLOYEE further declares he voluntarily accepts the terms and conditions of this Agreement for purposes of making a full and final compromise of all claims of any nature that he may have in connection with the acts and statements described above.
19. By signing this Agreement the EMPLOYEE and the UNION have had a full opportunity to consult with counsel or any other representative of their choosing.
20. If any provision of the Agreement shall be held invalid or unenforceable, the remainder of the Agreement shall not thereby be held invalid or unenforceable.
21. The PARTIES recognize this document is a public record and as such is subject to release under Chapter 119 of the Florida Statutes.

22. This Agreement does not constitute an admission of fault, error, or wrongdoing by the AGENCY; rather this agreement is a reflection of good faith efforts to promote strong Labor-Management Relations. No provision in this paragraph or in this Agreement shall be construed as negating the EMPLOYEE's admissions made in ¶1 above.
23. The PARTIES agree the terms of this Agreement constitute the entire agreement among the parties and no other promises or representations, either express or implied, have been made or sought to induce acceptance of this Agreement. No other promises or agreements are binding unless memorialized in writing and signed by the EMPLOYEE, the UNION, and the AGENCY.
24. The PARTIES acknowledge there is adequate consideration for each and every promise contained herein.
25. Should a dispute arise regarding the implementation, interpretation or an alleged breach of this Agreement, no party to the Agreement will seek enforcement of this Agreement until that party first makes a good faith effort through the other party or that party's representative to resolve a difference of interpretation of the terms of the settlement and/or to have the other party cure an asserted failure of performance of the terms of the settlement.
26. The PARTIES agree they have full authority to enter into this Agreement and to make promises, obligations and consideration contained herein. The UNION's representative of record represents he is authorized to enter into this Settlement. The AGENCY's representative of record represents he is authorized to enter into this Settlement.
27. The PARTIES agree this Agreement is being entered into due to the unique circumstances of this case, and is not to be used as precedent for any other case.
28. This Agreement contains twenty-eight (28) paragraphs and five (5) pages.

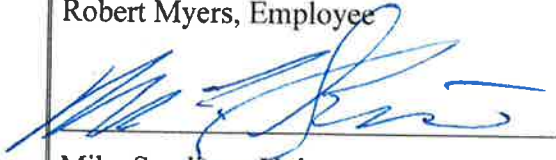
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The PARTIES declare that the terms of this agreement have been completely read, are fully understood, and are voluntarily accepted.



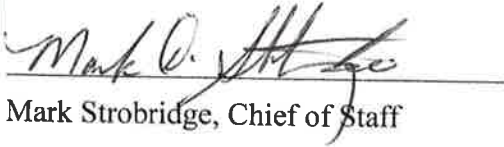
Robert Myers, Employee

8/16/22
Date



Mike Scudiero, Union

8/10/22
Date



Mark Strobbridge, Chief of Staff

08/14/2022
Date