



**Board of Commissioners
Agenda Item Transmittal Form
Agenda Request Transmittal Form**

Type of Request: Severance Agreement and General Release		C-2021-47
<input type="checkbox"/> Submission Information Contact Name: James F. Cabe Department: BOC/Chief of Staff	<input type="checkbox"/> Information Summary of Request and Justification: This is a Severance Agreement and General Release that is presented for review and consideration for former Director Jorge Diez. BOC approved 3-23-21	
<input type="checkbox"/> Department Director/Elected Official Signature I have reviewed the attached, and it is approved as to substance. Signature: N/A Date:	<input checked="" type="checkbox"/> Chief of Staff Signature I have reviewed the attached, and it is approved for processing. Signature: <i>Jas F. Cabe</i> Date: March 10, 2021	
<input type="checkbox"/> County Attorney Signature I have reviewed the attached, and it is approved as to form. Signature: Date:	<input type="checkbox"/> Director of Legislative Affairs/County Clerk Signature I have reviewed the attached, and it is approved for processing. Signature: <i>[Signature]</i> Date:	

Notes and Comments:

The attached Severance Agreement and General Release is presented for review and consideration.

SEVERANCE AGREEMENT AND GENERAL RELEASE

This Severance Agreement and Release (“Agreement”) is entered this 11 day of March, 2021, between Jorge Diez (“Diez”) and Rockdale County, Georgia (the “County”). The parties hereto agree as follows:

1. Diez’s Resignation: Diez has voluntarily resigned employment from the County from the position as Public Relations Director and the County has accepted such resignation effective February 26, 2021.

2. Severance Pay to Diez in Consideration of this Agreement: The County will pay to Diez, a lump sum payment which shall reflect the equivalent of the salary payments Diez would have received for the six-month time period had he remained employed with Rockdale County, at the same rate in existence as of his last date of employment. No further salary payments shall be made. The County shall, and is hereby authorized to, withhold and remit to the appropriate authorities, any federal, state or municipal income taxes, contributions on account of the Federal Social Security Act and all other amounts required to be withheld by law on such payments.

The parties agree and understand that such payments constitute sufficient consideration for all releases, promises and undertakings of Diez hereunder.

3. Accrued PTO. The County shall pay to Diez a lump sum payment which shall reflect the value of the accrued PTO in the amount of 155.2 hours earned during the course of his employment. Diez will receive notification of rights to elect to continue certain insurance benefits under the COBRA laws. Any County-funded or employee-contributed retirement funds shall be treated in accordance with Rockdale County qualified benefit plan documents.

4. County Records, Documents, Property and Cooperation. Diez acknowledges he has returned to the County all its records, correspondence and documents, including all copies. Diez has returned or appropriately destroyed all other County property including without limitation, identification card, credit cards, telephone, laptop computer, tablet computer, pager and keys. Diez agrees he will not use or disclose, on his own behalf or on behalf of anyone or any entity, confidential, proprietary, or trade secret information received in connection with his employment with the County, except that Diez may disclose such confidential, proprietary, or trade secret information as may be required by a valid court order or subpoena properly issued by a governmental authority or court.

5. Full and General Release of Rockdale County by Diez.

IN CONSIDERATION OF THE SPECIAL SEPARATION PAY AND OTHER BENEFITS HEREIN EXTENDED TO DIEZ BY THE COUNTY, DIEZ HEREBY RELEASES IN FULL ANY AND ALL CLAIMS, DEMANDS, WHETHER KNOWN OR UNKNOWN, AGAINST THE COUNTY OR ANY OF ITS PRESENT OR FORMER ELECTED OFFICIALS, EMPLOYEES, DIRECTORS, OFFICERS, ATTORNEYS, CONTRACTORS, AGENTS, OR CONSULTANTS, INCLUDING WITHOUT LIMITATION COMMON LAW TORT OR CONTRACT CLAIMS OF ANY KIND, CLAIMS, OR DEMANDS ARISING EITHER DIRECTLY OR INDIRECTLY OUT OF DIEZ’ PRESENT OR PAST EMPLOYMENT RELATIONSHIP WITH THE COUNTY, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OR RIGHTS UNDER THE U.S. OR GEORGIA CONSITUTIONS, TITLE VII OF

THE CIVIL RIGHTS ACT OF 1964, THE CIVIL RIGHTS ACT OF 1991, THE AMERICANS WITH DISABILITIES ACT, AS AMENDED OR SIMILAR LAWS AND REGULATIONS, WHETHER STATE OR FEDERAL.

6. Voluntary Agreement; Right to Counsel. Diez agrees and represents he fully understands his right to have this Agreement reviewed by and to discuss all aspects of this Agreement with his personal attorney should he desire to avail himself to such a right.

7. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Georgia, without regard to conflicts of laws principles.

8. Entire Agreement. This Agreement constitutes the entire agreement between Diez and the County with respect to the termination of his employment relationship, and the parties agree there were no inducements or representations leading to the execution of this Agreement, except as contained in this Agreement. This Agreement may not be changed orally, but only in writing signed by both parties. No breach of any provision of this Agreement can be waived by the undersigned party unless in writing. Waiver of any one breach by an undersigned party shall not be deemed to be a waiver of any other provision of this Agreement.

9. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

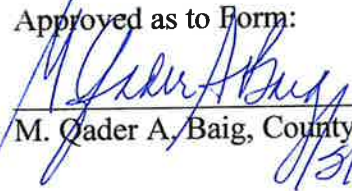
10. Approval. Any payments or other performance on the part of Rockdale County called for by this Agreement shall be made at the earliest practicable time following formal approval or by ratification of this Agreement by the Rockdale County Commission in accordance with law and the expiration of any revocation period, if any exists.

Accepted and Agreed:

By: 
Jorge Diez


Attest:


Jennifer Rutledge, County Clerk

Approved as to Form:

M. Qader A. Baig, County Attorney

**Rockdale County, Georgia
Board of Commissioners**

By: Opposed
Oz Nesbitt, Sr., Chairman

By: 
Sherri L. Washington

By: 
Doreen L. Williams