

EMPLOYMENT SEPARATION AGREEMENT AND GENERAL RELEASE

This Employment Separation Agreement and General Release ("Agreement") is made by and between the City of Lynn Haven, Florida, ("Employer") and Michael E. White ("Employee").

WHEREAS, Employee was employed by the Employer pursuant to an Employment Agreement dated August 22, 2017; and

26th WHEREAS, the Employee elected to voluntarily resign from the Employer effective this day of March, 2019.

NOW, THEREFORE, the Employer and Employee further agree as follows:

1. Employee acknowledges that the Employer will show in its records that the Employee resigned from his employment on March 26th, 2019. The Employer shall not challenge any application that the Employee may make for unemployment compensation benefits.

2. Employee agrees that his resignation from the Employer is permanent and he promises he will not hereafter seek employment with the City of Lynn Haven, including its agencies and subdivisions. Employee agrees that such entities have no obligations, contractual or otherwise, to consider him for re-employment or to re-employ him in the future and that this agreement constitutes a valid, legitimate, non-discriminatory and non-retaliatory reason to deny him future employment with the City.

3. Employer agrees to provide the necessary assistance to Employee to complete documents required to effectuate the rollover of his retirement, if Employee so chooses.

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4. Release. In consideration of the payments and other consideration provided for in this Agreement and as follows: (1) Employer shall pay accrued salary in the amount of \$5,691.20; (2) Employer shall pay Employee's accrued Personal Time Off in the amount of \$21,342.00; (3) Employer shall pay Employee's full accrued sick leave in the amount of \$5,122.08; (4) Employer shall pay a *pro rata* portion of Employee's car allowance in the amount of \$375.00; (5) Employer shall pay a *pro rata* portion of Employee's health insurance allowance in the amount of \$336.20; (6) Employer shall pay a *pro rata* portion of Employee's cellular phone allowance in the amount of \$37.50; and (7) Employer shall pay the costs of repair for Employee's personal ATV which was damaged while being used for official City business following Hurricane Michael in the amount of \$14,000.46.

5. The parties shall each bear their own attorney fees and costs.

6. Employee affirms he has not suffered any work-related injuries which have not been reported pursuant to established reporting procedures.

7. Releases – By Employee:

This Agreement being good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by Employee, Employee, on his own behalf and on behalf of his agents, administrators, representatives, executors, successors, heirs, devisees and assigns (collectively, the "Employee") hereby, without reservation, voluntarily releases, waives, absolves, and forever discharges, to the full extent permitted by law, the Employer and its successors, elected officials, appointed officials, assigns, employees, agents, appointees, insurers, contractors, officers, servants, heirs, any and all other officials or employees of the Employer, and legal representatives, all in their official and individual capacities, and including former members of any of the foregoing groups (collectively referred to throughout this Release as the "Employer") jointly and severally, from any and all claims, rights, demands, debts, obligations, losses, causes of action, suits, controversies, setoffs, affirmative defenses, counterclaims, third party actions, damages, penalties, costs, expenses, attorneys' fees, liabilities and indemnities of any kind or nature whatsoever (collectively, the "Claims"), whether known or unknown, suspected or unsuspected, accrued or unaccrued, whether at law, contract, equity, administrative, statutory or otherwise, and whether for injunctive relief, back pay, fringe benefits, reinstatement, reemployment, or compensatory, punitive or any other kind of damages, which any of the Employee ever have had in the past or presently have against the Employer, and each of them, arising from or relating to Employee's employment with the Employer or the termination of that employment or any circumstances related thereto, including without limitation all claims arising under or relating to employment, employee benefits or purported employment discrimination or violations of civil rights of whatever kind or nature, including without limitation all breach of contract claims for any employment agreement or addenda that may exist between the Employer and the Employee, all claims arising under the Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, Title VII of the United States Civil Rights Act of 1964, 42 U.S.C. § 1981, the Civil Rights Act of 1991, the Civil Rights Acts of 1866 and/or 1871, the Florida Civil Rights Act, Florida Statutes Chapter 760, the Florida Whistleblower Act, Chapters 112.3187 and Chapter 448.102-104, or any other applicable federal, state or local employment discrimination statute, law or ordinance, including, without limitation, any workers' compensation or disability claims under any such laws, claims for wrongful discharge, breach of express or implied contract or implied covenant of good faith and fair dealing, and any other claims arising under state or federal law, as well as any expenses, costs or attorneys' fees. Employee further agrees that Employee will not file or permit to be filed on Employee's behalf any such claim. Notwithstanding the preceding sentence or any other provision of this Agreement, this release is not intended to interfere with Employee's right to file a charge with the Equal Employment Opportunity Commission (the "EEOC") in connection with any claim he believes he may have against the Employer or its affiliates. However, by executing this Agreement, Employee hereby waives the right to recover in any proceeding Employee may bring before the EEOC or any state human rights commission or in any proceeding brought by the EEOC or any state human rights commission on Employee's behalf. This release shall not apply to any obligations of the Employer under this Agreement, or any vested 401(k), retirement plan, health, medical or dental insurance or continuing benefits to which Employee is entitled under this Agreement or any tax qualified pension plan of the Employer or its affiliates, COBRA continuation coverage benefits or any other similar benefits required to be provided by statute.

Employee acknowledges that certain of the payments and benefits provided for in Section 2 of this Agreement constitute good and valuable consideration for the release contained in this Section 4. The Employee acknowledges that he has been paid for all the hours that he worked while he was employed by the Employer.

8. Releases By Employer

In consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Employer, on behalf of itself and its officers, directors, and agents, except as otherwise set forth herein, hereby releases and forever discharges Employee from any and all claims, rights, demands, debts, obligations, losses, causes of action, suits, controversies, set offs, affirmative defenses, counterclaims, third party actions, damages, penalties, costs, expenses, attorneys' fees, liabilities and indemnities of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, accrued or unaccrued, whether at law, equity, administrative, statutory or otherwise, which the Employer has ever had in the past or presently has against Employee, which arise out of actions taken by Employee while employed with the Employer and acting in good faith, and which he had no reasonable cause to believe were unlawful, fraudulent, a breach of fiduciary duty, or illegal. The Employer does not release its right to enforce the terms of this Agreement. The Employer agrees to indemnify, defend and hold Employee harmless for any claims arising out of the course and scope of Employee's employment except any claim that rises to the level of willful or criminal misconduct or for which the City is immune pursuant to Section 768.28, Florida Statutes.

9. Employee understands and agrees that he shall be solely responsible for all taxes that may be due on the sums paid to him under this Agreement and the Employer makes no representation as to the tax consequences arising from the payment described herein.

10. Employee understands and agrees that the payment of the afore-described consideration is not to be construed as an admission of liability on the part of any and all parties, and entities hereby released, all of whom expressly deny same.

11. Mutual Non-Disparagement.

Employee acknowledges and agrees that, as a condition for this Release and of the promises made by Employer in this Agreement, Employee shall not make any false, disparaging or derogatory statements to anyone, including, but not limited to, any media outlet, industry group, financial institution, current or former employee, consultant, client or customer of Employer, regarding Employer or any of its directors, officers, employees, agents, affiliates, consultants or representatives or about Employer's business affairs and financial condition, any statements that disparage any person, product, service, finances, financial condition, capability or any other aspect of Employer's business, and will not engage in any conduct which is intended to harm professionally or personally the reputation of Employer (including its officers, directors, and employees).

Employer agrees as a condition for this Release and for the promises made by Employee in this Agreement Employer, its employees, directors, board members, consultants, officers, agents and representatives shall not make any false statements to anyone regarding Employee's

employment or separation from the City, including, but not limited to, any media outlet, industry group, financial institution, current or former employee, consultant, client or customer of Employer, regarding Employee, Employee's employment with Employer; or about Employee's separation from Employer.

12. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Florida, without regard to conflicts of law principles.

13. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

14. **Remedies for Breach.** The parties agree that if either Employer or Employee breaches this Release, that the only remedy therefore will be an action for specific performance and that the proper venue for such action will be Bay County, Florida. Any prevailing party in action for breach or enforcement of this Agreement shall be entitled to attorney fees.

15. **Assignment.** Neither Employer nor Employee may assign its respective rights or obligations under this Agreement without prior written consent from Employer and Employee, except that such rights and obligations may be assigned without such prior written consent if the assignment is in connection with a sale or transfer of control of Employer.

16. **Severability.** If any part of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

17. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:


If to the Employer:
825 Ohio Avenue
Lynn Haven, FL 32444

3/24/19
If to the Employee:

18. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

19. Entire Agreement. This Agreement constitutes the entire agreement between Employer and Employee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

Employee: Michael E. White


Employee Signature

Date 3/26/19

Employer Representative: Mayor Anderson


Signature of Employer's Representative

City of Lynn Haven Mayor
Title of Employer's Representative

Date March 26, 2019