



# CITY OF AVON PARK

Highlands County, Florida

## CITY COUNCIL REGULAR MEETING

CITY COUNCIL CHAMBERS

123 E. Pine St., Avon Park, FL

April 11, 2016 6:00 PM

REVISED 3

### A. OPENING

#### B.

1. Invocation
2. Pledge of Allegiance
3. Roll Call

### B CITIZENS/OUTSIDE AGENCIES

### C. CONSENT AGENDA:

10. Approve Minutes of April, 08 2016, Special City Council Meeting
11. Approve Minutes of April, 11, 2016 Regular City Council Meeting
12. Approval of nomination by Mayor Schuler for the reappointment of Robert Flores and appointment of Craig Marans to the Avon Park Fire Pension board.
13. Budget Adjustment Replacement of fencing at MLK Complex.

### D. COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS

### E. ADMINISTRATIVE

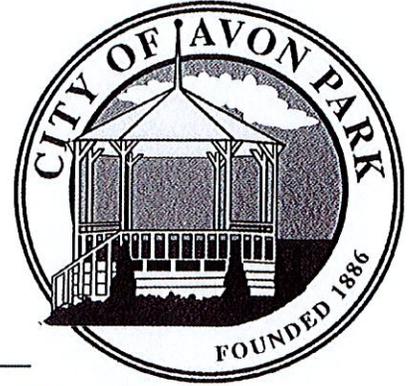
15. Resolution 16-13 Amending legal description to Annexation Ordinance 16-13
16. Authorization to design T-Hangar Demolition and Relocation by Amherst
17. CEI Inspections for CDBG Southside Streetscape
  - A. Cool & Cobb Engineering \$11,500.00
  - B. Polston Engineering \$ 8,000.00 (Estimated)
18. Highlands County NAACP
19. Resolution 16-14 Boat Dock Grant Application
20. City Manager Employment agreement discussion

### F. CITIZENS PARTICIPATION

### H. ADJOURN

Any person who might wish to appeal any decision made by the City Council of the City of Avon Park, Highlands County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based. Any person with disabilities requiring accommodations in order to participate should contact the City Manager prior to the meeting.

# PAYROLL/STATUS CHANGE NOTICE



Effective Date of Change 10 / 14 / 15  
 Employee Deleon Julian  
Last First Middle  
 Social Security # XXV-XX-7029 Dept City Manager  
 Employee/Payroll # \_\_\_\_\_

### CHANGE(S)

Change of	From	To/New Hire Information
_____ Department	_____	_____
_____ Job Title	_____	_____
_____ Shift	_____	_____
<input checked="" type="checkbox"/> Salary/Wage	<u>\$103,000.</u>	<u>\$125,000</u> <u>\$60,0962</u>
_____ Service Date	_____	_____
_____ Other	_____	_____

### REASON FOR CHANGE(S)

- |   |  |                                      |
|---|--|--------------------------------------|
| <input type="checkbox"/> New Hire                   | <input checked="" type="checkbox"/> Merit Increase | <input type="checkbox"/> Resignation |
| <input type="checkbox"/> Demotion                   | <input type="checkbox"/> Probation Completed       | <input type="checkbox"/> Retirement  |
| <input type="checkbox"/> Discharge                  | <input type="checkbox"/> Promotion                 | <input type="checkbox"/> Transfer    |
| <input type="checkbox"/> Lay Off                    | <input type="checkbox"/> Cost of Living            | <input type="checkbox"/> Rehired     |
| <input type="checkbox"/> Length of Service Increase |  | <input type="checkbox"/> Other       |

### LEAVE OF ABSENCE

Begin Leave \_\_\_\_ / \_\_\_\_ / \_\_\_\_      Return from Leave \_\_\_\_ / \_\_\_\_ / \_\_\_\_

- |  |   |                                   |
|--|---|-----------------------------------|
| <input type="checkbox"/> Educational           | <input type="checkbox"/> Family Leave         | <input type="checkbox"/> Personal |
| <input type="checkbox"/> Military              | <input type="checkbox"/> Medical              | <input type="checkbox"/> Other    |
| <input type="checkbox"/> Short Term Disability | <input type="checkbox"/> Long Term Disability |                                   |

\* COMMENTS: Per City Council motion July 13, 2015  
Minutes attached

Change Authorized by: \_\_\_\_\_  
 Change Approved by: \_\_\_\_\_

C-7

**CITY COUNCIL SPECIAL MEETING MINUTES**  
**Council Chambers – 123 E. Pine St., Avon Park, FL**  
**July 13, 2015**  
**5:00 PM**

**Members Present:** Mayor Sharon Schuler, Deputy Mayor Brenda Giles Councilman Parke Sutherland Councilman Terry Heston, Councilman Garrett Anderson.

**Members Absent:** None

**Others Present:** City Manager Julian Deleon, Administrative Services Director/City Clerk Maria Sutherland, Attorney Gerald T. Buhr, Members of Press and Audience.

Mayor Sharon Schuler called the meeting to order at 5:00 P.M. The invocation was given and the Pledge of Allegiance was recited. The roll was called and a quorum was present.

**CITIZENS/OUTSIDE AGENCIES**

**CONSENT AGENDA**

**Approve Regular Meeting Minutes, June 22, 2015 2015.**  
City Manager Julian Deleon presented the consent agenda.

**Motion** by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve consent agenda as presented. Motion passed unanimously.

**COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATION:**

Brickell Building Layout was presented to the Council.

**ADMINISTRATIVE:**

**Resolution 15-13 Adopt Local Mitigation Strategy (LMS)**

Resolution 15-13 was read into the record by Attorney Gerald Buhr.  
**Motion** made by Councilman Garrett Anderson, Seconded by Deputy Mayor Brenda Giles, to approve Resolution 15-13 as presented. Motion passed unanimously.

**Budget Review FOR FY 15-16:**

Budget was discussed. CM Budget was discussed.  
**Motion** made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to increase pay for City Manager Julian DeLeon to \$125,000.00 per year. Motion passed 4 to 1 with Councilman Garrett Anderson voting no.

**Final Fire Rescue Assessment Rate Resolution 15-16**

**Public Hearing on Resolution 15-16**

Motion by Councilman Garrett Anderson, Seconded by Deputy Mayor Brenda Giles to continue Fire Assessment to August 24, 2015. Motion passed unanimously.

Budget Meeting was resumed at 7:30 P M.

There was further discussion regarding the budget, noting two (2) more public hearings on the budget will be held before it will be approved.

Meeting adjourned at 7:44 PM

Attest

  
Maria Sutherland, City Clerk

  
Sharon Schuler, Mayor

**THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT  
BETWEEN JULIAN DELEON AND THE CITY OF AVON PARK**

This Third Amendment to the Employment Agreement between Julian Deleon and the City of Avon Park ("Amendment"), is made and entered into this 10<sup>th</sup> day of March, 2014, by and between the City of Avon Park (hereinafter referred to as "City"), and Julian Deleon (hereinafter referred to as "Employee").

WHEREAS, the existing Agreement terminates this year, and the parties wish to extend the contract an additional five (5) years; and

WHEREAS, the City Council wishes to reward the Employee for his exemplary work by raising his salary by \$10,000 per year; and,

NOW THEREFORE, in consideration for the outstanding work by the Employee, and the City's desire to continue employment of the Employee, the parties agree to amend the Agreement as follows:

**Section 1. Amendments.**

**2. Term:**

The term of employment under this Agreement shall commence as of the date of this Agreement and continue ~~for a period of three years~~ until August 31, 2019, unless earlier terminated by either party as provided in paragraph 6 below.

**3. Compensation:**

A. **Base Salary.** Employee's base annual salary upon commencement of this Agreement shall be \$10393,000, paid in installments on the same date and basis as the City pays all other employees.

**5. Employee Cooperation and Obligations; Defense:**

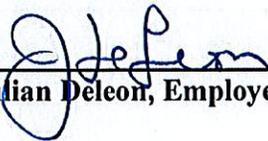
**D. Legal Defense.** In the event of a civil or administrative legal action by third parties against the Employee based on allegations that are directly related to alleged actions or omissions by the Employee performed within the course and scope of his employment with the City, the City shall provide legal defense to the Employee. Unless such defense is provided by counsel selected by the City's insurer as part of insurance coverage, or provided as part of a legal matter where the City or one of its boards or departments is a co-defendant in which case the City shall select counsel they believe will provide the best defense regardless of certification, the City shall select an attorney that is certified in either Trial law or City, County and Local Government law. The City's defense shall cease if it is reasonably determined by the representing counsel or the City Attorney that payment of the attorney fees by the City does not serve a public purpose; would violate any laws or City Charter; or, the Employee's actions or

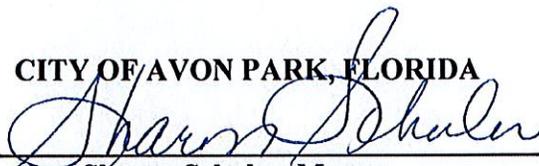
omissions are sufficient to justify Termination of the Employee without severance benefits under section 6B of this Agreement, in which case the Employee shall be obligated to reimburse the City for defense costs expended.

**Section 2. Miscellaneous.**

All other provisions of the Agreement shall remain the same and in force, and shall be construed in *pari materia* with this Amendment.

Date: 3/11/2014

  
\_\_\_\_\_  
Julian Deleon, Employee

CITY OF AVON PARK, FLORIDA  
  
\_\_\_\_\_  
Sharon Schuler, Mayor

(Seal)

ATTEST:

  
\_\_\_\_\_  
Maria Sutherland, City Clerk

APPROVED AS TO CORRECTNESS  
AND FORM.

  
\_\_\_\_\_  
Gerald T. Buhr, City Attorney

## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), is made and entered into this 12<sup>th</sup> day of September, 2011, by and between the City of Avon Park (hereinafter referred to as "City"), and Julian Deleon (hereinafter referred to as "Employee").

WHEREAS, the City desires to employ the services of Employee in the position of City Manager pursuant to the terms and conditions set forth in this Agreement, and Employee accepts employment with the City on those terms and conditions;

NOW THEREFORE, in consideration for the mutual promises contained in this Agreement, the parties agree as follows:

**1. Employment and Duties:**

**A. Employment.** The City agrees to employ Employee in the position of City Manager, and Employee agrees to accept such employment, all subject to the terms and conditions set forth in this Agreement.

**B. At Will Nature of Employment.** Employee's continued employment with the City shall be at the will and pleasure of the City Council. Employee may be discharged by the Council in accordance with the provisions outlined in the City's Charter in effect at that time and this Agreement, for any reason or no reason, subject to the provisions of paragraph 6 below.

**C. Duties.** Unless otherwise provided herein, the Employee shall devote his full time as Employee and carry out to the best of his ability all duties imposed on him by the City's Charter, ordinances, policies, and/or job description as they now exist or from time to time may be changed by the City, as well as all duties assigned to him by the City Council. The City will generally be responsible for furnishing all equipment, tools, and supplies deemed necessary or required by the City for the performance of these duties and responsibilities.

**2. Term:**

The term of employment under this Agreement shall commence as of the date of this Agreement and continue for a period of three years, unless earlier terminated by either party as provided in paragraph 6 below.

**3. Compensation:**

**A. Base Salary.** Employee's base annual salary upon commencement of this Agreement shall be \$93,000, paid in installments on the same date and basis as the City pays all other employees.

Initials:  
The image shows two handwritten signatures. The first signature is written over the word "City" and the second signature is written over the word "Employee".

B. Unless specifically provided otherwise by the City Council in its exclusive discretion, the Employee shall also receive any salary increases provided by the City to all other employees during the term of this Agreement. Additionally, the City Council may also consider the Employee for any other salary increases, on the basis of merit or any other factor deemed appropriate by the City. Provided, nothing in this Agreement obligates the City to provide any salary increases above the base salary level in the absence of approval by the City Council.

4. **Fringe Benefits:**

A. **Health Insurance.** To the extent that Employee elects to participate in the City's group health insurance plan, the City agrees to pay the premiums for the Employee, spouse and covered children on behalf of Employee.

B. **Disability Insurance.** To the extent that the City maintains a disability insurance plan, the Employee will be afforded the opportunity to participate in the plan, at his cost, to the same extent as is afforded to all other City employees.

C. **Life Insurance.** To the extent that the City elects to maintain life insurance for its Department Directors, the City agrees to pay the premium for such insurance, and Employee shall be entitled to select and name the beneficiary.

D. **Vision and Dental Insurance.** To the extent that Employee elects to participate in the City's vision and dental insurance program, the City agrees to pay the premiums for Employee coverage only, with Employee responsible for the cost of spouse and family coverage.

E. **Vacation Leave.** Employee shall accrue vacation leave on an annual basis at a rate of 200 hours per year. Employee may carry over unused vacation leave. Vacation leave will be deposited into the leave accrual register on the anniversary date of this agreement, starting with September 12<sup>th</sup>, 2011. The use of vacation leave shall be as provided by City policy and practice for all other employees. In the event that the Employee voluntarily resigns with four (4) weeks of advance notice of the termination date or the Employee is involuntarily terminated from his employment, he shall be entitled to a payout of up to a maximum of 700 hours of his accrued vacation leave earned throughout his employment with the City remaining at the time of his separation of employment in exchange for: (1) signing a general release as provided in 6B(2)(e) below and in the form attached as Exhibit "A," (2) compliance with paragraph 5A, and (3) compliance with provision 6A(3) herein. Any accrued vacation leave in excess of 700 hours after payout will be forfeited hours.

F. **Sick Leave.** Employee shall accrue sick leave on an annual basis at a rate of 120 hours per year. Employee may carry over unused Sick leave. Sick leave will be deposited into the leave accrual register on the anniversary date of this contract, starting with September 12<sup>th</sup>, 2011. In the event that the Employee is involuntarily terminated or voluntarily resigns his employment and provides at least 4 weeks of advanced notice, he shall be entitled to payout of up to a maximum of 600 hours of his accrued sick leave earned throughout his employment with

Initials:

  
City

  
Employee

the City remaining at the time of his separation of employment. Payout of any sick leave is conditioned upon Employee's (1) signing a general release as provided in 6B(2)(e) below and in the form attached as Exhibit "A," (2) compliance with paragraph 5A, and (3) compliance with provision 6A(3) herein. Any accrued sick leave in excess of 600 hours after payout, will be forfeited hours.

**G. Professional Dues and Subscriptions.** The City may elect, at its option and in its exclusive discretion, to pay for memberships and subscriptions on behalf of Employee.

**H. Retirement.** To the extent permitted by applicable law, any pension contributions made to Employee's 401(a) defined-contribution retirement plan at any time during Employee's employment with the City shall be deemed 100% vested. In the event of any inconsistency with this provision and the terms of the Plan Document, Adoption Agreement or any City ordinance related to the Plan Document or Adoption Agreement, the Plan Document, Adoption Agreement or City ordinance shall take precedence over this Agreement and control.

**I. Moving Allowance.** The City will assist employee with the cost of moving expenditures. The employee will provide the City with receipts or the City may procure a direct purchase on behalf of employee. The maximum City responsibility shall not exceed \$1,500 for assistance with moving expenditures.

**5. Employee Cooperation and Obligations:**

**A. Employee Cooperation.** In the event of actual or threatened litigation and/or administrative proceedings involving City which arise out of the operation or actions which occurred or are alleged to have occurred while Employee was Employee of City, Employee will cooperate with City and its counsel in assisting City in every legal manner to prevail in said action. Employee further agrees that unless required by law or requested by any state agency, he will not cooperate with or assist any party, person, or entity who has, had or may have, or asserts that he has or may have any claim of any nature against City, its agents, officials, employees, or representatives, without the express written permission of the City. Restrictions set forth in this subparagraph shall not apply in instances of governmental entities with jurisdiction over a claim of a violation of law, however, the Employee will advise the City Manager immediately upon becoming aware of any such claims or potential claims unless forbidden to do so by applicable law. The provisions in this paragraph shall survive termination of employment either by Employee or City.

**B. Confidential Information.** Employee shall not disclose any confidential information involving the business of City to any person or entity without the written permission of the City, unless required to do so by law. This provision shall survive the termination of this Agreement.

**C. Relocation to Avon Park Requirement.** The Employee will relocate to Avon Park within twenty four months after execution of this agreement. At the Council's sole

Initials:

  
City

  
Employee

discretion, the Council by majority vote may extend this relocation time period as deemed appropriate.

6. **Resignation and Termination:**

A. **Resignation by Employee.** Employee may terminate this Agreement and voluntarily resign his employment at any time and for any reason, subject to the provisions of this paragraph. In the event that Employee resigns his employment prior to the end of the term of this Agreement:

- (1) Employee shall receive no severance pay or benefits under this Agreement.
- (2) The City shall have no further obligation to the Employee under this Agreement or otherwise except as provided by applicable law.
- (3) In order to receive sick and vacation accrued time payout at 100% of allowable payout, employee shall provide City with no less than four (4) weeks of notice of the final day of work; otherwise the employee will receive payout at 85% of up to 700 hours of accrued vacation time, and will receive payout at 65% of up to 600 hours of accrued sick time. Vacation days shall not be used to fulfill this notice requirement, and sick days shall not be used to fulfill the notice requirement without a signed letter from a physician.

B. **Termination by City.**

- (1) The Employee shall serve at the will and pleasure of the City Council and may be terminated with twenty one days notice at any time for any reason or no reason subject only to applicable law.
- (2) Except as provided in subparagraph 6B(3) below, and subject to subparagraphs (c) - (e) below, if Employee is involuntarily terminated during the term of this Agreement he shall be paid severance pay under the following conditions and limitations:
  - (a) Severance shall be equal to six months of Employee's pay; Severance payments shall be paid on a monthly basis at the Employee's regular rate of pay. However, there shall be no severance due in cases of termination consistent with subparagraph 6B(3), or in cases of voluntary termination.
  - (b) During the period of time during which severance is being paid pursuant to subparagraph 6B(2)(a) above, or for a period of six months, whichever is greater, the City agrees to provide health insurance and life insurance to Employee on the same basis and cost as it provided prior to Employee's

Initials:

  
City

  
Employee

- termination, but subject to the conditions set forth in subparagraph (d) below.
- (c) Employee must comply with paragraph 5 of this Agreement as a condition of receiving severance under this paragraph.
  - (d) The City's obligation to pay the premiums for Employee's group health insurance under subparagraph (b) above ceases once Employee has obtained employment with another employer who offers such insurance for which Employee meets that employer's eligibility requirements (and assuming any waiting periods have passed).
  - (e) As a condition of receiving severance under this paragraph, Employee shall execute a general release of the City and all its officers, officials, Council members, employees and representatives of any and all claims, lawsuits or rights he has, had or may have arising out of his employment or the cessation of his Employment and all applicable federal, state and local laws, including but not limited to claims of illegal discrimination, intentional and unintentional torts and all other types of claims whether known or unknown through the date of his termination. No severance pay shall commence unless and until the General Release remains in effect beyond the seven (7) day revocation period.
- (3) The City shall have no obligation to pay severance, or to provide Employee group health or life insurance under paragraph 6B(2) above if Employee is terminated for any of the following reasons or a combination of the following reasons:
- (a) Dishonesty with respect to the business and operation of the City.
  - (b) Violation of the City's drug policy.
  - (c) Refusal to cooperate in a legal investigation involving any aspect of the business or operation of the City conducted by or at the direction of the Council.
  - (d) Convicted on felony criminal charges.
  - (e) Convicted on misdemeanor charges in which the charges are related in any way to Employee's job or City business.
  - (f) Causing the City to be found in violation of law through gross neglect or willful or intentional misconduct by Employee.
  - (g) Insubordination.

Initials:

  
City

  
Employee

(h) Willful or intentional violation of the City's Charter, or ordinances.

(4) In the event the parties are unable or unwilling to negotiate or enter into a successor agreement following the expiration of this Agreement, the City shall have no obligations to Employee under this Paragraph 6.

**7. Notice of Breach:**

If Employee believes that the City has breached this Agreement, he shall provide the City Council with written notice describing the breach and requesting a cure of the breach within 30 days, except that City Ordinances and amendments to City Ordinances which modify the terms and conditions of this Agreement and have having a substantial negative effect on Employee's rights under this Agreement will be a breach of this Agreement, however, Employee shall be considered to have waived any objection to such ordinances or amendments if such objection is not raised in writing by Employee citing this Agreement, prior to passage of such ordinance. Nevertheless, in no event shall amendment of the City Charter be construed as amendment of this Agreement, even if such amendment has substantial effect on the terms and conditions of this Agreement.

**8. Miscellaneous:**

A. Unless a particular subject is specifically modified by this Agreement, the City's personnel policies as they now exist or as they may be later promulgated or modified by the City shall apply to Employee to the extent not inconsistent with this Agreement.

B. This Agreement shall be interpreted, construed and governed according to the laws of the State of Florida. No provision of this Agreement shall be interpreted in a manner adverse to either party based upon the fact that the party drafted the language of the Agreement at issue.

C. No amendment of the terms and conditions of this Agreement shall be valid unless in writing and signed by the City and Employee, with the exception that City Ordinances and amendments to City Ordinances having a substantial effect on the terms and conditions of this Agreement having a substantial negative effect on Employee's rights under this Agreement shall be a breach of this Agreement, however, Employee shall be considered to have waived any objection to such ordinances or amendments if such objection is not raised in writing by Employee citing this Agreement, prior to passage of such ordinance. Nevertheless, in no event shall amendment of the City Charter be construed as amendment of this Agreement, even if such amendment has substantial effect on the terms and conditions of this Agreement.

D. The Employee's rights and obligations under this Agreement are personal in nature and are not assignable.

Initials:

cf  
City

[Signature]  
Employee

**E.** Should any section or provision of this Agreement, the deletion of which would not adversely affect (in the general sense) the remainder, be declared by a court of competent jurisdiction to be invalid or unenforceable, such decision shall not affect the validity of the remainder, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

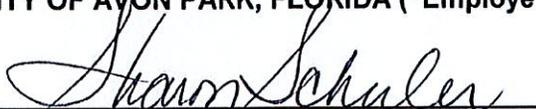
**F.** This Agreement supersedes any and all other understandings or agreements, whether written or oral, and constitutes the complete and full agreement between the parties, and may be modified only by the written agreement of Employee and the City.

This Agreement, consisting of 9 pages, is freely and voluntarily entered into by the parties.

Date: 9-12-2011

  
\_\_\_\_\_  
Julian Deleon, Employee

CITY OF AVON PARK, FLORIDA ("Employer")

  
\_\_\_\_\_  
Sharon Schuler, Mayor

(Seal)

ATTEST:

  
\_\_\_\_\_  
Cheryl Tietjen, City Clerk

APPROVED AS TO CORRECTNESS  
AND FORM.

  
\_\_\_\_\_  
Gerald T. Buhr, City Attorney

Initials:

  
\_\_\_\_\_  
City

  
\_\_\_\_\_  
Employee

**GENERAL RELEASE**

**THIS GENERAL RELEASE** is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Avon Park, Florida (the "City") and \_\_\_\_\_ ("Executive"), an individual residing at \_\_\_\_\_.

**WHEREAS**, Executive and City have entered into an Employment Agreement dated \_\_\_\_\_ (the "Agreement"); and

**WHEREAS**, Executive's employment was terminated effective \_\_\_\_\_;

**NOW, THEREFORE**, in consideration of the mutual promises, releases, waivers, representations, and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, City will provide Executive with severance pay on the terms and conditions set forth in the Agreement and as set forth below:

1. City will provide Executive with a severance payment in accordance with Section 10 of the Agreement.

2. In consideration for the benefits described in Section 1 above, Executive, on behalf of himself and his representatives, spouse, agents, heirs and assigns, releases and discharges City and City's departments, and the City's former, current, or future Council persons, mayors, employees, representatives, agents, fiduciaries, agents, advisors, attorneys, elected and appointed officials, insurers, affiliates, benefit plans, and their successors, heirs, and assigns (collectively, "City Releasees") from any and all claims, liabilities, causes of action, damages, losses, demands or obligations of every kind and nature (collectively, "Losses"), whether now known or unknown, suspected or unsuspected, which Executive ever had, now has, or hereafter shall or may have, upon or by reason of any act, transaction, practice, conduct, matter, cause or thing of any kind whatsoever, relating to or based upon, in whole or in part, any act, transaction, practice or conduct occurring through the Effective Date of this General Release, including but not limited to, matters arising out of or relating to Executive's employment or termination of employment with the City, matters arising out of or relating in any way to injuries or damages suffered by Executive (knowingly or unknowingly), and/or matters arising out of or relating to Executive's Agreement. This General Release is intended to include all possible legal theories, including, but not limited to, any tort; the violation of any express or implied contract; any federal, state, or local fair employment practice, wage and hour, or other employee relations statutes, regulations, or executive orders, including but not limited to, any rights or claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Civil Rights Act of 1866, the Civil Rights Act of 1871, the Employee Retirement Income Security Act of 1974, the Age Discrimination in Employment Act of 1967, as amended, the Florida Civil Rights Act, the United States Constitution, the Florida Constitution, or any other federal, state or local laws covering the same subject matter or relating to employment; defamation; intentional infliction of emotional distress; injury to reputation; and pain and suffering. This Release is not intended to release Executive's right to receive any compensation or benefits due and owing under the Agreement, or rights or claims that may arise after the date hereof or any claims which may not be released or waived as a matter of law.

3. Executive acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver is knowing and voluntary. Executive acknowledges that this waiver does not apply to any rights or claims that may arise

Initials:

  
City

  
Employee

under the ADEA after the effective date of this waiver. Executive acknowledges that the consideration given for this waiver is in addition to anything of value to which he was already entitled. Executive further acknowledges that he has been advised by this writing that:

- a. Executive should consult with an attorney prior to executing this General Release;
- b. Executive has up to twenty-one (21) days within which to consider this General Release;

c. Executive has seven (7) calendar days following his execution of this waiver to revoke the General Release. To be effective, a revocation must be in writing and received by the City Clerk, at the address provided in the Agreement, by no later than 4:30 p.m. on the seventh calendar day following Executive's execution of this General Release;

d. This General Release shall not be effective until the 7-day revocation period has expired. The "Effective Date" of this General Release as used herein will be on the eighth (8th) day after Executive executes this General Release if no revocation has been received, at which time the Severance Pay shall be paid to Executive.

4. This General Release, together with the Agreement, constitutes the entire agreement between Executive and City with respect to the subject matter herein. Executive acknowledges that he continues to be fully bound by his post-employment obligations of the Agreement. This General Release supersedes all other prior or existing agreements, whether written or oral, between Executive and City, and may not be amended, modified, or waived except by a writing signed by both parties. Executive agrees that this General Release is not to be construed as an admission of any violation of any federal, state or local statutes, ordinance or regulation or any duty allegedly owed by City to Executive. This General Release shall be governed under the laws of the State of Florida.

5. This General Release may be executed by facsimile or electronic mail and in any number of counterparts, each of which, including all signatures on such documents, shall be deemed an original, but all of which together shall constitute one and the same instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Julian Deleon, "Executive"

Initials:

\_\_\_\_\_  
City

\_\_\_\_\_  
Employee