

RELEASE AND INDEMNITY AGREEMENT

IN CONNECTION WITH THE CLAIMS FILED BY KENNETH THOMAS (HEREINAFTER REFERRED TO AS EMPLOYEE/CLAIMANT) IN THE CASE STYLED THOMAS, KENNETH V. CITY OF RIVIERA BEACH #14-023877CJS, 15-006810CJS and in and for consideration in the amount of One Hundred no/100 Dollars (\$100.00) which is included in the Settlement Agreement and Release, the receipt of which is hereby acknowledged by the Employee/Claimant and Marc E. Golden, Esquire, his attorney, tendered by and on behalf of CITY OF RIVIERA BEACH and GALLAGHER BASSETT (hereinafter Employer/Carrier), the parties to this Release and Indemnity Agreement (Agreement) agree as follows:

The parties stipulate that the Employee/Claimant's employment with The City of Riviera Beach ceased. The Employee/Claimant stipulates that he will not seek re-employment with The City of Riviera Beach.

The Employee/Claimant does hereby knowingly and with full knowledge consent to release, remise, and forever acquit the Employer/Carrier, and each of their collective past or present officers, agents, attorneys, servants, employees, parent companies or corporation, subsidiaries, affiliates, assignees, transferee, predecessors, successors, insurer or re-insurer whatsoever, of any and all claims, demands, actions or causes of action of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable and whether or not matured, and any consequences thereof, from the beginning of time until the date of this Agreement, that include without limitation: retaliation, tortious or wrongful discharge, intentional or negligent infliction of emotional distress, defamation, misrepresentation, negligence, fraud, assault, battery; as well as

those claims arising under any federal or state, constitution, law or local ordinance (including, but not limited to the Americans for Disabilities Act (ADA), the Rehabilitation Act, Age Discrimination Act(ADEA), Family and Medical Leave Act (FMLA), Title VII of the Civil Rights Act of 1964 and/or the Florida Civil Rights Act of 1992), section 440.205 Florida Statute claims, or contract including, but not limited to: any claims, demands, actions or causes of action whether statutory or at common law, arising out of or in any way related to any of the Employee/Claimant's term(s) of employment with the Employer, and/or medical treatment resulting from any such claims, demands or causes of action.

FURTHER, the terms "claims, demands, actions, and causes of action" as defined herein include those which have been made, or which might be made, against any party as of the date set forth below in any action whatsoever, civil or criminal, administrative or judicial. The above referenced settlement amount (\$100.00) is deemed to include all costs, expenses and disbursements to which the Employee/Claimant may be entitled under federal or state law or local ordinance, including any claim for attorney's fees and other expenses of litigation. Said payment further constitutes considerations for and in settlement of the Employee/Claimant's claims for any and all damages available under the Americans for Disabilities Act (ADA), ADEA, Family and Medical Leave Act (FMLA), Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, including but not limited to claims for emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, wages and other pecuniary and non-pecuniary losses and for any and all damages available under the Florida Civil Rights Act of 1992, Chapter 760, Florida Statutes, including but not limited to their claims for mental anguish, loss of dignity, wages and other tangible and intangible damages for their claims for attorney's

fees past, present and future as well as for their claims sounding in any and all common law tort for personal injury.

FURTHER, this Agreement covers any and all past, present and future claims for personal injuries, known or unknown, mental and physical injuries or suffering including but not limited to pain and suffering, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, medical expenses, embarrassment, humiliation, sexual harassment, back wages, loss of earning or earning capacity, including any claims for loss of service, companionship or consortium, property damage, any other damages, any municipal, county, state or federal statutory cause of action.

FURTHER, this Agreement includes, any claims for front and/or back pay, or for recovery of any losses or other damages to me or my property based on any alleged violation of the Fair Labor Standards Act; the Employee Retirement Income Security Act; the Consolidated Omnibus Budget Reconciliation Act; the Florida and U.S. Constitutions, any other federal, state or local statute, regulation, or common law doctrine regarding employment, or discrimination in employment; any disability payments or benefits; any other public programs providing medical expenses, disability payments, or other similar benefits; and any and all actions, claims, or demands whatsoever of any type or nature which may hereafter be brought or asserted against the Employer/Carrier on account of any injury, loss, or damage that arose, or could arise, from the facts giving rise to the claim being settled hereby.

FURTHER, the Employee/Claimant further specifically agrees to release and discharge the Employer, its officers, agents, servants, employees, directors, successors,

assigns, and any other person or entity so connected to the Employer, of any and all claims relating to retaliatory discharge under section 440.205, Florida Statutes and all other federal, state and local law or ordinance.

FURTHER, the Employee/Claimant agrees to indemnify, to save, to defend and to hold harmless the Employer/Carrier of any and all claims, subrogated interest or liens of any third parties, including but not limited to, hospital and physician liens, medical insurer or provider liens or subrogation rights, Medicare liens or subrogation rights, Medicaid liens or subrogation rights, attorneys' fee charging liens, any local, county, city, state or federal government liens, Internal Revenue Service liens, and any and all other subrogated interests or liens, regardless of their source. The Employee/Claimant declares and represents that the terms of this Agreement are contractual and not mere recitals, and include any and all hospital liens and doctor's liens (that were not authorized by the Employer/Carrier); and/or subrogated interests which are to be paid by the Employee/Claimant out of the proceeds of his settlement.

FURTHER, the Employee/Claimant understands and agrees that the Agreement is the compromise of a disputed claim and that the payment made is not to be construed as an admission of liability on the part of the Employer/Carrier and that the Employer/Carrier deny liability therefor and intend merely to avoid litigation.

Each party to the Agreement shall bear their own respective attorneys' fees and costs as it relates to this Agreement.

FURTHER, The Employee/Claimant does hereby declare and represent that the injuries allegedly sustained are or may be permanent and progressive and that recovery therefore is uncertain and indefinite, and in making this agreement it is understood and

agreed that he relied wholly upon his judgment and his attorneys, belief and knowledge of the nature, extent, effect and duration of said alleged injuries and liability therefore, and this agreement is made without reliance upon any statement or representation of the Employer/Carrier or their representatives or by any physician or surgeon by them employed.

FURTHER, this Agreement shall compromise any and all claims the Employee/Claimant might have against the Employer/Carrier, or any of them, including but not limited to those relating to the Employee/Claimant's employment and/or medical treatment, but not limited to, any statutory and/or contractual and/or tort claims they may have. The Employee/Claimant further agrees not to file or make in the future any charges or claims against the Employer/Carrier with any governmental agency or judicial body, either state, federal or local, for any matter taking place prior to the execution of this Agreement. The Employer/Carrier specifically deny that they have violated any local, state or federal law relating to the Employee/Claimant's employment and/or medical treatment, and/or resignation and/or termination by the Employee/Claimant and the Agreement shall not be deemed an admission of any wrongdoing by said parties.

The Employer/Carrier agrees that this Agreement will not affect the Employee/Claimant's vested benefits with The City of Riviera Beach.

FURTHER, the Employee/Claimant acknowledges and warrants that he has entered into the Agreement voluntarily and with full knowledge and of his own accord. This Agreement contains and constitutes the entire understanding and agreement of the parties respecting the subject matter hereof and there are no other promises, covenants,

warranties, or representations of whatever name or nature, whether written or oral, that are not part of the Agreement.

FURTHER, the Employee/Claimant states that he has carefully read this Agreement, is aware of its contents, and freely and voluntarily agrees to all of its terms and conditions.

The Employee/Claimant further declares and represents that he fully understands the terms and conditions of the Agreement, has spent sufficient time to review and consider this Agreement before executing it, has been advised to discuss this matter with an attorney before executing the Agreement and has done so or has had a full opportunity to discuss this matter with an attorney before executing the Agreement and has declined to do so.

FURTHER, the Employee/Claimant warrants that he has been given 21 days within which to consider the Agreement and execute the Release. In addition, the Employee/Claimant has up to seven (7) days to rescind the Agreement after signing it. Only after that time, shall this Agreement be irrevocable and enforceable in any court of competent jurisdiction and the consideration shall not be paid until after that time.

FURTHER, this Agreement is conditioned upon the Judge of Compensation Claims approving the Motion for Approval of Attorney's Fee and Allocation of Child Support Arrearage for Settlement under Section 440.20(11)(c)(d) & (e).

FURTHER, this Release shall be governed by, construed, and enforced under the laws of Florida, both substantive and remedial. Failure of any provision of this Agreement shall in no manner affect the right to enforce same, and the waiver by any party of any breach shall not be construed as a waiver of any succeeding breach of such provision or

of any other provision. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter and there are no promises agreements, condition, warranties, or representations, oral or written, express or implied, between the parties other than as set forth herein and in a Settlement Agreement and Release herewith. This Agreement shall not be amended or modified except by a writing signed by all parties.

IN WITNESS WHEREOF the undersigned executes and seals this Release this _
day of _____, 2020.

Kenneth Thomas

Witness:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Release and Indemnity Agreement was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2020 by _____, who is personally known to me, or who has produced _____ as identification.

(Seal)

Signature of Notary Public

Print, Type or Stamp Name of Notary