

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into by and between **Russell Byrd**, individually, together with his heirs, agents, legal representatives, successors, and assigns (hereafter referred to as "Employee") and **The City of Riviera**, together with its predecessors, successors, affiliates, current and past employees, elected and appointed officials, servants, insurers, agents, legal representatives and any other related entities (hereinafter collectively referred to as "Employer").

Purpose

The purpose of this Agreement is to conclusively resolve and settle all claims of any type that Employee has or could have against Employer including, but not limited to any claims for relief that were made or could have been made by Employee in the arbitration matter of *Russell Byrd v. City of Riviera Beach*, FMCS Case No. 211130-01845 ("Arbitration Claim"). It is a further and equal purpose of this Agreement to resolve any and all disputes, controversies, or claims, that Employee may have against Employer, which arise out of facts or circumstances occurring in whole or in part on or before the effective date of this Agreement, whether facts regarding any such claims are presently known or unknown, and regardless of whether same may be claimed to exist under current or future laws or interpretation of law. It is expressly understood that this Agreement is contingent upon formal approval by the City Council of The City of Riviera and that this Agreement is not binding or enforceable until such approval is received.

Opportunity to Consult with Counsel

The terms of this Agreement are the product of negotiations between the parties hereto, and the parties stipulate that the consideration given to support the obligations of this Agreement is the full consideration agreed to, and that neither has received any other promises, inducements, or concessions in support of the duties imposed. In executing this Agreement, Employee has not relied on any representation, compromise, conduct or action made by or on behalf of Employer or Employer's attorneys. Employee acknowledges that he has had the opportunity to obtain the advice of competent counsel and agrees that he has been given a reasonable period of time within which to consider this Agreement. Employee and Employer confirm that they are relying on their own judgment and on the advice of their respective attorneys, and each confirms their competence to understand and does hereby accept the terms and conditions of the Agreement.

No Admission of Liability

The parties stipulate and agree that entry into this Agreement does not constitute, for any purpose whatsoever, either directly or indirectly, an admission of any liability whatsoever, and that Employer expressly denies any such liability. This Agreement represents the compromise of disputed and contingent claims.

Reinstatement of Employment

Employer agrees to reinstatement Employee's employment retroactively to September 4, 2020 and Employee shall be treated as having been continuously employed since September 3, 2020.

Payment of Back Wages

The consideration given by Employer to Employee under this Agreement consists of payment to Employee of wages beginning September 4, 2020 until such time Employee's employment with Employer is fully reinstated. All monetary consideration shall be distributed in the form of a check payable to Russell Byrd and shall be delivered to him within fifteen (15) business days of the date he signs this Agreement.

The consideration given by Employee to Employer in support of this Agreement consists of full performance of each and every one of the respective obligations described in this document, all of which are expressly made material.

Attendance to an Employee Assistance Program

Employee agrees to attend and successfully complete a substance abuse treatment program within ten (10) days of signing this Agreement and before returning to duty. Employer will provide a list of approved substance abuse treatment programs to Employee upon signing this Agreement.

General Release

For and in consideration of the required acts and promises set forth in the text of this Agreement, Employee hereby knowingly and voluntarily releases and discharges Employer from any and all claims, demands, causes of action, complaints or charges, known or unknown, of any kind or character, in tort, in contract, or under any other law or statute whatsoever, which Employee has or might have as a result of, or in any way connected with his employment or separation of employment with Employer, including but not limited to claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, the Americans With Disabilities Act, the Employee Retirement Income Security Act, as amended, The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Family and Medical Leave Act, the Fair Labor Standards Act, the Pregnancy Discrimination Act, the Equal Pay Act of 1973, the Rehabilitation Act of 1973, the Occupational Safety and Health Act, the Immigration Reform and Control Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Civil Rights Act of 1991, 42 U.S.C. § 1981, the Florida Civil Rights Act of 1992, as amended, 42 U.S.C. § 1981, 42 U.S.C. § 1983, the Florida Whistleblower Act, Florida Statutes Section 440.205, the Florida Drug Free Workplace Act, any other state wage and hour laws, and all other local, state or federal laws including but not limited to those relating to discrimination, denial or termination of any health benefit or benefits of any other kind, or any claims of breach or violation of public policy, any claims arising under the Federal or any state constitution, and/or the amendments thereto wrongful or constructive discharge, retaliatory discharge, breach of contract, wage claims, including but not limited to claims for bonuses, severance, vacation and overtime, promissory estoppel, fraud, fraudulent misrepresentation or concealment, retaliation, breach of the covenant of good faith and fair dealing, intentional and/or negligent infliction of emotional distress, outrageous conduct, interference with prospective business advantage, negligence, negligent misrepresentation or concealment, wrongful or bad faith termination, defamation and other business or personal injury, or any other claims or rights to damages, whether contractual, liquidated, compensatory, exemplary, or punitive, or rights to or claims for injunctive or equitable relief; or rights to or claims for expenses, costs, fees, attorneys' fees, and all losses of any kind whatsoever, which Employee has or might have by virtue of any fact(s), act(s) or event(s) occurring prior to the effective date of this Agreement.

Employee warrants that Employee has been given twenty-one (21) days within which to consider the Agreement and execute the Release. In addition, the Employee 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.

Withdrawal of Claims

As a condition of making this Agreement and concurrently with the execution of this Agreement, Employee shall withdraw any claims, including FMCS Case No. 211130-01845, filed against Employer. Employee further agrees: (A) that any claims Employee has or might have pertaining to Employer's employment practices arising under any municipal, state, or federal law are completely settled; and (B) that Employee will withdraw any and all other pending complaints, charges, claims, or causes of action that may have been filed against Employer with any municipal, state, or federal government agency or court. While Employee understands that the law permits, and that he is not foreclosed from filing an agency charge, should any such charge or action be filed by Employee or on Employee's behalf involving matters covered by this Agreement, Employee agrees to promptly give the agency or Court having jurisdiction a copy of this Agreement and inform them that any individual claims Employee might otherwise have had have been settled.

Confidentiality / Non-disclosure

Employee further agrees that he shall treat the fact of this compromise settlement between the Employer and Employee, and the contents of this Agreement, as absolutely confidential. Employee shall not disclose anything regarding this compromise settlement to any other person or entity not directly affiliated with the parties. Parties directly affiliated with the parties include, the parties' attorneys, tax advisors, taxing authorities, and spouses.

In the event any inquiry is made to Employee concerning this matter, Employee shall indicate only that "the matter was resolved," and shall give no other indication of the outcome. Confidentiality is a material part of this Agreement, and is intended to apply to and be binding upon Employee personally and all agents and other representatives of Employee. Employee shall take all steps necessary to assure that this provision is communicated to and followed by those intended to be bound.

No Changes to Agreement

No modifications or amendments to any of the terms, conditions, or provisions of this Agreement may be made except by a written agreement executed by all parties hereto.

Severability

If any provision(s) of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, any such provision(s) shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In that event, the remainder of this Agreement shall thereafter be construed and enforced as if such illegal, invalid, or unenforceable provision(s) had never comprised a part hereof. In such case, the remaining provision(s) of this Agreement shall

continue in full force and effect and shall not be affected by any such illegal, invalid, or unenforceable provision(s).

Breach of the Agreement

Employee shall be liable to Employer for any attorneys' fees, expert witness fees, and court fees incurred by Employer, in the event that Employee files suit or brings any other legal proceedings against Employer on any claim that is released hereunder or related to any action for breach by Employee of this Agreement.

Waiver

The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any party, nor shall any waiver operate or be construed as a rescission of this Agreement. No breach of this Agreement shall permit the non-breaching party to repudiate this Agreement or refuse or fail to perform any obligation required hereunder.

Governing Law

The laws of the State of Florida shall govern the validity, construction, and enforcement of this Agreement.

Multiple Originals

This Agreement is executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Electronic or fax versions shall be deemed originals.

For the Employee:

For the City of Riviera Beach:

Employee Date

Department Director Date

Human Resources Date

City Manager Date