

## SETTLEMENT AND RELEASE AGREEMENT

This AGREEMENT is entered into effective the 17<sup>th</sup> day of February, 2015 (effective date), by and between Amy Young ("Employee") and The City of Naples, (hereinafter the "City"), and collectively the ("Parties").

### RECITALS

WHEREAS, Employee is a Police Sergeant in the City's Police Department; and

WHEREAS, Employee recently suffered severe and debilitating injuries that may affect her ability to function as a police officer; and

WHEREAS, the Parties wish to resolve all matters between the Parties concerning her employment and separation from City employment without incurring costs and delays, and without undergoing the stresses on both Parties that could be associated with various potential claims;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Employee intends to, and within 15 days after the effective date of this Agreement will, file for permanent disability benefits with the City of Naples Police Pension Board ("Pension Board"). The pension application will reflect that Employee will had been paid through her date of application.

The Pension Board is a City Board; however, it is established under Chapter 185, Florida Statutes as well as the applicable City ordinances.

Decisions as to whether an employee qualifies for disability or pension benefits is in the province of the Board, and not the City.

Therefore, the covenants set forth in this agreement are contingent upon Employee's timely filing and that Board's final approval of permanent disability benefits for Employee.

2. Subject to and contingent upon the filing and subsequent approval in paragraph 1., the City will within 30 days thereafter:

a. Pay to Employee a lump sum of money equivalent to 6 months of her salary, as back pay, without other elements of compensation. The calculation will be based upon the period beginning with the date of the injury. The rate of pay will be calculated as of October 1, 2014.

b. Pay to Employee a lump sum of money equivalent to 6 weeks of her salary, without other elements of compensation as severance pay. The salary calculation will be based upon the period beginning the day after the end of the period set out in a., above.

c. Pay to employee a lump sum of \$86,565.00 in settlement of all claims, including claims under federal or state law, claims that have not been formally filed, claims for attorney's fees, and including Employee's waiver of any rights to return to City employment in the future.

d. Pay or reimburse Employee's health and dental insurance coverage, as follows:

Employee may continue health and dental insurance coverage in the City's group insurance plan as available under applicable law or ordinances. The City will pay the cost of COBRA continuation of coverage, for a single person, for the 1-year period following termination of employment. Employee is responsible for payment of deductibles, co-insurance, or out of pocket expenses, in the same manner as others availing themselves of COBRA continuation of coverage.

3. Employee is aware of the pendency of an Internal Affairs (IA) investigation that may involve or include inquiry into her behavior or comportment. While the Parties cannot by agreement interfere with or guide the outcome of an internal investigation, the Parties agree that the City will not take any disciplinary action against Employee based upon any findings in this IA investigation.

4. The Parties understand that most non-medical personnel information is public record and non-confidential, including this Agreement. Consequently, they agree that it is NOT the intent of either party to pass, or to encourage prospective employers to pass judgment, on the matters covered by this Agreement. It is recognized that a person may be able to perform in some capacity, although not as a police officer.

5. The Parties understand that nothing in this Agreement is intended to harm Employee's reputation or to be a basis for a contention that the City, or its agents or employees, intend to harm Employee's reputation. Upon request of Employee, City will provide a forum for a Name-Clearing Hearing; provided however, such a hearing will not compel testimony of, or result in financial liability or injunctive relief against, the City or its employees or agents. The cost of the hearing will be borne by Employee. At Employee's request and expense, the City will place the transcript in Employee's personnel file. Employee expressly waives all other remedies, if any.

6. In consideration of City's covenants herein, Employee releases, waives and forgoes any and all claims, complaints, lawsuits, actions including administrative actions, against the City, and its employees and agents, whether known or unknown, from the beginning of the world to the date of payments by the City as provided above. This includes, without limitation, all matters specifically referred to in this Agreement and any claim for attorney's fees. It also includes the waiver by Employee of any right to resume or to obtain employment by the City in the future, and Employee does so waive. It is also intended that this Agreement resolve any and all differences or disputes of the present, or that may have occurred during the entire time of Employee's employment with the City.

7. In consideration of Employee's covenants and Employee's separation of employment from the City, the City releases, waives and forgoes any and all claims, complaints, lawsuits, actions including administrative actions, against Employee, and her heirs, children, and assigns, whether known or unknown, from the beginning of the world to the date of payments by the City as provided above. This includes, without limitation, all matters specifically referred to in this Agreement. It is intended that this Agreement resolve any and all differences or disputes of the present, or that may have occurred during the entire time of Employee's employment with the City.

8. This Agreement and release is binding upon Employee, her heirs, assignees, subrogees, children, and beneficiaries. This Agreement and release is binding upon the City, its employees, agents, insurers (if any), subrogees, and its direct and indirect subsidiaries and affiliates, partners, servants, employees, attorneys and representatives.

This release pertains to, but is not limited to, any and all other claims, demands, agreements, obligations and causes of action arising under any federal, state or local statute, regulation, ordinance, rule or common law theory that could have been brought in any court or with any federal or state agency.

This release does not include and expressly excludes any lawful workers compensation claim and benefits, and any vested employee benefits/retirement benefits.

9. Employee is hereby notified that she is releasing any claims that may be brought pursuant to the Age Discrimination in Employment Act and notified of her right to consult with chosen legal counsel before executing this Agreement. The City affords, and Employee acknowledges receiving, not less than 21 calendar days in which to consider this Agreement to ensure that her execution of this Agreement is knowing and voluntary. In signing below, Employee expressly acknowledges that she has had at least 21 days to consider this Agreement and that her execution of same is with full knowledge of the consequences thereof and is of her own free will. Employee acknowledges that she may execute this Agreement prior to the expiration of the 21-day period outlined herein, and that her decision to execute this Agreement prior to the expiration of the 21-day period is knowing and voluntary, and has not been induced through fraud, misrepresentation, or threats to withdraw or alter any of the consideration provided by this Agreement.

10. The Parties agree and recognize that, for a period of 7 calendar days following Employee's execution of this Agreement, she may revoke this Agreement (the "Revocation Period") by providing written notice revoking the same, within such 7-day period, to Robert D. Pritt, City Attorney at City of

Naples, 735 Eighth Street South, Naples, FL 34102, (rpritt@naplesgov.com). Such revocation of this Agreement by Employee will also automatically revoke the acceptance of the offer set forth herein and Employee will not be entitled to the payments described in Section 2.

11. Employee will be solely responsible for the taxes, penalties, or interest, if any, which may be owed to any governmental agency as a result of the payment of the Funds. Young further agrees that she will indemnify, defend, and hold harmless City for any such taxes, penalties, or interest.

12. Execution of this Agreement does not constitute an admission by any party hereto of any liability, fault or wrongdoing, whatsoever, and should not be treated, construed to be, or deemed an admission of liability for any purpose at any time.

13. Employee is represented by competent legal counsel. She acknowledges that in executing this Agreement she did not and has not relied on any representation or statement of the City, or its respective agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement, other than contained in this Agreement.

14. The Parties agree that there shall be no shifting of attorneys' fees or costs in actions brought by to challenge the waiver of her rights under the Age Discrimination in Employment Act.

15. This Agreement is made and entered into under the laws of the State of Florida and shall in all respects be interpreted, enforced and governed under the laws of the State of Florida. Venue is in Collier County, Florida.

16. The terms of this Agreement are not severable. If one term of condition of substance fails, this Agreement is void.

17. This Agreement shall remain in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact(s) different from that which Employee now knows or believes to be true.

18. This Agreement sets forth the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect thereof. This Agreement may not be changed orally, but may be amended, superseded, canceled, renewed or modified, and the terms hereof may be waived, only by an instrument of writing signed by each of the parties, or in the case of a waiver, signed by the party against whom enforcement of such waiver is being sought.

19. VOLUNTARY AGREEMENT. IN EXECUTING THIS AGREEMENT YOUNG HEREBY REPRESENTS THAT SHE HAS BEEN GIVEN A SUFFICIENT PERIOD OF TIME IN WHICH TO CONSIDER WHETHER TO EXECUTE THIS AGREEMENT; THAT SHE HAS THE REQUISITE AUTHORITY TO ENTER INTO THIS AGREEMENT; THAT SHE HAS COMPLETELY AND CAREFULLY READ THIS AGREEMENT; THAT SHE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS AGREEMENT; THAT SHE HAS CONSULTED AND IS REPRESENTED BY AN ATTORNEY; THAT THE TERMS OF THIS AGREEMENT ARE TOTALLY SATISFACTORY TO AND FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY HER. EMPLOYEE FURTHER STATES THAT SHE EXECUTES THIS AGREEMENT AS HER OWN FREE ACT AND DEED AND THAT THIS AGREEMENT WAS ENTERED INTO WITHOUT FRAUD, DURESS OR COERCION.

20. This Agreement is contingent upon approval by the Naples City Council. If the City Council has not approved this Agreement on or before February 19, 2015, it shall become null and void. However, the Parties may mutually waive this deadline prior to the deadline in a writing specifying a new deadline.

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IN WITNESS WHEREOF, Employee, Amy Young, and A. William Moss, City Manager, have hereunto set their hands and seal as of the day and year (effective date) set forth above.

WITNESS:

Kristine Twente

Amy Young

Print Name Kristine Twente

AMY YOUNG, Employee

Date signed: 2/6/15

Approved, as Attorney for Amy Young:

Michael R. N. McDonnell, Attorney

ATTEST:

Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk

CITY OF NAPLES

A. William Moss  
A. WILLIAM MOSS, City Manager

Date signed: 2-18-15

Approved as to Form & Legality:

Robert D. Pritt  
Robert D. Pritt, City Attorney