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GENERAL RELEASE AND WAIVER AGREEMENT

This General Release And Waiver Agreement ("Agreement") is made this 8th, day of September, 2014, by and between Colleen M. Castille ("EMPLOYEE") and the City of Pensacola, a Florida municipal corporation ("EMPLOYER"). As used herein, "EMPLOYER" shall also include EMPLOYER's current and former elected officials, officers, agents, employees, vendors, consultants, contractors, attorneys, benefit plans, insurers and other representatives. As used herein, "EMPLOYEE" shall also include her executors, heirs, administrators, assigns, attorneys, and other representatives. In consideration of the covenants undertaken and the releases contained in this Agreement, EMPLOYER and EMPLOYEE agree as follows:

1. Resignation. The employment relationship between EMPLOYEE and EMPLOYER is terminated by EMPLOYER effective September 3, 2014.

2. Severance. Pursuant to SECTION 6 of the EMPLOYEE'S Employment Agreement with EMPLOYER, EMPLOYEE shall receive 20 weeks' severance pay at the salary rate of the EMPLOYEE, less standard withholding and authorized deductions, in the form of a lump sum to be paid out in the last paycheck as consideration for the execution of this Agreement.

3. Transition. EMPLOYEE agrees to cooperate with EMPLOYER during the twenty-one (21) day period she has to consider this Agreement to effect an orderly transition of her position.

4. General Release and Discharge.

(a) In exchange for the severance payment that EMPLOYER will provide under this Agreement, on behalf of herself, her heirs and personal representatives, EMPLOYEE releases and discharges EMPLOYER from any and all lawsuits, charges, claims, and causes of action of any type or kind arising out of any aspect of her employment or the separation of her employment with EMPLOYER. Nothing herein shall be considered to waive or alter any obligations of the Employer under Section 7 of the employment agreement.

(b) As referred to in this Paragraph 4 of this Agreement, EMPLOYER includes its current and former elected officials, officers, agents, employees, vendors, consultants, contractors, attorneys, benefit plans, insurers and their respective heirs and personal representatives.

EMPLOYEE understands and acknowledges that there are many laws and regulations prohibiting employment discrimination pursuant to which EMPLOYEE may have rights or claims. These include, but are not limited to, Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act; the Americans with Disabilities Act of 1990; 42 U.S.C. §1981; the Fair Labor Standards Act; the Family Medical Leave Act; the Equal Pay Act of 1963; federal and state constitutional law,

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Whistleblower law and the state human rights laws, Florida Statute §§ 760.01 -- 760.60. EMPLOYEE also understands there are other statutes and laws of contract, tort, negligence or otherwise relating to any aspect of her employment. EMPLOYEE intends to waive and release EMPLOYER from any claims, causes of action and rights she may have under these laws and any other federal, state or local law, regulation or ordinance up through the date of execution of this Agreement.

5. Waiver of Age Claims under the Older Workers Benefit Protection Act. EMPLOYEE expressly acknowledges, understands and agrees that by entering into this Agreement, she is waiving any and all rights or claims that she may have arising under the Age Discrimination in Employment Act of 1967, as amended, which have arisen on or before the date of execution of this Agreement. EMPLOYEE further acknowledges, understands and agrees that:

(a) in return for this Agreement, she will receive consideration beyond that which she was already entitled to receive before entering into this Agreement;

(b) she was given a copy of this Agreement on August 26, 2014 and informed that she had twenty-one (21) days within which to consider the Agreement, which EMPLOYEE has knowingly and voluntarily waived;

(c) she was orally advised by a representative of EMPLOYER and is hereby advised in writing by this Agreement to consult with an attorney before signing this Agreement; and

(d) she was informed that she has seven (7) days following the date of execution of the Agreement in which to revoke the Agreement and the Agreement shall not become enforceable until the revocation period has expired.

6. No Lawsuits, Claims or Causes of Action. EMPLOYEE promises not to institute or have instituted on her behalf any lawsuit, claim, charge or cause of action of any type or kind against EMPLOYER based upon any claim EMPLOYEE is waiving in Paragraph 4 above. EMPLOYEE agrees that with respect to the claims she is waiving herein, EMPLOYEE is waiving not only the right to recover money or other relief in any action that she might institute, but also that EMPLOYEE is waiving her right to recover money or other relief in any action that might be brought on her behalf by any other person or entity, including but not limited to the United States Equal Employment Opportunity Commission, the United States Department of Labor, Florida Commission on Human Relations, Florida Commission on Ethics, or any other federal, state or local governmental agency or department.

7. Separation of Employment. EMPLOYEE and EMPLOYER acknowledge that any contractual employment relationship between them terminated on the date indicated in Paragraph 1 above, and that they have no further contractual employment relationship, except as may arise out of

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this Agreement. EMPLOYEE waives any right or claim to reinstatement as an employee of EMPLOYER.

8. Breach of Agreement. EMPLOYEE agrees that if she breaches any of the promises set forth in this Agreement, EMPLOYER shall have the right to immediately terminate the benefits payable under this Agreement and to require EMPLOYEE to return all monies paid to her pursuant to this Agreement.

9. Return of Equipment

(a) EMPLOYEE further agrees that she shall return all equipment provided to her by EMPLOYER, including but not limited to the keys and fobs to EMPLOYER'S office and any cell phones or computers issued to EMPLOYEE.

(b) EMPLOYEE also acknowledges that no consideration discussed in Paragraph 2 of this Agreement will be given until said equipment is in the physical receipt of EMPLOYER.

10. Revocation. Either EMPLOYEE or EMPLOYER may revoke this Agreement in its entirety during the seven (7) days following execution of the Agreement by EMPLOYEE. Any revocation of the Agreement must be in writing and hand delivered during the revocation period. This Agreement will become effective and enforceable seven (7) days following execution by EMPLOYEE, unless it is revoked during the seven (7) day period.

11. Severability of Invalid Provisions. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

12. Effective Date. This Agreement shall become effective when signed by both parties.

13. Encouragement to Consult Attorney.

(a) EMPLOYER hereby encourages and advises EMPLOYEE to consult an attorney and a Certified Public Accountant before signing this Agreement.

(b) EMPLOYEE acknowledges that she has consulted an attorney and/or a Certified Public Accountant before signing their Agreement, or made a voluntary, conscious decision not to consult with an attorney and/or a Certified Public Accountant.

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14. Non-Disparagement. EMPLOYEE and EMPLOYER agree that EMPLOYEE is voluntarily resigning her employment with EMPLOYER to pursue other opportunities. EMPLOYEE and EMPLOYER agree that neither will disparage the other to any third party.

15. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue will be in Escambia County, Florida.

16. Entire Agreement. This Agreement sets forth the entire agreement between EMPLOYER and EMPLOYEE and shall supersede any and all prior promises, agreements or understandings, whether written or oral, between the parties or any representatives of the parties, specifically including but not limited to any employee, officer or director, except as otherwise specified in this Agreement. EMPLOYEE acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to sign this Agreement except for those set forth in this Agreement.

17. Amendment. This Agreement may not be amended except by written agreement signed by both parties.

WHEREFORE, the EMPLOYEE and EMPLOYER agree to the provisions contained herein, and execute this Agreement voluntarily and with full understanding of its consequences.

Sharon J. Davis
Witness

Buck Davis
Witness

Colleen M. Castille
COLLEEN M. CASTILLE

Date: 9-8-2014

CITY OF PENSACOLA, a Florida
municipal corporation

By: Ashton J. Hayward, III
Ashton J. Hayward, III, Mayor

Date: 9/11/14

ENDORSEMENT

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I, Colleen M. Castille, hereby acknowledge that I was given or took twenty-one (21) days to consider the foregoing Agreement, that I have had an opportunity to consult an attorney before signing it, and that I voluntarily chose to sign the Agreement prior to the expiration of the twenty-one (21) day period.

Sept 8, 2014
Date

Colleen M. Castille
EMPLOYEE NAME