

**GENERAL RELEASE AGREEMENT**

This General Release Agreement is made this 10<sup>th</sup> day of August, 2015, by and between TAMARA W. FOUNTAIN ("EMPLOYEE") and the CITY OF PENSACOLA, a Florida municipal corporation ("EMPLOYER"). As used herein, "EMPLOYER" shall also include EMPLOYER's elected officials, officers, agents, employees, attorneys, and other representatives, both in their representative and individual capacities. 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. Termination of Employment. The employment relationship between EMPLOYEE and EMPLOYER terminated effective August 10, 2015.

2. Severance Payment. EMPLOYER shall pay to EMPLOYEE severance pay in the amount equal to twenty (20) weeks' severance pay, less standard withholding and authorized deductions. The severance payment will be calculated as provided for in Section 6B of the March 30, 2015, Addendum to Contract between EMPLOYEE and EMPLOYER.

3. PTO. EMPLOYER and EMPLOYEE agree that EMPLOYEE is entitled to be paid for one hundred twenty eight (128) hours of accumulated PTO in accordance with Section 5B of the Employment Agreement between Employer and Employee. EMPLOYER agrees to pay to EMPLOYEE such accumulated PTO in the amount equal to one hundred twenty eight (128) hours' pay, less standard withholding and authorized deductions.

4. Transition. EMPLOYEE agrees to cooperate with EMPLOYER to effect an orderly transition of her position.

5. 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,

charges, claims, actions and causes of action arising out of her employment or the termination of her employment with EMPLOYER.

(b) As set forth in this Paragraph Number 5, EMPLOYER specifically includes its elected officials, officers, agents, employees, attorneys and their respective heirs and personal representatives, both in their representative and individual capacities.

EMPLOYEE realizes 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; the National Labor Relations Act, as amended; 42 U.S.C. §1981; the Fair Labor Standards Act; the Family Medical Leave Act; the Equal Pay Act of 1963; and the Florida Civil Rights Act, Florida Statute §§ 760.01 - 760.60. EMPLOYEE also understands there are other statutes and laws of contract and tort otherwise relating to her employment. EMPLOYEE intends to waive and release any rights she may have under these laws and any other federal, state or local law, regulation or ordinance.

6. Specific Waiver of Age Claims. EMPLOYEE expressly acknowledges 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 and agrees that: (a) in return for this Agreement, she is receiving 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 10, 2015, and informed that she had up to twenty-one (21) days within which to consider the Agreement; (c) she is hereby advised in writing by this Agreement to consult with an attorney before signing this Agreement; (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.

EMPLOYEE understands that she may elect in her sole discretion to execute this Agreement prior to the expiration of the twenty-one (21) day period.

7. No Lawsuits. EMPLOYEE promises not to institute or have instituted on her behalf any lawsuit against EMPLOYER based upon any claim EMPLOYEE is waiving in Paragraphs Number 5 and Number 6 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, or any other federal, state or local governmental agency or department.

8. Termination of Employment Agreement. EMPLOYEE and EMPLOYER acknowledge that with the termination of her employment relationship with EMPLOYER, the parties have no further contractual employment relationship except as may arise out of the terms of this Agreement.

9. 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.

10. Return of EMPLOYER Property.

(a) EMPLOYEE further agrees that she shall return all Employer property provided to her by EMPLOYER, including but not limited to paper and electronic documents, forms, the keys and fobs to EMPLOYER's office, and any cell phones or other electronics issued to EMPLOYEE.

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

11. Revocation. EMPLOYEE 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.

12. 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.

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

14. 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 either consulted an attorney and/or a Certified Public Accountant before signing their Agreement, or she has made a voluntary, conscious decision not to consult with an attorney and/or a Certified Public Accountant.

15. No Admission of Wrongdoing. EMPLOYEE agrees that neither this Agreement nor the furnishing of any consideration under this Agreement shall be considered as an admission by EMPLOYER of any liability or unlawful conduct. To the contrary, EMPLOYER denies any wrongdoing related to EMPLOYEE.

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

17. 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, 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.

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


19. Free and Knowing Decision to Execute. EMPLOYEE agrees that her execution of this Agreement is voluntary and her own knowing and free act.


*[SIGNATURES ON FOLLOWING PAGE]*

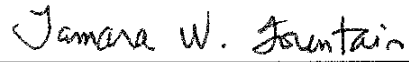
IN WITNESS WHEREOF, the EMPLOYEE and EMPLOYER agree to the provisions contained herein, and execute this Agreement voluntarily and with full understanding of its consequences on the dates hereinafter written.

TAMARA W. FOUNTAIN, as of the date shown below, has agreed to and has accepted the terms and conditions of the foregoing General Release Agreement.

Witnesses:

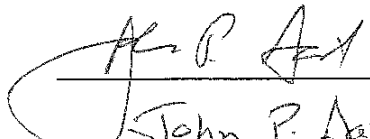
  
\_\_\_\_\_  
John P. Daniel  
\_\_\_\_\_  
Printed Name


  
\_\_\_\_\_  
Jack W. Lutton III  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
TAMARA W. FOUNTAIN  
Date: 8.10.2015


CITY OF PENSACOLA, a Florida municipal corporation, as of the date shown below, has agreed to and has accepted the terms and conditions of the foregoing General Release Agreement.

Witnesses:

  
\_\_\_\_\_  
John P. Daniel  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Jack W. Lutton III  
\_\_\_\_\_  
Printed Name

CITY OF PENSACOLA

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

Date: August 10, 2015

*Signature page to General Release Agreement between Tamara W. Fountain and City of Pensacola*