

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

THIS Settlement Agreement and General Release (hereinafter "Agreement") is made and entered into by JEFFERY SNYDER (hereinafter "PLAINTIFF") and CITY OF VENICE (hereinafter "Defendant").

### **DEFINITIONS**

A. As used in this Settlement Agreement and General Release the term "PLAINTIFF" shall mean JEFFERY SNYDER, occasionally referred to as JEFFREY SNYDER, as well as his heirs, executors, administrators, personal representatives, successors and assigns, singular or plural, wherever the context so admits or requires.

B. As used in this Settlement Agreement and General Release the term "DEFENDANT" shall mean CITY OF VENICE, as well as its past and present elected and appointed officials, officers, directors, employees, boards, administrators, managers, agents and attorneys, in both their individual and official capacities, jointly or severally, singular or plural, where ever the context so admits or requires.

C. As used in this Settlement Agreement and General Release, the term "INSURER" shall mean all insurers and third party administrators of the DEFENDANT, including but not limited to, Preferred Governmental Insurance

Trust ("PGIT") as well as its respective agents, officers, officials, employees, representatives, successors and assigns, jointly or severally, singular or plural, where ever the context so admits or requires.

### **RECITALS**

Whereas PLAINTIFF, who is employed by DEFENDANT, contends that his Employment Agreement with the DEFENDANT was unlawfully terminated and subsequently filed a civil suit captioned: "JEFFREY L. SNYDER, Plaintiff, vs. CITY OF VENICE, a municipal corporation, Defendant; Circuit Court for the Twelfth Judicial Circuit in and for Sarasota County, Florida, Case No.: 2012-CA-004805-NC" (hereinafter "suit"); and

WHEREAS, DEFENDANT has denied and continues to deny that it violated any of PLAINTIFF's rights protected by either federal or state law and deny the claims and allegations which were set forth in the above referenced "suit" and any other cause of action that has or could arise out of PLAINTIFF's employment relationship with the DEFENDANT, but is desirous of entering into this compromise and settlement of a disputed claim in order to avoid further litigation and attendant costs; and

WHEREAS, PLAINTIFF and DEFENDANT have entered into good faith settlement negotiations resulting in this Agreement and Release. The purpose of

this Agreement and Release is to settle and compromise any and all prior and existing disputes, claims and controversies between the parties, without any future costs and expenses of litigation and to bar any and all future disputes, claims and controversies between the parties which may arise out of any conflicts or events, known or unknown, that have occurred up to the date of the execution of this Agreement and Release, including but not limited to those which relate directly or indirectly to PLAINTIFF's employment with the DEFENDANT; and

WHEREAS each party believes settlement of this dispute is in their mutual best interest and acknowledge and agree that settlement of this claim does not constitute an admission of liability or responsibility on the part of the DEFENDANT; and

WHEREAS the parties desire to memorialize their Agreement.

NOW THEREFORE, in consideration of the mutual covenants to be performed by each of the parties hereto and set forth in their entirety herein, the parties agree as follows:

1. **Agreement**

A. Release and Discharge

In consideration for the payments and other good and valuable consideration set forth in Paragraph (2) below, PLAINTIFF agrees, upon receipt of the

consideration due hereunder to file and serve a Stipulation of Dismissal with Prejudice of the above referenced "suit", and does further hereby agree to release, acquit, and forever discharge DEFENDANT and INSURER of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, claims for attorney's fees, interest, or costs, executions, claims and demands whatsoever, in law or in equity, of whatever nature, which PLAINTIFF ever had, now has, or which any personal representative, successor, heir or assign of PLAINTIFF, hereafter can, shall or may have against DEFENDANT and/or INSURER by reason of any matter, cause or thing, occurring prior to the date of this Agreement, including but not limited to those claims or demands which arise out of or are related to PLAINTIFF's employment with the DEFENDANT. PLAINTIFF acknowledges and agrees that this is a General Release of any and all claims, including but not limited to claims or charges for wages, salary, back pay, front pay, and any and all employment benefits of any nature whatsoever; of breach of employment agreement or contract; defamation, including slander or libel; battery; assault; employment discrimination, including age, race, sex, religion, or natural origin discrimination; hostile work environment; discrimination

based upon actual or perceived disability or other protected characteristics; retaliation; workers' compensation, or the violation of any administrative, local, State or Federal Constitution, statute, rule, regulation, ordinance or law. PLAINTIFF specifically waives, releases, acquits, and forever discharges any claims, actions, right of action whatsoever he may have against the DEFENDANT and/or INSURER, under the United States Constitution, the Florida Constitution, Title VII of the Civil Rights Acts of 1964, the Civil Rights Act of 1991, 42 U.S.C. § 1983, § 1985, § 1988, the Age Discrimination in Employment Act (ADEA), the Florida Human Rights Act, the Florida Civil Rights Act of 1992 (§§ 760.01-760.11 and 509.092, Fla. Stat.), the Americans with Disabilities Act (42 U.S.C. § 12132 et. seq.) the Florida Whistle Blower Act (§ 112.3187 et. seq. Fla. Statutes), the Florida Workers' Compensation Act, § 119.07, Fla. Stat., including attorney's fees or costs, or any other state, federal or administrative rule, statute, ordinance or law of any nature relating to employment.

B. PLAINTIFF acknowledges and agrees that the Release and discharge set forth above is a General Release of all claims. PLAINTIFF expressly waives and assumes the risk of any and all claims, in law or in equity, which exist as of this date, but of which PLAINTIFF does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise and, which, if known,

would materially affect PLAINTIFF's decision to enter this Settlement Agreement. PLAINTIFF further agrees that he has agreed to accept payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact. PLAINTIFF assumes the risks that the facts or law may be other than he currently believes or understands.

C. It is understood and agreed by the parties that this settlement is a compromise of a litigated and disputed claim and neither this Agreement, nor any consideration to be paid hereunder shall be construed as an admission by the DEFENDANT or INSURER of any unlawful, tortious or wrongful acts whatsoever towards PLAINTIFF, and DEFENDANT and INSURER specifically disclaim any liability to PLAINTIFF or the propriety of any and all factual or legal averments made by PLAINTIFF in the above referenced "suit".

D. Defendant agrees that it will:

- i. withdraw any declaration that the 2006 Employment Agreement has been terminated;
- ii. recognize the 2006 Employment Agreement;
- iii. retain PLAINTIFF as a Department Head (non-Charter officer) in the position of Finance Director with PLAINTIFF reporting directly to the City Manager;

- iv. make a contribution to PLAINTIFF in the gross amount of Twenty Thousand Eight Dollars and Eighty Cents (\$20,008.80) if paid before September 27, 2013 or Twenty Thousand Five Hundred Twelve Dollars and Eighty Cents (\$20,512.80) if paid before October 11, 2013 in lieu of payment into his retirement account during the pendency of this dispute; and
- v. provide two hundred and forty (240) vacation hours to PLAINTIFF which can only be used in accordance with the City's personnel policies in effect as of September 24, 2013, and only when PLAINTIFF leaves his employment with the City.

E. PLAINTIFF agrees to: (1) execute a Settlement Agreement and General Release as set forth herein; and (2) file a Stipulation of Dismissal with Prejudice of the subject lawsuit.

F. Each party shall bear its own attorney's fees and costs.

## 2. **Consideration**

A. In consideration of the Agreement set forth above DEFENDANT agrees to:

- i. contribute to PLAINTIFF Twenty Thousand Eight Dollars and

Eighty Cents (\$20,008.80) if paid before September 27, 2013 or Twenty Thousand Five Hundred Twelve Dollars and Eighty Cents (\$20,512.80) if paid before October 11, 2013 in lieu of payment into his retirement account during the pendency of this dispute; and

- ii. provide two hundred and forty (240) vacation hours to PLAINTIFF which can only be used in accordance with the City's personnel policies in effect as of September 24, 2013, and only when PLAINTIFF leaves his employment with the City.

3. **Severability**

If any clause or provision of this Agreement is found to be void, invalid, or unenforceable, it shall be severed from the remaining provisions and clauses which shall remain in full force and effect.

4. **Governing Law**

The parties hereto agree that the law of the State of Florida shall govern this Agreement and all respects in the event any action must be instituted for breach of this Agreement, the parties agree that the sole venue shall be Sarasota County, Florida.



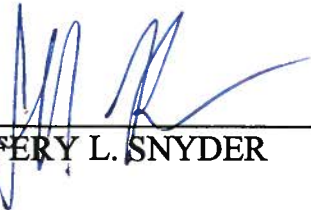
5. **Miscellaneous**

A. PLAINTIFF expressly agrees and acknowledges and warrants that he has read carefully and fully understands all provisions of this Agreement and that he is entering into this Agreement of his own free will and with the advice of his attorneys. PLAINTIFF represents that he is voluntarily entering into this Agreement with the intent to be bound thereby and he has not been coerced or induced by anyone to enter into this Agreement. PLAINTIFF acknowledges that he has read and fully understands the Agreement's terms, conditions, meaning and intent, including but not limited to the final binding effect of the General Release.

B. This Agreement constitutes the entire agreement between the parties, and no other promises or agreements shall be binding unless signed by all parties. All prior representations regarding the Agreement are hereby expressly disclaimed by all parties unless incorporated herein.

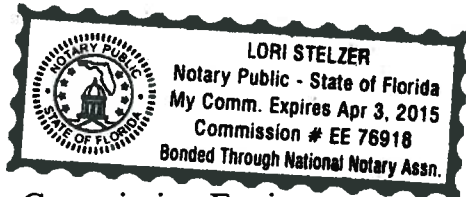
C. All parties shall take such further action and shall execute and deliver such further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.

D. The recitals are incorporated herein by reference.

  
\_\_\_\_\_  
JEFFERY L. SNYDER

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing was acknowledged before me this 18<sup>th</sup> day of September, 2013, by JEFFERY L. SNYDER, who is personally known to me or who has produced N/A as identification and who did did not take an oath.



  
\_\_\_\_\_  
Notary Public

My Commission Expires:

4/3/15

Approved by the City of Venice City Council on the \_\_\_\_ day of \_\_\_\_\_,  
2013.

\_\_\_\_\_  
JOHN HOLIC  
Mayor of the City of Venice

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2013, by JOHN HOLIC, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

My Commission Expires: