

SEPARATION AGREEMENT, WAIVER AND GENERAL RELEASE

This Separation Agreement, Waiver and General Release ("Agreement") is made between ISAAC D. TURNER (the "Employee") and the City of Venice, its councilmembers, officers, employees, and agents (the "Employer") and sets forth all of the understandings and mutual agreements between the parties.

RECITALS

WHEREAS, the Employee has been employed by the City of Venice as City Manager since March 2, 2009; and

WHEREAS, the City of Venice and the Employee wish to conclude and terminate their employment relationship upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Employee submits his resignation as of midnight, January 14, 2011.
2. Employer agrees to pay employee, in one lump sum, nine (9) month's pay equal to \$111,375.00 (one hundred eleven thousand, three hundred seventy five dollars), less all normal payroll taxes and withholding deductions as required by law, as consideration for the execution of this Separation Agreement, Waiver and General Release. Employee acknowledges that this amount would not ordinarily be paid by the Employer, and Employee would not otherwise be entitled to it absent this Agreement.

The Employer agrees to make required contributions to the Employee's retirement plans on the value of this compensation, calculated using the rate ordinarily contributed on regular compensation. The Employee shall also be compensated for all accrued sick leave, vacation leave, and all paid holidays, in accordance with the City's Personnel Procedures and Rules.

Furthermore, for a period of nine months following termination, the Employer shall pay the cost to continue the following benefits outlined in the Employees' Employment Agreement dated February 10, 2009:

- (a) Health insurance for the Employee and all dependents as provided in Section 4A.
- (b) Life insurance as provided in Section 4D.
- (c) Short-term and long-term disability insurance as provided in Section 4B.

3. Employee shall receive all benefits afforded a city official by Sec. 2-161 of the City of Venice Code or Ordinances and all benefits to which he is entitled pursuant to the City of Venice Personnel Procedures and Rules.

4. Reimbursement of moving and relocation expenses by Employee to Employer is waived by Employer.

5. Employee shall retain all rights and ownership of the contributions made to the City's 457 Deferred Compensation Plan by either the Employee or the Employer. Further, Employee shall retain any contributions into the Florida Retirement System made on behalf of Employee.

6. Employee shall provide the Employer with litigation assistance as the Employer deems necessary regarding pending and prospective legal matters at no cost to the Employer, including but not limited to *Demitri Serianni v. City of Venice* in which Employee is a named defendant.

7. Employer agrees to provide a neutral reference for Employee in the event prospective employers contact the Employer concerning Employee's former employment with the City of Venice. Reference requests must be submitted in writing on business letterhead to the Director of Administrative Services. The reference will confirm the dates of employment, the position held, the Employee's rate of pay, and that the parties mutually agreed to conclude and terminate their employment relationship.

8. In return for the various promises and payments made by the Employer, Employee releases and discharges the Employer, its councilmembers, officers, employees and agents, from any and all claims, demands, wages or other compensation, damages, or causes of action arising out of or pertaining to Employee's former employment with the City of Venice, except as provided below. Employee further agrees, except as provided below, not to file or cause to be filed any charges or lawsuits of any kind against the Employer, its councilmembers, officers, employees and agents, including, but not limited to, actions alleging breach of contract or tort, or quantum merit, or any legal actions under any state, federal or local law concerning discrimination, or under any other law or regulation, or recover from a lawsuit filed by the Employee or those filed by a third party. Specifically included in this waiver are such discrimination lawsuits as might be filed under the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Florida Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967 (ADEA) and the Older Workers Benefits Protection Act (OWBPA). This is a General Release. Notwithstanding the foregoing, this provision does not preclude Employee from filing a discrimination charge with the Equal Employment Opportunity Commission (EEOC), the Florida Commission on Human Relations (FCHR) or from participating in an investigation conducted by the EEOC or the FCHR; however, Employee is precluded from obtaining any monetary recovery of any kind from any such action, whether brought by Employee or a third party, including the EEOC or the FCHR. Employee also waives all constitutional rights including the right to a formal evidentiary hearing to challenge any employment decision made by the Employer. Employee also waives any and all rights to reinstatement

to Employee's former position and to any other position of employment by the City.

9. By executing this Agreement, neither Employer nor Employee admits any wrongdoing whatsoever or any liability to the other, except for the obligations explicitly set forth herein.

10. Neither the Employer or the Employee shall make any disparaging or derogatory remarks about the other.

11. This Agreement contains the entire agreement and understandings between the Employer and the Employee, and supersedes all previous agreements between the Employer and the Employee and the Employee is not relying on any promises or representations other than those stated in this Agreement.

12. Each provision of this Agreement is severable. If any court or other tribunal of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, all other provisions shall remain in full force and effect.

13. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any legal action brought to enforce the terms, conditions or covenants of this Agreement may be brought only in the U.S. District Court of the Middle District of Florida or if that Court lacks jurisdiction, then in the Circuit Court, Sarasota County, Florida, and both parties expressly waive any right to venue elsewhere.

14. In any litigation between the Employer and the Employee, the Employee waives the right to a jury trial.

15. In the event that either party hereto institutes legal action to enforce any of the provisions hereof, costs and reasonable attorney's fees will be awarded to the prevailing party.

16. Employee acknowledges that he has read and understands this Agreement; that he has been provided an opportunity to consult with an attorney; and that he fully and voluntarily agrees to all of the provisions stated herein.

17. This Agreement shall become effective only upon execution by the Employee, approval by the City Council and execution by the City of Venice.

AGREED TO AND ACCEPTED.

Isaac D. Turner
"Employee"

Date January , 2011

CITY OF VENICE

By: _____
John W. Holic, Mayor
"Employer"

January _____, 2011

Approved as to form:

Robert C. Anderson
City Attorney