

AGREEMENT AND RELEASE

This Agreement and Release (hereinafter referred to as "Agreement"), is entered into by and between the City of Punta Gorda ("City"), and Harvey Ayers, individually and on behalf of his heirs, executors, administrators, legal representatives, and assigns (hereinafter collectively referred to as "Ayers").

In consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. As part of the administration of Ayers' pending grievance and upon being provided further information from Ayers in which he has expressed his position that he was not untruthful or misleading during the investigation of Professional Standards Investigation 12-004, the City is agreeable to recognize that Ayers' inconsistencies between his account of events and the account provided by other witnesses may have been unintentional and/or based on mistaken recollection. As such, the City is agreeable to supplement the findings of Professional Standards Investigation 12-004 with a memorandum indicating that the charges of untruthfulness and conduct unbecoming are not sustained. The remaining findings of the investigation and the disciplinary action taken against Ayers shall remain unchanged. The parties further agree that nothing contained in this Agreement shall be construed to require the City to take any action in violation of the Florida Public Records Law.

2. Ayers agrees to withdraw his pending grievance contesting his separation from employment with the City. Ayers agrees not to contest his separation or to file any additional grievance or any other lawsuits, petitions, charges or claims against the City based upon any claims that he has, had or may have relating to any matter arising prior to the date of execution of this Agreement.

3. The parties hereby UNCONDITIONALLY, FULLY AND FINALLY RELEASE AND FOREVER DISCHARGE each other from any and all damages, costs, attorneys' fees and claims of any and every kind, nature, and character whatsoever, whether known or unknown, whether arising out of contract, tort, statute, settlement, equity or otherwise, whether foreseen or unforeseen, whether fixed, liquidated, or contingent, which they ever had, now have, or may in the future claim to have based on any act or omission concerning any matter, cause, or thing arising prior to the date of this Agreement and up to the time of execution of this Agreement (all of the foregoing are hereinafter referred to collectively as the "Released Claims").

4. The Released Claims include, but are not limited to, those directly or indirectly arising out of, or in any way pertaining to, claims arising under Title VII of the Civil Rights Act of 1964, the United States and Florida Constitutions, 42 U.S.C. §§ 1981, 1983, 1985, 1986, the Fair Labor Standards Act, the Americans with Disabilities Act, the Florida Civil Rights Act, the Florida Whistleblower Acts, Chapter 440 of the Florida Statutes, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Fair Credit Reporting Act, Chapter 119 of the Florida Statutes, or any other federal, state or local



law, ordinance, regulation, custom, rule or policy; or any cause of action in common law, including but not limited to actions in contract or tort, including any intentional torts; or any claim based upon or related to any instrument, agreement, or document entered into by or between the parties; and for any and all claims for any and all benefits attributable to any known and/or unknown work accidents or injuries pursuant to Chapter 440 of the Florida Statutes.

5. The Released Claims shall be deemed to include a general release by Ayers of all claims against the City, as well as its council members, employees, agents, insurers and attorneys. However, the Released Claims shall not be construed to waive pension benefits, if any, to which Ayers is already otherwise vested as of the date this Agreement is executed.

6. The parties represent and warrant that they are authorized to enter into, and that they have the authority to perform, the terms of this Agreement. Ayers represents and warrants that he has not sold, assigned, transferred, conveyed or otherwise disposed of all or any portion of the Released Claims.

7. Nothing in this Agreement shall be construed as an admission of wrongdoing by any party. All parties expressly deny any such wrongdoing.

8. Each party is responsible for payment of their own attorneys' fees.

9. This Agreement constitutes the complete understanding between the parties. Ayers acknowledges and declares that no other contract, promise or inducement has been made, whether oral or written. This Agreement shall supersede any and all other agreements, whether oral or written, made prior to the date of execution of this Agreement.

10. Ayers states and acknowledges that he has entered into this Agreement voluntarily and on his own free will and that he fully understands all the terms of the Agreement. Ayers acknowledges that he has been advised to consult an attorney prior to signing this Agreement, that he has in fact consulted with an attorney regarding this matter and is satisfied that his counsel has explained to him all of his options in connection with this Agreement.

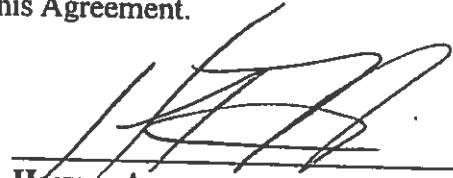
11. If any provision of this Agreement is found invalid, or incapable of being enforced by reason of any law, rule or public policy, all other provisions shall, nevertheless, remain in full force and effect, and no provision herein shall be dependent upon any other provision.

12. This Agreement shall be construed and governed in accordance with the laws of Florida.

13. No ambiguity in this Agreement shall be construed against any party based upon a claim that the party drafted the ambiguous language.

This Agreement, consisting of three pages, is freely and voluntarily entered into by the parties. The parties acknowledge that they have read this Agreement and that they understand the words, terms, conditions and legal significance of this Agreement.

10/31/2012
Date


Harvey Ayers

For the City of Punta Gorda,

10/31/2012
Date

By: 