

SEPARATION AGREEMENT, WAIVER, AND RELEASE

This SEPARATION AGREEMENT, WAIVER, AND RELEASE ("Agreement") is made and entered into, by and between, the CITY OF EDGEWATER (the "City") and David J. Arcieri ("Employee").

WHEREAS, Employee desires to retire from the City effective December 16, 2018 but does not wish to continue to perform assigned duties beginning November 14, 2018; and

WHEREAS, Employee will have unselfishly served the City with 24 years of services; and

WHEREAS, the City desires to provide for the orderly transition of Employee's duties.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below and other good and valuable consideration, the parties expressly, knowingly, and voluntarily agree as follows:

1. Employee is currently on paid administrative leave pending an investigation and the City has relieved Employee of command and control of the Police and Fire Departments effective November 14, 2018. Employee shall no longer report to work and shall return to the City all city property in Employee's possession. The City agrees that an investigation of Employee will not be necessary or undertaken if Employee resigns from City service effective December 16, 2018 pursuant to the terms of this Agreement.
2. Employee shall be allowed to use accrued sick and vacation leave during the time of November 15, 2018 through December 16, 2018. During such time after November 14, 2018 the employee shall not accrue any additional sick and vacation time until the date of separation. In the event that Employee's sick and vacation leave accruals are exhausted prior to Employee's date of separation as set forth in paragraph 3, the City shall grant Employee leave without pay until the date of Employee's separation.
3. By signing this Agreement, Employee knowingly and voluntarily agrees to resign, by retiring, from City service effective December 16, 2018 and the City accepts such resignation. Employee shall provide the City a letter of resignation with an effective date of December 16, 2018, with this agreement.
4. Upon separation from City service, the Employee is entitled to receive those benefits which are applicable to the Employee in accordance with City benefit plans and City rules and regulations offered to such retired employees. Nothing contained in this Agreement shall affect the Employee's entitlement to the aforesaid benefits.
5. By signing this Agreement, the Employee is entitled to payments and benefits to which the Employee would not otherwise be entitled absent the mutual promises contained in this Agreement as follows:
 - a. The City agrees to continue the Employee's current family coverage on the City's group health insurance program and the City will pay the premium costs through December 31, 2018.

- b. The City agrees to continue the Family dental coverage on the City's group dental insurance program and the City will pay the premium costs through December 31, 2018.
 - c. The City agrees to continue the long term disability benefit and the group term life insurance and the City will pay the premium costs through December 31, 2018.
6. In consideration for foregoing commitments by the City, the Employee hereby waives any and all claims - with one exception below - which Employee has against the City and all related entities and each and every one of their current and former officials, officers, managers, employees, representatives, agents, and attorneys, arising out of the Employee's employment with the City of Edgewater or separation from that employment. This Waiver and Release includes, but is not limited to, any claim or lawsuit which has been or could have been brought under the Age Discrimination Employment Act; Title VII of the Civil Rights Act of 1964 (as amended by, among other things, the Civil Rights Act of 1991); Equal Pay Act; Americans with Disabilities Act; Family and Medical Leave Act; Fair Labor Standards Act; Older Workers Benefit Protection Act ("OWBPA"); the Constitutions of the United States and the State of Florida; Florida's Whistleblower's Act (Florida Statute Section 112.3187, et seq.); any claims under the retaliation section of Florida's Worker's Compensation Statute (Section 440.205, Florida Statutes); Florida Civil Rights Act of 1992; and/or any other applicable federal or state statute, or any local law or ordinance, including, but not limited to, any common law cause of action, including without limitation, claims for breach of contract, defamation, constitutional violation, wrongful discharge, intentional or negligent retention of employees, claims for emotional distress or claims of personal injury of any type, and/or claims based upon any City rule, regulation or policy. The Employee acknowledges that the foregoing list of claims or causes of action which have been waived is meant to be illustrative rather than all-inclusive. However, the City and Employee agree that the Employee has not waived or released his claim under Florida's Worker's Compensation Statute (Chapter 440) relating to the workplace accident which occurred on November 12, 2018.
7. Nothing contained in this Agreement prohibits Employee from participating in any investigation or proceeding before any federal, state, or local governmental agency.
8. The Waiver and Release in this Agreement prevents Employee from recovering any relief (including, but not limited to, money damages of any type), or being reinstated to the City as a result of any charge, lawsuit, grievance, arbitration, or other proceeding brought on Employee's behalf arising out of Employee's employment with the City or separation from that employment, except for any relief resulting from the November 12, 2018 workplace accident.
9. The Employee acknowledges that Employee may revoke this Agreement by submitting written notice of revocation to the Interim City Manager, City of Edgewater, 104 North Riverside Drive, Edgewater, Florida 32132, to be received during the seven (7) days following the day the Employee signs this Agreement. This Agreement shall become effective and enforceable immediately upon expiration of this seven-day revocation period.

10. The Employee also acknowledges that Employee has been given at least twenty-one (21) days after receipt of this Agreement to decide whether to sign this Agreement. Employee acknowledges that Employee has been advised to consult with an attorney of Employee's choosing prior to signing this Agreement.
11. The Employee acknowledges that a facsimile signature of this Agreement shall and does have the same binding force and effect as that of an original signature and that any and all signed copies of this Agreement shall be deemed valid and enforceable.
12. If any term or provision of this Agreement, other than the Waiver and Release of claims provision, shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.
13. The City and the Employee agree that the prevailing party in any litigation regarding this Agreement (except and only to the extent that such litigation challenges the validity of this Agreement under the OWBPA) shall be entitled to recover all attorney's fees and costs in connection with any litigation or proceeding resulting from this Agreement. The parties agree that any litigation pursuant to this Agreement shall be conducted under the laws of the State of Florida, and venue will be exclusively in Volusia County, Florida.

IN WITNESS WHEREOF, the parties hereto execute this Agreement, Waiver and Release

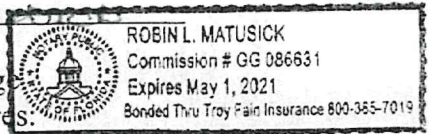
[Signature]
 Dayjd J. Arcieri

Date: 11/15/18

STATE OF FLORIDA
 COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me on Nov 15, 2018 (date) by Dayjd J. Arcieri who is personally known by me (or who has produced nil as identification) and who took an oath.

[Signature]
 Notary Public
 State of Florida at Large
 My Commission Expires:



CITY OF EDGEWATER

[Signature]
 Interim City Manager

Date: 11-15-18