

SEPARATION AGREEMENT
& GENERAL RELEASE

Lieutenant Daniel Dietrich (hereafter "Employee") and The City of South Daytona, Florida (hereafter "Employer," or "The City,") a term that includes all council members, officers, employees or agents), hereby agree as follows:

1. Termination of Employment Relationship

Employee has agreed to resign and retire from his employment with the City, effective September 27, 2017. In exchange for the voluntary resignation/retirement of the employee, the City will neither conduct further investigation, nor make further report to the Criminal Justice Standards and Training Commission (CJSTC) on IA Case No. 17-01-DJD, unless hereafter compelled to do so by the Florida Department of Law Enforcement (FDLE) and/or the CJSTC.

2. Full General Release of All Claims

Employee understands that he is an at-will employee and acknowledges that he is not entitled to continued employment or the consideration set out above absent execution of this Agreement, and in addition, the return on or before 9/30/17, 2017 by the Employee of all documents, electronic files or other tangible items in his possession, custody or control which are the property of the Employer.

In exchange for this consideration, Employee hereby releases, acquits, and forever discharges Employer from any and all actions, causes of action, claims, demands, damages, losses, occurrences, and liabilities of any kind whatsoever, known or unknown, arising out of any matter, happening, or thing from the beginning of time to the date of this Agreement, except as to the rights and obligations expressly created or reserved by this Agreement. This general release specifically includes, but is not limited to:

(a) Any claim for discrimination on the basis of race, color, creed, national origin, sex, age, religion, ancestry, actual or perceived disability, veteran status, union activities, or any other status protected by local, state or federal laws, constitutions, regulations, ordinances or executive orders, including, but not limited to, claims under Title VII of the Civil Rights Act of

1964, as amended, the Americans with Disabilities Act, Executive Order 11246, the Rehabilitation Act, the Family and Medical Leave Act, the Occupational Health and Safety Act, the Age Discrimination in Employment Act,¹ the Older Worker Benefit Protection Act, the Florida Civil Rights Act of 1992 (Fla. Stat. § 760.01, et seq.) any claim grounded upon rights secured by the U.S. or Florida Constitution, or under any other federal or state statute or law which prohibits any kind of discrimination against any protected class, including, but not limited to, any state or local statute, law regulation of ordinance of the State of Florida.

(b) Any claim for retaliation in response to any protected activity, including the filing of a civil complaint, internal complaint, union grievance, or any other activity protected by local, state or federal laws, constitutions, regulations, ordinance or executive orders, including, but not limited to, any claim arising in any way under Florida's Public Sector Whistle Blower Act:

(c) Any claim for alleged violation of any public policy, statutory or common law, including, but not limited to, claims for personal injury, invasion of privacy (including claims of disclosure of private facts to the public, false light, and intrusion into private affairs), wrongful discharge, retaliatory discharge, negligent retention, negligent supervision, or negligence of any type, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, intentional interference with a contract or with a business relationship, battery, loss of consortium, breach of fiduciary duty, or any other claims, including civil RICO or conspiracy, arising under local, state or federal laws, constitutions, regulations, ordinance or executive orders; and/or

(d) Any claim for any unpaid wages, bonuses, benefits, reimbursable business expenses (which have not been submitted to Employer's Accounting Department), or other compensation due, including overtime pay; any claim for alleged violation of the Fair Labor Standards Act or the Employee Retirement Income Security Act; or violation of any company policies, handbooks; or any

¹ The employee has been offered up to 21 days if desired to consider the meaning and effect of this Separation Agreement and General Release and if executed the employee understands that he may revoke this Separation Agreement and General Release for a period of 7 business days following the day he executes this Separation Agreement and General Release. Any revocation within this period must be submitted in writing to Scott Simpson, Esquire for the City of South Daytona, Florida. Said revocation must be personally delivered or mailed and postmarked to Scott Simpson, Esquire within seven business days of his execution of this Agreement and General Release.

claim for breach of any implied or express contract or covenant of good faith and fair dealing (and Employee expressly agrees that there are no prior contract(s) between himself and Employer, other than this Agreement.

(e) This release shall not be applicable to nor have any impact on the Employee's pending worker's compensation claim with a date of accident of 6/10/2000 and a claim number of 001-099-0001129, and a pending workers compensation claim with a date of accident of 12/6/2000 and

3. Confidentiality/Non-Disparagement a claim number of 001-100-0001376 (this ~~is~~ reference is added based on the previous emailed agreement from the City's attorney to include the 2000 case).

Employee agrees not to disclose the contents of this Agreement to anyone except his spouse, attorneys representing Employee in this matter, or tax professional for purposes of tax advice regarding this agreement, and as compelled by force of law. Employee further agrees not to undertake any disparaging conduct directed at Employer and to refrain from making any negative or derogatory statements concerning Employer. The City agrees that the City Council, City Attorney, and management level City employees will refrain from making any negative or derogatory statements or conduct concerning the Employee. The Employer agrees that it will identify the Employee's reason for separation as a voluntary separation/retirement while being investigated for violation of agency policy not involving a moral character violation. For purposes of any statements or responses to inquiries about the Employee's employment, the City shall only provide the following information: the Employee's dates of employment and positions held.

4. General Provisions

(a) Future Employment. Employee agrees that the City is not obligated to offer employment or reemploy Employee, now or in the future. Employee agrees not to apply for, solicit, seek or otherwise attempt to obtain or accept employment with or to provide services in any manner to the City.

(b) No Other Claims. Employee represents that Employee has not filed or authorized the filing of any complaints, charges or lawsuits against the City with any federal, state or local court, governmental agency, or administrative agency, and that if, unbeknownst to Employee, any such complaint has been filed on Employee's behalf, Employee will cause it to be withdrawn immediately and dismissed with prejudice.

(c) No Knowledge of Wrongdoing or Matters Requiring Disclosure. Employer represents and affirms that it has no knowledge of (a) any criminal wrongdoing by the Employee; or (b) any matters regarding the Employee requiring disclosure to any governmental agency.

(d) Remedies for Breach. The Parties understand and agree that any breach of the terms of this Agreement may give rise to liability for money damages and shall be enforceable by either party by preliminary and permanent injunction among other legal or equitable remedies. In addition, in any litigation to enforce this Agreement, the prevailing party shall be entitled to his or its reasonable attorneys' fees.

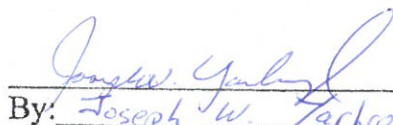
(e) This Agreement represents the entire agreement and understanding of Employee and Employer as to the subject matter of this Agreement, and supersedes any other understandings, offers, or agreements of any kind.

(f) Employee acknowledges and agrees that no representation, promise, or agreement regarding the subject matter of this Agreement has been made to or with him that is not provided for in this Agreement. The interpretation and validity of this Agreement shall be governed by the laws of the State of Florida, and the parties expressly consent to the exclusive personal jurisdiction of the state or federal courts sitting in Volusia County, Florida as to any dispute arising under this Agreement. In the event that any portion of this Agreement is found to be unenforceable by law, the remaining portions will remain in full force and effect.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS SEPARATION AGREEMENT AND GENERAL RELEASE AND UNDERSTAND ALL OF ITS TERMS, INCLUDING THE FULL AND FINAL RELEASE AND WAIVER OF CLAIMS SET FORTH ABOVE. I FURTHER ACKNOWLEDGE THAT I HAVE VOLUNTARILY ENTERED INTO THIS SEVERANCE AGREEMENT AND GENERAL RELEASE, THAT I HAVE BEEN REPRESENTED BY COUNSEL OF MY OWN CHOOSING, AND THAT I HAVE NOT RELIED UPON ANY REPRESENTATION OR STATEMENT, WRITTEN OR ORAL, NOT SET FORTH IN THIS AGREEMENT.



Lieutenant Daniel Dietrich



By: Joseph W. Farbrough
For City of South Daytona, Florida, Florida

09-27-17
Date

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Date