

GENERAL RELEASE

THIS GENERAL RELEASE is entered into as of the 3rd day of May, 2022 by and between the City of Ocala and Sandra Wilson ("Employee").

WHEREAS, the City and the Employee previously entered into an Employment Agreement to employ the Employee as the City Manager (the "Agreement"); and

WHEREAS, effective on April 19, 2022, the City has elected to terminate the Agreement without cause prior to the Agreement's expiration; and

WHEREAS, the Agreement provides for the payment of severance when it is terminated without cause prior to expiration of its term and the Employee voluntarily executes a General Release; and

WHEREAS, the Employee voluntarily executes this General Release;

NOW, THEREFORE, the parties agree as follows:

1. City will provide Employee with a severance payment in accordance with Section 4 of the Agreement.
2. The Employee hereby UNCONDITIONALLY, FULLY AND FINALLY RELEASES AND FOREVER DISCHARGES the City from any and all duties, claims, rights, complaints, charges, damages, costs, expenses, attorneys' fees, debts, demands, actions, obligations, liabilities, and causes of action, 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 past, present, or future, whether fixed, liquidated, or contingent, which she has, had, 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 General Release and up to the time of execution of this General Release (all of the foregoing are hereinafter referred to collectively as the "Released Claims").
3. 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 Consolidated Omnibus Budget Reconciliation Act, the False Claims Act, the U.S. and Florida Constitutions, 42 U.S.C. §§ 1981, 1983, 1985, 1986, the Fair Labor Standards Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Florida Civil Rights Act, the Florida Whistleblower Acts, Chapter 440 of the Florida Statutes, Chapter 112 of the Florida Statutes, the Older Worker Benefits Protection Act, the Family and Medical Leave Act, the Stored Communications 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.

4. The Released Claims shall be deemed to include a general release by the Employee of all claims against the City and the City's officials, officers, commissioners, employees, agents, insurers, independent contractors, and attorneys, whether in their official or individual capacities.
5. The Employee waives all rights she has to reinstatement to any position with the City. Additionally, the Employee agrees not to apply for, solicit, seek, or otherwise attempt to obtain or accept employment with, contract with, or to provide services to the City. She further agrees that the City shall not be under any obligation to employ or contract with her. She agrees that should any application be made by her, the City shall not have any obligation to process that application or to hire or contract with her. The failure to allow her to apply, consider or process an application, or to hire or contract with the Employee shall not constitute a violation of any local, state or federal law but shall be considered a mutually agreed upon term of this Agreement.
6. Employee acknowledges that Employee is waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act ("ADEA") and that this waiver is knowing and voluntary. Employee acknowledges that this waiver does not apply to any rights or claims that may arise under the ADEA after the effective date of this waiver. Employee acknowledges that the consideration given for this waiver is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that Employee has been advised by this writing that:
 - a. Employee should consult with an attorney prior to executing this General Release;
 - b. Employee has up to twenty-one (21) days within which to consider this General Release;
 - c. Employee has seven (7) calendar days following Employee's execution of this waiver to revoke the General Release, provided that she understands that she will not be entitled to any severance in the event she validly revokes the General Release. To be effective, a revocation must be in writing and received by the City Clerk, at the address provided in the Agreement, by no later than 4:30 p.m. on the seventh calendar day following Employee's execution of this General Release;
7. Employee agrees that this General Release is not to be construed as an admission of any violation of any federal, state or local statutes, ordinance, or regulation or any duty allegedly owed by City to Employee. This General Release shall be governed under the laws of the State of Florida. No ambiguity in this Agreement

shall be construed against any party based upon a claim that the party drafted the ambiguous language. This Agreement may only be modified, altered, or rescinded pursuant to a subsequent written agreement, signed by both parties.

Date

Sandra Wilson

STATE OF FLORIDA }

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COUNTY OF }

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Sworn and subscribed before me this _____ day of _____, by _____, who is personally known to me or who has produced _____ as identification.

(seal)

Notary Public, State of Florida