

NOTICE

There will be a Special Meeting of the CITY COUNCIL of the CITY OF PORT ST. LUCIE on September 19, 2016, at 1:00 p.m., prior to the 1:00 p.m. City Council Workshop, at the PORT ST. LUCIE COMMUNITY CENTER, ROOM A, 2195 SE Airoso Boulevard, Port St. Lucie, Florida.

AGENDA

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **DISCUSSION OF SEPARATION AGREEMENT OF CITY MANAGER**
5. **PUBLIC TO BE HEARD**
6. **ADJOURN**

NOTICE: No stenographic record by a certified court reporter will be made of the foregoing meeting. Accordingly, any person who may seek to appeal any decision involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence at said meeting upon which any appeal is to be based.

NOTICE: Public and Press are invited to review all the backup for Council Meetings. Copies are available in the City Clerk's Office and the Communication Department on Thursday, Friday, and Monday before Council Meetings. On Meeting nights a copy of backup material is available in the Reception Area for public review. PLEASE LEAVE THE AGENDA BACKUP MATERIAL IN GOOD ORDER FOR OTHERS TO REVIEW.

NOTICE: Anyone wishing to speak during Public to be Heard is asked to fill out a yellow Participation Card and submit it to the City Clerk. Anyone wishing to speak on any Agenda Item is asked to fill out a green Participation Card and submit it to the City Clerk. Participation Cards are available on the lectern in Council Chambers, at the Reception Desk in City Hall lobby, and in the City Clerk's Office.

AS A COURTESY TO THE PEOPLE RECORDING THE MEETING, PLEASE TURN ALL CELL PHONES TO SILENT.

WORKING PAPER ON DRAFTS OF SEPARATION AGREEMENT

DW

(Updated 9/19/16)

There are four versions of the draft of Jeff Bremer's separation agreement. They are all the same, except they provide different dates of separation and amounts paid in Paragraphs 1, 2 and 4.

Draft A:

This version provides that Mr. Bremer separates on September 20, 2016, and is paid twenty weeks' severance pay totaling \$70,408.00. He also receives his unpaid annual leave of 176 hours, totaling \$15,489.76.

Draft B:

This version provides that Mr. Bremer separates on September 20, 2016, and is NOT paid severance. He receives unpaid annual leave of 176 hours, totaling \$15,489.76.

Draft C:

This version provides that Mr. Bremer continues "on the payroll" until December 31, 2016, but does not perform the duties of City Manager other than those tasks reasonably necessary to transition the position to his successor. He does NOT receive severance. His unpaid annual leave would be 336 hours, but the payout would be limited to 240 hours per Mr. Bremer's contract, thus totaling \$21,122.40.

Draft D:

This version was added 9/19/16, after the City Attorney spoke with Mr. Bremer about the first three drafts. It is identical to Draft A, except Paragraph 4 is changed to extend health insurance coverage through 2/28/17, the end of the month that severance pay ends. Mr. Bremer noted that he would accept this version if City Counsel offers it, and that this is what prior separation agreements with city managers and city attorneys provided.

Sick Leave:

It is noteworthy that, per City policy, Mr. Bremer is not entitled to any portion of unused sick leave, as he has been employed with the City less than five years. If he separates on September 20, 2016, his sick leave bank is 223 hours, totaling \$19,626.23. If he separates on December 31, 2016, that increases to 247 hours, totaling \$21,738.47.

Financial Impact:

If Draft A is executed, Mr. Bremer will receive (in addition to his final paycheck) \$85,897.76 in severance and unpaid leave, plus \$18,038.10 contributed to his retirement and deferred compensation plans, for a total cost to the City of \$103,935.86.

If Draft B is executed, Mr. Bremer will receive unpaid leave \$15,489.76, plus \$3,252.42 contributed to his retirement and deferred compensation plans, for a total cost to the City of \$18,742.18.

If Draft C is executed, Mr. Bremer will receive additional salary of roughly \$45,765.20 (1/4 of his annual salary of \$183,060.80), plus benefits, plus unpaid annual leave of \$21,122.40 and \$11,089.26 in retirement and deferred compensation plan contributions, for a total cost to the City of \$77,976.86, plus benefits.

If Draft D is executed, Mr. Bremer will receive (in addition to his final paycheck) \$85,897.76 in severance and unpaid leave, plus \$18,038.10 contributed to his retirement and deferred compensation plans. The City's contribution to continue Mr. Bremer's health insurance (family coverage) until 2/28/17 would be \$9,755.00, for a total cost to the City of \$113,690.86.

SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter called the "Agreement") is entered into by and between the City of Port St. Lucie (hereinafter referred to as "CITY") acting through the CITY COUNCIL, and JEFF BREMER, (hereinafter referred to as "BREMER"). CITY and BREMER are collectively referred to herein as the "PARTIES".

WHEREAS, BREMER was employed by CITY and served most recently in the role of City Manager.

WHEREAS, the PARTIES agree that it is in their mutual best interests to terminate that employment relationship via this Agreement.

WHEREAS, the PARTIES agree to finally and forever resolve any and all issues relating to BREMER'S employment via this Agreement.

NOW, therefore, in consideration of the foregoing recitals, and the mutual promises, agreements and understandings contained herein, the "PARTIES" agree as follows:

1. BREMER hereby ceases employment as City Manager, effective September 20, 2016 (the "Effective Date") pursuant to this Agreement.

2. In consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to pay, less all applicable taxes and deductions, within twenty-one (21) business days of the Effective Date, the following calculations which may be adjusted for accruals through the effective date of separation:

A. Twenty (20) weeks of severance pay	=	\$70,408.00
B. One Hundred Seventy-Six (176) hours of accrued and unused annual leave	=	\$15,487.76

3. Consistent with provisions V and VIII of his employment agreement an additional amount equal to 10.5% of the amounts detailed in paragraph two (2) shall be deposited into BREMER'S ICMA Retirement Corporation 401(A) account.

4. Additionally, in consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to continue health insurance coverage at BREMER'S current coverage level through September 30, 2016, provided BREMER continues to pay the rate equivalent to the applicable active employee contribution amount during the covered period. Thereafter, should BREMER elect COBRA coverage or accept CITY'S state mandated offer of continuation coverage, effective October 1, 2016, BREMER shall be entitled to do so at the CITY'S designated rate for retirees in accord with statutory law and the policies and procedures of CITY, at his own expense.

5. The PARTIES agree that there will be no representations or statements made by the CITY COUNCIL (or by its individual members) or BREMER after the execution of this Agreement, including without limitation, those made anonymously, that shall, either directly or indirectly in the form of oral or written statements or representations in any other form, that disparage, slander, libel, defame, impugn, damage or take any action that adversely affect the reputation of either PARTY. Notwithstanding the foregoing, this paragraph shall not be inconsistent with Section 215.425, Florida Statutes.

6. CITY agrees not to interfere with BREMER's pursuit of future employment opportunities. Interfere shall be defined as intentionally creating a hindrance or obstacle. However, the foregoing shall not apply to CITY's compliance with applicable laws and regulations.

7. BREMER understands that there are Post Employment Restrictions and BREMER shall not personally represent another person or entity for compensation before the CITY COUNCIL or any CITY Board or commission for a period of TWO (2) years following the Effective Date. This post employment restriction shall not apply to BREMER's representation of any not for profit entity serving the needs to the community as may be determined by the CITY COUNCIL.

8. BREMER understands and agrees that he is expressly waiving any and all rights he may have with respect to any matter related to or connected to employment or discontinuation of employment with CITY. BREMER further understands that by signing this Agreement, he is agreeing not to initiate, participate in, and/or continue any complaint or cause of action, legal or otherwise against CITY. BREMER hereby releases, waives and forever discharges CITY from any and all claims, liabilities, costs, and damages of any nature whatsoever, known or unknown at this time, arising out of or in connection with BREMER's employment or discontinuation of employment with CITY. This includes but is not limited to any and all conceivable common law and/or statutory claims arising under local, state or federal statutory and/or regulatory scheme(s), based upon events occurring prior to the date of execution of this Agreement. By way of example, this includes, but is not limited to, the Civil Rights Act of 1866, 1871, 1964, and 1991; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Public Health Service Act; the Florida Civil Rights Act; Florida's Government in the Sunshine Act; Whistle-blower's Act; the Florida Public Records Act; the Florida Constitution; the Americans with Disabilities Act; and the Rehabilitation Act of 1973. This release also applies to any other federal, state or local laws relating to discrimination in employment. BREMER expressly acknowledges that the execution of this Agreement extinguishes any and all such claims. Further, this Agreement shall not be construed as an admission by CITY of any violation of any federal, state, local or common law relating to the employer/employee relationship. Nothing in this paragraph shall foreclose CITY from defending BREMER against civil action(s) arising out of and in the scope of his former employment as provided for in Section 111.07, Florida Statutes.

9. BREMER for himself, his heirs, executors, administrators, successors and assigns, hereby fully and forever releases, acquits, and discharges CITY, its successors and assigns, and its respective public officers, agents, employees and their heirs, executors, administrators, successors and assigns, together with any and all persons, firms, corporations affiliates, and subsidiaries, who are or may be liable for any and all claims, demands, judgments, damages, expenses, actions, and causes of action which may occur

in the future out of or in connection with any and all damages, expenses, claims, actions or causes of action resulting directly or indirectly from her former employment with CITY. The foregoing includes, but not limited to any and all claims made before the State of Florida, the Public Employees Relations Commission, the Division of Administrative Hearing, and the Equal Employment Opportunity Commission, or pursuant to internal grievance procedures. Nothing in this paragraph shall foreclose CITY from defending BREMER against civil action(s) arising out of and in the scope of his former employment as provided for in Section 111.07, Florida Statutes.

10. BREMER acknowledges and states that upon the Effective Date, he shall return any and all CITY property including, but not limited to; equipment, files, papers, memoranda, policies, procedures, processes, materials or any other work made or generated in the performance of the job.

11. Consistent with the provisions in paragraphs 8 and 9, nothing in this Agreement shall foreclose CITY from defending BREMER against civil actions (s) arising out of and in the scope of his former employment as provided for in Section 111.07, Florida Statutes.

12. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

13. The PARTIES agree that the laws of the State of Florida, St. Lucie County, shall govern this Agreement, and the venue to enforce this Agreement shall be St. Lucie County, Florida.

14. BREMER agrees that he has carefully read and fully understands all provisions of this Agreement and has had sufficient opportunity to consider the contents of this Agreement. BREMER also acknowledges that he has entered into this Agreement freely and voluntarily and **has been advised to consult legal counsel prior to signing this Agreement.**

15. In any action arising from or relating to any provision of this Agreement, the prevailing party shall be entitled to recover attorney fees and costs, including attorney fees and costs incident to appeal.

16. This Agreement is made without reliance upon any statement or representation of any statement or representation of any PARTY hereby release, except those contained in this Agreement. This Agreement incorporates all the understandings of the PARTIES. No other agreement or modification of this Agreement between the PARTIES will have any effect unless it is in writing and signed by all the PARTIES.

17. This Agreement supersedes all prior agreements between the PARTIES with respect to BREMER's employment and constitutes a complete and exclusive statement of the terms between the PARTIES concerning the aforementioned subject matter.

18. Each of the signatories below declares that they have carefully read this Agreement and understand each provision contained herein, that each has reviewed its terms, and that each agrees to it for the purpose of making a full and final adjustment and resolution of the matters contained herein.

19. BREMER hereby understands that by signing this Agreement, BREMER acknowledges and agrees that CITY has informed him by this Agreement that (1) BREMER has the right to consult with an attorney of his choice prior to signing this Agreement, and (2) BREMER is entitled to twenty-one (21) days from the receipt of this Agreement to consider whether the terms are acceptable to him.

Jeff Bremer, City Manager Date

Gregory J. Oravec, Mayor Date

APPROVED AS TO FORM:

O. Reginald Osenton Date
City Attorney

B

SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter called the "Agreement") is entered into by and between the City of Port St. Lucie (hereinafter referred to as "CITY") acting through the CITY COUNCIL, and JEFF BREMER, (hereinafter referred to as "BREMER"). CITY and BREMER are collectively referred to herein as the "PARTIES".

WHEREAS, BREMER was employed by CITY and served most recently in the role of City Manager.

WHEREAS, the PARTIES agree that it is in their mutual best interests to terminate that employment relationship via this Agreement.

WHEREAS, the PARTIES agree to finally and forever resolve any and all issues relating to BREMER'S employment via this Agreement.

NOW, therefore, in consideration of the foregoing recitals, and the mutual promises, agreements and understandings contained herein, the "PARTIES" agree as follows:

1. BREMER hereby ceases employment as City Manager, effective September 20, 2016 (the "Effective Date") pursuant to this Agreement.
2. In consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to pay, less all applicable taxes and deductions, within twenty-one (21) business days of the Effective Date, One Hundred Seventy-Six (176) hours of accrued and unused annual leave totaling Fifteen Thousand Four Hundred Eighty-Seven Dollars and Seventy-Six Cents (\$15,487.76).
3. Consistent with provisions V and VIII of his employment agreement an additional amount equal to 10.5% of the amounts detailed in paragraph two (2) shall be deposited into BREMER'S ICMA Retirement Corporation 401(A) account.
4. Additionally, in consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to continue health insurance coverage at BREMER'S current coverage level through September 30, 2016, provided BREMER continues to pay the rate equivalent to the applicable active employee contribution amount during the covered period. Thereafter, should BREMER elect COBRA coverage or accept CITY'S state mandated offer of continuation coverage, effective October 1, 2016, BREMER shall be entitled to do so at the CITY'S designated rate for retirees in accord with statutory law and the policies and procedures of CITY, at his own expense.

5. The PARTIES agree that there will be no representations or statements made by the CITY COUNCIL (or by its individual members) or BREMER after the execution of this Agreement, including without limitation, those made anonymously, that shall, either directly or indirectly in the form of oral or written statements or representations in any other form, that disparage, slander, libel, defame, impugn, damage or take any action that adversely affect the reputation of either PARTY. Notwithstanding the foregoing, this paragraph shall not be inconsistent with Section 215.425, Florida Statutes.

6. CITY agrees not to interfere with BREMER's pursuit of future employment opportunities. Interfere shall be defined as intentionally creating a hindrance or obstacle. However, the foregoing shall not apply to CITY's compliance with applicable laws and regulations.

7. BREMER understands that there are Post Employment Restrictions and BREMER shall not personally represent another person or entity for compensation before the CITY COUNCIL or any CITY Board or commission for a period of TWO (2) years following the Effective Date. This post employment restriction shall not apply to BREMER's representation of any not for profit entity serving the needs to the community as may be determined by the CITY COUNCIL.

8. BREMER understands and agrees that he is expressly waiving any and all rights he may have with respect to any matter related to or connected to employment or discontinuation of employment with CITY. BREMER further understands that by signing this Agreement, he is agreeing not to initiate, participate in, and/or continue any complaint or cause of action, legal or otherwise against CITY. BREMER hereby releases, waives and forever discharges CITY from any and all claims, liabilities, costs, and damages of any nature whatsoever, known or unknown at this time, arising out of or in connection with BREMER's employment or discontinuation of employment with CITY. This includes but is not limited to any and all conceivable common law and/or statutory claims arising under local, state or federal statutory and/or regulatory scheme(s), based upon events occurring prior to the date of execution of this Agreement. By way of example, this includes, but is not limited to, the Civil Rights Act of 1866, 1871, 1964, and 1991; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Public Health Service Act; the Florida Civil Rights Act; Florida's Government in the Sunshine Act; Whistle-blower's Act; the Florida Public Records Act; the Florida Constitution; the Americans with Disabilities Act; and the Rehabilitation Act of 1973. This release also applies to any other federal, state or local laws relating to discrimination in employment. BREMER expressly acknowledges that the execution of this Agreement extinguishes any and all such claims. Further, this Agreement shall not be construed as an admission by CITY of any violation of any federal, state, local or common law relating to the employer/employee relationship. Nothing in this paragraph shall foreclose CITY from defending BREMER against civil action(s) arising out of and in the scope of his former employment as provided for in Section 111.07, Florida Statutes.

9. BREMER for himself, his heirs, executors, administrators, successors and assigns, hereby fully and forever releases, acquits, and discharges CITY, its successors and assigns, and its respective public officers, agents, employees and their heirs, executors, administrators, successors and assigns, together with any and all persons, firms, corporations affiliates, and subsidiaries, who are or may be liable for any and all claims,

demands, judgments, damages, expenses, actions, and causes of action which may occur in the future out of or in connection with any and all damages, expenses, claims, actions or causes of action resulting directly or indirectly from her former employment with CITY. The foregoing includes, but not limited to any and all claims made before the State of Florida, the Public Employees Relations Commission, the Division of Administrative Hearing, and the Equal Employment Opportunity Commission, or pursuant to internal grievance procedures. Nothing in this paragraph shall foreclose CITY from defending BREMER against civil action(s) arising out of and in the scope of his former employment as provided for in Section 111.07, Florida Statutes.

10. BREMER acknowledges and states that upon the Effective Date, he shall return any and all CITY property including, but not limited to; equipment, files, papers, memoranda, policies, procedures, processes, materials or any other work made or generated in the performance of the job.

11. Consistent with the provisions in paragraphs 8 and 9, nothing in this Agreement shall foreclose CITY from defending BREMER against civil actions (s) arising out of and in the scope of his former employment as provided for in Section 111.07, Florida Statutes.

12. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

13. The PARTIES agree that the laws of the State of Florida, St. Lucie County, shall govern this Agreement, and the venue to enforce this Agreement shall be St. Lucie County, Florida.

14. BREMER agrees that he has carefully read and fully understands all provisions of this Agreement and has had sufficient opportunity to consider the contents of this Agreement. BREMER also acknowledges that he has entered into this Agreement freely and voluntarily and **has been advised to consult legal counsel prior to signing this Agreement.**

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Jeff Bremer, City Manager Date

Gregory J. Oravec, Mayor Date

APPROVED AS TO FORM:

O. Reginald Osenton Date
City Attorney

C

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1. BREMER hereby ceases employment as City Manager, effective December 31, 2016 (the "Effective Date") pursuant to this Agreement. The parties acknowledge and agree, however, that until the Effective Date BREMER shall not continue performing any of his duties as City Manager, except for those duties reasonably necessary for the transition of those duties to BREMER'S successor as City Manager.
2. In consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to pay, less all applicable taxes and deductions, within twenty-one (21) business days of the Effective Date, the accrued and unused annual leave and sick leave accrued through the Effective Date, subject to a maximum of Two Hundred Forty (240) hours pursuant to City policy, in which instance would total Twenty-One Thousand One Hundred Twenty-Two Dollars and Forty Cents (\$21,122.40).
3. Consistent with provisions V and VIII of his employment agreement an additional amount equal to 10.5% of the amounts detailed in paragraph two (2) shall be deposited into BREMER's ICMA Retirement Corporation 401(A) account.
4. Additionally, in consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to continue health insurance coverage at BREMER's current coverage level through December 31, 2016, provided BREMER continues to pay the rate equivalent to the applicable active employee contribution amount during the covered period. Thereafter, should BREMER elect COBRA coverage or accept CITY's state mandated offer of continuation coverage, effective January 1, 2017, BREMER shall be entitled to do so at the CITY'S designated rate for retirees in accord with statutory law and the policies and procedures of CITY, at his own expense.

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demands, judgments, damages, expenses, actions, and causes of action which may occur in the future out of or in connection with any and all damages, expenses, claims, actions or causes of action resulting directly or indirectly from her former employment with CITY. The foregoing includes, but not limited to any and all claims made before the State of Florida, the Public Employees Relations Commission, the Division of Administrative Hearing, and the Equal Employment Opportunity Commission, or pursuant to internal grievance procedures. Nothing in this paragraph shall foreclose CITY from defending BREMER against civil action(s) arising out of and in the scope of his former employment as provided for in Section 111.07, Florida Statutes.

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Jeff Bremer, City Manager Date

Gregory J. Oravec, Mayor Date

APPROVED AS TO FORM:

O. Reginald Osenton Date
City Attorney

D

SEPARATION AGREEMENT AND GENERAL RELEASE

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A. Twenty (20) weeks of severance pay	=	\$70,408.00
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4. Additionally, in consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to continue health insurance coverage at BREMER's current coverage level through February 28, 2017, provided BREMER continues to pay the rate equivalent to the applicable active employee contribution amount during the covered period. Thereafter, should BREMER elect COBRA coverage or accept CITY's state mandated offer of continuation coverage, effective March 1, 2017, BREMER shall be entitled to do so at the CITY'S designated rate for retirees in accord with statutory law and the policies and procedures of CITY, at his own expense.

5. The PARTIES agree that there will be no representations or statements made by the CITY COUNCIL (or by its individual members) or BREMER after the execution of this Agreement, including without limitation, those made anonymously, that shall, either directly or indirectly in the form of oral or written statements or representations in any other form, that disparage, slander, libel, defame, impugn, damage or take any action that adversely affect the reputation of either PARTY. Notwithstanding the foregoing, this paragraph shall not be inconsistent with Section 215.425, Florida Statutes.

6. CITY agrees not to interfere with BREMER's pursuit of future employment opportunities. Interfere shall be defined as intentionally creating a hindrance or obstacle. However, the foregoing shall not apply to CITY's compliance with applicable laws and regulations.

7. BREMER understands that there are Post Employment Restrictions and BREMER shall not personally represent another person or entity for compensation before the CITY COUNCIL or any CITY Board or commission for a period of TWO (2) years following the Effective Date. This post employment restriction shall not apply to BREMER's representation of any not for profit entity serving the needs to the community as may be determined by the CITY COUNCIL.

8. BREMER understands and agrees that he is expressly waiving any and all rights he may have with respect to any matter related to or connected to employment or discontinuation of employment with CITY. BREMER further understands that by signing this Agreement, he is agreeing not to initiate, participate in, and/or continue any complaint or cause of action, legal or otherwise against CITY. BREMER hereby releases, waives and forever discharges CITY from any and all claims, liabilities, costs, and damages of any nature whatsoever, known or unknown at this time, arising out of or in connection with BREMER's employment or discontinuation of employment with CITY. This includes but is not limited to any and all conceivable common law and/or statutory claims arising under local, state or federal statutory and/or regulatory scheme(s), based upon events occurring prior to the date of execution of this Agreement. By way of example, this includes, but is not limited to, the Civil Rights Act of 1866, 1871, 1964, and 1991; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Public Health Service Act; the Florida Civil Rights Act; Florida's Government in the Sunshine Act; Whistle-blower's Act; the Florida Public Records Act; the Florida Constitution; the Americans with Disabilities Act; and the Rehabilitation Act of 1973. This release also applies to any other federal, state or local laws relating to discrimination in employment. BREMER expressly acknowledges that the execution of this Agreement extinguishes any and all such claims. Further, this Agreement shall not be construed as an admission by CITY of any violation of any federal, state, local or common law relating to the employer/employee relationship. Nothing in this paragraph shall foreclose CITY from defending BREMER against civil action(s) arising out of and in the scope of his former employment as provided for in Section 111.07, Florida Statutes.

9. BREMER for himself, his heirs, executors, administrators, successors and assigns, hereby fully and forever releases, acquits, and discharges CITY, its successors and assigns, and its respective public officers, agents, employees and their heirs, executors, administrators, successors and assigns, together with any and all persons, firms, corporations affiliates, and subsidiaries, who are or may be liable for any and all claims, demands, judgments, damages, expenses, actions, and causes of action which may occur

in the future out of or in connection with any and all damages, expenses, claims, actions or causes of action resulting directly or indirectly from her former employment with CITY. The foregoing includes, but not limited to any and all claims made before the State of Florida, the Public Employees Relations Commission, the Division of Administrative Hearing, and the Equal Employment Opportunity Commission, or pursuant to internal grievance procedures. Nothing in this paragraph shall foreclose CITY from defending BREMER against civil action(s) arising out of and in the scope of his former employment as provided for in Section 111.07, Florida Statutes.

10. BREMER acknowledges and states that upon the Effective Date, he shall return any and all CITY property including, but not limited to; equipment, files, papers, memoranda, policies, procedures, processes, materials or any other work made or generated in the performance of the job.

11. Consistent with the provisions in paragraphs 8 and 9, nothing in this Agreement shall foreclose CITY from defending BREMER against civil actions (s) arising out of and in the scope of his former employment as provided for in Section 111.07, Florida Statutes.

12. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

13. The PARTIES agree that the laws of the State of Florida, St. Lucie County, shall govern this Agreement, and the venue to enforce this Agreement shall be St. Lucie County, Florida.

14. BREMER agrees that he has carefully read and fully understands all provisions of this Agreement and has had sufficient opportunity to consider the contents of this Agreement. BREMER also acknowledges that he has entered into this Agreement freely and voluntarily and **has been advised to consult legal counsel prior to signing this Agreement.**

15. In any action arising from or relating to any provision of this Agreement, the prevailing party shall be entitled to recover attorney fees and costs, including attorney fees and costs incident to appeal.

16. This Agreement is made without reliance upon any statement or representation of any statement or representation of any PARTY hereby release, except those contained in this Agreement. This Agreement incorporates all the understandings of the PARTIES. No other agreement or modification of this Agreement between the PARTIES will have any effect unless it is in writing and signed by all the PARTIES.

17. This Agreement supersedes all prior agreements between the PARTIES with respect to BREMER's employment and constitutes a complete and exclusive statement of the terms between the PARTIES concerning the aforementioned subject matter.

18. Each of the signatories below declares that they have carefully read this Agreement and understand each provision contained herein, that each has reviewed its terms, and that each agrees to it for the purpose of making a full and final adjustment and resolution of the matters contained herein.

19. BREMER hereby understands that by signing this Agreement, BREMER acknowledges and agrees that CITY has informed him by this Agreement that (1) BREMER has the right to consult with an attorney of his choice prior to signing this Agreement, and (2) BREMER is entitled to twenty-one (21) days from the receipt of this Agreement to consider whether the terms are acceptable to him.

Jeff Bremer, City Manager Date

Gregory J. Oravec, Mayor Date

APPROVED AS TO FORM:

O. Reginald Osenton Date
City Attorney

ADDITIONAL INFORMATION

COUNCIL ITEM: #4
DATE: 9-19-16

ADDITIONAL INFORMATION FOR WORKING PAPER ON DRAFTS OF SEPARATION AGREEMENT

DL

9/19/2016

Additional information request by Councilwoman Michelle Berger. Attached please find the below listed settlement agreements.

1. Pam E. Booker, as former City Attorney
2. Gregory J. Oravec, as former City Manager
3. Roger G. Orr, as former City Attorney

Booker, Pam

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter called the "Agreement") is entered into by and between the City of Port St. Lucie (hereinafter referred to as "CITY") acting through the CITY COUNCIL, and Pam E. Booker, Esquire, (hereinafter referred to as "BOOKER"). CITY and BOOKER are collectively referred to herein as the "PARTIES".

WHEREAS, BOOKER was employed by CITY and served most recently in the role of City Attorney.

WHEREAS, the PARTIES agree that it is in their mutual best interests to terminate that employment relationship via this Agreement.

WHEREAS, the PARTIES agree to finally and forever resolve any and all issues relating to Booker's employment via this Agreement.

NOW, therefore, in consideration of the foregoing recitals, and the mutual promises, agreements and understandings contained herein, the "PARTIES" agree as follows:

1. BOOKER hereby ceases employment as City Attorney, effective February 22, 2016 (the "Effective Date") pursuant to this Agreement.
2. In consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to pay, less all applicable taxes and deductions, within twenty one (21) business days of the Effective Date, the following, the following calculations may be adjusted for accruals through the effective date of separation:

A. Five (5) months (20 weeks) of severance pay	=	\$73,696.00
B. Three hundred, fifty, and 0.4644 (350.4644) hours of accrued and unused leave	=	\$32,284.78
C. Eight hundred, thirty-nine (839.99) hours of sick leave (Paid at 75% of maximum allowed by policy)	=	\$77,380.10
D. Two hundred and .01 hours (200.01) of sick leave (Maximum 1,040 hours of sick leave allowed by policy)	=	\$18,424.70
3. Consistent with provisions V and VIII of her employment agreement an additional amount equal to 10.5% of the amounts detailed in paragraph two (2) shall be deposited into BOOKER'S ICMA Retirement Corporation 401(A) account.
4. Additionally, in consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to continue health insurance coverage at BOOKER'S current coverage level through July 31, 2016, provided BOOKER continues to pay the rate equivalent to the applicable active employee contribution amount during the covered period. Thereafter, should BOOKER elect COBRA coverage or accept CITY's state mandated offer of continuation coverage, effective August 1, 2016, BOOKER shall be entitled to do so at the CITY'S designated

rate for retirees in accord with statutory law and the policies and procedures of CITY, at her own expense.

5. The PARTIES agree that there will be no representations or statements made by the CITY COUNCIL (or by its individual members) or BOOKER after the execution of this Agreement, including without limitation, those made anonymously, that shall, either directly or indirectly in the form of oral or written statements or representations in any other form, that disparage, slander, libel, defame, impugn, damage or take any action that adversely affect the reputation of either PARTY. Notwithstanding the foregoing, this paragraph shall not be inconsistent with Section 215.425, Florida Statutes.

6. CITY agrees not to interfere with BOOKER'S pursuit of future employment opportunities. Interfere shall be defined as intentionally creating a hindrance or obstacle. However, the foregoing shall not apply to CITY's compliance with applicable laws and regulations.

7. BOOKER understands and agrees that she is expressly waiving any and all rights she may have with respect to any matter related to or connected to employment or discontinuation of employment with CITY. BOOKER further understands that by signing this Agreement, she is agreeing not to initiate, participate in, and/or continue any complaint or cause of action, legal or otherwise against CITY. BOOKER hereby releases, waives and forever discharges CITY from any and all claims, liabilities, costs, and damages of any nature whatsoever, known or unknown at this time, arising out of or in connection with BOOKER'S employment or discontinuation of employment with CITY. This includes but is not limited to any and all conceivable common law and/or statutory claims arising under local, state or federal statutory and/or regulatory scheme(s), based upon events occurring prior to the date of execution of this Agreement. By way of example, this included, but is not limited to, the Civil Rights Act of 1866, 1871, 1964, and 1991; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Public Health Service Act; the Florida Civil Rights Act; Florida's Government in the Sunshine Act; Whistle-blower's Act; the Florida Public Records Act; the Florida Constitution; the Americans with Disabilities Act; and the Rehabilitation Act of 1973. This release also applies to any other federal, state or local laws relating to discrimination in employment. BOOKER expressly acknowledges that the execution of this Agreement extinguishes any and all such claims. Further, this Agreement shall not be construed as an admission by CITY of any violation of any federal, state, local or common law relating to the employer/employee relationship. Nothing in this paragraph shall foreclose CITY from defending BOOKER against civil action(s) arising out of and in the scope of her former employment as provided for in Section 111.07, Florida Statutes.

8. BOOKER for herself, heirs, executors, administrators, successors and assigns, hereby fully and forever releases, acquits, and discharges CITY, its successors and assigns, and its respective public officers, agents, employees and their heirs, executors, administrators, successors and assigns, together with any and all persons, firms, corporations affiliates, and subsidiaries, who are or may be liable for any and all claims, demands, judgments, damages, expenses, actions, and causes of action which may occur in the future out of or in connection with any and all damages, expenses, claims, actions or causes of action resulting directly or indirectly from her former employment with CITY. The foregoing includes, but not limited to any and all claims made before the State of Florida, the Public Employees Relations Commission, the Division of Administrative

Hearing, and the Equal Employment Opportunity Commission, or pursuant to internal grievance procedures. Nothing in this paragraph shall foreclose CITY from defending BOOKER against civil action(s) arising out of and in the scope of her former employment as provided for in Section 111.07, Florida Statutes.

9. BOOKER acknowledges and states that upon the Effective Date, she shall return any and all CITY property including, but not limited to; equipment, files, papers, memoranda, policies, procedures, processes, materials or any other work make or generated in the performance of the job.

10. Consistent with the provisions in paragraphs 7 and 8, nothing in this Agreement shall foreclose CITY from defending BOOKER against civil actions (s) arising out of and in the scope of her former employment as provided for in Section 111.07, Florida Statutes.

11. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

12. The PARTIES agree that the laws of the State of Florida , St. Lucie County, shall govern this Agreement, and the venue to enforce this Agreement shall be St. Lucie County, Florida.

13. BOOKER agrees that she has carefully read and fully understands all provisions of this Agreement and has had sufficient opportunity to consider the contents of this Agreement. BOOKER also acknowledges that she has entered into this Agreement freely and voluntarily and **has been advised to consult legal counsel prior to signing this Agreement.**

14. In any action arising from or relating to any provision of this Agreement, the prevailing party shall be entitled to recover attorney fees and costs, including attorney fees and costs incident to appeal.

15. This Agreement is made without reliance upon any statement or representation of any statement or representation of any PARTY hereby release, except those contained in this Agreement. This Agreement incorporates all the understandings of the PARTIES. No other agreement or modification of this Agreement between the PARTIES will have any effect unless it is in writing and signed by all the PARTIES.

16. This Agreement supersedes all prior agreements between the PARTIES with respect to BOOKER'S employment and constitutes a complete and exclusive statement of the terms between the PARTIES concerning the aforementioned subject matter.

17. Each of the signatories below declares that they have carefully read this Agreement and understand each provision contained herein, that each has reviewed its terms, and that each agrees to it for the purpose of making a full and final adjustment and resolution of the matters contained herein.

18. BOOKER hereby understands that by signing this Agreement, BOOKER acknowledges and agrees that CITY has informed her by this Agreement that (1)

BOOKER has the right to consult with an attorney of her choice prior to signing this Agreement, and (2) BOOKER is entitled to twenty-one (21) days from the receipt of this Agreement to consider whether the terms are acceptable to her.

19. CITY hereby notifies BOOKER of her right to rescind the release of claims contained in Paragraph 7 of this Agreement with regard to claims arising under the federal Age Discrimination in Employment Act, as amended ("ADEA"), within seven (7) calendar days of her signing this Agreement. In order to be effective, the rescission must (a) be in writing; (b) delivered to HUMAN RESOURCES DIRECTOR, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida, 34984, by hand or mail within the required period; and (c) if delivered by mail, return receipt requested. This Agreement will be effective upon the expiration of the 7-day period without rescission. BOOKER understands that if she rescinds any part of this Agreement in accordance with this paragraph, then BOOKER will not receive separation pay outlined in Paragraph 2(D) of this Agreement and BOOKER will be obligated to return any such payments if already received.

20. BOOKER hereby understands, acknowledges and agrees that under BOOKER'S Employment Agreement with the CITY and in accordance with the current policies and procedures of the CITY, BOOKER is only entitled to receive seventy-five percent (75%) of accrued sick leave, which equates to a separation payout payment of \$77,380.10 that was based on using 839.99 hours of accrued sick leave for calculation purposes. However, as additional consideration for the waiver and release of claims described above in Paragraphs 7 and 8, the CITY agrees to pay BOOKER a sum of \$18,424.70, which equates to payment for an additional 200.01 hours. The CITY is agreeing to pay BOOKER for 100% of the maximum total of hours allowed by policy for payment for accrued sick leave upon separation from employment, which shall thus be considered by the PARTIES as additional consideration for BOOKER'S waiver and release of claims contained in this Agreement.

 3/7/16

Pam E. Booker

Date



Mayor Gregory J. Oravec

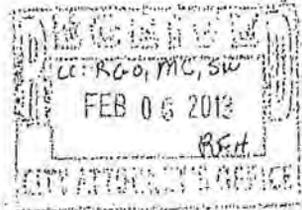
Date

AS TO FORM:

 3/15/16

Azlina Goldstein Siegel
Interim City Attorney

Date



SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter called the "Agreement") is entered into by and between the City of Port St. Lucie (hereinafter referred to as "CITY"), acting through the CITY COUNCIL, and GREGORY J. ORAVEC, (hereinafter referred to as "ORAVEC"). CITY and ORAVEC are collectively referred to herein as the "PARTIES."

WHEREAS, ORAVEC was employed by CITY and served most recently in the role of City Manager.

WHEREAS, the PARTIES agree that it is in their mutual best interests to terminate that employment relationship via this Agreement.

WHEREAS, the PARTIES agree to finally and forever resolve any and all issues relating to ORAVEC's employment via this Agreement.

NOW, therefore, in consideration of the foregoing recitals, and the mutual promises, agreements and understandings contained herein, the PARTIES agree as follows:

1. ORAVEC hereby ceases employment as City Manager, effective February 8, 2013 (the "Effective Date") pursuant to this Agreement.
2. In consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to pay, less all applicable taxes and deductions, within twenty one (21) business days of the Effective Date, the following:

a. Five (5) months of severance pay	=	\$65,365.36
b. 248.62 hours of accrued and unused leave	=	\$20,313.94
c. Salary adjustment (12/20/12 - 2/8/13)	=	\$6,894.79

Total \$92,574.09

3. 10.5% of the amounts detailed in paragraph 2 shall be deposited into ORAVEC's ICMA Retirement Corporation account.
4. Additionally, in consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to continue health insurance coverage at ORAVEC's current coverage level through July 31, 2013, provided ORAVEC continues to pay the rate equivalent to the applicable active employee contribution amount during the covered period. Thereafter, should he elect COBRA coverage or accept CITY's state mandated offer of continuation coverage, effective August 1, 2013, at CITY's designated rate for retirees, ORAVEC shall be

Mavis
J. HLA

entitled to do so in accord with statutory law and the policies and procedures of CITY, at his expense.

5. The PARTIES agree that there will be no representations or statements made by the CITY COUNCIL (or by its individual members) or ORAVEC after the execution of this Agreement, including without limitation, those made anonymously, that shall, either directly or indirectly in the form of oral or written statements or representations in any other form, that disparage, slander, libel, defame, impugn, damage or take any action that adversely affect the reputation of either PARTY. Notwithstanding the foregoing, this paragraph shall not be inconsistent with Section 215.425, Florida Statutes.
6. CITY agrees not to interfere with ORAVEC's pursuit of future employment opportunities. Interfere shall be defined as intentionally creating a hindrance or obstacle. However, the foregoing shall not apply to CITY's compliance with applicable laws and regulations.
7. ORAVEC understands that there are Post Employment Restrictions and ORAVEC shall not personally represent another person or entity for compensation before the CITY COUNCIL or any CITY board or commission for a period of TWO (2) years following the Effective Date. This post employment restriction shall not apply to ORAVEC's representation of any not for profit entity serving the needs to the community as may be determined by the CITY COUNCIL.
8. ORAVEC understands and agrees that he is expressly waiving any and all rights he may have with respect to any matter related to or connected to employment or discontinuation of employment with CITY. ORAVEC further understands that by signing this Agreement, he is agreeing not to initiate, participate in, and/or continue any complaint or cause of action, legal or otherwise, against CITY. ORAVEC hereby releases, waives, and forever discharges CITY from any and all claims, liabilities, costs, and damages of any nature whatsoever, known or unknown at this time, arising out of or in connection with ORAVEC's employment or discontinuation of employment with CITY. This includes, but is not limited to, any and all conceivable common law and/or statutory claims arising under local, state or federal statutory and/or regulatory scheme(s), based upon events occurring prior to the date of execution of this Agreement. By way of example, this includes, but is not limited to, the Civil Rights Act of 1866, 1871, 1964, and 1991; the Public Health Service Act; the Florida Civil Rights Act; Florida's Government in the Sunshine Law; Whistle-blower's Act; the Florida Public Records Act; the Florida Constitution; the Americans with Disabilities Act; and the Rehabilitation Act of 1973. This release also applies to any other federal, state or local laws relating to discrimination in employment. ORAVEC expressly acknowledges that the execution of this Agreement extinguishes any and all such claims. Further, this Agreement shall not be

construed as an admission by CITY of any violation of any federal, state, local or common law relating to the employer/employee relationship. Nothing in this paragraph shall foreclose CITY from defending ORAVEC against civil action(s) arising out of and in the scope of his former employment, as provided for in Section 111.07, Florida Statutes.

9. ORAVEC for himself, his heirs, executors, administrators, successors and assigns, hereby fully and forever releases, acquits, and discharges CITY, its successors and assigns, and its respective public officers, agents, employees and their heirs, executors, administrators, successors and assigns, together with any and all persons, firms, corporations, affiliates, and subsidiaries, who are or may be liable for any and all claims, demands, judgments, damages, expenses, actions, and causes of action which he now has or may have in the future arising out of or in connection with any and all damages, expenses, claims, actions or causes of action resulting directly or indirectly from his former employment with CITY. The foregoing includes, but not limited to, any and all claims made before the State of Florida, the Public Employees Relations Commission, the Division of Administrative Hearings, and the Equal Employment Opportunity Commission, or pursuant to internal grievance procedures. Nothing in this paragraph shall foreclose CITY from defending ORAVEC against civil action(s) arising out of and in the scope of his former employment, as provided for in Section 111.07, Florida Statutes.
10. ORAVEC acknowledges and states that, upon the Effective Date, he shall return any and all CITY property including, but not limited to, equipment, files, papers, memoranda, policies, procedures, processes, materials or any other work made or generated in the performance of the job.
11. Consistent with the provisos in paragraphs 8 and 9, nothing in this Agreement shall foreclose CITY from defending ORAVEC against civil action(s) arising out of and in the scope of his former employment, as provided for in Section 111.07, Florida Statutes.
12. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law.
13. The PARTIES agree that the laws of the State of Florida, St. Lucie County, shall govern this Agreement, and the venue to enforce this Agreement shall be St. Lucie County, Florida.
14. ORAVEC agrees that he has carefully read and fully understands all provisions of this Agreement and has had sufficient opportunity to consider the contents of this Agreement. ORAVEC also acknowledges that he has entered into this Agreement freely and voluntarily and has

been advised to consult legal counsel prior to signing this Agreement.

15. In any action arising from or relating to any provision of this Agreement, the prevailing party shall be entitled to recover attorney fees and costs, including attorney fees and costs incident to appeal.
16. This Agreement is made without reliance upon any statement or representation of any PARTY hereby released, except those contained in this Agreement. This Agreement incorporates all the understandings of the PARTIES. No other agreement or modification of this Agreement between the PARTIES will have any effect unless it is in writing and signed by all the PARTIES.
17. This Agreement supersedes all prior agreements between the PARTIES with respect to ORAVEC's employment and constitutes a complete and exclusive statement of the terms between the PARTIES concerning the afore subject matter.
18. Each of the signatories below declares that they have carefully read this Agreement and understand each provision contained herein, that each has reviewed its terms; and that each agrees to it for the purpose of making a full and final adjustment and resolution of the matters contained herein.

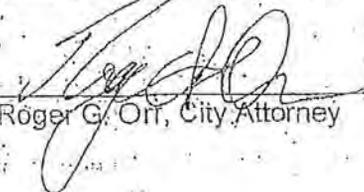


Gregory J. Cravec



Johann M. Faiella, Mayor

APPROVED AS TO FORM:



Roger C. Ori, City Attorney

SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter called the "Agreement") is entered into by and between the City of Port St Lucie (hereinafter referred to as "CITY"), acting through the CITY MANAGER AT THE DIRECTION OF THE CITY COUNCIL, and ROGER ORR, (hereinafter referred to as ("ORR"). CITY and ORR are collectively referred to herein as the "PARTIES".

WHEREAS, ORR was employed by the CITY and served most recently in the role of City Attorney.

WHEREAS, the PARTIES agree that it is in their mutual best interests to terminate that employment relationship via this Agreement.

WHEREAS, the PARTIES agree to finally and forever resolve any and all issues relating to ORR's employment via the Agreement.

NOW, therefore, in consideration of the foregoing recitals, and the mutual promises, agreements and understandings contained herein, the PARTIES agree as follows:

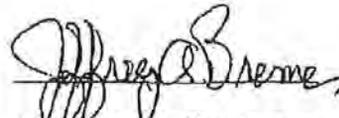
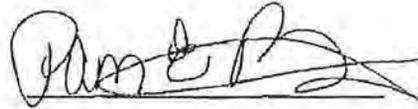
1. ORR hereby ceases employment as City Attorney, effective April 18, 2014 (the "Effective Date") pursuant to this Agreement.
2. In consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to pay, less all applicable taxes and deductions, within twenty one (21) business days of the Effective Date, the following:

A. 80 (eighty) regular hours pay	=	<u>\$ 7,264.10</u>
B. Twenty (20) weeks of severance pay (800/hrs.)	=	<u>\$72,641.04</u>
C. <u>1,040</u> hours of accrued and unused sick leave	=	<u>\$94,433.35</u>
D. <u>400</u> hours of accrued and unused vacation leave	=	<u>\$36,320.52</u>
		<u>Total</u>
		\$210,659.01
3. 10.5% of the amounts detailed in paragraph 2 shall be deposited into ORR's ICMA Retirement Corporation account.
4. Additionally, in consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to continue health insurance coverage at ORR's current coverage level through October 31, 2014, provided ORR continues to pay the rate equivalent to the applicable active employee contribution amount during the covered period. Thereafter, should he elect COBRA coverage or accept the CITY's state mandated offer of continuation coverage, effective November 1,

16. This Agreement is made without reliance upon any statement or representation of any statement or representation of any PARTY hereby released, except those contained in this Agreement. This Agreement incorporates all the understandings of the PARTIES. No other agreement or modification of this Agreement between the PARTIES will have any effect unless it is in writing and signed by all the PARTIES concerning the afore subject matter.
17. This Agreement supersedes all prior agreements between the PARTIES with respect to ORR's employment and constitutes a complete and exclusive statement of the terms between the PARTIES concerning the afore subject matter.
18. Each of the signatories below declares that they have carefully read this Agreement and understand each provision contained herein; that each has reviewed its terms; and that each agrees to it for the purpose of making a full and final adjustment and resolution of the matters contained herein.



Roger Orr


Jeffrey Bremer, City Manager

Pam Booker, Sr. Assistant City Attorney