

SETTLEMENT AGREEMENT  
AND  
MUTUAL GENERAL RELEASE OF CLAIMS

THIS AGREEMENT is made and entered this day of September, 2015, by and between COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Employer") and ARTHUR BUTLER, JR., (the "Employee").

**WITNESSETH**

WHEREAS, Employee has been employed by Employer since August 15, 1995;

WHEREAS, on July 24, 2015, Employer contends that Employee was involved in a confrontation with another employee (the "Incident") which gave rise to disciplinary action by Employer;

WHEREAS, on August 13, 2015, following an investigation of the Incident by the Employer's outside counsel, the County Manager took formal action on August 13, 2015 terminating Employee (the "Termination");

WHEREAS, subsequent to the Termination on August 13, 2015, Employee contended that on the date of the Incident he was experiencing side effects from his prescribed medication he was taking to deal with medical issues which contributed to the Incident giving rise to the Termination;

WHEREAS, the Employee disagrees with the County Manager's decision to terminate him, has availed himself of his right to an appeal before the Board of County Commissioners which is scheduled to go forward if this Agreement is not entered, and has engaged counsel for purposes of protecting and availing himself of his legal rights; and

WHEREAS, the parties hereto wish to fix terms of settlement of this employment dispute to avoid costs, eliminate uncertainty, limit potential liabilities, and otherwise resolve disputes between them that were or could have been asserted through the date of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual promises and covenants set forth herein, the parties agree as follows:

1. RECITALS INCORPORATED

The recitals above are true and correct, form the basis for this agreement, and are incorporated herein by reference.

2. CONVERSION OF TERMINATION

The Employee shall be reinstated as a full-time County employee effective August 13, 2015, with full-time employee benefits. Concurrent with this reinstatement, however, the Employee gives

notice of his resignation with an effective date of July 14, 2016. By signing below Employee gives notice of his resignation and this resignation shall be irrevocable.

### 3. EMPLOYEE PLACED ON LEAVE UNTIL RESIGNATION DATE

Effective August 13, 2015, the Employee shall be placed on medical leave from his employment. Leave shall continue until the effective date of resignation set forth above.

### 4. MEDICAL LEAVE TERMS AND CONDITIONS

During medical leave:

- a. The Employee shall be paid by the Employer, through payroll, as any other employee exercising accumulated leave time;
- b. The Employee's health insurance will continue, subject to the same employee contributions as made prior to August 13, 2015;
- c. The Employee shall provide, as additional consideration to the County for this Agreement, on-demand consulting services to the County, but only as requested in writing by the County Manager or an Assistant County Manager. All requests and the Employee's responses to those requests, shall be made via email only, and shall be considered public record. Because the Employee will be on medical leave, the Employee should not come to any County facility in his capacity as an on-demand consultant under this Agreement. Nothing about this Agreement shall be construed as limiting the Employee's right to enter County-owned or operated facilities as a member of the general public. The Employee shall not direct any employees or agents of the County or have spending authority. The parties agree that the Employee's priority throughout medical leave must remain to achieve a state of wellness;
- d. The Employee will continue to accrue accumulated benefits, including Florida Retirement System participation, as those earned by full-time employees of the County in accordance with County policy; and
- e. The Employee shall not participate in any County project or matter unless and until he is specifically asked to do so as provided in subparagraph c. of this part.

### 5. MUTUAL GENERAL RELEASE OF CLAIMS

In exchange for and as additional consideration of the parties to one another, the parties fully release and discharge one another, and their respective agents, employees, assigns, officers, and successors, from any and all claims of any nature, which either arose or might have arisen out of or in connection with the Termination of the Employee by the Employer through the date of this Agreement. This release is mutual such that the Employer similarly releases the Employee to the extent any such claims exist or may exist. The parties agree that this release, to the inclusion of all asserted and potential claims, is a material element of consideration for this Agreement. If a court of competent jurisdiction is called upon to construe this language, the parties agree the Court should favor any construction that results in the parties having fully released their respective claims up to and including the date of this Agreement.

### 6. REMEDIES FOR BREACH

- a. Breach of the Release: In the event that either party should bring any action against the other based on any claim released by this Agreement, the released party may, at its option

and as applicable, seek any and all remedies available, including but not limited to injunctive relief, monetary damages, costs, and reasonable attorneys' fees.

- b. Breach of the Agreement: If either party breaches this Agreement, then the non-breaching party may bring an action for breach of this Agreement, but not for any claims released through this Agreement. In the event the non-breaching party succeeds in an action for breach that party will be entitled to recover monetary damages, injunctive relief, costs, and attorneys' fees from the breaching party, as applicable.

7. **AGREEMENT NOT SEVERANCE PAY**

It is the intent of the parties to settle their disputes by affording the Employee the opportunity to resign after taking medical leave in order to provide the Employer continuing access to the Employee's knowledge of his position, enable the Employee to take full advantage of his already-accumulated and accumulating medical leave time, and settle a potential employment dispute based on allegations which have been or could be made by the Employee against the Employer. To the extent the Employee may be determined to be compensated through exercise of his medical leave, his compensation hereunder is not "severance pay" as defined in Florida Statutes section 215.425(4)(d).

8. **NON-ADMISSION OF LIABILITY**

The parties agree that they have entered into this Agreement in compromise of disputed claims that they may have or had against one another, and that entry into this Agreement by either may not be construed as an admission of liability or wrongdoing on the part of either party.

9. **BOARD APPROVAL REQUIRED**

The parties understand and agree that this Agreement must be approved by the Board of County Commissioners for Columbia County, Florida, before same shall become binding upon the Employer.

10. **GOVERNING LAW, VENUE**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida, and venue for any action for enforcement of this Agreement shall lie exclusively in the Third Judicial Circuit in and for Columbia County, Florida.

11. **ENTIRE AGREEMENT**

It is understood and agreed between the parties that this Agreement contains the entire understanding between the parties, and supersedes any and all prior agreements, written or verbal, or any other understandings that may have been had prior hereto between the parties, and relating to the same subject matter as described in this Agreement. It is also understood and agreed, and acknowledged between the parties, that the parties cannot orally modify or terminate this Agreement, and that this Agreement may be modified only by a writing equal in status to this document, and duly executed by the parties hereto.

12. **ADVICE OF COUNSEL; ATTORNEYS' FEES AND COSTS**

Each party to this Agreement is represented by counsel and has received its own legal advice prior to entry into this Agreement. Each party has agreed to pay its own attorneys' fees through and including the date of this Agreement with no claim for the payment of those fees against the other. If either party hereafter breaches this Agreement and the non-breaching party seeks to

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enforce this Agreement against the breaching party, then the non-breaching party shall be entitled to recover all reasonable attorneys' fees and costs incurred to enforce this Agreement, whether suit is filed or not, to the inclusion of fees and costs incurred on appeal or through one or more alternative dispute resolution processes.

13. TAX CONSEQUENCES

Neither party has entered into this Agreement based upon any representations by the other or their own agents, advisors, or counsel regarding any sums paid pursuant to this Agreement and whether payment gives rise to any tax consequences to either party.

14. SOVEREIGN IMMUNITY

This Agreement shall not be construed as a waiver by the Employer of the defense of sovereign immunity.

15. SEVERABILITY

Each provision of this Agreement is intended to be fully severable. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable in any manner, then the remainder of this Agreement will remain in force.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness

By: \_\_\_\_\_  
Russell S. DePratter, Chairman

\_\_\_\_\_  
Print or type name

ATTEST: \_\_\_\_\_  
P. DeWitt Cason, Clerk of Courts  
(SEAL)

Witness

\_\_\_\_\_  
Print or type name

Signed, sealed and delivered in  
the presence of:

Lenda Walker  
Witness

\_\_\_\_\_  
ARTHUR BUTLER, JR.

Lenda Walker  
Print or type name

Witness  
Charlene E. Liz

Charlene E. Liz  
Print or type name

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 17 day of September, 2015, by ARTHUR BUTLER, JR., who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL SEAL)

Lenda Walker  
Notary Public, State of Florida  
My Commission Expires:

