

SCANNED  
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GENERAL RELEASE

THIS GENERAL RELEASE is made and entered into by \_\_\_\_\_, on behalf of himself, his heirs, assigns, and personal representatives (hereinafter referred to as "Biblo"), in favor of LEON COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County"), in consideration of, and in accordance with the terms and conditions as set forth herein, and executed by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

WITNESSETH:

WHEREAS, \_\_\_\_\_ and Leon County have reached a full and final settlement of all claims and disputes between them; and

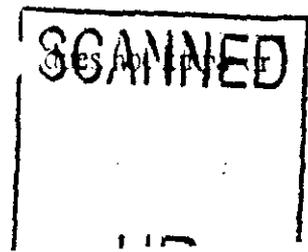
WHEREAS, \_\_\_\_\_ and Leon County desire to evidence the complete resolution of all claims and disputes between them.

NOW, THEREFORE, in consideration of the premises and promises exchanged herein, a severance agreement provided and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, \_\_\_\_\_ does hereby agree to the following:

1. On his own behalf, and on behalf of his heirs, assigns, and personal representatives, and on behalf of any person or entity having an interest in the matters which are the subject of this General Release, \_\_\_\_\_ hereby irrevocably and unconditionally releases the County and each of its Board of County Commissioners, officers, officials, agents, and employees in their individual and/or official capacities of and from all manner of actions, suits, liens, debts, damages, injuries, claims, and demands whatsoever at law or in equity, and arising out of or under any federal or state, common or statutory law, or local or municipal ordinance, known or unknown, suspected or unsuspected, in tort, contract, employment discrimination, breach of employment contract, breach of public policy, workers compensation, the Florida

Human Rights Act of 1977, as amended; and the Florida Civil Rights Act of 1992, as amended, Section 760.01 *et seq.*, Florida Statutes; the Florida Whistle-blowers Act, including Sections 112.3187, *et seq.*, and 448.101 *et seq.*, Florida Statutes; Chapter 413, Florida Statutes; Section 447.203, The Florida Public Employees Relations Act, as amended; Executive Orders 11246 and 11478, as amended; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e *et seq.*, the Federal Civil Rights Act of 1991; P.L. 103-50; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12201 *et seq.*; the Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601 *et seq.*; the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. Sections 793 and 794; the Older Workers Benefit Protection Act, as amended; the Equal Pay Act of 1963, as amended; the Florida and/or United States Constitutions, as amended; the Civil Rights Acts of 1866 and 1871, 42 U.S.C. Sections 1981, 1983 and 1985, as amended; The Fair Labor Standards Act, as amended, 29 U.S.C. Section 201, *et seq.*; or otherwise and more particularly, but without limiting the generality of the foregoing, for salary or wages (including but not limited to past, present and future salary or wage claims, and benefit payments), promotions, injunctive relief, damages, expenses, loss of income, social security contributions, liquidated damages, punitive damages, compensatory damages, attorneys fees, penalties, interest, costs and any and all other legally recoverable categories of damages which Biblo has ever had, now has, or may hereafter have, growing out of or in any way directly or indirectly connected with his employment with Leon County, as of and including the date of this General Release.

2. For the purpose of implementing a full and complete release and discharge of the County, its Board of County Commissioners, officers, officials, agents and employees, in their individual and/or official capacities, Biblo expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims of which

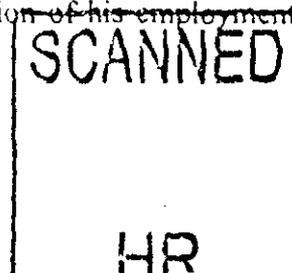


suspects to exist in his favor at the time of execution hereof, as of and including the date of this General Release.

3. represents that he has filed no suit, or action, against the County, its Board of County Commissioners, officers, officials, agents and employees, in their individual and/or official capacities, with respect to his employment or any aspect thereof, and has not authorized anyone else to do so on his behalf; and further agrees that he waives the right to recover any damages whatsoever, including but not limited to, a monetary award should either the Equal Employment Opportunity Commission, or the Florida Commission on Human Relations, subsequently file a suit, charge, claim, or action against the County, its Board of County Commissioners, officers, officials, agents, and employees, in their individual and/or official capacities, with respect to employment with the County up to and including the date of this General Release.

4. In further exchange for the consideration provided herein, agrees never to commence or prosecute against the County, its Board of County Commissioners, officers, agents, and employees, any action based upon any claims, demands, causes of action, damages or liabilities of any kind involving any matter occurring at any time in the past up to and including the date of this General Release, or involving any continuing effects of any acts, practices or omissions which occurred or arose prior to the date of this General Release.

5. agrees and desires to effectuate a voluntary termination of his employment with Leon County effective 2009. further agrees to never publish, either orally or in writing, or discuss, in any manner whatsoever, the facts or circumstances, concerning or related to, the voluntary decision of to effectuate a termination of his employment with Leon County, which decision is irrevocable.



6. In the event of a breach of this General Release by Leon County shall have the right to seek enforcement of the obligations of by such remedies as are available under the laws of the State of Florida, including but not limited to, specific performance of this General Release, and the County shall have the right to attorney's fees and costs associated with seeking relief for any such breach of this General Release.

7. If breaches any provision of this General Release, and the County does not take action against such breach, such a waiver shall not operate or be construed as a waiver of any subsequent breach of that or any other provision of this General Release by

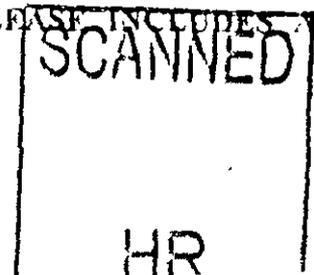
8. The provisions of this General Release are severable, and if any part of it is found to be unenforceable, all other parts and provisions shall remain fully valid and enforceable.

9. represents and agrees that he fully understands his right to discuss all aspects of this General Release with his private attorneys, that he fully and completely understands all of the provisions of the General Release, that he agrees to be bound by the terms and conditions herein contained, and that he is voluntarily entering into this General Release.

10. represents and acknowledges that in executing this General Release, he does not rely and has not relied upon, any representation or statement not set forth herein, made by the County or by any of the County's officials, officers, employees, agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this General Release or otherwise.

11. This General Release shall be construed and governed in accordance with the laws of the State of Florida. Venue for any actions arising under this General Release shall lie in Leon County, Florida.

PLEASE READ CAREFULLY. THIS GENERAL RELEASE INCLUDES  
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.



Executed at Tallahassee, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Witness

STATE OF FLORIDA:

COUNTY OF LEON:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by ADAM ANTHONY BIBLO, who is personally known to me and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
  
Print Name: \_\_\_\_\_

