

EMPLOYMENT SEPARATION AND RELEASE AGREEMENT

This Employment Separation and Release Agreement ("Agreement") is made by and between David Brown ("Employee") and the City of North Port, Florida ("Employer") (collectively the "Parties").

Recitals

WHEREAS, Employee was employed by Employer as a law enforcement officer; and

WHEREAS, Employer and Employee desire to ensure a complete and mutual parting and to resolve fully and finally any and all disputes or claims that might otherwise arise out of the Employee's employment whether such disputes or claims had been raised by Employee prior to the execution of this Agreement, and

NOW THEREFORE, in consideration of the covenants specified below and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein.
2. **Resignation and Separation Date**. Employee hereby voluntarily resigns Employee's employment with Employer effective as of January 14, 2026, (the "Separation Date"). Until the Separation Date the Employee shall remain on paid administrative leave.
3. **Pay Until Separation Date/Annual Leave Payout**. Employee shall be paid his regular salary, benefits, and any other compensation, less applicable taxes and withholdings, on Employer's regular payroll schedule through the Separation Date. On the first payroll processing that follows the Separation Date, Employer agrees to pay Employee the following Leave Payout required by the City of North Port Personnel Policy Manual ("Personnel Policy") Section 9.1, incorporated by reference as if set forth fully herein, less applicable taxes and withholdings, (collectively, the "Leave Payout"):
 - a. **Annual Leave**. A check payable to Employee for his accrued but unused Annual Leave calculated through January 13, 2026 as defined by Personnel Policy Section 4.2, which is incorporated by reference as if set forth fully herein, a total of 233.68 hours, for a total amount of \$11,841.13 less applicable taxes and withholdings.
4. **Final Other Distributions**. Employee shall be paid the gross sum of One Hundred Sixty-One Thousand Eight Hundred Dollars (\$161,800) together with the stipend described in paragraph 5, in consideration of the waiver and release of claims and all other covenants as contained and described herein, as follows:

- (i) a check payable to Employee in the amount of \$39,140.44 less required lawful withholdings and deductions, for any alleged lost wages/back pay. A form W-2 will be issued to Employee at the appropriate time.
- (ii) a check payable to Employee in the amount of \$79,931.34 with no withholdings or deductions, for alleged compensatory damages. A form 1099 will be issued to Employee at the appropriated time.
- (iii) a check payable to the Geralyn Noonan Trust Account for \$42,728.22 with no withholdings or deductions, for attorney fees, costs, and expenses. A form 1099 will be issued to the Law Office of Geralyn Noonan at the appropriate time.

Provided that Employee executes this Agreement no later than twenty-one (21) days following receipt and does not thereafter revoke it in the seven (7) day period after his execution, Employer agrees to issue the payments described in this paragraph within twenty (20) days after expiration of the Revocation Period provided Employee did not timely revoke this Agreement in writing issued to Employer, or within twenty (20) days after City Commission approval (as described in paragraph 22), whichever is later. All payments made pursuant to this Agreement shall be delivered to the Law Office of Geralyn Noonan at 8250 College Parkway, Suite 202B, Fort Myers, Florida, 33919.

5. **Health Insurance and Related Stipend.** Employee's group health insurance benefits through Employer's health insurance plan shall continue uninterrupted up to the Separation Date. After the Separation Date, Employee shall be eligible for COBRA continuation coverage should he choose to elect such coverage. Employee will receive information regarding COBRA coverage directly from the plan administrator. Employee shall be paid Forty Thousand Dollars (\$40,000) as a stipend intended for reimbursement, or partial reimbursement, of the cost of continuation coverage. The stipend shall be considered a form of alleged compensatory damages associated with Employee's claims, and therefore not subject to withholdings or deductions. A form 1099 will be issued to Employee at the appropriate time. The Parties agree that the stipend is payable and nonrefundable even should Employee obtain some other form of health insurance coverage including future or other employer-sponsored coverage and/or if Employee chooses to waive or discontinue COBRA coverage at any future date. Provided that Employee executes this Agreement no later than twenty-one (21) days following receipt and does not thereafter revoke it in the seven (7) day period after his execution, Employer agrees to issue the payment described in this paragraph within twenty (20) days after expiration of the Revocation Period provided Employee did not timely revoke this Agreement in writing issued to

Employer, or within twenty (20) days after City Commission approval (as described in paragraph 22), whichever is later.

6. **Return of City Property.** Employee must return all City/Employer property no later than the Separation Date in accordance with Personnel Policy Section 9.1 which is incorporated by reference as if set forth fully herein. Employer may deduct from the Final Other Distributions any Outstanding Financial Obligations authorized by Personnel Policy Section 9.1.
7. **Benefits.** Except as may be provided in paragraph 5 above, Employee's employment benefits shall terminate on the Separation Date.
8. **No Admission of Wrongdoing.** This Agreement shall not in any way be construed as an admission by Employee or the Employer (including "Released Parties" as defined herein) of any acts of wrongdoing whatsoever by one Party against the other Party, or against any other person.
9. **Non-Disparagement/Reference/CJSTC Notice.** The Parties agree that neither they nor their representatives will disparage the other Party. "Disparage" as used herein means any communication, verbal or written, of false information or the communication of information with reckless disregard to its truth or falsity. In the event of a request for employment references, Employer will confirm Employee's dates of employment, Employee's last job position, the reason for separation being due to Employee's voluntary resignation, and Employee's annual salary as of the Separation Date. Employee understands and agrees that under "Sunshine" laws, including the Florida Public Records Law, Chapter 119, Florida Statutes, Employer shall comply with all federal, state, and local laws requiring disclosure of public records. Employee is responsible for directing any request for employment references to the Human Resources Department to ensure compliance with this paragraph. The Parties acknowledge and understand that it is not possible to monitor comments of all City of North Port employees, but Employer will use its best efforts to give effect to the provisions of this paragraph. Lastly, Employer confirms that it shall report Employee's separation from Employer as a voluntary separation not involving misconduct in the CJSTC Form 61, or other required FDLE form(s).
10. **General Release and Waiver.** Employee hereby knowingly and voluntarily releases, waives, and forever discharges Employer, and all of its employees, commissioners, officers, directors, agents, attorneys, insurers, successors, representatives, and assigns (hereinafter collectively "the Released Parties") from any and all liability, actions, charges, causes of action, demands, damages, attorney fees, and claims for relief or remuneration of any kind whatsoever, whether known or unknown at this time, including but not limited to those arising out of or in any way connected with Employee's employment or separation from

employment with Employer and/or related to any Released Party. The claims released herein include, but are not limited to, any claim (including related attorneys' fees and costs) under the following laws, as may have been amended: the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Section 1981 of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Worker's Adjustment and Re-Training Notification Act, the Equal Pay Act, the Family Medical Leave Act, the Fair Labor Standards Act, any claim for benefits or other claims under the Employment Retirement Income Security Act of 1974 (ERISA), the United States Constitution, the Florida Constitution, Florida Statute Chapter 448, Florida Statute 440.205 (workers' compensation retaliation), Florida Statute 112.3187, et.seq. (Florida Public Sector Whistleblower Act), Florida Statute Chapter 442 (Occupational Safety and Health), Florida Statute Chapter 760 (Florida Civil Rights Act), or any other claims under federal, state, or local law or ordinance, including any claims founded in tort (including negligence), contract (oral, written, or implied) or any other statutory, common law or equitable basis of action, up to and including the effective date of this Agreement.

This waiver, release, and discharge also includes, without limitation and to the extent permitted by law, any wrongful or unlawful discharge claims; or claims of unlawful discipline, discrimination, harassment, or retaliation; any claims relating to any contract of employment, whether express or implied; any claims related to promotions, demotions, suspensions, or discipline or any kind; any claims for or relating to reassignment, relocation, compensation (including incentives and bonuses), short term or long term incentives, benefit plans and the management thereof (except claims for vested benefits thereunder); any claims for defamation, slander, libel, invasion of privacy, misrepresentation, fraud, infliction of emotional distress, any claims based on stress or mental anguish, any claims for breach of any covenant of good faith and fair dealing, and any other claims relating in any way to Employee's employment with Employer or pertaining to any of the Released Parties and the Employee's employment or separation from employment.

Employee expressly waives and releases all claims made in any Equal Employment Opportunity Commission (EEOC) or Florida Commission on Human Relations (FCHR) charge or charges, including without limitation the claims in EEOC and/or associated FCHR charges numbered: 511-2025-01950, 510-2025-05748, 510-2025-03115, 511-2026-00154. Moreover, Employee agrees to file written notice to the agency(ies) of withdrawal of any charges or claims he has filed with the EEOC, FCHR, or any administrative agency(ies) against Employer and/or Released Parties, and understands that the payments hereunder shall not become due unless and until Employee has provided Employer with sufficient evidence of his withdrawal of all such charges or claims. For purposes of the above

described EEOC/FCHR charges the Employee shall report the withdrawals via EEOC Form 154 and/or on or in any other form the EEOC/FCHR requests or requires.

As used herein, the word "claims" includes all administrative charges, actions, claims and grievances, whether actual or potential, known or unknown and specifically but not exclusively including all claims against any one or all of the Released Parties arising from or relating to Employee's employment, his separation from employment or any other conduct by any one or all of the Released Parties occurring on or prior to the date Employee signs this Agreement. All such claims are forever waived and barred by this release whether they arise in contract or tort or under a law, common law, statute, or regulation.

Employee also understands and agrees that this release extinguishes all claims, whether known or unknown, foreseen or unforeseen, and expressly waives any rights or benefits under any law or judicial decision which provides in substance or effect that the general release does not extend to claims which the Employee does not know or suspect to exist in Employee's favor at the time of executing the release. It is expressly understood and agreed by the Parties that this release is in full accord, satisfaction and discharge of any and all doubtful and/or disputed claims by Employee against the Released Parties, and that this release has been signed with the express intent of extinguishing all claims, actions or causes of action to the fullest extent allowed by law. This release does not apply to any claims or rights that may arise after the date that the release is signed or any claim which Employee cannot lawfully waive or release without federal or state agency approval.

11. **Limitations.** Employer and Employee agree that nothing in this Agreement is intended to or shall be construed to unduly impact, limit, or otherwise interfere with Employee's right to file a charge or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC") or other fair employment practices agency, and Employee agrees that even if Employee executes this Agreement, Employee will not seek to recover any costs, damages, expenses, or monetary recovery of any kind in connection with the filing of a charge with the EEOC or other fair employment practices agency. Finally, Employer and Employee agree that none of the obligations or provisions in this Agreement are intended to and shall not be used to limit Employee from providing any information that may be required as part of an investigation or proceeding conducted by the EEOC or other government agency(ies).
12. **No Reapply/No Rehire.** Employee hereby waives any right to apply or reapply for employment with Employer, and agrees any refusal by Employer to hire or rehire Employee may not be the basis of any legal claim against Employer, nor may it be used as evidence of or constitute a violation of any federal, state, or local

law or regulation, or breach of contract, or of any duty or obligation under any statutory or common law.

13. Breach of Agreement.

- a. Claims. In the event Employee breaches or otherwise contravenes the purpose of this Agreement and brings and prevails in an action against Employer based on a claim contemplated by and released in paragraph 10, Employer will be entitled to offset any recovery by the amounts paid under this Agreement or the amount recovered by Employee, whichever is less. In the event Employer prevails in such action, Employer will be entitled to all remedies authorized by applicable law.
- b. Enforcement. If either Party must bring an action to enforce this Agreement, the prevailing Party shall be entitled to recover payment of all reasonable attorneys' fees and costs incurred as a result of having to file an action for breach and/or enforcement of this Agreement.

14. Complaints on File. Employee represents and promises that Employee has not filed any complaints, claims, or actions against any of the Released Parties in any state, federal, or local court or administrative tribunal and that Employee has not transferred to any person or entity any rights or causes of action described in this release and will not file or transfer same. Employee further agrees that if Employee has filed or is aware of the filing of any complaint or action against the Employer or any of the Released Parties in any state, federal, or local court or administrative tribunal, Employee will immediately move to dismiss with prejudice or withdraw such complaint, claim, or action.

15. Complete Agreement. This document constitutes a final and complete statement of the Agreement between the Parties as to Employee's separation from employment with Employer. There shall be no modifications or amendments to this Agreement unless they are in writing, signed by the Parties. This Agreement supersedes all prior negotiations and understandings of any kind with respect to the subject matter and contains all the terms and provisions of agreement between the Employee and Employer with respect to the subject matter hereof. Any representation, promise, or condition, whether written or oral, not specifically set forth herein, shall be of no binding effect.

16. Voluntary. The Parties agree and understand the terms of this Agreement have been entered into voluntarily. Employee acknowledges that Employer, its agents, representatives, or attorneys have made no representation, promise, or inducement other than as set forth in this Agreement and that in executing this Agreement, Employee has not relied upon any representation, promise or inducement not set forth herein.

17. Opportunity to Consider and Confer/Employee's Representations. In executing this Agreement, Employee FURTHER REPRESENTS AND AGREES THAT:

- a. This Agreement has been entered into and signed KNOWINGLY, VOLUNTARILY, FREELY, AND OF HIS OWN VOLITION;
- b. Employee has been advised by Employer that he may have up to 21 days to consider this Agreement and shall have seven (7) days from the date he executes the Agreement, if he in fact executes the Agreement, to revoke it. Any such revocation must be received by Employer, in hand, and in writing, within the seven-day revocation period (the "Revocation Period").
- c. Employee has had the benefit of and has fully consulted with his attorney prior to executing this Agreement;
- d. Employee has been advised that this Agreement will not become binding and enforceable unless and /or until the Revocation Period has expired and/or until approved by the City Commission;
- e. Pursuant to this Agreement, Employee is receiving consideration in addition to anything of value to which Employee was already entitled to receive; and
- f. Employee has been advised that Employee is not waiving any claims or rights that may first arise after the date this Agreement is executed, for incidents occurring after the date this Agreement is executed.

18. Governing Law. This Agreement shall be governed by the laws of the State of Florida. Jurisdiction for any disputes arising hereunder shall be submitted to a court of competent jurisdiction in Sarasota County, Florida.

19. Severability/Interpretation. In the event any provision of this Agreement shall be held to be void, voidable, unlawful or, for any reason, unenforceable, the remaining portion shall remain in full force and effect to the extent necessary to effectuate Employee's intent that this Agreement shall discharge and release, to the fullest extent allowed by law, all claims against the Released Parties. The unenforceability or invalidity of the provision of this Agreement in one jurisdiction shall not invalidate or render that provision unenforceable in any other jurisdiction. This Agreement shall be construed as having been drafted jointly by the Parties and shall not be construed as having been drafted by just one of the Parties.

20. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

21. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, gender identity, age, disability, genetic information, veteran status, political affiliation, or other non-merit factor or protected class in administration of its programs, activities, or services.

22. City Commission Approval. Employee understands and agrees that this Agreement shall not be binding and enforceable unless and until the City Commission of the City of North Port has approved it. City Commission approval is a condition precedent to formation of an agreement between the Parties, and a failure of the City Commission to approve this Agreement shall render the agreement *void ab initio*.

EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS BEEN ADVISED THAT UPON COMPLETION OF THE CONDITIONS PRECEDENT THIS AGREEMENT IS A BINDING LEGAL DOCUMENT. EMPLOYEE HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT RELEASES ALL KNOWN AND UNKNOWN CLAIMS AND VOLUNTARILY AGREES TO ITS TERMS.

(This space intentionally left blank; signature page to follow)

EMPLOYEE



David Brown

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or
☐ online notarization, this 5 day of January 2026, by David Brown.

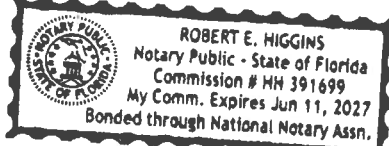


Notary Public

___ Personally known OR ☒ Produced Identification

Type of Identification Produced: on file

Notary Seal:



APPROVED by the City Commission of the City of North Port, Florida on
_____, 2026.

**EMPLOYER - CITY OF NORTH PORT,
FLORIDA**

A. Jerome Fletcher II, ICMA-CM, MPA
City Manager

ATTEST:

Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Michael Fuino, B.C.S.
City Attorney