

SEPARATION AGREEMENT & GENERAL RELEASE

This Separation Agreement & General Release (hereinafter “Agreement” or “Release”) is entered into by and between Rickey Callahan (hereinafter “Employee”) and the City of Bonifay, Florida (which term shall also collectively include all past and present Council Members, Mayors, Administrators, employees, attorneys and benefit plans, in both their individual and official capacities) (hereinafter “Employer”).

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Employee will enter a period of paid administrative leave immediately following April 25, 2025, for purposes of (a) considering whether to execute this Agreement; and (b) carrying out the separation agreement provisions of this Agreement. Should Employee decline to enter into this Agreement, his termination from employment becomes effective immediately upon notice to Employer that Employee declines to enter into this Agreement or at 5:00 p.m. on May 19, 2025 (the first business day after May 16, 2025, which is the 21-day period during which Employee is entitled to consider entering into this Agreement).

2. If Employee elects to enter into this Agreement after the 21-day consideration period, Employer agrees to pay Employee for 90 days from Employee’s execution of this Agreement (the “Separation Period”) at his normal rate of pay, on Employer’s regular pay cycle. Employee will continue to participate in any health benefits he is currently participating in until the 90-day Separation Period expires. At the expiration of the Separation Period, a final check for an amount equal to Employee’s accrued but unused paid time off existing as of the date Employee executes this Agreement will be issued to Employee. Both parties understand that the terms of the separation agreement deviate from the current Human Resources Manual and that these terms shall supersede any found therein. Employee will not accrue additional leave during the administrative leave period set forth in paragraph 1, during the 21-day consideration period, or during the 90-day Separation Period.

3. **General Release of Claims.** Employee knowingly and voluntarily releases and forever discharges Employer, its parent corporations, affiliates, subsidiaries, divisions, successors and assigns and the current and former employees, officers, directors and agents thereof (collectively referred to throughout the remainder of this Agreement as “Employer”), of and from any and all claims, known and unknown, Employee has or may have against Employer as of the date of execution of this Agreement, including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Older Worker’s Benefit Protection Act;
- The Occupational Safety and Health Act;
- The Fair Credit Reporting Act;

- The Sarbanes-Oxley Act of 2002;
- The Florida Civil Rights Act;
- Any other federal, state or local civil, human rights, sexual orientation, sexual harassment, marital status, disability, bias, whistleblower, discrimination, retaliation, compensation, employment, labor or other local, state or federal law, regulation or ordinance;
- Any amendments to the foregoing statutes;
- Any benefit, payroll or other plan, policy or program;
- Any public policy, contract, tort, third-party beneficiary or common law claim; or
- Any claim for costs, fees, or other expenses including attorneys' fees.

4. In the event Employee either in the future applies for employment with Employer and is hired by Employer and subsequently terminated, or is rejected for employment, he will not file a charge or complaint with any agency and/or court based on, or alleging facts related to, events occurring prior to, and including, the later of the date of this Release or the date Employee's employment ceases as set forth in paragraph 1 (the "Effective Date"). The parties agree and further acknowledge that Employee is not waiving claims or rights arising after the Effective Date of this Release. This Release shall constitute a bar of any claim that Employee may have should Employee apply for employment with Employer in the future and not be hired.

5. Employee agrees and acknowledges that he has returned all Employer's property in Employee's possession, custody or control to Employer as of the date this Release is executed or will return such property by the close of business on April 28, 2025.

6. Employee agrees and acknowledges that he has been properly compensated for all hours worked, and for all accrued but unused vacation and sick time and that no additional compensation is owed to the Employee from the Employer. Employee further acknowledges that he has been afforded all leave or otherwise compensated in full for any leave not taken, including all sick leave, vacation leave, and family and medical leave, to which he is or was entitled by virtue of his employment with Employer.

7. The parties understand that this Agreement is made to compromise any potential claim and to avoid expenses related to such potential claim. Employer denies any and all liability to Employee and nothing in this Release shall be construed as an admission of wrongdoing by Employer concerning Employee's employment, separation, or otherwise.

8. This Release constitutes the complete understanding between the parties. Employee specifically acknowledges and declares that no other contract, promise or inducement has been made in exchange for Employee's agreements contained herein.

9. Employee states and acknowledges that he has entered into this Release voluntarily and on his own free will; that he has understood fully all the terms of the Release; that Employee has had sufficient and reasonable time to review the Release and consult with anyone of his choosing; and that he received the initial draft of the Release on April 25, 2025.

10. Any breach of any term, provision, or obligation of this Release by any party, shall entitle the other to seek enforcement of such term, provision or obligation in a court of law of

competent jurisdiction, and shall entitle the prevailing party to an award of the reasonable attorney's fees and costs incurred in such proceeding. The Parties agree this Release will be interpreted under the laws of the State of Florida and the United States and venue is proper in Holmes County.

11. Should any provision of this Release be declared or be determined by any court of competent jurisdiction to be illegal, invalid, unethical or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, invalid, unethical or unenforceable term, or provision shall be deemed not to be part of this Release.

12. Non-Disparagement: Both Parties agree that they will not communicate in a disparaging manner about the other party to any third party.

13. Employee specifically acknowledges that:

a. he has been given at least twenty-one (21) full days within which to consider the Release;

b. he is advised that he/she has the right and may consult with an attorney prior to executing the Release and acknowledges the opportunity to consult an attorney;

c. he has seven (7) days following the execution of this Release to revoke the Release and the Release will not become effective or enforceable until after this seven (7) day period has expired. To revoke the Release the Employee must advise the Employer in writing of the election to revoke it within the seven (7) day period; such written notice must be addressed and delivered to:

Mayor
City of Bonifay
301 J. Harvey Etheridge Street
Bonifay, Florida 32425

d. he is specifically releasing, among other claims, any claims under the Age Discrimination in Employment Act of 1967 and all amendments thereto;

e. he is not waiving rights or claims that may arise after the effective date of the Release.

*** REMAINDER OF PAGE LEFT BLANK ***

In testimony whereof, the parties hereto set their hands and seals the day and year first written above.

Employee

Date

Sworn to and subscribed before me this __ day of _____, 2025.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Employer

Date

Sworn to and subscribed before me this __ day of _____, 2025.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Informational Calendar Dates:

Date Agreement Presented to Employee:	April 25, 2025
Dates of Paid Administrative Leave:	April 26, 2025 – May 17, 2025
Expiration of 21-Day Review Period:	May 16, 2025
Time Period for Execution of Agreement:	May 16 – May 19, 2025
Paid Separation Period (If accepted):	May 17, 2025 – August 15, 2025