

SEPARATION AGREEMENT
AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is entered into by and between Jeff Pearson ("Pearson") and the City of Satellite Beach, Florida, all of its current and former administrators; all of its current and former officers, employees, and agents; and all of its current and former City Council members (hereinafter collectively referred to as "the City"). Pearson and the City shall collectively be referred to as "the Parties" throughout the remainder of their Agreement.

WHEREAS, Pearson is currently employed with the City as Police Chief, and has been employed with the City since March 3, 1987, and

WHEREAS, Pearson has decided to resign his employment with the City;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. In consideration for Pearson's execution of this Agreement, the City will provide to Pearson a lump sum payment equal to one month of Pearson's salary, as well as for the full balance paid of his accrued leave time which includes, vacation and sick, longevity bonus.

2. The Parties agree and acknowledge that Pearson, upon his separation, would not be entitled to the full benefits set forth in paragraph 1 but for his execution of this Agreement.

3. Other than the payment set forth in paragraph 1, Pearson shall not be entitled to any other employment benefit following his resignation, except those mandated by law.

4. In consideration and conditioned upon Pearson's separation as described above, Pearson does hereby unconditionally, fully, and finally release and discharge the City from any and all duties, claims, rights, complaints, charges, damages, costs, expenses, attorney's fees, debts, demands, actions, obligations, liabilities, and causes of action of any and every kind, nature, and

character whatsoever, whether known or unknown; whether foreseen or unforeseen; whether arising out of contract, tort, statute, constitutional provision, settlement, equity or otherwise; whether past, present, or future; whether fixed, liquidated, or contingent; which he has, had, or may have in the future against the City based on any act or omission concerning any matter, cause, or thing arising prior to the date of this Agreement and up through the time of this Agreement's execution. The aforementioned claims shall collectively be referred to as "Released Claims" throughout the remainder of this Agreement. The Released Claims include, but are not limited to, those directly or indirectly arising out of, or in any way pertaining to, claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et. seq.*; the Florida Civil Rights Act of 1992, as amended, § 760.01, *et. seq.*, Florida Statutes; the Fair Labor Standards Act, 29 U.S.C. § 201, *et. seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12101, *et. seq.*; the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et. seq.*; the Older Workers Benefit Protection Act of 1990; the United States Constitution; the Florida Constitution; or any other federal, state, or local law, ordinance, regulation, custom, rule, or policy. The Released Claims also include any cause of action based in common law, including but not limited to, actions in contract or tort, negligent or intentional; and any claim based on or related to any instrument, agreement, or document entered into by or between the Parties.

5. Pearson understands that he has twenty-one (21) days within which to fully consider the terms and substance of this Agreement before choosing to voluntarily execute it, unless he executes the "Mutual Acknowledgement" form attached to this Agreement, thereby waiving his right to the twenty-one (21) day period. He will be placed on paid administrative leave status during this period of consideration.

6. Pearson understands he may revoke this Agreement within seven (7) days of signing it by communicating his revocation in writing and delivering it by U.S. Mail to: Brittany Retherford, City Manager, City of Satellite Beach, 565 Cassia Boulevard, Satellite Beach, FL 32937. To be effective, the revocation must be received by Brittany Retherford by 5:00 p.m. on the seventh calendar day following the date of Pearson's execution of this Agreement.

7. Pearson acknowledges that he has been advised to consult with an attorney or any other person he chooses before entering this Agreement.

8. Pearson recognizes that by signing this Agreement, and in consideration of the promises and covenants contained herein, he is specifically releasing, among other claims, any claims he has, had, or may have had under the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et. seq.* and the Older Workers Benefit Protection Act of 1990.

9. Pearson is not waiving any rights or claims that may arise after the date of execution of this Agreement.

10. This Agreement constitutes the complete understanding between Pearson and the City. Pearson especially acknowledges and declares that no other contract, promise, or inducement has been made, whether oral or written. This Agreement shall supersede any and all other agreements, whether oral or written, made prior to the date of execution of this Agreement.

11. Pearson acknowledges and declares that he has entered into this Agreement voluntarily and of his own free will, and that he understands all the terms of this Agreement.

12. Pearson and the City agree that they will not disparage, encourage, or induce others to disparage each other, or engage in any conduct, directly or indirectly, that would otherwise interfere with or jeopardize Pearson's future employment opportunities and/or his reputation or jeopardize the business opportunities of the City, its operations, and/or its reputation.

13. Pearson agrees to surrender all papers, records, memoranda, notes, or other documents of any kind that are in his possession, and any and all copies of these documents which relate directly to the business of the City.

14. Pearson agrees to immediately return to the City any and all City property, manuals, equipment, identifications, badges, products, or other resources that were issued to Pearson, or which Pearson acquired or developed during the course of his employment with the City, including but not limited to, keys, computer software, computer disks, or other computer-generated or stored information of any kind.

15. If any provision of this Agreement is found to be invalid or incapable of being enforced by reason of law, rule, or public policy, all other provisions shall, nevertheless, remain in full force and effect.

16. This Agreement is to be construed and governed in accordance with the laws of the State of Florida.

17. No ambiguity in this Agreement shall be construed against any Party based upon a claim that the Party drafted the ambiguous language.

18. This Agreement may only be modified, altered, or rescinded pursuant to a subsequent written agreement executed by the Parties.

19. This Agreement, consisting of six (6) pages (including the "Mutual Acknowledgement" form, attached hereto) is freely and voluntarily entered into by the Parties.

By:



Printed Name: Jeff Pearson

Date:

9-10-25

STATE OF FLORIDA }

COUNTY OF BREVARD }

SWORN TO AND SUBSCRIBED before me this 10 day of September 2025, by Jeff Pearson, who is personally known to me or has produced a Driver License as identification.



NICHOLAS WALSH
Commission # HH 704750
Expires August 16, 2029

Notary Public, State of Florida

Nicholas Walsh
Print Name

HH 704750 08-16-2029
Commission No./Exp. Date

THE CITY OF SATELLITE BEACH

By:

Brittany Retherford as its City Manager

Printed Name: Brittany Retherford

Date:

9-10-25

STATE OF FLORIDA }

COUNTY OF BREVARD }

SWORN TO AND SUBSCRIBED before me this 10 day of September 2025, by Brittany Retherford, who is personally known to me or has produced a Driver License as identification.



NICHOLAS WALSH
Commission # HH 704750
Expires August 16, 2029

Notary Public, State of Florida

Nicholas Walsh
Print Name

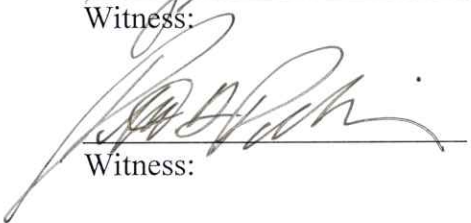
HH 704750 08-16-2029
Commission No./Exp. Date

MUTUAL ACKNOWLEDGMENT

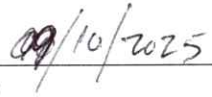
Jeff Pearson was presented with a Severance Agreement and General Release ("Agreement") for his review on September 10, 2025. On that date, he was informed that he would be entitled to consider this proposed Agreement for twenty-one (21) days. In addition, he was encouraged to review the Agreement during that period with anyone of his choosing, including an attorney. He has had the opportunity to fully review the Agreement, and acknowledges that he fully understands the terms contained in the Agreement and has voluntarily chosen to execute the Agreement prior to the expiration of this twenty-one (21) day consideration period.

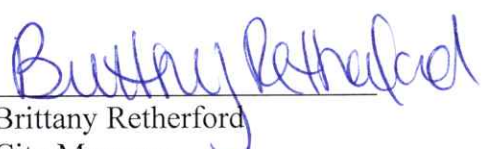
He further acknowledges that he was told on September 10, 2025, that once he executed the Agreement, he could revoke it at any time during the seven (7) calendar days following his execution of the Agreement. This seven (7) day revocation period was again discussed with him by the City on the day that he executed the Agreement. He fully understands that this Agreement will not be effective until this seven (7) calendar day revocation period has expired. He also acknowledges that if for any reason he chooses to revoke this Agreement in these next seven (7) calendar days, he will do so in writing by sending such a revocation, by U.S. Mail to: Brittany Retherford, City Manager, City of Satellite Beach, 565 Cassia Boulevard, Satellite Beach, FL 32937.


Witness:


Witness:


Jeff Pearson


Date:


Brittany Retherford
City Manager
City of Satellite Beach, Florida


Date: