

## **SEPARATION AGREEMENT AND GENERAL RELEASE**

This Separation Agreement and General Release (“Agreement”) is entered into by and between **Joseph Galaska** (“GALASKA”) and the **City of Margate, Florida** (the “CITY”), jointly referred to herein as the “Parties.”

**WHEREAS**, GALASKA was employed by the CITY as Chief of Police pursuant to the Employment Agreement dated March 16, 2022, with a commencement date of March 16, 2022, which was approved by the CITY Commission pursuant to Resolution No. 22-037 (the “Employment Agreement”);

**WHEREAS**, GALASKA retired via letter on March 21, 2024 effective March 25, 2024, subject to this Agreement, and which retirement was accepted and approved by the CITY Commission at its meeting of March 25, 2024;

**WHEREAS**, the CITY desires to amicably bring to a conclusion GALASKA’s employment with the CITY, effective March 25, 2024 and in accordance with the Employment Agreement, the Parties wish to enter into this Agreement.

**NOW, THEREFORE**, in consideration of their mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The Recitals above are incorporated herein.
2. **Last Day of Employment.** The Parties agree that GALASKA’s last day of employment with the CITY shall be March 25, 2024. Subsequently, GALASKA agrees to be available by phone to answer any questions or provide any transition assistance requested by any member of the CITY Commission or any member of the CITY’S executive team. However, while

providing transition assistance, GALASKA shall not take any action on behalf of the CITY nor shall he report to CITY Hall or the Police Department.

3. **Full and General Waiver of All Rights and Claims.**

A. Except for the obligations imposed by this Agreement, GALASKA hereby knowingly and voluntarily releases, waives, and forever discharges any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which he has or may have against the CITY (including but not limited to, its current and former employees, agents, administrators, representatives, CITY Mayor and Commission, successors and assigns) from the beginning of the world until the date of execution of this Agreement, including, but not limited to, any claim(s) under:

- The Employment Agreement;
- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- The Florida Civil Rights Act of 1992;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Constitutions of the United States and the State of Florida;
- The Age Discrimination in Employment Act;
- The Older Workers Benefit Protection Act;
- Florida Wage and Hour laws;
- Florida and federal whistle-blower laws, including § 112.3187, Florida Statutes;
- The Internal Revenue Code;
- The Rehabilitation Act;
- The Consolidated Omnibus Budget Reconciliation Act;
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990;
- The Fair Labor Standards Act;
- The Equal Pay Act of 1963;
- The Family and Medical Leave Act of 1993;
- The Law Enforcement Officer's Bill of Rights, §112.532 et seq, Florida Statutes;
- Any other federal, state, or local civil or human rights law or any other federal, state, or local law, regulation, or ordinance;

- The CITY's employment policies, whether written or oral, and regardless of whether contained in the CITY Charter, Code, employment manual/handbook or elsewhere; and/or
- Any public policy, contract or common law claims, including any tort claims (e.g., negligent or intentional infliction of emotional distress; negligent retention, supervision or training; defamation; assault; battery; false imprisonment; wrongful termination; loss of consortium; etc.), whether based on common law or otherwise.

B. Except for the obligations imposed by this Agreement, the CITY hereby knowingly and voluntarily releases, waives, and forever discharges any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which it has or may have against GALASKA from the beginning of the world until the date of execution of this Agreement.

C. GALASKA and the CITY acknowledge and agree that this release and waiver bars any claim or demand for damages, costs, fees, or other expenses, including attorneys' fees, incurred in connection with GALASKA's employment with the CITY, his separation from employment, or with any of the above-referenced claims. GALASKA and the CITY understand and agree that with respect to the claims they are waiving in this Agreement, they are waiving not only the right to recover money or other relief in any action they might institute, but also that they are waiving any right to recover money or any other relief whatsoever in any action that might be brought on their behalves by any other person or entity, including but not limited to, the United States Equal Employment Opportunity Commission or any other federal, state or local government agency or department.

D. GALASKA and the CITY understand that the foregoing waiver and release fully and finally resolves and releases any and all disputes they may have against each other with

respect to any alleged acts occurring before the Effective Date of this Agreement, whether those disputes presently are known or unknown, suspected or unsuspected.

4. **No Pending Lawsuits, Claims or Charges and Covenant Not to Sue.** GALASKA and the CITY represent that each have no charges or claims pending against the other with any federal, state or local agency or department and that they do not have pending before any court any dispute of any kind against each other. GALAKSA and the CITY further represent and agree that they will not hereinafter pursue, initiate, or cause to be instituted any dispute released herein against each other, and represent that they have not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person, any dispute released herein. If it is determined that GALASKA or the CITY have any lawsuit, charge or claim of any kind pending against each other, the Parties agree to dismiss all such charges, claims and/or lawsuits with prejudice immediately upon execution of this Agreement.

5. **Consideration.** In consideration of GALASKA's waiver and release of all claims against the CITY and other consideration provided to it under this Agreement, the CITY agrees to provide GALASKA with his retirement credentials and the benefits set forth in Sections 2.B and 5.A through 5.D of the Employment Agreement, which includes only the following:

- a. A lump sum severance payment equivalent to ten (10) weeks of GALASKA's current annual base salary, the gross amount of which is \$35,356.72 (less any applicable withholdings and appropriate payroll deductions);
- b. A lump sum payment for 503.67 hours of unused sick leave, the gross amount of which is \$44,520.30 (less any applicable withholdings and appropriate payroll deductions);
- c. A lump sum payment for 602.41 hours of unused annual leave, the gross amount of which is \$53,248.10 (less any applicable withholdings and appropriate payroll deductions);

- d. A lump sum payment for 0 hours of unused personal leave, the gross amount of which is \$0.00 (less any applicable withholdings and appropriate payroll deductions);
- e. A lump sum payment for 36.75 hours of unused compensatory time, the gross amount of which is \$3,248.40 (less any applicable withholdings and appropriate payroll deductions).

The parties agree that no further approval of the CITY Commission is necessary to approve and authorize the execution of this Agreement and to make the payments required by this Agreement. Provided he has not revoked his acceptance of this Agreement, the payments described in section a. above shall be made within one (1) normal pay period on which GALASKA signs this Agreement or a deferred schedule of up to six (6) months, as selected by GALASKA, and the payments described in sections b. through e. above shall be made within one (1) normal pay period on which GALASKA signs this Agreement. The Parties agree and acknowledge that the benefits delineated above constitute good, valuable and sufficient consideration for GALASKA's full waiver and release of all claims, and his fulfilling all of his promises as set forth herein.

6. **Indemnification.** In accordance with Section 11.B of the Employment Agreement, the CITY shall defend and indemnify GALASKA against any claims and actions, administrative, civil or criminal arising out of GALASKA's performance of his duties and responsibilities during his employment with the CITY. The CITY will pay any judgment that may be entered in a civil action arising out of and in the course of the performance of GALASKA's duties and responsibilities as Chief of Police, except a judgment of intentional wrongdoing.

7. **Time to Consider Signing Agreement.** GALASKA acknowledges that he has been given a reasonable period of time of not less than twenty-one (21) calendar days within which to

decide whether to sign this Agreement. GALASKA understands and agrees that any changes or amendments to this Agreement, whether material or not, will not re-start the twenty-one (21) day period. GALASKA understands and agrees that he can use all or any part of the twenty-one (21) day period to decide whether to sign this Agreement. GALASKA further acknowledges that he has, in fact, taken a reasonable period of time to consider this Agreement.

8. **Seven (7) Day Period to Revoke.** GALASKA understands that he can revoke this Agreement within seven (7) calendar days after he signs it. (The seven day revocation period is counted by calendar days. If the seventh day falls on a Saturday, Sunday or legal holiday, the seventh day will be the next business day.) Any revocation within this period must be in writing and must be received by hand or by certified mail by City Attorney David N. Tolces, by 5:00 p.m. on the seventh (7) day following his execution of the Agreement. GALASKA understands and agrees that, in the event that he revokes this Agreement, this Agreement will become null and void, his employment with the CITY shall cease as of the date of revocation, he will not be entitled to any of the consideration set forth in paragraph 5 of this Agreement and the CITY will owe nothing pursuant to this Agreement.

9. **Effective Date.** This Agreement will become effective when each of the following conditions is met: 1) GALASKA executes this Agreement; and 2) the seven (7) day revocation period set forth in Paragraph 8 above expires.

10. **Confidentiality.** GALASKA agrees that, except as required by a lawful order of a court of competent jurisdiction or to the extent that he has received written authorization from the CITY, he will not, at any time or in any manner whatsoever, either directly or indirectly, reveal,

divulge, disclose, or communicate to any person, firm or corporation any CITY documents or information that are exempt or confidential under Chapter 119, Florida Statutes.

11. **Non-Disparagement.** GALASKA agrees that he will not engage in any conduct or communication designed to disparage the CITY, its elected officials or staff. The CITY's elected officials, and CITY Manager, as of the date of execution of this Agreement agree that they will not engage in any conduct or communication designed to disparage GALASKA.

12. **Cooperation.** GALASKA agrees that it is an essential term of this Agreement that he cooperate with the CITY and its counsel at all times regarding any internal or external claims, charges, audits, investigations, and/or lawsuits, regardless of when filed, involving the CITY of which GALASKA may have knowledge or in which GALASKA may be a witness. Such cooperation includes meeting with the CITY representatives and counsel to disclose such facts as GALASKA may know; preparing with the CITY's counsel for any deposition, trial, hearing, or other proceeding; attending any deposition, trial, hearing or other proceeding to provide truthful testimony; and providing other assistance to the CITY and its counsel in the defense or prosecution of litigation as may, in the sole judgment of the CITY's counsel, be necessary. The CITY agrees to reimburse GALASKA for reasonable and necessary out-of-pocket expenses incurred by GALASKA in the course of complying with this obligation (including travel and lodging expenses if GALASKA moves to a location over 100 miles from the CITY), in each case that are pre-authorized by the CITY. Should an opposing party decide to depose GALASKA, then the CITY will not be required to pay GALASKA's travel expenses. Nothing in this paragraph should be construed in any way as prohibiting or discouraging GALASKA from testifying truthfully under oath as part of, or in connection with, any such proceeding.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. The Parties voluntarily waive any right to trial by jury in the event of any litigation between the Parties which in any way arises out of this Agreement. Should litigation arise between the parties concerning an alleged breach of this Agreement or interpretation thereof, each party shall bear their own legal fees and costs.

14. **Severability.** If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction and if it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. GALASKA and the CITY further agree not to file nor encourage or support a third party to file any action challenging the validity or enforceability of this Agreement. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly construed for or against either party. If the waiver language of this Agreement is declared unenforceable because of actions taken by GALASKA or on his behalf, GALASKA shall return all monies paid to him under this Agreement with ten (10) calendar days of the date on which the Agreement is declared unenforceable and this Agreement shall immediately become null and void, and the CITY will owe nothing further pursuant to that Agreement.

15. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and shall supersede any and all prior agreements, understandings, whether written or oral, between the parties, except as otherwise specified in this Agreement. The Parties acknowledge that they have not relied on any representations, promises, or agreements of any kind made to each other



in connection with their respective decisions to sign this Agreement except for those set forth in this Agreement.

16. **Amendment.** This Agreement may not be amended except by written agreement signed by all parties and approved by the CITY Commission.

17. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which that party believes is a violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

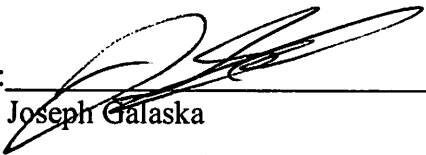
18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

19. **Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provisions of this Agreement.

20. **Acknowledgment.** The Parties agree that they have carefully read, understand and fully considered this Agreement consisting of ten (10) pages. The Parties also acknowledge that they enter into this Agreement voluntarily, without any pressure or coercion and with full knowledge of its significance. The terms of this Agreement are the product of compromise between the CITY and GALASKA.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below.

**JOSEPH GALASKA**

By:   
Joseph Galaska

Date: 3/22/24

**CITY OF MARGATE, FLORIDA**

By: \_\_\_\_\_  
Tommy Ruzzano, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Jennifer M. Johnson, City Clerk

Approved as to Form and Legal Sufficiency  
For the City of Margate Only:

\_\_\_\_\_  
David N. Tolces, City Attorney