

COMPLETE RELEASE

STATE OF FLORIDA COUNTY OF DUVAL

WHEREAS, there is pending in the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida, an action styled John Keane vs. Jacksonville Police and Fire Pension Fund Board of Trustees and The City of Jacksonville, Case No. 16-2018-CA-5925, in which John Keane (“Keane”) claims that the Jacksonville Police and Fire Pension Board of Trustees (“Board”) breached Keane’s employment contract and that the City of Jacksonville (“City”) tortiously interfered with that contractual relationship, among other claims; and

WHEREAS, the City and the Board have defended this lawsuit, raising affirmative defenses, and a counterclaim was brought against Keane for the return of certain monies; and

WHEREAS, a hearing was held on May 28, 2020, at which time the trial court ruled that the PFPF Board had the authority to create the Senior Staff Voluntary Retirement Plan (“Senior Staff Plan”) and that the employment agreement between John Keane and the PFPF Board was valid; and

WHEREAS, the parties to this release desire to compromise and settle the said claims and said lawsuit, rather than to incur the expense and uncertainty of a trial and appeal of same:

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, in the absence of any of which this release would not be executed by the parties, and of the benefits and advantages anticipated by the parties from the compromise and settlement of said claims and said lawsuit, and also in consideration of the sum of Two-Hundred Fifty Thousand Dollars (\$250,000.00) to be paid to Keane within ten (10) days of the Mayor signing the ordinance approving settlement of this lawsuit (\$125,000.00 paid by the City and \$125,000.00 paid by the Board) and restoration to Keane of his Senior Staff Plan pension benefits, which will not be subject to further recalculation except as currently authorized by the Senior Staff Plan.

(1) Keane has acquitted, released, exonerated and discharged, and does hereby acquit, release, exonerate and forever discharge the City and the Board, and their successors, legal representatives and assigns, including their officers, employees and agents, of and from any and all obligation, liability or responsibility of, for, from, upon, under, on account of or growing or arising out of said losses and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued or hereafter accruing, resulting directly or indirectly, proximately or remotely, from all or any of the matters and things embraced in said claims and in said lawsuit, and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof.

Keane represents and warrants that he has not sold, pledged, assigned, or transferred any of his claims or actions or his lawsuit. As further consideration and inducement for this compromise, Keane agrees to assume full and sole responsibility for the satisfaction of any and all claims of lien and conditional payments in connection with the above-referenced claims and

action including, but not limited to, the satisfaction of any and all of Keane's attorneys' fees and costs.

(2) The City and the Board have acquitted, released, exonerated and discharged, and do hereby acquit, release, exonerate and forever discharge Keane, and his successors, legal representatives and assigns, of and from any and all obligation, liability or responsibility of, for, from, upon, under, on account of or growing or arising out of said losses and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued or hereafter accruing, resulting directly or indirectly, proximately or remotely, from all or any of the matters and things embraced in said affirmative defenses and counterclaim. The City and Board assume their own attorneys' fees and costs.

The hereinabove recited consideration is the full, complete and entire consideration for this release, and there is no agreement, oral or written, express or implied, whereby Keane is to receive at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance or condition any further consideration of any kind whatsoever from the City or the Board for or on account of any other matter, circumstance or thing whatsoever growing or arising out of said losses and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued or hereafter accruing, resulting directly or indirectly, proximately or remotely, from all or any of the matters and things embraced in said claims and in said lawsuit.

It is understood and agreed that this settlement is not to be construed as an admission of liability on the part of any of the parties to this Complete Release, and it is understood and agreed that the settlement is strictly a compromise of doubtful and disputed claims, liability being expressly denied.

The Complete Release will be governed by and interpreted in accordance with the laws of the State of Florida and, with respect to any dispute arising out of the Complete Release, venue will be exclusively in the Courts having jurisdiction in Duval County, Florida.

The parties have read this Complete Release and understand its purport, tenor and effect. It contains and sets forth the entire agreement between the parties hereto, and there is no part of the agreement between them in respect of the premises which is not fully, completely, accurately and truly set forth herein.

IN WITNESS WHEREOF: the parties have signed, sealed and delivered this release in the City of Jacksonville, Duval County, on this _____ day of _____, 2020.



JOHN KEANE

DATE: 10-19-20

TIM JOHNSON, EXECUTIVE DIRECTOR
Jacksonville Police and Fire Pension Board of Trustees

DATE: _____

LENNY CURRY, MAYOR
City of Jacksonville

DATE: _____