

STIPULATED SETTLEMENT AGREEMENT

THIS Stipulated Settlement Agreement ("Agreement") between James Young, an individual, and the City of Key West ("City"), a municipal corporation of the State of Florida, shall become binding upon approval by the City Commission of the City of Key West, and shall thereafter take effect as set forth herein.

RECITALS

WHEREAS, James Young filed a civil action bearing case number CAK060001362 against the City of Key West and various City officials to enforce the provisions of the Florida Public Records Act; and

WHEREAS James Young filed a second civil action bearing case number CAK070000472 against the City of Key West alleging that his termination by the City constituted a violation of the Florida Whistle-Blower's Act; and

WHEREAS, the City of Key West is a municipality organized and existing under the laws of the State of Florida and is empowered to enter into agreements to settle litigation and to protect the public health, safety, and welfare of its citizens; and

WHEREAS, the City of Key West and James Young wish to settle the two pending civil actions.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration exchanged, the parties agree as follows:

1. The City of Key West agrees to pay James Young reasonably documented out-of-pocket costs and expenses incurred in the two pending civil actions, in the stipulated amount of \$16,000.00
2. The City of Key West agrees to pay a total of \$75,500.00 as and for reasonable attorney fees in case number CAK060001362. The City of Key West has previously paid

\$20,000.00 in partial settlement. See Notice of Partial Settlement dated February 4, 2013, and filed in case number 2006-CA-1362 and 2007-CA-472-K. Therefore, the City agrees to pay the balance of \$55,500.00 Plaintiff has previously waived attorney fees in and for the case number CAK070000472.

3. The City agrees to pay the costs of arbitration incurred by Plaintiff the sum of which is \$10,773.00.

4. Upon payment of settlement money shown in paragraph 1, 2 and 3, Young shall cause these matters to be dismissed with prejudice.

5. This Agreement shall become effective immediately upon its approval by the City Commission of the City of Key West. The City agrees to process this matter on an expedited basis.

6. At such time as the respective causes of action are dismissed with prejudice and in consideration for the covenant contained herein, James Young expressly agrees to execute any and all documentation necessary to release the City of Key West, its officials and agents for all liability whatsoever resulting from the subject matter of the cases referenced herein and any matter concerning his previous separation from the City.

CITY OF KEY WEST, FLORIDA

James Young

Craig Cates, Mayor

Hugh J. Morgan

Hugh J. Morgan
Attorney for James Young

Bob Vitas, City Manager

Dated: 11/6/13

Dated: _____