

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is between **STACIE WEISS** (hereinafter referred to "Employee") and the **CITY OF COOPER CITY, a Florida municipal corporation** (hereinafter referred to as "CITY"), and relates to Employee's separation of employment from the City.

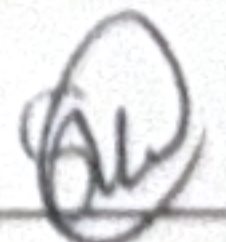
Employee and the City agree as follows:

1. Last Day of Employment. Employee's last day of employment with the City will be September 5, 2025. As of that date, except as expressly provided in this Agreement, all compensation, benefit coverage, and other benefits of employment shall be terminated.

2. Consideration. In consideration for Employee signing this Separation Agreement and General Release and complying with the promises made herein, the City agrees to pay to Employee the amount of Seventy-five Thousand Dollars and 00/100 (\$75,000.00), as follows: \$50,000 within ten (10) business days of the approval of this Agreement by the City Commission, and \$25,000 which shall be payable by the Florida Municipal Insurance Trust ("FMIT") as specific consideration for the Employee's dismissal of EEOC Case No. 510-2025-04452. The City shall work in good faith to ensure the prompt payment by the FMIT following the approval of this Agreement by the City Commission and dismissal of the EEOC complaint. If the FMIT does not tender payment to the Employee within forty-five (45) days of dismissal of the EEOC case, the City shall remit payment to the Employee in the amount of \$25,000 and seek recovery from the FMIT. The City will have no duties or liabilities toward the Employee except as set forth herein. The amount stated above represents agreed to negotiated sums intended to cover any and all existing and potential claims for payment and also constitutes the consideration for Employee's waivers and releases as set forth below in Paragraphs 6 and 9 below.

3. Taxation. Employee acknowledges and agrees that the City is providing no tax or legal advice and makes no representations regarding Employee's tax obligations or consequences, if any, related to any part of this Agreement. Employee further agrees that Employee will assume any and all tax obligations or consequences which may arise from this Agreement, and Employee will not seek any indemnification from the City in this regard.

4. Other Payments. Employee acknowledges that, except for Employee's final sick and vacation payout pursuant to the Employment Agreement and payable in the paycheck following the approval of this Agreement by the City Commission, no other payments, benefits, or other remuneration is owed to Employee, except as specifically provided in this Agreement. The City shall reimburse the Employee for all outstanding amounts due, including but not limited to the cellular phone stipend for any months during which such payments were suspended, as well as any other compensation, benefits, or remuneration accrued and owed to the Employee prior to the execution of this Agreement that may have been inadvertently omitted, unpaid, or not yet discovered at the time this Agreement was executed.



5. No Consideration Absent Execution of this Agreement. Employee understands and agrees that she is not entitled to, and would not receive the consideration (compensation) specified in Paragraph 2, except for his execution of this Agreement. Employee also understands she would not have received the consideration (compensation) specified in Paragraph 2 unless she waived her rights and claims arising under the Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act of 1990, as well as any and all of the statutes and causes of action listed in Paragraphs 6 and 9.

6. General Release of Any and All Claims. Unless otherwise prohibited by law, Employee knowingly and voluntarily releases and forever discharges the City, its elected officials, officers, employees, agents and directors of and from any and all claims, known and unknown, which she, her heirs, executors, administrators, successors, and assigns have or may have as of the date of execution of this Agreement against the City, including, but not limited to EEOC Case No. 510-2025-04452, which shall be dismissed with prejudice by the Employee up approval of this Agreement by the City Commission. Employee understands that she releases and forever discharges the City from any and all claims, including but not limited to any alleged violation of:

- A. National Labor Relations Act, as amended;
- B. Title VII of the Civil Rights Act of 1964, as amended;
- C. Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- D. Employee Retirement Income Security Act of 1974, as amended;
- E. Immigration Reform and Control Act, as amended;
- F. Americans with Disabilities Act of 1990, as amended;
- G. Age Discrimination in Employment Act of 1967, as amended;
- H. Older Workers Benefit Protection Act of 1990;
- I. Family and Medical Leave Act of 1993, as amended;
- J. Occupational Safety and Health Act, as amended;
- K. Worker Adjustment Retraining and Notification Act (WARN);
- L. United States or Florida Constitutions, including any claims for violation of the right to privacy;
- M. Sections 760.01 – 760.10, Florida Statutes as amended;
- N. Section 725.07, Florida Statutes as amended;
- O. Any other federal, state, or local law, regulation, rule or ordinance;
- P. Any personal injury, emotional distress or loss of consortium claims;
- Q. Any public policy, contract (express, implied, oral or written), tort, or common law;
- R. Any equitable relief claims;
- S. Any wrongful discharge claims;
- T. Any misrepresentation, fraud, defamation and contract claims; and,
- U. Any claims for costs, fees, or other expenses, including attorneys' fees incurred or claimed in relation to this or any matters covered by this Agreement.

With regard to any potential claims under the Age Discrimination in Employment Act of 1967 (ADEA) and the Older Workers Benefit Protection Act (OWBPA), Employee hereby knowingly and

voluntarily releases the City and Employee acknowledges and attests that she has had every opportunity to make an informed choice whether or not to sign this Agreement. Specifically, Employee acknowledges that she understands the terms and conditions of this Agreement and she has had an opportunity to consult with an attorney regarding such terms and conditions. Employee is making the knowing and voluntary decision to sign this Agreement prior to the 21-day time period set forth in the ADEA and OWBPA. Employee affirms that her decision to waive the 21-day time period was not induced by the City through fraud, misrepresentation, or any other promise or threat to withdraw the offer prior to the expiration of the 21-day time period.

Notwithstanding the provisions outlined above in Paragraph 6, Employee's released claims shall not include any claims based on obligations, privileges, and entitlements created under Fla Stat 121.011 *et seq*. Employee is not waiving Employee's vested rights and benefits under any of the City's pension or retirement benefit plans (if applicable).

Preservation of Social Security Disability Rights: Notwithstanding any provision of this Agreement, Employee retains all rights to apply for, and if eligible, receive benefits under the Social Security Act, including but not limited to Social Security Disability Insurance (SSDI). Nothing in this Agreement shall be construed to waive, release, or otherwise affect Employee's eligibility to apply for such benefits, which shall be determined solely by the Social Security Administration in accordance with applicable law. Employer shall take no action to contest or interfere with any such application.

YOU SHOULD CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND GENERAL RELEASE. BY SIGNING THIS AGREEMENT AND GENERAL RELEASE YOU GIVE UP AND WAIVE IMPORTANT LEGAL RIGHTS.

7. Return of City Property. Employee acknowledges that she has returned to the City, all of its property, including any and all City equipment she may have in her possession. Employee further acknowledges that she has provided login credentials, including user names and passwords, for any and all programs, software, and/or websites to which she had access for business purposes.

8. Records. Employee has been the custodian of public records while employed by the City. Employee will cooperate with City or City designated information technology professionals to transfer any and all public records to the City within ten (10) days of execution of this Agreement. To the extent that the City is in possession of any medical records related to the Employee, such records shall be maintained as confidential in accordance with HIPAA and other applicable law. The City is otherwise subject to the requirements of Ch. 119, F.S. Specifically, the City agrees not to release, publish, or otherwise disclose any medical or disciplinary information about the Employee that is not otherwise a public record under Chapter 119, Florida Statutes.

9. No Charges Exist and No Charges Will Be Filed. Employee waives her right to file any charges or complaints on her own behalf or to participate in any charge or complaint that may be made by any other person or organization on Employee's behalf in any federal, state, or local

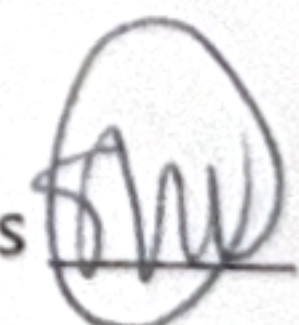
court or administrative agency against the City, except as such waiver is prohibited by law. Should any such charge or complaint be filed with the EEOC or any other governmental agency, which Employee legally cannot waive her rights to file charges with, Employee agrees she will not accept any relief or money from it. With exception of EEOC Case No. 510-2025-04452, which shall be dismissed upon approval of this Agreement by the City Commission, Employee confirms that no charge, complaint, or action against the City exists or has been filed in any forum or form on Employee's behalf.

Employee understands she is waiving any and all claims, whether known or unknown to her, and whether or not she suspects that those claims exist or might exist at this time, except as such waiver is prohibited by law. In the event that any such claim is filed, it must be dismissed with prejudice upon presentation of this Agreement, and Employee must reimburse the City for the costs, including attorneys' fees, of defending such action, except as prohibited by law.

10. Non-disparagement. The individuals serving as City Manager, Deputy City Manager and HR Director at the time of the execution of this Agreement agree that they have not made and will not make any statements or take any actions, from the date of this Agreement forward, which (i) in any way could disparage the Employee, (ii) could foreseeably harm the reputation or good will of the Employee, or (iii) in any way, directly or indirectly, could knowingly cause, encourage, or condone the making of such statements or the taking of such actions by anyone else. The Employee similarly agrees that she has not made and will not make any statements or take any actions, from the date of this Agreement forward, which (i) in any way could disparage the City and its staff, (ii) could foreseeably harm the reputation or good will of the City and its staff, or (iii) in any way, directly or indirectly, could knowingly cause, encourage, or condone the making of such statements or the taking of such actions by anyone else. City will provide substantially the following information in response to any inquiries regarding Employee's services to the City from potential employers, the public, or the media: "Employee was hired on January 2, 2020 and separated from service on September 5, 2025. During her employment she served as the City's Director of Parks and Recreation."

11. Choice of Law and Venue. This Separation Agreement and Release is to be construed at all times in accordance with and governed by the laws of the State of Florida applicable to agreements made and to be performed entirely within such State. Any action to enforce this Agreement must be brought solely in the state or federal courts located in the State of Florida, Broward County. SUBJECT TO APPLICABLE LAW, BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING FROM THIS AGREEMENT.

12. Non-Admission of Wrongdoing. Employee and the City agree that neither this Agreement nor the furnishing of any consideration for this Agreement will be deemed or construed at any time for any purpose as an admission by Employee or by the City of any wrongdoing, liability, or unlawful conduct.



13. Absence of Reliance. Employee acknowledges and understands that by entering into this Agreement, she has not relied in any way upon representations or statements of the City other than those representations or statements set forth in this Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between the Employee and the City and supersedes and terminates any and all previous agreements between Employee and the City, whether written or oral. All prior and contemporaneous discussions and negotiations have been and are hereby merged and integrated into, and are superseded by, this Agreement.

15. Amendment. This Agreement may not be modified, altered, or changed except upon the express, written consent of all parties, which includes specific reference to this Agreement.

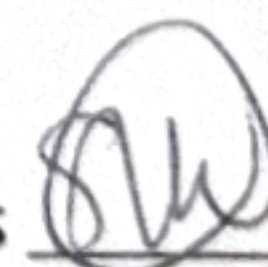
16. Severability. In the event that one or more of the provisions or portions of this Agreement are determined to be unlawful or unenforceable, the remainder of this Agreement will not be affected and each remaining provision or portion will continue to be valid and effective and will be enforceable to the fullest extent permitted by law; provided, however, that if any court were to find that the general release of all claims set forth in this Agreement is invalid or unenforceable, or was not entered into knowingly or voluntarily, Employee and the City agree that any such court is expressly authorized to modify any such invalid, illegal, or unenforceable provision of this Agreement instead of severing the provision from this Agreement in its entirety, whether by rewriting, deleting, or adding to the offending provision, or by making such other modifications as it deems necessary to carry out the intent and agreement of the Parties as embodied in this Agreement to the maximum extent permitted by law. Any such modification shall become a part of and treated as though originally set forth in this Agreement. If such provision or provisions are not modified, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth in it. Employee and the City expressly agree that this Agreement as so modified by the court shall be binding on and enforceable against Employee and the City.

17. Successors. This Agreement is binding upon, and will inure to the benefit of, the Parties and their respective heirs, executors, successors in interest, and assigns.

18. Headings. The headings are solely for convenience of reference and will not in any way affect the interpretation of this Agreement.

19. Acknowledgements.

- (a) Employee acknowledges that she has been advised to consult an attorney before signing this Agreement and that she has had the opportunity to consult with an attorney of her choice; and
- (b) Employee acknowledges that she has read this agreement in its entirety, understand its provisions, and knowingly and voluntarily consents to its terms and conditions.



20. THE AGREEMENT SHALL BE BINDING AND IRREVOCABLE BY THE EMPLOYEE UPON HER EXECUTION AND SHALL TAKE EFFECT UPON EXECUTION BY ALL PARTIES.

The parties knowingly, voluntarily and with the approval of any attorney they may have consulted, execute this Agreement as of the date set forth below:

EMPLOYEE:

By: Stacie Weiss
Stacie Weiss

8/21/2025
Date

Counsel for Stacie Weiss:

By: Courtney Jared Bannan
Signature
Courtney Jared Bannan
Printed Name

08/22/2025
Date

CITY OF COOPER CITY

By: _____
Mayor James Curran

Date

WITNESSED:

By: _____
Signature

Printed Name

Date

Approved as to legal form and sufficiency:

Jacob G. Horowitz
CITY ATTORNEY

Date