EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered between SUSAN K. COLLINS ("EMPLOYEE" or "SUSAN K. COLLINS") and the CITY OF LAKE WORTH BEACH, (hereinafter referred to as "CITY"), collectively "the PARTIES".

WHEREAS the CITY, by and through its City Commission, desires to engage the services of EMPLOYEE as the City's Internal Auditor;

WHEREAS the EMPLOYEE desires to accept the position of Internal Auditor;

NOW THEREFORE, for and in consideration of the mutual obligations set forth below, the EMPLOYEE and the CITY agree as follows:

I. EMPLOYMENT OF EMPLOYEE

Subject to the terms and conditions set forth in this Agreement, CITY hereby agrees to employ EMPLOYEE as its full-time, exempt Internal Auditor and EMPLOYEE hereby accepts such employment. The PARTIES recognize and agree that this position is properly designated a mandatory testing position pursuant to the City's drug-free workplace policy.

II. DUTIES AND RESPONSIBILITIES

The EMPLOYEE shall be responsible to the five-member CITY Commission and shall perform the functions and duties of the Internal Auditor as provided in the Job Description, the Policies and Procedures of CITY, Florida Law, the CITY's enabling legislation, the direction of the CITY Commission, and as mutually agreed to by the EMPLOYEE and CITY from time to time. The EMPLOYEE shall devote whatever time is necessary to perform the duties of the position, which may exceed forty (40) hours per week and is a minimum of forty (40) hours per week. The EMPLOYEE shall remain in the exclusive employment of CITY until termination or expiration of this Agreement in accordance with Section III. Work in excess of an average 40-hour work week shall be deemed part of the professional responsibility for which the EMPLOYEE shall not be paid overtime.

III. EXCLUSIVE EMPLOYMENT

EMPLOYEE shall not be employed by any other employer during the Term of this Agreement. EMPLOYEE shall devote her full time to serve as the Internal Auditor and to carry out, to the best of her abilities, all the duties imposed upon her by the Job Description, the Policies and Procedures, the direction of the CITY Commission, applicable laws, and such other duties as the CITY may assign from time to time. During the Term of this Agreement, the EMPLOYEE shall not hold office in any political party or political organization.

IV. TERM

A. The Term of this Agreement for employment in the Internal Auditor position shall begin on November 30, 2026 and remain in effect for one (1) year through and including November 30, 2027, unless renewed as provided in Section IV, B, or unless earlier terminated as provided in Section V.

B. In the event written notice is not given by either party to this Agreement to the other party at least forty-five (45) days prior to the termination date as herein provided, this Agreement shall be extended on the same terms and conditions for one-year terms. This subsection shall take full effect upon completion of the first twelve (12) months of employment. Renewal for the next twelve (12) months shall then occur, with annual renewals or notice as provided. Renewal shall automatically occur unless specific action to the contrary is taken by either party, or a mutually agreed upon change is made to the Agreement. However, to be eligible for renewal, the Internal Auditor must receive satisfactory

performance evaluations during the Term in accordance with Paragraph VII and after a majority of the CITY Commission in attendance concurs with entering into the Subsequent Term. However, if a performance evaluation is not timely completed by the City Commission, the Agreement shall be renewed for one (1) year. Any such Subsequent Term shall be based on the same terms as provided herein, unless modified by mutual agreement of the parties in the manner provided herein.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the service of EMPLOYEE at any time, subject only to the provisions set forth in Section V herein below.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time, subject only to the provisions set forth in Section V herein below.

V. SEPARATION FROM CITY

A. Termination by CITY Without Cause.
1. CITY may terminate this Agreement and the employment of EMPLOYEE Without Cause immediately or at any time during the Term of this Agreement.

2. In the event the CITY Commission determines, in its sole discretion, that EMPLOYEE'S employment shall be terminated Without Cause at any time during the Term of this Agreement, EMPLOYEE shall be eligible for Severance Pay as described in Section VIII.

3. The CITY's termination of this Agreement and the employment of EMPLOYEE Without Cause shall be final and non-appealable.

4. Termination Without Cause shall require a majority vote of the CITY Commission in attendance at a public meeting.

B. Termination by CITY With Cause.
1. CITY may terminate this Agreement and the employment of EMPLOYEE With Cause, in its sole discretion, as provided herein during the Term of this Agreement.

2. "With Cause" is defined as termination based upon any of the following actions by the EMPLOYEE:

    a. fraud;
    b. embezzlement;
    c. charged with a felony relating to official duties;
    d. negligence in the performance of official duties;
    e. failure to return from an approved leave of absence;
    f. violation of Florida's Code of Ethics;
    g. violation of the CITY's Policy Against Harassment and Discrimination or its Equal Employment Opportunity Policy;
    h. the Florida Commission on Ethics makes a determination of probable cause, a criminal charge is filed, or a civil or administrative judgment is issued against EMPLOYEE;
    i. violation of CITY's Drug-Free Workplace Policy;
    j. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time; or
    k. misfeasance; malfeasance and/or nonfeasance in the performance of the EMPLOYEE's duties and responsibilities.

3. CITY may terminate this Agreement and the employment of EMPLOYEE With Cause immediately or at any time during the Term of the Agreement, with written notice issued to EMPLOYEE

describing the actions claimed by the CITY constituting such grounds and the effective date of the termination. Such notice shall be issued as soon as practicable after the vote contemplated in Section V, B, 5 below.

4. The CITY's termination of this Agreement and the employment of EMPLOYEE With Cause shall be final and non-appealable.

5. Termination With Cause shall require a majority vote of the CITY Commission in attendance at a public meeting.

C. Resignation by EMPLOYEE.
   1. EMPLOYEE may voluntarily resign her employment from CITY by providing CITY forty-five (45) days written notice in advance. During the 45-day period, CITY may require EMPLOYEE to cease or limit the work performed on CITY matters, during which time EMPLOYEE is entitled to such regular compensation and benefits as is due under this Agreement until the effective date of the resignation as provided in the notice. This Agreement shall terminate on the effective date of resignation.
   2. Resignation by the Employee by giving forty-five (45) days' written notice shall be considered a termination in good standing and shall entitle the Employee to a lump sum payment equivalent to all accrued and unused Vacation Leave up to a maximum established by CITY policy, as amended to time to time.
   3. If Employee resigns following a request for resignation by a majority vote of the CITY Commission in attendance at a public meeting, such resignation shall be considered a termination without cause within the meaning of VA2.

D. Expiration of Term or Subsequent Term.
   1. At the expiration of the Term or any Subsequent Term, this Agreement and EMPLOYEE's employment shall renew automatically as set forth in IV B, unless the parties enter into a written amendment or new agreement at least forty-five (45) days prior to the end of the Term or any Subsequent Term.

E. Death or Disability.
   1. This Agreement, the Term, any Subsequent Term, and EMPLOYEE's employment shall terminate automatically upon the EMPLOYEE's death.

   2. This Agreement, the Term, any Subsequent Term, and EMPLOYEE's employment shall terminate automatically on the 30th day after the CITY gives written notice to the EMPLOYEE of its intent to terminate based upon "Disability" unless the EMPLOYEE is determined to be fit for duty by a physician indicating she can perform the essential functions of the position on a full-time basis and does, in fact, return to duty prior to the 30th day. "Disability" means the EMPLOYEE's inability to perform her duties, with or without reasonable accommodation, as evidenced by a certificate signed either by a physician mutually acceptable to the CITY and EMPLOYEE or, if the parties cannot agree, by a physician selected by agreement of a physician designated by the CITY and a physician designated by the EMPLOYEE. EMPLOYEE shall submit to a reasonable number of examinations by the physician making the determination of Disability, and hereby authorizes the disclosure and release of all supporting medical records to the CITY and shall execute the necessary documents required for such release.

F. Post-Termination Name Clearing Meeting
   1. EMPLOYEE may avail herself of the CITY's Post Termination Name-Clearing Meeting process in accordance with CITY policy in effect at the time of termination. However, in light of the organizational structure, EMPLOYEE must submit any request for such meeting in writing to the Mayor within 10 calendar days of the date of termination and such meeting will be scheduled to

occur at a special or regular CITY Commission Meeting with the Commission presiding at such meeting or, in lieu of attending, a meeting, EMPLOYEE may choose to submit a written statement to be included in her personnel file. The meeting is not an appeal of the termination decision and the CITY Commission is not required to consider reinstatement. The process is designed to allow the EMPLOYEE to present information in the public record regarding the information forming the basis of the termination.

VI. COMPENSATION

A. Base Salary. CITY agrees to pay EMPLOYEE for services rendered at the base annual salary of One Hundred Thirty-Seven Thousand Dollars ($137,000). The Base Salary shall be paid in installments at the same time as other employees of the CITY are paid.

The CITY may, at any time, increase the Base Salary to the EMPLOYEE, as it may deem desirable to do so, in its sole discretion, which shall not require a written amendment to this Agreement provided a majority of the City Commission in attendance at the meeting vote in favor of such increase. When other City employees are given a cost of living increase during the term of this agreement, the same percentage increase shall be awarded the EMPLOYEE.

Base Salary payments are not due for any periods of unpaid leave, including disciplinary suspensions, in accordance with applicable wage and hour laws.

B. Benefits.

1. Vacation Leave: EMPLOYEE shall receive 200 hours (25 days) of vacation leave into her leave bank in a lump sum upon the commencement of her employment on November 30, 2026, and on November 30th of each succeeding year. EMPLOYEE's leave bank is subject to any caps and carry-over limitations applicable to general employees. EMPLOYEE shall obtain approval for use of such leave from the Mayor in office at the time the request for use of leave is made. EMPLOYEE shall notify all CITY Commissioners of her absence.

2. Sick Leave: The EMPLOYEE shall receive 96 hours of Sick Leave into her leave bank in a lump sum upon the commencement of her employment on November 30, 2026 and on November 30th of each succeeding year. EMPLOYEE's leave bank is subject to any caps and carry-over limitations applicable to general employees. EMPLOYEE shall obtain approval for use of such leave from the Mayor in office at the time, the request for use of leave is made. EMPLOYEE shall notify all CITY Commissioners of her absence.

3. Paid Administrative Leave: The EMPLOYEE shall receive forty (40) hours administrative leave into her leave bank in a lump sum upon the commencement of her employment on November 30, 2026, and on November 30th of each succeeding year. Paid Administrative Leave not used during each one-year contract term shall be forfeited. Administrative leave unused as of the date of termination shall not be paid to EMPLOYEE, regardless of the reason for termination.

4. Insurance: The EMPLOYEE, her spouse and dependents, if any, shall be entitled to and enjoy inclusion in the CITY's Dental Insurance Program, Health Insurance Program, Vision Care Program, and other insurance benefits that may be offered in the same manner and under the same provisions and benefits as other CITY employees, as the same exists or may be amended from time to time by the CITY.

5. Life Insurance: The CITY shall provide life insurance with a benefit equal to the EMPLOYEE's Base Salary rounded to the nearest $10,000.00.

6. Retirement/Deferred Compensation: The CITY will contribute on an annual basis an amount equal to 10% of EMPLOYEE'S salary to the CITY approved 401(a) retirement program. Said payment shall be payable in installments at the same time as other retirement benefits are paid to other CITY employees. The employer's 401(a) retirement payment will be in lieu of any payments, which the CITY would have otherwise made for the EMPLOYEE'S benefit to the employer's defined contribution retirement system. As a contractually employed Internal Auditor, EMPLOYEE shall not be entitled to participate in the employer's general defined contribution retirement plan.

   The CITY'S contribution to the 401(a) retirement program shall not exceed the limit established by federal statutes and/or regulation.

7. Vehicle Allowance: The EMPLOYEE is expected to travel on business for the CITY on a regular and frequent basis including, but not limited to, attendance at meetings, driving the City's jurisdictional area, and site visits in the field. In lieu of an official vehicle, CITY shall provide EMPLOYEE with a monthly car allowance of Five Hundred Dollars ($500.00) in full payment of any expenses arising from this employment. Pursuant to §112.061, Florida Statutes, such allowance may be changed by the CITY on the basis of a signed statement of the EMPLOYEE, filed before the allowance is changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to the mileage reimbursement provisions of §112.061, Florida Statutes. EMPLOYEE is responsible for any income tax liability relating to such vehicle allowance. In the event of a paid or unpaid leave of absence in excess of 21 consecutive calendar days, such vehicle allowance shall be paid in accordance with a pro-rata calculation for the months during which the leave of absence occurs.

   EMPLOYEE further agrees to ensure that the vehicle is properly insured for business use and provide documentation of same to the City.

8. Dues and Subscriptions: CITY shall pay reasonable and appropriate professional dues and subscriptions on behalf of the EMPLOYEE for the purpose of allowing her participation in direct job-related associations, subject to budget constraints and City Commission approval.

9. Professional Development: CITY agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida Law and CITY policies) for EMPLOYEE'S travel to and attendance at professional association events as well as other reasonably necessary seminars and conferences customary to EMPLOYEE's position and/or necessary to meet continuing education requirements, subject to budget constraints and City Commission approval.

10. Per Diem and Subsistence Allowance: EMPLOYEE shall be reimbursed for work-related travel outside Palm Beach County based on the categories and at the standard rates provided in CITY policy, which reimbursement shall not be considered part of the EMPLOYEE's Compensation. However, no additional reimbursement for mileage or other vehicle expenses related to the maintenance or operation of the CITY vehicle will be provided except as specified in Section VI, B, 5 of this Agreement. As an exempt employee, no additional compensation will be paid for time spent traveling on CITY business other than EMPLOYEE's Base Salary then in effect.

11. Phone: The EMPLOYEE shall be provided with a CITY issued cell phone.

12. Additional Benefits: Said further and additional benefits which are provided to other CITY employees now or in the future shall be provided to the EMPLOYEE. The CITY may, at any time, provide other additional benefits solely to the EMPLOYEE, as it may deem desirable to do so.

VII. PERFORMANCE EVALUATION

The CITY and EMPLOYEE will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of the CITY and progress towards attaining the CITY's policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources committed to be effectively implemented.

During the Term and any Subsequent Term, the CITY Commission will endeavor to evaluate EMPLOYEE's performance annually on or before the October regular City Commission Meeting. The PARTIES will agree upon an evaluation format in compliance with applicable Florida laws. If the EMPLOYEE's performance is determined to be at least satisfactory based on an average score of all submitted evaluations, the CITY Commission may award an increase in Base Salary as agreed by the CITY Commission in its sole discretion and subject to budget considerations. Any such increase shall not require a written amendment to this agreement provided a majority of the CITY Commissioners in attendance at a public meeting vote in favor of such increase.

In the event the CITY Commission determines that the performance of EMPLOYEE is unsatisfactory in any respect or needs significant improvement in any area, the CITY Commission shall describe these concerns in writing and in reasonable detail or with specific examples so as to be objective and positive and an adequate opportunity shall be provided for the EMPLOYEE to discuss the evaluation with the CITY Commission.

VIII. PAYMENT UPON SEPARATION; SEVERANCE PAY

A. Final Paycheck. If EMPLOYEE separates from employment for any reason under Section V, she shall be paid in full any unpaid balance of her Base Salary then earned and due through the final date of employment. EMPLOYEE shall also be paid any accrued and unused Vacation Leave up to a maximum established by CITY policy, as amended from time to time. Holidays and Sick Leave are not payable upon separation for any reason. Such payments shall be made on the next regularly scheduled pay date after separation.

B. Severance Pay.

1. Termination Without Cause. If EMPLOYEE is terminated Without Cause she shall be eligible to receive Severance Pay equal to the gross amount Base Salary in effect at the time of termination, and shall not include any Benefits or perquisites as may be permitted by §215.425, F.S. (hereafter referred to as "Severance Pay") of sixteen (16) weeks' severance pay.

   Severance Pay shall be made within 30 calendar days after receipt of an executed Separation Agreement and General Release, in substantially the same form as attached hereto as Exhibit "A", by EMPLOYEE in favor of CITY in a lump sum payment, less applicable withholdings and other required deductions.

2. Termination With Cause. EMPLOYEE shall not be eligible for or receive Severance Pay.

3. Resignation by EMPLOYEE. EMPLOYEE shall not be eligible for or receive Severance Pay.

4. Expiration of Term or Subsequent Term. EMPLOYEE shall not be eligible for or receive Severance Pay.

5. Death or Disability. EMPLOYEE, or his heirs or assigns, shall not be eligible for or receive Severance Pay.

IX. COMMUNICATION AND OVERSIGHT

The EMPLOYEE shall regularly communicate with all CITY Commissioners.

EMPLOYEE agrees to notify the CITY Commission in writing within three (3) business days of being provided or notified of any complaint filed with the Florida Commission on Ethics, the Palm Beach County Commission on Ethics, the Palm Beach County Inspector General, any charge or subpoena from any law enforcement agency, or any other civil or administrative claim against EMPLOYEE.

X. GENERAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.

C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. Failure of the CITY to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of CITY's right to enforce or exercise said right(s) at any time thereafter.

F. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

G. The Separation Agreement and General Release (for Severance Pay) referenced in this Agreement has been provided to EMPLOYEE and is attached hereto as Exhibit "A". By entering into this Agreement, EMPLOYEE acknowledges that he has been advised to consult with personal legal counsel to review such Separation Agreement and General Release and has had adequate time to consider same.

H. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all applicable laws of the State of Florida and local ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.

I. This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Palm Beach County, Florida, exclusively, with each party to bear its own attorneys' fees and costs, up through and including any appellate action. EMPLOYEE expressly consents to the personal jurisdiction of the courts of Palm Beach County, Florida.

J. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Mayor _____
CITY OF LAKE WORTH BEACH
7 North Dixie Highway
Lake Worth Beach, FL 33460

TO: Susan K. Collins
Address on file at the
City Clerk's Office

With a copy to City Attorney:

Glen J. Torcivia, Esquire
Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407

Any party may designate a change of address at any time by giving written notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____ day of _____, 2026.

CITY OF LAKE WORTH BEACH

BY: _____
Mayor Betty Resch

EMPLOYEE – SUSAN K. COLLINS

_____
Susan K. Collins

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

GLEN J. TORCIVIA, CITY ATTORNEY

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is hereby made and entered into by and between SUSAN K. COLLINS ("Employee") and CITY OF LAKE WORTH BEACH (hereinafter referred to as "Employer"). In exchange for the mutual promises set forth below and intending to be legally bound, the Employer and the Employee agree to the following terms and conditions:

A. Employee was employed as an Internal Auditor of said Employer; and

B. Employee is separated from employment effective _____, without cause. As such, the Employer shall have no obligation to employ Employee under any circumstances in the future.

C. Employee recognizes that her last day of work is _____. However, if Employee accepts the terms and conditions of this Agreement, Employee shall receive Severance Pay in a gross amount equivalent to 16 weeks of Base Salary and the value of Benefits as defined in VIII(B)(1) of the Employment Agreement (less required withholding for federal, state and local taxes) as set forth in Paragraph G of this Agreement.

D. It is agreed and understood that neither the offer or acceptance of this Agreement nor the payment of any money or provision of benefits hereunder constitute or will be construed as an admission of liability or of any wrongdoing or violation of laws, rules or policies by the Employer or the Employee.

E. Employee hereby releases and discharges the Employer (and all of its affiliates, successors, assigns, directors, officers, insurers, board members, employees, attorneys and agents) from and against any and all liability to Employee upon claims, causes of action or obligations of every nature whatsoever, whether known or unknown, arising out of or relating to Employee's employment, separation from employment, or any other act, event, failure to act or things which have occurred or were created at any time before or upon the date on which this Agreement is signed and becomes effective. Without limiting the generality hereof, this release covers claims or causes of action based upon all torts (such as, for example, negligence, fraud, defamation, wrongful discharge, invasion of privacy); express and implied contracts (except this Agreement); federal, state or local statutes and ordinances, including those which regulate employment practices (such as, for example, the Age Discrimination in Employment Act, Family Medical Leave Act, Federal Civil Rights Acts (including but not limited to 42 U.S.C.A Sections 1981 – 1988, 2000a-6, and 2000e-17); the Americans with Disabilities Act, the National Labor Relations Act; the Older Worker Benefit Protection Act, The Florida Civil Rights Act; any state or federal Whistleblower's Act; Public Employee Relations Act; Title VII of the Civil Rights Act; the Civil Rights Act of 1991; the Reconstruction Era Civil Rights Act of 1866; the Employee Retirement Income Security Act; the Patient Protection and Affordable Health Care Act; the Genetic Information Nondiscrimination Act; the Public Health Services Act; Sarbanes-Oxley; the Rehabilitation Act of 1973; the Health Insurance Portability and Accountability Act; the Equal Pay Act; the Worker Adjustment and Retraining Notification Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget Reconciliation Act; the Florida Civil Rights Act; the Florida Equal Pay Act; any claims under Fla. Stat. 448.08 for unpaid wages and waivable rights under the Florida Constitution; and any and all amendments to such acts); any and all claims for violation of any statutory or administrative rules, regulations or codes; any right or entitlement to any individual relief including damages, attorneys' fees, and costs which may be available through local, state, or federal regulatory agencies such as the EEOC; expenses, costs, fees, and/or attorneys' fees, incurred or claimed in connection with any alleged claims; and every other source of legal rights and obligations which may validly be waived or released, except rights created or preserved expressly in this Agreement.

F. The Employee makes the following representations to the Employer, each of which is necessary before the Employer will pay Severance Pay to the Employee under this Agreement:

(1) that the payments and other benefits which the Employer has agreed to provide, as stated below, are payments and benefits to which she would not be entitled if it were not for this Agreement;

(2) that no consideration, promises, agreements or representations have been made to her to encourage her to sign this Agreement, except those that are contained in this Agreement;

(3) that she has read and understands each and every provision of this Agreement and any waiver pursuant to this Agreement is knowing and voluntary;

(4) that she has been advised by the Employer that she has seven (7) days from the date she signs this Agreement to rescind her acceptance of this Agreement in writing by delivering such written rescission to the Mayor within the 7-day period;

(5) that she has been advised by the Employer that she should consult an attorney of her own choosing before signing this Agreement;

(6) that she has had an adequate and reasonable period of time (at least 21 calendar days) to decide whether or not to sign this Agreement. Accordingly, failure to sign and deliver the Agreement to the City Attorney on or before **5:00 p.m. on the 25th day following the date of termination,** shall be deemed a rejection of the Agreement and she shall not be entitled to the benefits outlined herein to which she would not otherwise be entitled. Material or immaterial changes to this Agreement do not restart the running of the 21-day period.

(7) that she has not filed any complaints or initiated any other legal proceedings against the Employer before the date of signing this Agreement.

(8) that she has not assigned, transferred or purported to assign or transfer any claims released in this Agreement to any person, association or entity.

(9) that she has accurately reported all hours worked and has been paid in full for all time worked in accordance with the law and is owed no wages, whether in the form of straight time, overtime, or liquidated damages.

(10) that she has not suffered an occupational disease or disability or any on-the-job-related accident or injury of the type that might have entitled her to file a Workers' Compensation claim, whether temporary, permanent, partial or total.

(11) that she was provided and received all paid and unpaid leaves of absence to which she was entitled.

(12) that she assumes the risk for any mistake of fact now known or unknown and that she understands the significance of this Agreement.

(13) that she has the mental capacity to enter into this Agreement.

G. In exchange for the general release and other promises and acknowledgments made by Employee in this Agreement, the Employer agrees to pay Employee Severance Pay equal to 16 weeks of Base Salary and the value of Benefits as defined in VIII(B)(1) of the Employment Agreement (less required withholding for federal, state and local taxes).

H. Employee agrees (unless otherwise required by law) not to:

(1) discuss the existence of the terms of this Agreement, subject to Section F(5);

(2) disclose to any third party any confidential information of the Employer;

(3) make any statements, whether verbal or written, that disparages or defames the Employer; or

(4) file any claims waived by this Agreement.

I. Employee agrees to indemnify, defend and hold Employer harmless from and against any cost or expense including, but not limited to, attorney's fees and costs at any level of trial and appeal, incurred by Employer with respect to its enforcement of the terms of this Agreement by any legal or equitable means. However, this provision does not apply to any claims made under the ADEA.

J. This Agreement shall inure to the benefit of and be binding upon the Employer and Employee and each of their successors, assigns, affiliates, devisees, heirs, administrators and representatives.

K. This Agreement constitutes the entire agreement by and among the parties hereto and there are no agreements or commitments by or among the parties, either verbal or written, except as expressly set forth herein.

L. Should any part, term, or provision of this Agreement be declared or be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term, or provision shall be deemed not a part of this Agreement.

M. The Agreement shall be governed exclusively by Florida Law and venue for any action herein shall be in the courts of Palm Beach County.

N. This Agreement and General Release shall not be construed against the party who drafted same.

O. The rights, responsibilities, and duties of the parties, and the agreements herein, shall continue to bind the parties in full force and effect until each and every obligation has been fully performed.

P. Employee will separately receive information regarding his eligibility to continue any medical insurance under COBRA at his sole cost and expense.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

INTERNAL AUDITOR

_____
SUSAN K. COLLINS

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this_____ day of _____ 202_ by **Susan K. Collins**, who is personally known to me, or has produced_____as identification and did/did not take an oath.

_____

Notary Public
Signature and Seal

My commission expires:

ATTEST

BY: _____
_____, City Clerk

CITY OF LAKE WORTH BEACH, FLORIDA

BY: _____
_____, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Glen J. Torcivia, City Attorney