

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE ("**Agreement**") is entered into effective as of July 15, 2025 ("**Effective Date**") by and between MELISSA ANN COYNE ("**Employee**") and CITY OF LAKE WORTH BEACH, a Florida municipal corporation ("**City**"; each of Employee and the City are a "**Party**" and together are the "**Parties**").

RECITALS

WHEREAS, Employee served as the Deputy City Clerk from July 18, 2016 until July 12, 2021 and thereafter has been serving as the City Clerk;

WHEREAS, the City is the sponsoring employer of (i) the City of Lake Worth Beach Employees Retirement System codified within Chapter 16 of the City's Code of Ordinances ("**Pension Plan**"), and (ii) the City of Lake Worth Beach (FPDP) 401(a) Plan ("**401(a) Plan**"), which plans the City has the right to amend or terminate at any time;

WHEREAS, in or about 2018, the City restructured its employee group retirement benefits to generally provide that eligible employees may actively participate in either the Pension Plan or the 401(a) Plan but not both simultaneously;

WHEREAS, as part of the restructuring, the City amended the Pension Plan to provide certain active employees (including those with the title of Deputy City Clerk or City Clerk) with the option to elect to stop participating in the Pension Plan, thereby making them eligible to instead participate in the 401(a) Plan, and for those continuing to participate in the Pension Plan, with the option to elect to continue participating in the Pension Plan's existing traditional defined benefit component or to instead begin participating in a new benefit component referred to as the Cash Balance Plan;

WHEREAS, Employee elected to begin participating in the Cash Balance Plan component of the Pension Plan and currently actively participates only in that retirement benefit, Employee has a fully-vested frozen traditional defined benefit under the Pension Plan, and Employee does not participate in, and has never participated in, the 401(a) Plan;

WHEREAS, Employee has asserted that the City, the administrators of the Pension Plan, the administrators of the 401(a) Plan, and/or their respective representatives may not have fully informed Employee of her options with respect to elections of retirement benefits available to her and has further asserted that she may be eligible to participate in, and may be entitled to benefits under, the 401(a) Plan with respect to certain past, present, and future periods of employment with the City (such assertions, collectively, the "**Claim**"); and

WHEREAS, the Parties wish to amicably settle the Claim in accordance with and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

2. CONSIDERATION.

a. Prospective Change in Employee's Retirement Benefits. In consideration for Employee's waiver and release of claims against the Released Parties (as defined below) and fulfillment of all other promises set forth herein, the City will amend the Pension Plan to freeze, with a future effective date of August 16, 2025 ("**Change Date**"), the active participation of Employee's job position (Clerk) in the Pension Plan. As a result of such freeze, Employee will not be required to make any additional contributions to the Pension Plan from her compensation earned after the Change Date, and principal credits equal to a percentage of Employee's compensation earned after the Change Date will not be made to Employee's Cash Balance Plan notional account, though interest credits will continue to be applied in the future to such account in accordance with the terms of the Pension Plan as in effect from time to time. All other terms of the Pension Plan as in effect from time to time will govern Employee's frozen Pension Plan benefits. Under the terms of the current governing plan document for the 401(a) Plan, the foregoing described freeze of Employee's active participation in the Pension Plan will result in Employee becoming eligible, on the day after the Change Date, i.e., August 17, 2025, to commence participation and begin accruing benefits in the 401(a) Plan in accordance with the terms of the 401(a) Plan's governing document as in effect from time to time. Accordingly, the City will arrange for enrollment of Employee in the 401(a) Plan effective as August 17, 2025. Employee will have no right to enrollment in, or to the value of any accrued benefits in or with respect to, the 401(a) Plan for any prior time period up to and including the Change Date.

b. Adequate Consideration. Employee understands, confirms, and agrees that the promises and commitments set forth in this Agreement **are all that she is entitled to receive from the City as settlement of any and all claims and allegations she has, had, or may now have against the City and/or the other Released Parties (as defined below) concerning all matters directly, indirectly, or collaterally related to the subject matter of this Agreement including, but not limited to, any and all allegations directly, indirectly, or collaterally related to the Claim.** Moreover, Employee agrees that the promises and commitments by the City herein constitute adequate and ample consideration for the rights and claims she is waiving under this Agreement, and for the obligations imposed upon her by virtue of this Agreement.

3. COMPLETE RELEASE AND WAIVER OF CLAIMS. **Employee hereby fully releases and discharges** the City in all capacities (including, but not limited to, its capacities as employer, sponsor of the Pension Plan and the 401(a) Plan, and plan administrator of the 401(a) Plan), all past, present, and future named fiduciaries and functional fiduciaries of the Pension Plan and/or the 401(a) Plan including, but not limited to, the Pension Plan's Board of Trustees, all individuals serving as past, present, or future members of the Pension Plan's Board of Trustees, The Resource Centers, LLC as a third-party administrator of the Pension Plan, International City Management Association Retirement Corporation doing business as MissionSquare Retirement as

a third-party administrator of the 401(a) Plan, and their respective past, present, and future affiliates, predecessors, successors in interest, insurers, directors, officers, elected officials, employees, attorneys, and agents (including all individuals both in their representative and individual capacities and with all of the preceding entities and individuals hereinafter referred to as the "**Released Parties**") **from any and all claims, demands, suits, actions, and causes of action of any kind, whether at law or in equity, whether known or unknown, related to or arising from matters directly, indirectly, or collaterally related to the subject matter of this Agreement including, but not limited to, any and all allegations directly, indirectly, or collaterally related to the Claim.** Employee represents and warrants that she has not assigned or otherwise transferred and will not assign or otherwise transfer any claim that is the subject of the foregoing release. Nothing in this Agreement shall be construed to prohibit Employee from: (i) reporting possible violations of any law, rule or regulation to any governmental agency or entity charged with enforcement of any law, rule, or regulation, or (ii) making other disclosures that are protected under the whistleblower provisions of any law, rule, or regulation.

4. **ACKNOWLEDGMENT OF AGREEMENT.** Employee acknowledges that she has been given a reasonable period of time to consider whether to execute this Agreement, that she has carefully read and understands this Agreement, and that the City has not made any representations other than those contained herein. Employee also acknowledges that **she enters into this Agreement voluntarily, without any pressure or coercion, and with full knowledge of its significance, and that it constitutes a FULL AND ABSOLUTE SETTLEMENT, RELEASE, WAIVER, AND BAR AS TO ANY AND ALL CLAIMS SHE HAD, HAS, OR MAY NOW HAVE AGAINST THE CITY OR ANY OF THE OTHER RELEASED PARTIES CONCERNING ALL MATTERS DIRECTLY, INDIRECTLY, OR COLLATERALLY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE CLAIM.** Employee further acknowledges that she has been encouraged and advised to consult with an attorney of her choosing prior to signing this Agreement.

5. **ATTORNEY'S FEES AND COSTS.** Each Party shall each bear its or her own costs and attorney's fees incurred in connection with this Agreement.

6. **NO ADMISSION OF FAULT.** Neither Party makes any admission of liability or fault in connection with the subject matter resulting in this Agreement. The Agreement shall not be construed as evidence of any fault, liability, negligence or wrongdoing by either Party or any of the Released Parties.

7. **SOVEREIGN IMMUNITY.** This Agreement shall not be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes, the limitations of which the Parties hereto agree shall apply whether a claim or cause of action is brought in tort or in contract.

8. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held exclusively in Palm Beach County, Florida. Each Party shall be responsible for its or her own attorney's fees and costs related to any dispute arising out of or related to this Agreement.

9. WAIVER OF JURY TRIAL. In the event of a dispute as to the interpretation or application of, or an alleged breach of, this Agreement, the Parties agree that such dispute **SHALL BE HEARD BY A JUDGE, NOT A JURY**, in Palm Beach County, Florida. **EMPLOYEE EXPRESSLY WAIVES HER RIGHT TO A JURY TRIAL.**

10. NOTICE. Any notices required under this Agreement shall be sent by hand-delivery, certified mail, or by nationally recognized overnight courier, and if sent to the City shall be sent to:

City of Lake Worth Beach
Attn: Human Resources Director
7 N. Dixie Highway
Lake Worth Beach, FL 33460

and if sent to Employee, shall be sent to:

Melissa Ann Coyne
3617 High Ridge Way, Apt. 207
Boynton Beach, FL 33426

A Party may change its address or notices by providing such change in writing to the other Party. Notice shall be deemed given upon receipt.

11. THIRD-PARTY BENEFICIARY; BINDING AGREEMENT. This Agreement is not intended for the benefit of any third party except for the release of claims provided in section 3 above as to the Released Parties. The Agreement shall be binding upon the Parties and their respective agents, representatives, executors, administrators, personal representatives, directors, officers, elected officials, employees, predecessors, successors, heirs, and permitted assigns. Except as agreed in writing by the Parties, this Agreement is not assignable.

12. SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

13. SEVERABILITY. The parties agree that if any provision of this Agreement or any part of any provision of this Agreement, other than the release provisions in section 3 above, is found to be invalid by a court (or other arbiter) of competent jurisdiction, such finding shall not affect the validity of any other provision or part of this Agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the Parties' entire and final understanding and agreement with respect to the subject matter of this Agreement. **The Parties expressly disclaim, and agree that this Agreement supersedes, all prior or contemporaneous oral or written negotiations, promises, covenants, agreements, or representations concerning all matters directly, indirectly, or collaterally related to the subject matter of this Agreement.** None of the provisions, terms, and conditions contained in this Agreement may be added to,

modified, superseded, or otherwise altered except by written instrument executed by the Parties hereto.

15. LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City Commission.

16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same effect as if the Parties had signed the same document. All such counterparts shall be construed together with and shall constitute one Agreement. A facsimile or email transmission shall be valid and enforceable as an original.

IN WITNESS WHEREOF, Employee and the City have knowingly and voluntarily signed this Agreement.

Employee:
MELISSA ANN COYNE



Date: 6/25/25

City:
CITY OF LAKE WORTH BEACH

By: 
Loren Slaydon, Human Resources Director

Date: 6/25/25