

VOLUNTARY RESIGNATION AGREEMENT AND GENERAL RELEASE

THIS VOLUNTARY RESIGNATION AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by the TOWN OF FORT MYERS BEACH, FLORIDA ("Town"), and Frank Kropcek ("Employee") (collectively, "Parties") effective as of October 14, 2026 ("Resignation Date"). The Parties desire to resolve the matters expressly addressed in this Agreement without any admission of liability.

1. Compensation and Consideration.

(a) The Town shall pay Employee all earned wages through the Resignation Date and accrued leave payable under the applicable employment agreement and Town personnel policies, less lawful withholding. The verified balances and payments are accrued annual leave hours 260.40 / \$17,925.78 and paid administrative leave hours through October 14, 2025. These sums are not consideration for the release and will be paid regardless of whether Employee signs this Agreement.

(b) Subject to lawful authorization, approval, and the Effective Date defined below, the Town shall pay Employee severance of \$11,014.30, as consideration for settlement of an employment dispute, representing four (4) weeks of compensation, less applicable withholding, on the first payroll following the receipt of this signed agreement and once the seven (7) day revocation period has commenced. Employee acknowledges this additional severance is not compensation otherwise owed.

(c) Employee represents that Employee has disclosed any known dispute or claim for which this Agreement is intended to provide a settlement prior to its execution, including but not limited to any known facts concerning any ongoing investigations related to Employee's performance.

2. Employee Release.

In exchange for the additional consideration in paragraph 1(b), Employee knowingly and voluntarily releases the Town and its present and former officers, employees, agents, and representatives, in their official and individual capacities as applicable, from claims arising out of Employee's employment or separation that accrued on or before the date Employee signs this Agreement, whether known or unknown, to the maximum extent lawfully waivable including any future claims that may arise from an investigation which started prior to the effective date of this Agreement.

The release includes but is not limited to claims under Title VII, the Florida Civil Rights Act, 42 U.S.C. sections 1981–1988, the Americans with Disabilities Act, the Rehabilitation Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act (ADEA), the

Equal Pay Act, applicable wage-and-hour laws, federal and Florida whistleblower laws, and common-law or contractual employment claims, only to the extent those claims may lawfully be released.

This Agreement does not release or compromise workers' compensation benefits under chapter 440, Florida Statutes; vested retirement benefits; unemployment compensation rights; rights to earned wages or benefits that cannot lawfully be waived; claims to enforce this Agreement; or any other nonwaivable right. Any workers' compensation settlement must be separately documented and handled in compliance with section 440.20(11), Florida Statutes.

3. Protected Communications and Agency Rights.

Nothing in this Agreement prohibits either Party from discussing the underlying employment dispute or this settlement as provided in Section 215.425, Florida Statutes; responding truthfully to lawful process; reporting suspected unlawful conduct; communicating with, filing a charge or complaint with, or participating in an investigation or proceeding before the EEOC, NLRB, law-enforcement, auditing, oversight, or other governmental authority; exercising rights under public-records or whistleblower laws; or making disclosures protected by law. Employee waives individual monetary recovery on released claims only to the extent that waiver is lawful; no agency's authority or statutory award right is restricted.

4. Town Property, Records, and Confidential Information.

By the Resignation Date, or no later than October 16, 2026, Employee shall return any remaining Town equipment, keys, identification, access credentials, and all Town records in Employee's possession or control, including records stored on personal devices or accounts, and shall cooperate in preservation and transfer of public records. Employee shall not improperly disclose information made confidential by law, but nothing here restricts disclosure of nonexempt public records, legally required disclosure, or protected communications under paragraph 3. Employee shall not destroy or alter Town records contrary to applicable retention requirements.

5. Final Pay and Benefits.

The final regular payroll period is October 5, 2026, through October 18, 2026; final earned wages are payable through October 14, 2026 and paid on October 22, 2026. Additional severance under paragraph 1(b) is separate and payable on its specified date. Group health coverage is anticipated to continue through October 31, 2026, subject to plan terms and applicable law. Employee's premium share of the elected insurance premiums, if any, will be collected as lawfully permitted. Required continuation-coverage notices and elections will be provided where applicable. Nothing here reduces benefits required by law or the governing plan.

6. Opportunity to Review; Knowing and Voluntary Execution.

Employee acknowledges: (a) receiving this Agreement on October 14, 2026; (b) being advised in writing to consult an attorney of Employee's choosing before signing; (c) having had a full opportunity to seek independent legal and financial advice and ask questions; (d) understanding the terms and consequences, including the release of claims; (e) signing knowingly and voluntarily, without coercion, threat, or improper pressure; (f) receiving no promises or representations outside this Agreement upon which Employee relies; and (g) receiving consideration beyond amounts otherwise owed. Employee may elect not to sign and will still receive compensation and benefits independently due.

7. ADEA Consideration and Revocation.

For an individual separation involving an ADEA waiver, Employee is given at least twenty-one (21) days from receipt of this Agreement to consider it and may sign earlier voluntarily, without inducement by the Town to shorten that period. Employee may revoke this Agreement within seven (7) calendar days after signing by delivering written notice to Talissa Oliveira, Human Resources Director at hr@fmbgov.com, received by 5:00 p.m. Eastern Time on the seventh day. The Agreement does not become effective or enforceable until the eighth calendar day after Employee signs, provided it has not been timely revoked ("Effective Date"). No additional severance is due if timely revoked, but earned compensation remains payable.

8. Attorney's Fees and Costs.

Each Party shall bear its own attorney's fees, litigation expenses, and costs arising from the negotiation, execution, performance, or enforcement of this Agreement, including any proceeding alleging its breach, except to the extent a contrary award or allocation is required by nonwaivable applicable law. Neither Party shall seek contractual prevailing-party attorney's fees or costs from the other under this Agreement.

9. Entire Agreement; Amendment; Governing Law.

This Agreement is the entire agreement concerning the matters addressed herein and supersedes prior oral or written understandings on those matters, except vested benefits, independent payment obligations, and obligations that cannot lawfully be superseded. Any amendment must be in a writing signed by both Parties. Florida law governs. Subject to applicable jurisdictional requirements, an action for breach may be brought in a court of competent jurisdiction in Lee County, Florida. Nothing waives any jurisdictional defense, sovereign immunity, or statutory protection available to the Town.

10. Severability; Construction; Counterparts.

An unenforceable provision shall be severed to the extent permissible without enlarging the release or impairing nonwaivable rights. The remainder remains effective to the extent consistent with the Parties' essential bargain. This Agreement shall not be construed against either Party merely because of authorship. It may be signed in counterparts and by electronic signature to the extent permitted by law.

11. Authority and Signatures.

The Town Manager is authorized to execute this Agreement. Employee acknowledges and affirms Employee is authorized and is voluntarily executing this Agreement.

TOWN OF FORT MYERS BEACH, FLORIDA

Printed Name: _____ Date: _____
Title: _____

WITNESS: _____ Print Name: _____
WITNESS: _____ Print Name: _____

EMPLOYEE

Printed Name: _____ Date: _____

WITNESS: _____ Print Name: _____
WITNESS: _____ Print Name: _____