

**TOWN OF OCEAN RIDGE
SPECIAL TOWN COMMISSION MEETING
AGENDA**



January 28, 2015

8:00 A.M.

TOWN HALL – MEETING CHAMBERS

TOWN COMMISSION

Mayor Geoffrey A. Pugh

Commissioner Gail Adams Aaskov Commissioner Lynn L. Allison

Commissioner James A. Bonfiglio Commissioner Richard J. Lucibella

ADMINISTRATION

Town Manager Kenneth N. Schenck

Town Attorney Kenneth G. Spillias

Town Clerk Karen E. Hancsak

Police Chief Christopher T. Yannuzzi

RULES FOR PUBLIC PARTICIPATION

1. **PUBLIC COMMENT:** The public is encouraged to offer comments with the order of presentation being as follows: Town Staff, public comments, Commission discussion and official action. Town Commission meetings are business meetings and the right to limit discussion rests with the Commission. **Generally, remarks by an individual will be limited to three minutes or less.** The Mayor or presiding officer has discretion to adjust the amount of time allocated.
 - A. **Public Hearings:** Any citizen is entitled to speak on items under this section.
 - B. **Public Comments:** Any citizen is entitled to be heard concerning any matter within the scope of jurisdiction of the commission under this section. The Commission may withhold comment or direct the Town Manager to take action on requests or comments. The Commission meetings are held for the purpose of discussing and establishing policy and to review such other issues that affect the general welfare of the Town and its residents. Where possible individual grievances should first be taken up with the Town Staff.
 - C. **Regular Agenda and First Reading Items:** When extraordinary circumstances or reasons exist and at the discretion of the Commission, citizens may speak on any official agenda item under these sections.

2. **ADDRESSING THE COMMISSION:** At the appropriate time, please step up to the podium and state your name and address for the record. All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Commission shall be barred by the presiding officer from speaking further, unless permission to continue or again address the Commission is granted by a majority vote of the Commission members present.

APPELLATE PROCEDURES

Please be advised that if a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record includes the testimony and evidence upon which the appeal is based. The Town neither provides nor prepares such record. Persons who need an accommodation in order to attend or participate in this meeting should contact the Town Clerk at 732-2635 at least 2 days prior to the meeting in order to request such assistance.

CALL TO ORDER

ROLL CALL

**APPROVAL OF SEPARATION AND CONSULTING AGREEMENTS WITH
CHRIS YANNUZZI, CHIEF OF POLICE**

ADJOURN

**NEXT SCHEDULED TOWN MEETING(S):
FEBRUARY 2, 2015 AT 6:00 P.M. TOWN COMMISSION MEETING**

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made this 20th day of January, 2015, by and between Christopher T. Yannuzzi ("Yannuzzi") and the Town of Ocean Ridge ("Town"). Yannuzzi and the Town may be referred to herein singularly as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Yannuzzi has been employed by the Town as its Chief of Police since April 1, 2010;

WHEREAS, the Parties have mutually decided to end their current employment relationship;

WHEREAS, in the interests of avoiding the time, expense and uncertainty of litigation and parting amicably, the Parties have agreed to memorialize in this Agreement the terms and conditions under which Yannuzzi will end his current employment relationship with the Town; and

WHEREAS, the terms of this Agreement have been approved and adopted by the Town Commission by unanimous vote at a duly-noticed Town Commission meeting on Thursday, January 15, 2015.

The Parties agree as follows:

TERMS

1. The Town will take whatever action is necessary to rescind any decision to terminate Yannuzzi's employment with the Town. Thereafter, Yannuzzi will resign as Chief of Police of the Town, effective March 1, 2015 ("Effective Date of Resignation"). The Town shall pay Yannuzzi at his current rate of pay through the Effective Date of Resignation. Yannuzzi will take a paid leave of absence from January 19, 2015 through the Effective Date of Resignation.

2. On or before the Effective Date of Resignation, the Town shall pay Yannuzzi all of his accrued vacation time through that date, in the amount of \$2,940.26.

3. On or before the Effective Date of Resignation, the Town shall pay Yannuzzi all of his accrued sick time through that date, in the amount of \$25,140.32.

4. On or before the Effective Date of Resignation, the Town shall pay Yannuzzi 6 weeks of severance at his current rate of pay, in an amount not less than \$10,440.00.

5. The Parties shall enter into a Consulting Agreement, effective March 2, 2015. A copy of the consulting agreement shall be attached hereto as Exhibit A.

6. Payments made under this Agreement shall be by check, made payable to Christopher T. Yannuzzi and delivered by U.S. Mail or Federal Express as follows:

Christopher T. Yannuzzi
c/o Isicoff, Ragatz & Koenigsberg
1200 Brickell Avenue, Suite 1900
Miami, Florida 33131

7. All payments required to be made under this Agreement shall be made by the date set forth herein. Thereafter, the payor shall have a five (5) calendar day grace period to tender payment. Failure to make payment prior to the expiration of the grace period shall be considered a material breach of this Agreement.

8. Town Manager Kenneth Schenck shall prepare a positive evaluation of Yannuzzi and ensure same is placed in Yannuzzi's personnel file with the Town. When contacted by Yannuzzi's prospective employers, Mr. Schenck will provide a positive recommendation of Yannuzzi. Mr. Schenck and Yannuzzi agree not to disparage each other.

9. The Parties will prepare a joint press release, which will essentially state as follows: The Town and Chief Yannuzzi have parted ways on amicable terms.

10. In exchange for the consideration and promises set forth above, the sufficiency of which are hereby acknowledged, Yannuzzi does hereby remise, release, acquit and forever discharge the Town (including its commissioners, mayor, manager and legal counsel) of and from all causes of action, suits, debts, sums of money, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims for attorneys' fees, claims for costs, and claims and demands whatsoever, in law or in equity, which Yannuzzi ever had, now has, or which Yannuzzi can, will or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of these presents, including, but not limited to, any claims arising out of the threatened termination of his employment. Specifically excluded and excepted from this release is Town Commissioner Richard J. Lucibella.

11. In exchange for the consideration and promises set forth above, the sufficiency of which are hereby acknowledged, the Town (including its commissioners, mayor, manager and legal counsel) (collectively, "Releasers") do hereby remise, release, acquit and forever discharge

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Yannuzzi of and from all causes of action, suits, debts, sums of money, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims for attorneys' fees, claims for costs, and claims and demands whatsoever, in law or in equity, which Releasors ever had, now have, or which the Releasors can, will or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of these presents, including, but not limited to, any claims arising out of the threatened termination of Yannuzzi's employment. Specifically excluded and excepted from providing this release is Town Commissioner Richard J. Lucibella.

12. Notwithstanding anything contained herein to the contrary, specifically excluded and excepted from the above releases is the Town's duty to defend and indemnify Yannuzzi (and Yannuzzi's right to bring any claims pursuant to such obligations) from any claims that may be asserted involving Yannuzzi's performance of his duties within the scope of his authority as Chief of Police of the Town including, but not limited to, any claim that may be asserted by Town Commissioner Richard J. Lucibella.

13. A Party and/or Party representative executing this Agreement on behalf of a Party represent that they have full mental and physical capacity and authority to enter into, execute and perform this Agreement and to compromise the claims or potential claims referred to herein. The Parties represent that they are the lawful owners of all claims being settled herein and have not assigned or transferred any of the claims released herein.

14. The Parties represent that: (i) they have completely read and fully understand this Agreement and have voluntarily accepted the terms contained herein and (ii) they have determined that this settlement is fair and reasonable under all the circumstances and that this determination is based solely upon their independent judgment after an opportunity to consult with counsel of their choice and, that in making this determination, they have had an adequate opportunity to discuss and assess the merits of all claims or potential claims. This Agreement is a settlement and compromise of disputed claims and defenses, and neither Party admits the validity of any such allegations or defenses by entering into this Agreement.

15. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile or .pdf copy of this Agreement and any signature thereon shall be considered for all purposes as originals.

16. The Parties hereto agree to execute any and all further assurances, documents, or writings reasonably requested by the other Party to carry out the terms and provisions of this Agreement.

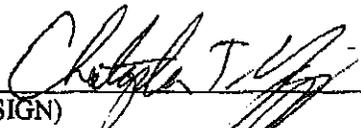
17. In the event that any one or more of the provisions of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, all remaining provisions nevertheless shall remain effective and binding, and the validity, legality and enforceability thereof shall not be affected or impaired thereby. If any such provision is held to be illegal, invalid or unenforceable, there will be deemed added in lieu thereof a provision as similar in terms to such provision as is possible, that is legal, valid and enforceable. To the extent permitted by applicable law, the Parties hereby waive any law that renders any such provision invalid, illegal, or unenforceable in any respect.

18. This Agreement is deemed entered into in Palm Beach County, Florida and shall be construed and interpreted in accordance with the laws of the State of Florida.

19. This Agreement, along with the Consulting Agreement entered in connection herewith, contains the entire agreements between the Parties hereto and the terms of said agreements may not be modified except by a written agreement duly signed by each Party.

20. The Parties further confirm and state that they have carefully read the foregoing Agreement and had an opportunity to consult with legal counsel of their choice, know the contents thereof, and sign their names below as their own free act.

CHRISTOPHER T. YANNUZZI


(SIGN)

By: Christopher T. Yannuzzi
(PRINT NAME)

Date: 1/23/15

TOWN OF OCEAN RIDGE

(SIGN)

By: _____
(PRINT NAME)

Its: _____
(PRINT TITLE)

Date: _____

EXHIBIT A

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made this 20th day of January, 2015, by and between Christopher T. Yannuzzi (“Yannuzzi”) and the Town of Ocean Ridge (“Town”). Yannuzzi and the Town may be referred to herein singularly as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Yannuzzi has over forty years of experience in law enforcement and has been employed by the Town as its Chief of Police since April 1, 2010;

WHEREAS, the Parties have decided to end their current employment relationship;

WHEREAS, Yannuzzi shall resign from his position, effective March 1, 2015;

WHEREAS, in the interests of ensuring a smooth transition following Yannuzzi’s resignation, the Town wishes to engage Yannuzzi as a consultant on an as-needed basis, pursuant to the terms set forth herein; and

WHEREAS, the terms of this Agreement have been approved and adopted by the Town Commission by unanimous vote at a duly-noticed Town Commission meeting on Thursday, January 15, 2015.

The Parties agree as follows:

TERMS

1. This Agreement shall be effective March 2, 2015, and shall run for a period of 5 months thereafter.

2. As needed by the Town, based on the judgment of Town Manager Kenneth Schenck, Yannuzzi shall be consulted by the Town and perform certain services for the Town that draw upon his law-enforcement background and knowledge. Such services may, but are not required to, include the following: (i) training of any subsequent Chief of Police appointed by the Town; (ii) consulting regarding the implementation of a license-plate-recognition system in the town; and (iii) assisting with the negotiations with the Police Benevolent Association on behalf of the Town and its Police Department.

3. The Town shall pay Yannuzzi a total of \$43,831.00, as follows: On the first of each month, commencing April 1, 2015 and continuing for four additional months thereafter, the Town shall pay Yannuzzi \$8,766.20.

4. The above payments are guaranteed and shall be paid to Yannuzzi regardless of whether the Town ever consults with Yannuzzi. However, If Yannuzzi obtains full-time employment with a police agency in a position comparable to his former position as the Town's Chief of Police, this Agreement shall be terminated effective at the end of the first pay period of his new position.

5. Payments made under this Agreement shall be by check, made payable to Christopher T. Yannuzzi and delivered by U.S. Mail or Federal Express as follows:

Christopher T. Yannuzzi
c/o Isicoff, Ragatz & Koenigsberg
1200 Brickell Avenue, Suite 1900
Miami, Florida 33131

6. All payments required to be made under this Agreement shall be made by the date set forth herein. Thereafter, the payor shall have a five (5) calendar day grace period to tender payment. Failure to make payment prior to the expiration of the grace period shall be considered a material breach of this Agreement.

7. A Party and/or Party representative executing this Agreement on behalf of a Party represent that they have full mental and physical capacity and authority to enter into, execute and perform this Agreement.

8. The Parties represent that: (i) they have completely read and fully understand this Agreement and have voluntarily accepted the terms contained herein and (ii) they have determined this Agreement is fair and reasonable under all the circumstances and that this determination is based solely upon their independent judgment after an opportunity to consult with counsel of their choice and, that in making this determination, they have had an adequate opportunity to discuss and assess this Agreement.

9. Nothing contained herein shall be deemed to create an employer/employee, partnership, joint venture or other relationship other than consultant for hire and Yannuzzi shall, in all manner, be considered an independent contractor. No payments, benefits or other consideration shall be due to Yannuzzi except as specifically provided herein.

10. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile or .pdf copy of this Agreement and any signature thereon shall be considered for all purposes as originals.

11. The Parties hereto agree to execute any and all further assurances, documents, or writings reasonably requested by the other Party to carry out the terms and provisions of this Agreement.

12. In the event that any one or more of the provisions of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, all remaining provisions nevertheless shall remain effective and binding, and the validity, legality and enforceability thereof shall not be affected or impaired thereby. If any such provision is held to be illegal, invalid or unenforceable, there will be deemed added in lieu thereof a provision as similar in terms to such provision as is possible, that is legal, valid and enforceable. To the extent permitted by applicable law, the Parties hereby waive any law that renders any such provision invalid, illegal, or unenforceable in any respect.

13. This Agreement is deemed entered into in Palm Beach County, Florida and shall be construed and interpreted in accordance with the laws of the State of Florida.

14. This Agreement, along with the Mutual Release and Settlement Agreements, contain the entire agreements between the Parties hereto and the terms of said agreements may not be modified except by a written agreement duly signed by each Party.

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15. The Parties further confirm and state that they have carefully read the foregoing Agreement and had an opportunity to consult with legal counsel of their choice, know the contents thereof, and sign their names below as their own free act.

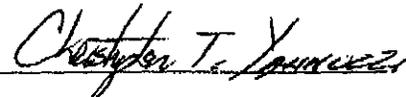
CHRISTOPHER T. YANNUZZI

TOWN OF OCEAN RIDGE



(SIGN)

(SIGN)

By: 

(PRINT NAME)

By: _____
(PRINT NAME)

Date: 1/23/15

Its: _____
(PRINT TITLE)

Date: _____