



ITEM NO. 14B1

North Bay Village Recommendation Memorandum

DATE: December 8, 2021

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Carla Gomez, Deputy Village Manager/Human Resources Director

SPONSORED BY:

SUBJECT: *A Resolution Authorizing the Village Manager to Execute a Settlement Agreement with David Meadows and Authorizing a Budget Amendment in the Amount of \$119,004.47 from General Fund Restricted Fund Balance (001.00.281.2680) - Village Manager Dr. Ralph Rosado (Deputy Village Manager/Human Resources Director Carla Maglio Gomez)*

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH DAVID MEADOWS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT; AUTHORIZING A BUDGET AMENDMENT TO FUND THE SETTLEMENT FROM THE GENERAL FUND RESTRICTED FUND BALANCE IN THE AMOUNT OF \$119,004.47 WITH ADDITIONAL SETTLEMENT PROCEEDS FROM FREEZING THE POSITION FOR THE REMAINDER OF FY 2022; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff recommends the Mayor and Village Commission to adopt the Resolution.

BACKGROUND AND ANALYSIS

On or about February 20, 2020, North Bay Village (the "Village") terminated the Employment of Police Sergeant David Meadows based on the sustained findings of IA Case 17-001 IA. On or about February 27, 2020, Meadows filed a grievance challenging the Village's termination of his employment pursuant to the collective bargaining agreement between the Village and the Fraternal Order of Police ("FOP").

The Grievance proceeded to hearing in February 2021. The Arbitrator issued an Opinion and Award, in which he: (i) sustained the Grievance on the basis that too much time elapsed from the Village's made its initial termination recommendation to the termination;(ii) ordered the

Village to reinstate Meadows' employment; and(iii) ordered the Village to provide Meadows with back pay from the date of his termination to the date of his reinstatement (the "Award". Subsequent to the issuance of the Award, Meadows and the Village have reached an Agreement providing for Meadows to retire rather than be reinstated pursuant to the following terms:

- Pay Employee back pay due through September 30, 2021, in the amount of One Hundred Eighty-Eight Thousand One Hundred Twelve dollars and forty-seven cents (\$188,112.47). Employee acknowledges and agrees that the foregoing amount is the total amount he is entitled to receive pursuant to the Award;
- Provide Employee a separation payment in the amount of Fifty Thousand Dollars (\$50,000.00), which will be subject to deductions for state and federal withholding tax, social security and other employee taxes and payroll deductions and for which a IRS Form W-2 will issue to Employee;
- Submit CJSTC Form 61 to FDLE concerning Employee's separation, which shall indicate that he "Retired.

Based on the proposed Settlement Agreement, Village Administration is seeking a budget amendment in the amount of \$119,004.47 from General Fund Restricted Fund Balance (001.00.281.2680). This value is based on the fact that the Police Department will utilize the full year funding of Meadows' position (\$119,108) to apply towards his payout, freezing the position for the remainder of FY 2022. At the end of FY 2021, Officer Meadow's payout was placed in General Fund Restricted Fund Balance, the offset of the salary and the freezing of the position help minimize the effect on the General Fund Balance.

Pillar- Efficiency - Approval of this item will allow the Village to move forward with ensuring that we attract and maintain a talented and dedicated workforce. North Bay Village seeks to minimize the wasting of materials, energy, efforts, money, and time in doing something or in producing a desired result

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

\$119,004.47 from General Fund Restricted Fund Balance (001.00.281.2680)

PERSONNEL IMPACT

Freeze 1 Police Officer for FY21/22



**North Bay Village
Budget Amendment Form**

| | | | |
|--|--------------------------|-------------|-------------------|
| Department | Police Department | Date | 11/30/2021 |
| Fund(s) to be changed: General Fund | | | |

| GL Account | GL Line Item | Transfer to: | Transfer from: |
|--------------------------------------|-------------------------|----------------------|-----------------------|
| 001-21-521-1200 | Regular Salaries | \$ 104,292.18 | |
| 001-21-521-2100 | FICA | \$ 4,847.81 | |
| 001-21-521-2200 | Retirement | \$ 9,362.31 | |
| 001-21-521-2300 | Dental Insurance | \$ 502.17 | |
| 001-00-281-2680 | Restricted Fund Balance | | \$ 119,004.47 |
| TOTAL (Columns must be equal) | | \$ 119,004.47 | \$ 119,004.47 |

Description:

The Meadows' Settlement will be Restricted at the end of FY 9/30/21. The restricted fund balance will offset the total settlement of \$238,112.47, along with freezing position in the FY 2022 budget for \$119,108 (Exhibit A). The amount of benefits might vary.

RESOLUTION NO. 2021-084

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH DAVID MEADOWS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT; AUTHORIZING A BUDGET AMENDMENT TO FUND THE SETTLEMENT FROM THE GENERAL FUND RESTRICTED FUND BALANCE IN THE AMOUNT OF \$119,004.47 WITH ADDITIONAL SETTLEMENT PROCEEDS FROM FREEZING THE POSITION FOR THE REMAINDER OF FY 2022; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, David Meadows (“Meadows”) was employed by North Bay Village (the “Village”) as a police sergeant; and

WHEREAS, on or about February 20, 2020, North Bay Village (“Village”) terminated Meadows employment based on the sustained findings of IA Case 17-001 IA; and

WHEREAS, on or about February 27, 2020, Meadows filed a grievance (“Grievance”) challenging the Village’s decision to terminate his employment; and

WHEREAS, the Grievance proceeded to a hearing in February 2021 and the Arbitrator hearing the Grievance issued an opinion and award; and

WHEREAS, subsequent to the award, the Village and Meadows reached a settlement (“Settlement”), which embodies the complete terms of the settlement of the events leading up to Meadows termination; and

WHEREAS, the Settlement provides for Meadows to retire rather than be reinstated to his former position; and

WHEREAS, the Village agrees to pay Meadows back pay through September 30, 2021 in the amount of \$188,112.47; and

WHEREAS, the Village agrees to provide Meadows a lump sum separation payment in the amount of \$50,000.00; and

WHEREAS, the Village agrees to submit a CJSTC Form to the Florida Department of Law Enforcement (“FDLE) indicating that Meadows retired from his position; and

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget to allocate \$119,004.47 from the General Fund Restricted Fund Balance and by utilizing the full year of funding for this position and freezing the position for the remainder of FY 2022; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission approves the Settlement Agreement arising out of Meadows separation from his Village employment in such terms and conditions as set forth in the Agreement attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission authorizes the Village Manager and the Village Attorney to prepare and execute all settlement and related documents consistent with the terms of the Agreement attached hereto as Exhibit "A" and the intent of this Resolution. The Village Manager is further authorized to expend budgeted funds to implement the terms of the Agreement and the intent of this Resolution.

Section 4. Amending Budget. That the Village Commission hereby approves an amendment to the budget to allocate \$119,004.47 for the settlement by authorizing expenditures from the General Fund Restricted Fund Balance as further provided in Exhibit "B" attached hereto and incorporated herein.

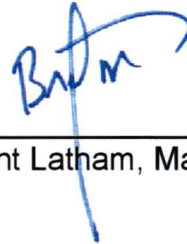
Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

The foregoing Resolution was offered by Commissioner Dr. Chervony who moved its adoption. The motion was seconded by Vice Mayor Wilmoth and upon being put to a vote, the vote was as follows:

THIS SPACE INTENTIONALLY LEFT BLANK

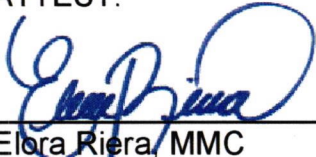
| | |
|--------------------------------|------------|
| Mayor Brent Latham | <u>YES</u> |
| Vice Mayor Marvin Wilmoth | <u>YES</u> |
| Commissioner Richard Chervony | <u>YES</u> |
| Commissioner Rachel Streitfeld | <u>YES</u> |
| Commissioner Julianna Strout | <u>YES</u> |

PASSED AND ADOPTED on this 8th day of December, 2021.



Brent Latham, Mayor

ATTEST:



Elora Rivera, MMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Robert Meyers

Weiss Serota Helfman Cole & Bierman, PL
INTERIM VILLAGE ATTORNEY



SETTLEMENT AGREEMENT
Between
North Bay Village and David Meadows

WHEREAS, on or about February 20, 2020, North Bay Village (the "Village") terminated the Employment of Police Officer David Meadows ("Meadows" or "Employee") based on the sustained findings of IA Case 17-001 IA;

WHEREAS, on or about February 27, 2020, Meadows filed a grievance challenging the Village's termination of his employment (the "Grievance") pursuant to the collective bargaining agreement between the Village and the Fraternal Order of Police ("FOP");

WHEREAS, the Grievance proceeded to hearing before Arbitrator James Stokes on February 17-18, in Miami, Florida;

WHEREAS, the Arbitrator issued an Opinion and Award, in which he: (i) sustained the Grievance on the basis that too much time elapsed from the Village's made its initial termination recommendation to the termination; (ii) ordered the Village to reinstate Meadows' employment; and (iii) ordered the Village to provide Meadows with back pay from the date of his termination to the date of his reinstatement (the "Award");

WHEREAS, subsequent to the issuance of the Award, Meadows and the Village have reached an Agreement providing for Meadows to retire rather than be reinstated pursuant to the terms set forth herein;

WHEREAS, Meadows' retirement is voluntary and his back pay includes full leave payouts and any other post-separation benefits to which he is entitled;

WHEREAS, the FOP does not object to the terms of this Agreement;

WHEREAS, Meadows has agreed to enter into this Agreement voluntarily, and he understands and accepts its terms and conditions, which he believes are fair and appropriate and are hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Village and Meadows, intending to be legally bound, do hereby stipulate and agree as follows:

TERMS

1. All of the above statements are true and correct to the best of the Parties' belief and knowledge.

2. As consideration for Employee's covenants, promises, and agreements contained herein, the Village shall:

- a. Pay Employee back pay due through September 30, 2021, in the amount of One Hundred Eighty-Eight Thousand One Hundred Twelve dollars and forty-seven cents (\$188,112.47). Employee acknowledges and agrees that the foregoing amount is the total amount he is entitled to receive pursuant to the Award;
- b. Provide Employee a separation payment in the amount of Fifty Thousand Dollars (\$50,000.00), which will be subject to deductions for state and federal withholding tax, social security and other employee taxes and payroll deductions and for which a IRS Form W-2 will issue to Employee;
- c. Submit CJSTC Form 61 to FDLE concerning Employee's separation, which shall indicate that he "Retired not involving misconduct" in response to question 7A.

3. For and in consideration of the above consideration from the Village, to which Employee would not otherwise be entitled, Employee does hereby:

- a. Voluntary retire from the Village, with an effective date of October 1, 2021, and will not seek any future employment position from the Village, whether in the Department or otherwise;
- b. Represent that the information contained in the Affidavit appended hereto as Exhibit A is true and accurate;

- c. Agree to provide the Village a copy of any Form 1040 filed or Form W-2 or 1099 Employee receives for calendar years 2020 and/or 2021, and to reimburse the Village for any income received;
- d. Knowingly, intentionally, voluntarily, and unequivocally release, discharge, and waive his right to grieve, appeal, or otherwise challenge the terms set forth in paragraph 2(a) above. This waiver includes any right to proceed to appeal his separation from employment as set forth in paragraph 2(a);
- e. Forever release, acquit, satisfy, and discharge the Village, as well as each and every one of the Village's former and current agents, employees, attorneys, and officials, whether elected or appointed, in both their official and individual capacities, and their successors and assigns, from any and all manner of known and unknown rights, claims, causes of action, grievances, suits, debts, dues, sums of money, wages, accounts, benefits, bonds, controversies, agreements, promises, damages, judgments, unfair labor practice charges, and any demands whatsoever, in law or in equity, that Meadows had, now has, and hereafter can, shall, or may have against the Village, as well as each and every one of the former and current agents, attorneys, employees, and officials, whether elected or appointed, in both their official capacities and as individuals, and their successors and assigns, arising from Employee's employment and relating to the facts and circumstances giving rise to Employee's voluntary retirement;
- f. Promise not to institute or have instituted on his behalf any lawsuit against the Village based upon any claim he is waiving in this Section; and
- g. Agree that, with respect to the claims he is waiving herein, he also is waiving his right to recover money or other relief in any action that might be brought on his behalf by any other person or entity, including but not limited to the United States Equal Opportunity Commission or any other federal, state, or local governmental agency or department.

4. The FOP has reviewed this agreement and does not object to the terms herein.”

5. This Agreement embodies the complete terms of the settlement of the events and violations that led to Employee's termination and the acceptance of the terms set forth in this Agreement. This Agreement may not be modified or superseded except in writing and with the express written consent of all the Parties.

6. Employee specifically acknowledges and declares that no other contract, promise or inducement has been made, that he has entered into this Agreement voluntarily and of his own free

will, and that he fully understands the terms of this Agreement, including the waiver provisions contained in paragraph 3 herein.

7. Employee understands and agrees that, under the Public Records Law, the Village is required to, and, upon request by any third party, shall, disclose, the terms of the Agreement, and the Village shall comply with all federal, state, and local laws requiring disclosure of public records.

8. It is understood and agreed by all Parties hereto that this Agreement is executed based upon the particular circumstances of this case and does not establish precedent for the resolution of other cases.

9. It is understood and agreed that, should any provision of the Agreement or any part thereof, be rendered or declared invalid by any decree of a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

10. In the event it becomes necessary for either Party to enforce any of the provisions of this Agreement in any legal or equitable proceeding, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in such enforcement action. Venue for any litigation regarding this Agreement will be Miami-Dade County, Florida.

11. The Parties acknowledge that they have had the opportunity to negotiate, and in fact have negotiated, regarding the terms of this Agreement. Employee further acknowledges that he has carefully read the Agreement consisting of six pages and agrees that the Village has not made any representations other than those contained herein. Employee acknowledges that he enters into this Agreement voluntarily, without pressure or coercion, and with full knowledge of its significance, including the waiver provisions contained in paragraph 3, and that this Agreement constitutes a full and absolute settlement and bar as to any and all claims he had, has, or may have

against the Village arising from or in relation to the events and violations that led to the Employee being recommended for termination.

IN WITNESS WHEREOF, the Parties have made and executed this **SETTLEMENT AGREEMENT** on the respective dates under each signature:

DAVID MEADOWS

NORTH BAY VILLAGE, FLORIDA

David Meadows

By: _____
Ralph Rosado
Village Manager

Date: 11/29/21

Date: _____

FRATERNAL ORDER OF POLICE

By: _____

Name: _____

Position: _____

Date: _____

EXHIBIT 'A'

AFFIDAVIT OF DAVID MEADOWS

BEFORE ME, this day personally appeared David Meadows, who upon oath, deposes and states:

1. I am over the age of eighteen (18) years and the facts contained in this affidavit are true, correct, and based on my personal knowledge.
2. This affidavit is prepared for the purpose of verifying the amount of back pay owed to me by North Bay Village (the "Village").
3. The Village terminated my employment on or about February 20, 2020.
4. Since my termination from the Village, through today's date, I have earned no income, whether from work performed or from unemployment compensation or the State of Florida's Reemployment Assistance ("unemployment") benefits.
5. I understand I am under an obligation to update this information by providing the Village a copy of any Form 1040 I file or Form W-2 or 1099 I receive for calendar years 2020 and/or 2021.
6. Should the Village discover that I earned income between February 20, 2020 and September 30, 2021, I will have an obligation to reimburse the Village for such amounts earned.

FURTHER AFFIANT SAYETH NOT.

David Meadows
Affiant

DAVID MEADOWS
Print or Type Name

JURAT

State of Florida)
County of Miami-Dade)

Subscribed and sworn to (or affirmed) before me on this 29th day of November, ~~2016~~, 2021
by DAVID MEADOWS, who provided to me the basis of satisfactory
evidence to be the person who appeared before me.



Mirla M. Pena
NOTARY PUBLIC
Mirla M. Pena

Printed or Type Name

My Commission Expires: 08/21/2022