



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

OFFICIAL AGENDA
SPECIAL VILLAGE COMMISSION MEETING
VILLAGE HALL
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141

FRIDAY, SEPTEMBER 21, 2018
6:30 P.M.

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

2. RESOLUTIONS

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH YVONNE P. HAMILTON; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY NORMAN C. POWELL)

1.) Commission Action

B. SPECIAL PRESENTATION – VILLAGE CLERK YVONNE P. HAMILTON

C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPOINTING A VILLAGE CLERK; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR ANDREANA JACKSON)

1.) Commission Action

3. ADJOURNMENT

RESOLUTION NO.: 2018-**A RESOLUTION OF THE COMMISSION OF
NORTH BAY VILLAGE, FLORIDA, APPROVIING
SETTLEMENT AGREEMENT AND GENERAL
RELEASE; SETTING AN EFFECTIVE DATE.
(*INTRODUCED BY VILLAGE ATTORNEY
NORMAN C. POWELL*)**

WHEREAS, Yvonne Hamilton (“Ms. Hamilton”) and North Bay Village desire to end the employment relationship between them and, by a Settlement Agreement and General Release, avoid the uncertainties and burdens of disputes, and instead, desire to settle all actual or possible disputes between them (“Claims”); and

WHEREAS, Ms. Hamilton has signed a Settlement Agreement and General Release (attached hereto as Exhibit “1”) extinguishing any and all Claims against the Village, together with any costs and/or attorney’s fees, in exchange for the payment of 20 weeks of her salary, all accrued vacation, sick, personal, comp. time, holiday, sick, and vacation leave time at her current rate of pay and any payments due to her pursuant to Village policy; and

WHEREAS, the Village Commission desires to approve the settlement and to sign the Settlement Agreement and General Release (attached hereto as Exhibit “1”), thereby disposing of all Claims that were or could have been asserted against the Village.

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. That the Village Commission approves the settlement of all Claims that were or could have been asserted by Hamilton in a lawsuit, inclusive of costs and attorney’s fees, for the payment of 20 weeks of her salary, all accrued vacation, sick, personal, comp. time, holiday, sick, and vacation leave time at her current rate of pay and any payments due to her pursuant to Village policy, as set forth in the attached Settlement Agreement and General Release (Exhibit “1”).

Section 3. That the appropriate Village officials are authorized to execute all documents deemed necessary by the Village Attorney to implement the intent of the Resolution and to provide for payment as indicated.

Section 4. Effective Date. This Resolution shall take effect immediately upon approval and the Settlement Agreement and General Release shall take effect as provided therein.

The motion to adopt the foregoing Resolution was offered by Commissioner _____, seconded by Commissioner _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Andreana Jackson	_____
Commissioner Jose Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

PASSED AND ADOPTED this 21st day of September 2018.

Connie Leon-Kreps
Mayor

ATTEST:

Graciela Mariot
Village Clerk

**APPROVED AS TO FORM FOR USE ONLY BY
NORTH BAY VILLAGE:**

David C. Miller, Esq.
Village Labor Counsel



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: September 20, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Norman C. Powell, Esq.
Village Attorney

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

**A RESOLUTION OF THE COMMISSION OF
NORTH BAY VILLAGE, FLORIDA, APPROVIING
SETTLEMENT AGREEMENT AND GENERAL
RELEASE; SETTING AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

NCP:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

EXHIBIT 1

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (the "Agreement") is entered into by and between North Bay Village and all its present, past, and future elected and appointed officials, officers, employees, insurers, attorneys, representatives and agents (referred to herein as "EMPLOYER") and Yvonne Hamilton and all her successors, heirs, and assigns (referred to herein as "EMPLOYEE").

WHEREAS, EMPLOYEE is employed by EMPLOYER; and

WHEREAS, EMPLOYEE and EMPLOYER desire to end the employment relationship between them and, by this Agreement, to avoid the uncertainties and burdens of disputes, and, instead, desire to settle all actual or possible disputes between them.

NOW, THEREFORE, EMPLOYEE and EMPLOYER, in consideration of their mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

1. Representations. EMPLOYEE and EMPLOYER acknowledge that the statements set forth above are true and correct and adopt them as if fully set forth here.

2. Resignation. EMPLOYEE hereby voluntarily and irrevocably resigns her employment with EMPLOYER effective as of the Effective Date of this Agreement.

3. Consideration.

A. Payment; Taxes. In consideration of the promises made and obligations undertaken by EMPLOYEE herein, including, but not limited to, the release of all claims by EMPLOYEE against EMPLOYER, EMPLOYER shall pay EMPLOYEE a sum equal to twenty (20) weeks of EMPLOYEE's salary (the "Payment"), payable by check to "Yvonne Hamilton," to be delivered to EMPLOYEE within ten days after the end of the Effective Date as defined herein. All applicable deductions and withholdings will be applied to the Payment, which will be reported to the IRS on a Form W-2. EMPLOYEE will also receive any and all accrued vacation, sick, personal, comp. time, holiday, sick, and vacation leave time at the EMPLOYEE'S current rate of pay and any payments due to EMPLOYEE pursuant to Village policy.

B. EMPLOYEE acknowledges that the Payment is ample and adequate consideration and that she would not be entitled to this consideration but for her entry into this Agreement. EMPLOYEE agrees and acknowledges that this consideration is the only consideration or benefit to which she is entitled from EMPLOYER except as otherwise expressly set forth herein or provided for by law, if any.

4. Release and Waiver of Claims. In exchange for the Payment and other provisions of this Agreement, EMPLOYEE and EMPLOYER irrevocably, knowingly, and voluntarily release, waive, and forever discharge any and all claims, demands, actions, causes of action, charges, and/or disputes of any kind, whether known or unknown, foreseen or unforeseen,

foreseeable or unforeseeable, and any consequences thereof, which they have, had, or may now have against each other, whether based in tort, contract, statute, or on any other basis. The disputes released include, but are not limited to, claims under:

The U.S. Civil Rights Act of 1964, as amended;
 Sections 1981 through 1988 of Title 42 of the U.S. Code;
 Chapter 11A of the Miami-Dade County Code;
 The Constitutions of the United States and of Florida;
 The Employee Retirement Income Security Act of 1974, as amended;
 Any state or federal whistleblower statutes;
 The Internal Revenue Code;
 COBRA;
 ADEA;
 GINA;
 USERRA;
 The Americans With Disabilities Act of 1990;
 The Florida Civil Rights Act;
 Chapter 440, Florida Statutes;
 Chapter 448, Florida Statutes;
 Chapter 447, Florida Statutes;
 The U.S. Equal Pay Act;
 The Family and Medical Leave Act;
 The National Labor Relations Act;
 The Age Discrimination in Employment Act;
 Any other federal, state, or local law, regulation, or ordinance, without limitation.

The Parties acknowledge that the list above is illustrative and not exhaustive and that the release provision of this Agreement is intended to be construed as broadly as possible to cover any and all claims either Party has, had, or may now have against the other. The Parties acknowledge that they may later discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of this Agreement. They agree that such discovery shall not affect this Agreement, that each assumes the risk of such discovery, and that this Agreement shall remain in full force and effect and shall not be subject to rescission by reason of such discovery or difference in facts. The Parties acknowledge that they are waiving not only their rights to recover money or obtain other relief based on the claims released herein, but they are also waiving their rights to recover money or obtain other relief based on any action that might be brought by any other person or entity. The Parties agree and understand that this Agreement does not affect EMPLOYEE's right to file a charge or participate in the investigation of a charge by the EEOC or similar fair employment practices agency and that this Agreement is not intended to and does not interfere with the enforcement authority of such agency. This Agreement is not intended to and does not waive or seek to waive any claim or cause of action as to which waiver is prohibited by applicable law. EMPLOYEE conclusively represents that she has disclosed any and all compensable injuries. EMPLOYEE conclusively represents that she has been paid all wages and compensation of whatever kind and at whatever rate to which she is entitled. This Agreement does not waive any claim arising from alleged breach of this Agreement.

5. No Lawsuits or Claims. The Parties agree not to institute or have instituted on their behalf any lawsuit, charge, or claim of any kind against the other based on the claims they are waiving in this Agreement. The Parties each represent that they do not now have pending any lawsuit, charge, or claim of any kind against the other. If it is determined that either Party does have any pending claim of any kind against the other, each agrees to immediately withdraw or dismiss such claim with prejudice.

6. Older Workers Benefits Protection Act/ADEA.

a. EMPLOYEE agrees and represents that this Agreement is written in understandable language and that she does actually understand this Agreement.

b. This Agreement is intended to and does waive rights under the Age Discrimination in Employment Act, as amended, and the Older Workers Benefits Protection Act.

c. This Agreement does not waive any rights arising after the date the Agreement is executed.

d. The consideration received by EMPLOYEE pursuant to this Agreement is in addition to anything of value to which she already is entitled.

e. EMPLOYEE has been and is hereby advised in writing to consult an attorney prior to executing this Agreement. EMPLOYEE represents that she has, in fact, consulted an attorney to advise her regarding this Agreement or, if she does not prior to execution, hereby waives that right.

f. EMPLOYEE has had ample time of at least 21 days in which to consider this Agreement. If she has not used the full 21 days for her consideration, she agrees that she has waived any unused part of that period.

g. EMPLOYEE may revoke this Agreement within seven days of the execution of the Agreement by her (the "Revocation Period"). In order to make an effective revocation, EMPLOYEE must deliver a written notice of revocation to Norman Powell, Esq., Village Attorney, 1666 Kennedy Causeway, North Bay Village, Florida 33141. The notice must be headed "Notice of Revocation" and must make clear and explicit reference to this Agreement and must state, "I HEREBY REVOKE THE SETTLEMENT AGREEMENT." The notice must be actually received at the address of Mr. Powell no later than 5:00 p.m. on the seventh calendar day following the date that EMPLOYEE executes the Agreement. In computing the Revocation Period, the date of signing shall be excluded and the next seven calendar days shall constitute the Revocation Period. However, should the seventh day fall on a Saturday, Sunday, or state or federal holiday, the end of the Revocation Period shall occur at 5:00 p.m. on the next following business day.

7. Effective Date. This Agreement is effective after execution by both Parties and upon expiration of the Revocation Period, provided that an effective revocation has not been made.

8. Disputes. This Agreement shall be governed and construed according to the laws of the State of Florida. The language of the Agreement shall be construed as a whole, according to its plain meaning, and shall not be strictly construed against any party regardless of authorship. **IN THE EVENT THAT ANY PARTY TO THIS AGREEMENT INSTITUTES LEGAL PROCEEDINGS IN A DISPUTE ARISING FROM THIS AGREEMENT, IT IS STIPULATED AND AGREED THAT SUCH CLAIM SHALL BE HEARD BY A JUDGE AND NOT A JURY IN MIAMI-DADE COUNTY, FLORIDA.** EMPLOYEE agrees that venue is proper in Miami-Dade County, Florida, and further agrees that she will not challenge or object to said venue. It is agreed that the prevailing party in such a dispute shall be entitled to all its reasonable attorneys' fees, expenses and costs, including appellate attorney's fees and costs.

9. Counterparts; Signatures By Electronic Transmission. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed one document. Any signature affixed to this Agreement and transmitted by electronic means shall be deemed an original and shall be valid and effective for all purposes.

10. Headings; Singulars And Plurals; Gender. Section headings in this Agreement are for convenience only and have no legal effect. As used in this document, the singular includes the plural and the plural includes the singular. As used in this document, the masculine includes the feminine and vice versa.

11. Acknowledgment. EMPLOYEE has read, understood, and fully considered this Agreement and all its terms. Both Parties acknowledge and agree that this Agreement is the product of mutual negotiation and compromise between the Parties. Having elected to enter into this Agreement, to fulfill the promises set forth herein and to receive thereby the benefits set forth herein, EMPLOYEE freely and knowingly and after full consideration, enters into this Agreement intending to waive, release, and create a final bar to any and all claims she has, had, or may now have against EMPLOYER from the beginning of the world to the Effective Date.

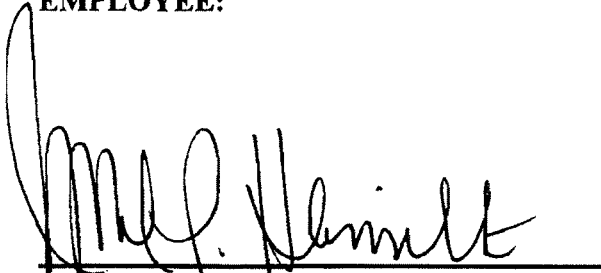
12. Entire Agreement. This Agreement constitutes the entire agreement between EMPLOYER and EMPLOYEE regarding its subject matter. EMPLOYEE agrees that she has relied on no promises, representations, understandings, or communications of any kind, written or oral, in agreeing to enter this Agreement other than those set forth expressly herein.

13. Severability. In the event that any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, except for Section 4, "Release and Waiver of Claims," and cannot be reformed by the Court in accord, as closely as possible, to the intent of the Parties to be valid or enforceable, the remainder of the Agreement shall remain in full force and effect.

14. Modification. This Agreement may be modified only by a writing signed by EMPLOYER and EMPLOYEE or their respective successors, assigns, or authorized representatives.

IN WITNESS WHEREOF, EMPLOYEE and EMPLOYER have executed this Agreement and General Release as set forth below.

EMPLOYEE:



YVONNE HAMILTON

9/4/18
Date

EMPLOYER:

NORTH BAY VILLAGE

By: _____
CONNIE LEON-KREPS, MAYOR

Date

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPOINTING A VILLAGE CLERK; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR ANDREANA JACKSON)

WHEREAS, Village Clerk Yvonne P. Hamilton resigned from the Village on September 21, 2018; and

WHEREAS, Grace Mariot was hired as Deputy Village Clerk in January 2018; and

WHEREAS, the Village Commission desires to appoint Grace Mariot as the new Village Clerk, pursuant to Section 4.02 of the Village Charter.

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

Section 1. **Recitals.** The foregoing Recitals are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. **Appointment.** Grace Mariot is hereby appointed as the new Village Clerk effective from September 21, 2018, pursuant to Section 4.02 of the Village Charter.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon approval.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Andreana Jackson	_____
Commissioner Jose Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

PASSED AND ADOPTED this 21st day of September 2018.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR USE ONLY BY
NORTH BAY VILLAGE:**

Norman C. Powell, Esq.
Village Attorney



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

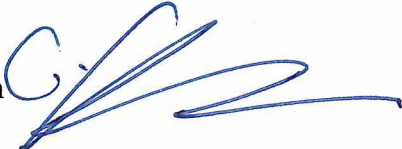
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MEMORANDUM

North Bay Village

DATE: September 19, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Vice Mayor Andreana Jackson 

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

**A RESOLUTION OF THE COMMISSION OF
NORTH BAY VILLAGE, FLORIDA, APPOINTING
A VILLAGE CLERK; AND SETTING AN
EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

AJ:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim