

COMPREHENSIVE ANALYSIS
Village Manager's Office – Administration

To: The Village Council
From: Michael R. Couzzo, Jr., Village Manager
Date: December 21, 2017

Subject: Village of Tequesta and Palm Beach County PBA Settlement Agreement

I respectfully present the following memorandum to the Village Council as an update.

In respect to the attorney's fees relative to the Ariel Ramirez Case, the Village of Tequesta and the PBA have amicably settled the matter and have entered into an agreement. The Village of Tequesta will pay a total sum of \$8,000.00 to the PBA for attorney's fees and costs incurred in litigating the case. This agreement represents a final conclusion to the grievance, arbitration, and circuit court case.

Thank you.

SETTLEMENT AGREEMENT

This is a settlement agreement between the Village of Tequesta (Village) and the Palm Beach County PBA (PBA), representing Ariel Ramirez, resolving the issue of attorney's fees and costs incurred by the PBA for litigating the Village's circuit court case involving motions to vacate and/or modify an arbitration award and the PBA's motion to confirm that award, which is Village of Tequesta v. Palm Beach County PBA and Ariel Ramirez, Case Number 502017CA00426XXXXMB.

On November 9, 2017, the PBA filed a motion for attorney's fees and costs against the Village, which the Village responded to on November 13, 2017. The Village and PBA have amicably settled the matter and enter into this settlement agreement to resolve the attorney's fees and costs issue under the following terms.

1. The Village agrees to pay the PBA a total sum of \$8000 for fees and costs incurred in litigating the underlying circuit court case.
2. By entering into this agreement the Village is not admitting to any wrongdoing on its behalf.
3. This agreement represents a final conclusion to the grievance, arbitration, and circuit court case. The PBA hereby waives any further claims on this matter, including any statutory or contractual claims that relate to the dispute addressed and resolved in the grievance, arbitration and circuit court cases. The PBA does not, and will not, claim any other attorney's fees and/or costs for this case.
4. In consideration of the foregoing, the PBA agrees to withdraw the November 9, 2017, motion for fees and costs with prejudice.
5. This agreement represents the party's good faith commitment to conclude with finality the matter arbitrated in the grievance.

Signatures for the Village of Tequesta and Palm Beach County PBA

FOR THE VILLAGE OF TEQUESTA

By: [Signature] Date: 12-11-17
Printed Name: Michael R. Couzzo
Title: Village Manager

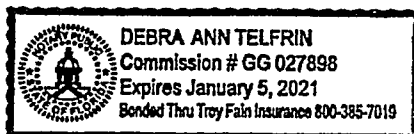
Notary

STATE OF FLORIDA
COUNTY OF PAIM BEACH

Sworn and subscribed to before me this 11 day of December, 2017 2015 St

[Signature]
NOTARY PUBLIC

My Commission Expires:



FOR THE PALM BEACH COUNTY PBA

By: [Signature]
Printed Name: John Kazantian
Title: President

Date: 12/7/17

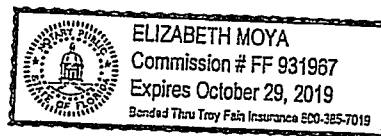
Notary

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn and subscribed to before me this 7 day of December, ²⁰¹⁷~~2015~~ Em

[Signature]
NOTARY PUBLIC

My Commission Expires:



PUBLIC RECORDS. In accordance with Sec. 119.0701, *Florida Statutes*, CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONTRACTOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the Village. Finally, upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the Village, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the Village. If the CONTRACTOR transfers all public records to the Village upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmccwilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.