

RESOLUTION 25-03-19

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE
SETTLEMENT AGREEMENT RELATING TO THE LAWSUIT
TITLED DANIEL J. GULIZIO V. ISLAMORADA, VILLAGE OF
ISLANDS, ET AL.; AUTHORIZING VILLAGE OFFICIALS TO
EXECUTE, DELIVER AND IMPLEMENT THE TERMS AND
CONDITIONS OF THE SETTLEMENT AGREEMENT; PROVIDING
FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS on or about November 22, 2023, Daniel J. Gulizio ("Mr. Gulizio") filed a lawsuit against Islamorada, Village of Islands "Village" in connection with his involuntary separation from the Village; and

WHEREAS, the case of *Daniel J. Gulizio v. Islamorada, Village of Islands, et al.*, is pending in the Circuit Court in and for Monroe County, Florida, at Case Number 23-CA-000440-P ("Lawsuit"); and

WHEREAS, on or about January 9, 2024, February 15, 2024, and February 11, 2025, the Village conducted three Executive Sessions under section 286.011(8)(a), Florida Statutes, to discuss this matter outside of a public meeting, as permitted by Florida law; and

WHEREAS, the Village and Mr. Gulizio have engaged in settlement discussions in an attempt to resolve the Lawsuit; and

WHEREAS, the Village and Mr. Gulizio have tentatively agreed to the terms described in the Settlement Agreement attached hereto as Exhibit "A," subject to consideration by the Village Council of the Village (the "Village Council"), and if approved by the Village Council, the terms shall become a binding Settlement Agreement; and

WHEREAS, the Village Council finds that the Settlement Agreement and this Resolution are in the best interest and welfare of the residents of the Village.

**NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, AS FOLLOWS:**

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of the Settlement Agreement. The Village Council hereby approves the terms and conditions of the Settlement Agreement attached hereto as Exhibit "A" together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Execution of Agreement. The Village Manager is authorized to execute the Settlement Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Settlement Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Settlement Agreement.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

Remainder of this page intentionally left blank.

Motion to adopt by Steve Friedman, second by Deb Gillis.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

| | |
|-----------------------------|-----|
| Mayor Sharon Mahoney | Yes |
| Vice Mayor Don Horton | No |
| Councilman Steve Friedman | Yes |
| Councilwoman Deb Gillis | Yes |
| Councilmember Anna Richards | Yes |

PASSED AND ADOPTED ON THIS 18th DAY OF MARCH, 2025.

Signed by:

Sharon Mahoney

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SHARON MAHONEY, MAYOR

ATTEST:

DocuSigned by:

Marne K. McGrath

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MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGALITY FOR THE EXCLUSIVE USE AND BENEFIT
OF ISLAMORADA, VILLAGE OF ISLANDS:

Signed by:



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JOHN J. QUICK, VILLAGE ATTORNEY



AGREEMENT AND GENERAL RELEASE

This Agreement and General Release (“Agreement”) is entered into by and between Islamorada, Village of Islands (“Village”), and Daniel J. Gulizio, individually and on behalf of his heirs, executors, administrators, legal representatives, and assigns (collectively referred to as “Gulizio”).

WHEREAS, Gulizio has asserted certain claims against the Village and its former Village Manager, Thomas Yates, which the Village and Yates deny. Notwithstanding, the parties desire to resolve all outstanding matters between them in an effort to limit any further litigation expenses, provided that none of the parties admit that they have engaged in any wrongdoing or improper conduct.

In consideration of the promises and mutual covenants contained in this Agreement, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Gulizio agrees to voluntarily dismiss with prejudice his pending claims against the Village and Yates in their entirety (as set forth in the *Daniel J. Gulizio v. Islamorada, Village of Islands and Thomas “Ted” Yates*, Case No. 44-2023-CA-000440-AO-01PK (Fla. 16th Cir. Ct.). To the fullest extent allowable by applicable law, Gulizio agrees not to file any additional claims, lawsuits, or charges that he has, had or may have relating to any matter arising prior to the date of execution of this Agreement against Yates or the Village or any of the Village’s officials, councilmembers, employees, agents, representatives, attorneys or insurers. Gulizio affirms and represents that he has not filed or caused to be filed any claims, including but not limited to lawsuits, actions, complaints, administrative complaints, or charges, in any court, administrative agency, or any other venue, against the Village other than the claims. Gulizio acknowledges that this representation is a material term and that he would not otherwise be entitled to the monies described herein. In the event that any other person or governmental agency pursues a charge or claim in any way related to Gulizio’s employment with the Village, Gulizio waives the right to recover or accept any payments or other relief.

2. The Village agrees to pay Gulizio the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00). Of this amount, the equivalent of 6 weeks of Gulizio’s former final base salary shall be paid, less any applicable tax withholdings (and for which a W-2 form shall issue), with the balance being paid as a lump sum (and for which a 1099 form shall issue). The amount described above shall be sent to Annesser Armenteros, PLLC, within twenty-one (21) calendar days of receipt by the Village’s counsel of the last of the following: (1) this Agreement with Gulizio’s original signature and expiration of the seven-day revocation period without Gulizio’s revocation of this Agreement; (2) signed IRS W-9 form from Gulizio’s counsel; and (3) a signed IRS W-4 form from Gulizio. Gulizio agrees to file a Notice of Dismissal with Prejudice within five business days of the clearing of the above-referenced payments. The parties agree that the total payment set forth in this Agreement shall constitute full and complete payment for any and all damages of whatever kind and nature which Gulizio has, claims to have, or may in the future claim to have against the Village. Gulizio agrees that he will be exclusively responsible for the payment of any taxes owed on any amounts paid to him under the terms of this Agreement. The Village makes no representation as to the taxability of the amounts paid to Gulizio or his counsel. Gulizio agrees to pay his portion of federal, state, or local taxes, if any, which are required

to be paid with respect to this Agreement.

3. Gulizio waives any and all rights he has to reinstatement to any position with the Village.

4. The parties hereby UNCONDITIONALLY, FULLY AND FINALLY RELEASE AND FOREVER DISCHARGE the other party, any additional insureds under any insurance policy held by the other party and/or held by any related successor or corporation and each of its present and past administrators, employees, agents, attorneys, elected officials, and all other parties hereby released, their predecessors, successors, assigns, agents, directors, trustees, officers, employees, representatives, attorneys, any related, successor corporation or subsidiaries and all persons acting by, through, under or in concert with any of them (collectively "Parties Hereby Released") from any and all duties, claims, rights, complaints, charges, damages, costs, expenses, attorneys' fees, debts, demands, actions, obligations, liabilities, and causes of action, of any and every kind, nature, and character whatsoever, whether known or unknown, whether arising out of contract, tort, statute, settlement, equity or otherwise, whether foreseen or unforeseen, whether past, present, or future, whether fixed, liquidated, or contingent, which they have, had, or may in the future claim to have based on any act or omission concerning any matter, cause, or thing arising prior to the date of this Agreement and up to the time of execution of this Agreement (all of the foregoing are hereinafter referred to collectively as the "Released Claims").

5. The Released Claims against the other party or any of the Parties Hereby Released include, but are not limited to, those directly or indirectly arising out of, or in any way pertaining to, claims arising under Title VII of the Civil Rights Act of 1964; 42 U.S.C. §§ 1981, 1983, 1985, 1986; the Fair Labor Standards Act; the Americans with Disabilities Act; the Older Workers Benefit Protection Act; the Rehabilitation Act; the Consolidated Omnibus Budget Reconciliation Act; the False Claims Act; the Employee Retirement Income Security Act; the Electronic Communications Privacy Act; the Stored Communications Act; the Immigration Reform and Control Act; the Worker Adjustment and Retraining Notification Act; the Equal Pay Act; the Sarbanes-Oxley Act; the Florida Civil Rights Act; the Florida Whistleblower Acts; the Family and Medical Leave Act; the Fair Credit Reporting Act; The Age Discrimination in Employment Act of 1967; the United States Constitution; the Florida Constitution; Section 440.205 of the Florida Statutes; Chapters 112, 120, 440, 442, 443, and 448 of the Florida Statutes; Section 741.313 of the Florida Statutes; the Florida Public Records Act; Section 790.251 of the Florida Statutes, or any other federal, state or local law, ordinance, regulation, custom, rule or policy; or any cause of action in common law, including but not limited to actions in contract or tort, including any intentional torts; or any claim based upon or related to any instrument, agreement, contract, or document entered into by or between the parties; or any basis for recovering costs, fees, or other expenses, including attorneys' fees incurred in these matters; or any claims he does not know or suspect to exist at the time of the effective date of this Agreement, regardless of whether the knowledge of such claims or the facts upon which they might be based would materially have affected the settlement of this matter.

6. The Released Claims shall be deemed to include a general release by Gulizio of all claims against the Village and any of the Parties Hereby Released, whether in their official or individual capacities.

7. Nothing in this Agreement shall be construed as an admission of wrongdoing or evidence of any liability or unlawful conduct of any kind by any party or any of the Parties
Hereby
Released.

8. Prior to receiving the payment set forth in this Agreement, Gulizio agrees to complete a Health Insurance Claim Number form if required by the Village or its claims administrators to assist with its reporting obligations under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

9. This Agreement constitutes the complete understanding between Gulizio and the Village with respect to the topics contained herein. Gulizio acknowledges and declares that no other contract, promise or inducement has been made, whether oral or written. This Agreement shall supersede all other agreements, whether oral or written, made prior to the date of execution of this Agreement.

10. This Agreement shall be construed and governed in accordance with the laws of Florida.

11. If any provision of this Agreement is found invalid, or incapable of being enforced by reason of any law, rule or public policy, all other provisions shall, nevertheless, remain in full force and effect.

12. No ambiguity in this Agreement shall be construed against any party based upon a claim that the party drafted the ambiguous language. This Agreement may only be modified, altered or rescinded pursuant to a subsequent written agreement, signed by both parties.

13. Gulizio has been advised to consult an attorney prior to signing this Agreement. He understands that whether he consults with an attorney is his decision. In that respect, Gulizio has been represented in this matter by attorney Robert A. Bernstein and the firm of Annesser Armenteros, PLLC, and is satisfied that Mr. Bernstein has explained to him all of his options in connection with this Agreement.

14. Gulizio represents that he is authorized to enter into this Agreement.

15. The parties acknowledge and agree that the terms of this Agreement are contingent on approval by the Village Council. Once the Agreement has been executed by Gulizio, the Agreement will be presented to the Village Council for consideration. In the event that the Village Council does not approve this Agreement, the Agreement shall be considered null and void and not be enforceable in any respect.

16. Gulizio acknowledges that he is afforded the opportunity to take up to 21 calendar days to consider this Agreement before signing it. Additionally, Gulizio understands that he may revoke this Agreement within 7 calendar days of his signing it. To be effective, a revocation must be in writing and received and acknowledged by Attorney Brian Koji, 324 S. Hyde Park Ave., Suite 225, Tampa, FL 33606, bkoji@anblaw.com, no later than 4:30 p.m. on the seventh calendar day following Gulizio's signing of the Agreement. Gulizio understands that if he revokes this Agreement, it will not be effective or enforceable in any respect.

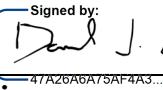
This Agreement is freely and voluntarily entered into by the parties. The parties

acknowledge that they have read this Agreement and that they understand the words, terms, conditions and legal significance of this Agreement.

Pursuant to Section 92.525, Florida Statutes, under the penalties of perjury, I declare that I have read the foregoing Agreement and that the facts stated in it are true.

3/6/2025

Date

Signed by:

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Daniel J. Gulizio

3/26/2025

Date

On behalf of Islamorada, Village of Islands,

DocuSigned by:

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