

RESOLUTION No.17-93

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE MEMORANDUM AND MUTUAL GENERAL RELEASE FOR CASE NO. 1:14-CV-23980-UU, JOE CAROLLO V. CITY OF DORAL, FLORIDA, ET AL; AUTHORIZING THE CITY MANAGER TO EXECUTE SAME; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Mr. Joe Carollo initiated litigation against the City of Doral (the “City”), and a current Councilmember and two former Councilmembers, individually (Joe Carollo v. City of Doral, Luigi Boria, Sandra Ruiz, and Christi Fraga, Case No. 1:14-CV-23980-UU (the “Litigation”), following his separation from the City; and

WHEREAS, the parties have a mutual desire to resolve the Litigation; and

WHEREAS, the City’s Insurer has been able to settlement the Litigation within coverage limits and requires the consent of the City to address non-monetary aspects of the settlement; and

WHEREAS, the Mayor and Council dispose of the Litigation and settle the matter pursuant to the terms of the “Memorandum of Settlement and Mutual General Release,” attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Settlement. The Memorandum of Settlement and Mutual General Release, attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to execute the Memorandum of Settlement and Mutual General Release.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Recused
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 10 day of May, 2017.



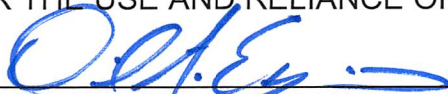
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:




WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT “A”

Memorandum of Settlement

1. This settlement is global and includes all asserted, unasserted, known, and unknown claims;
2. The Florida League of Cities, as administrator of the Florida Municipal Insurance Trust, for and on behalf of the City of Doral, Luigi Boria, Sandra Ruiz, and Christine Fraga, will pay to Joe Carollo the sum of Fifty Thousand Dollars (\$50,000.00) in settlement of all claims. The funds will be made payable to *Fitzgerald & Isaacson, LLP, IOTA Trust Account*;
3. Joe Carollo will execute the attached Mutual General Release and his counsel of record will stipulate to the dismissal, with prejudice, of the federal lawsuit;
4. The City of Doral, Luigi Boria, Sandra Ruiz, and Christine Fraga will execute the attached Mutual General Release, and respective counsel of record will stipulate to the dismissal, with prejudice, of the federal lawsuit;
5. The City of Doral will reinstate Joe Carollo to his former position as City Manager for a single day, on a date to be agreed upon by the City's and Carollo's counsel. Forthwith upon his reinstatement, Joe Carollo will submit an agreed-upon letter of resignation to the City of Doral; the City will accept Carollo's resignation; and the City will retain the letter of resignation in Carollo's personnel file. The resignation will be retroactive to April 28, 2014. Joe Carollo will not be entitled to any wages, salary, employment benefits, pension benefits, or other compensation or remuneration for the day of his reinstatement;
6. The City Charter of the City of Doral and Florida law require City Council authorization and approval of: (1) the City's execution of the Mutual General Release; and (2) the reinstatement-resignation provision of this settlement. Upon Joe Carollo's signed acknowledgment of these settlement terms, the City of Doral will proceed with all deliberate speed in that regard, in accordance with and as required by §286.011, Florida Statutes (Florida's Sunshine Law).

By my signature, I, Joe Carollo, acknowledge and agree to the terms of settlement outlined in paragraphs 1 through 6, above.



Joe Carollo

MUTUAL GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the parties— **Joe Carollo, City of Doral, Luigi Boria, Sandra Ruiz, and Christine Fraga**— for and in consideration of the sum of *Fifty Thousand and no/100 Dollars (\$50,000.00)*, received by **Joe Carollo** from or on behalf of the **City of Doral, Luigi Boria, Sandra Ruiz, Christine Fraga**, the **Florida League of Cities**, and the **Florida Municipal Insurance Trust**, and the covenants of this **Mutual General Release**, received by the **City of Doral, Luigi Boria, Sandra Ruiz, Christine Fraga**, the **Florida League of Cities**, and the **Florida Municipal Insurance Trust** from **Joe Carollo**, and for other mutually valuable consideration, hereby:

1. Mutually acknowledge tender and receipt of the consideration recited in this Mutual General Release;

2. Mutually irrevocably remise, release, acquit, satisfy, and forever discharge each other and their respective agents, servants, employees, and assigns of and from all, and all manner of action and actions, cause or causes of action, suits, attorney's fees and costs, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said parties ever had, now have, or which any personal representative, successor, heir, or assign of said parties hereafter can, shall, or may have against the other for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of these presents. This Mutual General Release includes but is not limited to any claim, demand, or cause of action in law or equity arising out of **Joe Carollo, an individual v. City of Doral, Florida, a municipal corporation, Luigi Boria, an individual, Sandra Ruiz, and individual, and Christine Fraga, an individual**, Case No. 1:14-cv-23980-UU, in the United States District Court, Southern District of Florida;

3. Mutually understand and agree that the intent and purpose of this Mutual General Release is to compromise and resolve all known asserted and unasserted claims, all doubtful and disputed claims, and all unknown claims of the parties;

4. Mutually understand and agree that this Mutual General Release is not to be construed as an admission of wrongdoing or liability by any of the parties and that the parties being released deny any and all wrongdoing or liability to each other and intend merely to avoid litigation and buy their peace;

5. Mutually acknowledge and confirm that each of the parties has had the benefit of the advice of legal counsel and that each of the parties has carefully read this Mutual General Release and understands its terms, operation, and effect; and

6. Mutually acknowledge and confirm that this Mutual General Release consists of six (6) pages; that the parties are executing this Mutual General Release in quintuplicate; that there will be five (5) originals of this Mutual General Release; and that each of the parties shall retain an original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2017.

Signed, sealed and delivered
in the presence of:

Joe Carollo

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ and to me known to be the person described in this instrument or who has produced _____ as identification and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2017.

NOTARY PUBLIC, STATE OF
FLORIDA

My Commission Expires:
Commission No. _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____
day of _____, 2017.

Signed, sealed and delivered
in the presence of:

City of Doral

By: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ and to me known to be the person described in this instrument or who has produced _____ as identification and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____
day of _____, 2017.

NOTARY PUBLIC, STATE OF
FLORIDA

My Commission Expires:
Commission No. _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____
day of _____, 2017.

Signed, sealed and delivered
in the presence of:

Luigi Boria

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ and to me known to be the person described in this instrument or who has produced _____ as identification and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____
day of _____, 2017.

NOTARY PUBLIC, STATE OF
FLORIDA

My Commission Expires:
Commission No. _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2017.

Signed, sealed and delivered
in the presence of:

Sandra Ruiz

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ and to me known to be the person described in this instrument or who has produced _____ as identification and who executed the foregoing instrument, and he acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2017.

NOTARY PUBLIC, STATE OF
FLORIDA

My Commission Expires:
Commission No. _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____
day of _____, 2017.

Signed, sealed and delivered
in the presence of:

Christine Fraga

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ and to me known to be the person described in this instrument or who has produced _____ as identification and who executed the foregoing instrument, and he acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____
day of _____, 2017.

NOTARY PUBLIC, STATE OF
FLORIDA

My Commission Expires:
Commission No. _____