

RESOLUTION NO. 15- 1348

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING AND RATIFYING THE TERMS AND CONDITIONS OF A MEDIATED SETTLEMENT AGREEMENT IN THE MATTER OF *MICHAEL A. PIZZI, JR. VERSUS TOWN OF MIAMI LAKES, FLORIDA* (MIAMI-DADE CASE NO.: 2015-19296-CA-01 (25)) WHICH IS PENDING BEFORE THE CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT; AUTHORIZING EXPENDITURE OF FUNDS IN THE AMOUNT OF \$460,000.00; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 20, 2015, Michael A. Pizzi, Jr. (“Mayor Pizzi”) filed a lawsuit against the Town of Miami Lakes (the “Town”) styled *Michael A. Pizzi, Jr. v. Town of Miami Lakes*, case number 2015-19296-CA-01, (the “Civil Fees Lawsuit”), which is currently pending before the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida; and

WHEREAS, the Civil Fees Lawsuit involves Mayor Pizzi’s claim for reimbursement from the Town of attorney’s fees and costs allegedly incurred by him in resuming the office of Mayor; and

WHEREAS, the Town disputes the allegations and the issues raised in the Civil Fees Lawsuit; and

WHEREAS, on December 8, 2015, the parties to the Civil Fees Lawsuit engaged in voluntary mediation in an attempt to settle the Civil Fees Lawsuit; and

WHEREAS, the Town seeks to avoid the expense, delay, and uncertainty of continued lengthy litigation and to resolve the Civil Fees Lawsuit under the terms of a Mediated Settlement Agreement, which is attached hereto as Exhibit A and which is subject to the Town Council’s approval (“Settlement Agreement”); and

WHEREAS, pursuant to the Settlement Agreement, the Town will pay \$460,000.00 to resolve the Civil Fees Lawsuit brought by Michael A. Pizzi, Jr.; in addition, Michael A. Pizzi, Jr. and his attorneys of record in the Civil Fees Lawsuit will provide a release in favor of the Town as provided in the Settlement Agreement; and Michael A. Pizzi, Jr. will file a Voluntary Dismissal With Prejudice of the Civil Fees Lawsuit; and

WHEREAS, the Town Council wishes to approve and ratify the Settlement Agreement;
and

WHEREAS, the Town Council finds that settlement of the Civil Fees Lawsuit and ratification of the Settlement Agreement is in the best interest of the Town of Miami Lakes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Approval and Ratification of Settlement Agreement. The Settlement Agreement, attached hereto as Exhibit "A," in the lawsuit styled *Michael A. Pizzi, Jr. v. Town of Miami Lakes*, case number 2015-19296-CA-01, is hereby approved and ratified.

Section 3. Authorization of Town Officials. The Town Manager, the Town Attorney, and litigation counsel at Lydecker Diaz are authorized to take all actions necessary to implement the terms and conditions of the Settlement Agreement.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend \$460,000.00 in Fiscal Year 2015-2016 from the Town's General Fund to implement the terms and conditions of the Settlement Agreement.

Section 5. Execution of Agreement. The Town Manager is authorized to execute the Settlement Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Settlement Agreement and to execute any extensions and/or amendments to the Settlement Agreement, subject to the approval as to form and legality by the Town Attorney.

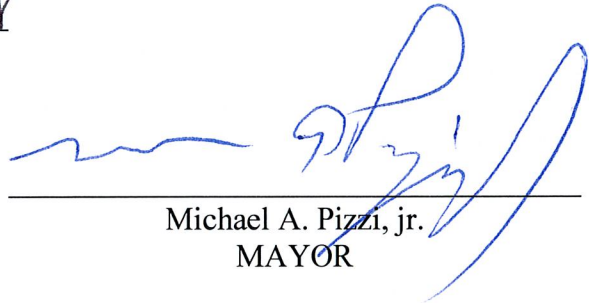
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

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PASSED AND ADOPTED this 16th day of December, 2015.

The foregoing resolution was moved for adoption by Councilman Lama. The motion was seconded by Councilman Mestre and upon being put to a vote, the vote was as follows:

Mayor Michael A. Pizzi, Jr.	<u>yes</u>
Vice Mayor Tim Daubert	<u>no</u>
Councilmember Manny Cid	<u>no</u>
Councilmember Tony Lama	<u>yes</u>
Councilmember Ceasar Mestre	<u>yes</u>
Councilmember Frank Mingo	<u>no</u>
Councilmember Nelson Rodriguez	<u>yes</u>



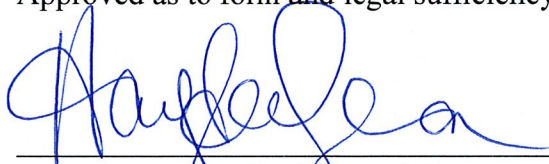
Michael A. Pizzi, jr.
MAYOR

Attest:



Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT “A”

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IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO. 2015-019296 CA 25

MICHAEL A. PIZZI, JR.,
Plaintiff(s),

vs.

TOWN OF MIAMI LAKES, FLORIDA,
Defendant(s).

MEDIATION SETTLEMENT AGREEMENT

The undersigned parties, having mediated on December 8, 2015 with ROBERT A. DULBERG, Certified Mediator, hereby agree to the following in full and final settlement of the above captioned matter:

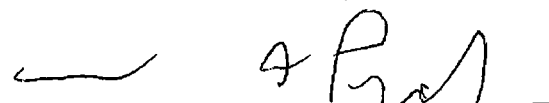
1. Subject to the approval of the Town Council of Miami Lakes (the "Council"), as more specifically set forth below, Defendant agrees to pay Plaintiff the sum of \$460,000.00 (the "Settlement Amount") in full settlement and satisfaction of any and all claims brought in this litigation only herein upon the terms and conditions set forth below. This Mediation Settlement Agreement ("Agreement") does not include claims for criminal fees in Case No. 15-019303
2. Plaintiff acknowledges that this Agreement is subject to approval by the Council within fifteen (15) days from the date of this Agreement. If the Council approves this Agreement, payment shall be made within five (5) calendar days from the date of such approval, payable to Reiner & Reiner, P.A., Trust Account.
3. If the Council fails to approve this Agreement within the aforesaid time, this Agreement shall be null and void and the parties shall continue with the pending litigation in the above captioned matter.
4. Plaintiff shall cooperate with the Defendant pursuing its claims against its insurance carriers and will direct his attorneys to cooperate in all efforts to seek reimbursement of all covered and/or potentially covered items or claims.
5. If this Agreement is approved, Plaintiff shall, within ten (10) days from receipt and clearance of the Settlement Amount, file a voluntary dismissal with prejudice. However, the Court shall retain jurisdiction to enforce the terms of this agreement.
6. Plaintiff and all of his attorneys of record in this case shall provide a release contemporaneous with payment of the Settlement Amount, with regard to all claims raised, or which could have been raised in connection with this case (excluding any fees




claimed in the criminal fees case 15-19303) in favor of the Town of Miami Lakes, its officers, agents employees, Council Members, representative officials and attorneys.. However, the Defendant is specifically reserving all claims it has against its insurance carriers.

7. None of the funds from this settlement will be disbursed to Michael A. Pizzi, Jr. and are only for payment to his attorneys.
8. Each party shall bear their respective attorneys' fees and costs other than in the event of enforcement proceedings in which event the prevailing party shall be entitled to reasonable attorneys' fees and costs upon a finding of a material breach of this Agreement.
9. The Plaintiff reserves any rights to collect his criminal fees in case 15-19303. Plaintiff affirmatively represents that he has not assigned his claims in this case for fees to third parties, including attorneys. Plaintiff will indemnify the Defendant, including its attorneys from any claims in this case by third parties, including attorneys and hereby waives any and all garnishment exemptions under all applicable laws.
10. The cost of mediation shall be shared equally by the parties.

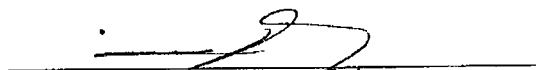
Dated: December 8, 2015



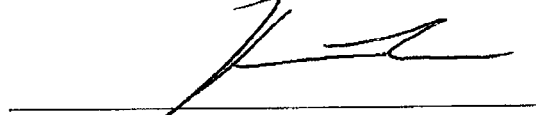
Plaintiff Michael A. Pizzi, Jr.



Counsel for Plaintiff



Defendant Town of Miami Lakes



Counsel for Defendant