

NOTE: A request form is available from the Deputy Town Clerk; please fill it in and return it prior to the start of the meeting if you would like to speak during public comment. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please turn off or mute your cell phone or pager at the start of the meeting. Thank you.

**TOWN OF BAY HARBOR ISLANDS
MORRIS N. BROAD COMMUNITY CENTER
1175 95TH STREET
BAY HARBOR ISLANDS, FL 33154**

**SPECIAL COUNCIL MEETING
AGENDA**

August 21, 2023
6:30 PM

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts, or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER: Approximately 6:30 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

1. **Consideration and Approval** of a Resolution approving a Settlement Agreement between the Town and Lindsley Noel regarding a charge filed with the Equal Employment Opportunity Commission, and an Employment Agreement regarding his services as Police Chief. Enclosed are copies of the Settlement Agreement and Employment Agreement.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT AND EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND LINDSLEY NOEL; AUTHORIZING THE TOWN MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

ADJOURNMENT: Approximately 7:00 p.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may 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.

AGENDA ITEM REPORT

August 21, 2023

ITEM NUMBER: 1.

ITEM: Consideration and Approval of a Resolution approving a Settlement Agreement between the Town and Lindsley Noel regarding a charge filed with the Equal Employment Opportunity Commission, and an Employment Agreement regarding his services as Police Chief. Enclosed are copies of the Settlement Agreement and Employment Agreement.

DESCRIPTION:

Lindsley Noel, an 18-year employee of the Town in the Police Department, previously filed a charge with the Equal Employment Opportunity Commission. Both parties wish to resolve the matter and have agreed to enter into a Settlement Agreement. Additionally, the Town desires to enter into an Employment Agreement with Lindsley Noel regarding the terms and conditions of his employment as Police Chief.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There will be a financial impact of \$1,125 for mediation fees, which will be taken from the Professional Services Account in the FY 23 Budget. The payment of \$75,000 will be funded by the Town's insurer, the Florida Municipal Insurance Trust-Florida League of Cities. The additional \$7,568.56 increase in salary is budgeted in the FY 2023 Budget.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Professional Services	08/21/2023	\$1,125.00	001.5140.400031.000		\$0.00

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution approving Settlement Agreement and Employment Agreement - Lindsley Noel(55209748.1)
2.	NOEL- Fnal Employment Contract 8-17-23 1332
3.	NOEL Settlement Agreement(55213925.1)

RESOLUTION NO. _____

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT AND EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND LINDSLEY NOEL; AUTHORIZING THE TOWN MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lindsley Noel (“Noel”) has been employed in the Police Department of the Town of Bay Harbor Islands for 18 years; and

WHEREAS, Noel has previously filed a charge with the Equal Employment Opportunity Commission; and

WHEREAS, the parties are now desirous to resolve all issues related, and in connection therewith, the parties have agreed to enter into the Settlement Agreement which is attached as Exhibit A, and is subject to ratification and approval by the Town Council; and

WHEREAS, the Town of Bay Harbor Islands (the “Town”) desires to enter into a employment services agreement attached as Exhibit B with Noel for mutually agreed upon employment services as described in the Employment Agreement by and between Noel and the Town; and

WHEREAS, the Town Council hereby finds the Settlement Agreement and Employment Agreement between the Town and Noel, attached hereto as Exhibit A and Exhibit B, and made a part of this Resolution, to be in the best interest of the Town and Noel.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS:

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Town Council hereby approves and adopts the Settlement Agreement between the Town and the Noel attached hereto as Exhibit A.

Section 3. The Town Council hereby approves and adopts the Employment Agreement between the Town and the Noel attached hereto as Exhibit B.

Section 4. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 5. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 21st day of August 2023

**_____
ELIZABETH TRICOCHÉ, MAYOR**

ATTEST:

**_____
YVONNE P. HAMILTON, TOWN CLERK**

APPROVED AS TO FORM:

**_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.**

**TOWN OF BAY HARBOR ISLANDS
CHIEF OF POLICE
EMPLOYMENT AGREEMENT**

This agreement is an Employment Agreement (the “agreement”) made and entered into this _____ day of _____, 20____ between the Town of Bay Harbor Islands (“Town”) and Lindsley Noel (“the Employee” or “Noel”).

DEFINITIONS

For purposes of this agreement, “Chief of Police” shall have the same meaning as Section 166.0494, Fla. Stat. as amended.

RECITALS

The Town agrees to employ the services of the Employee as Chief of Police (“Chief”) and the Employee wishes to continue employment as the Chief under the terms and conditions set forth herein.

Chief Noel has been employed by the Town since 2006, serving honorably as a member of the Bay Harbor Island Police Department (“BHIPD”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Employee agree to the following:

SECTION 1. DUTIES AND HOURS OF WORK

1.1 The Town agrees to employ the Employee as Chief to perform the duties and exercise the powers as prescribed by State Law, the Town Charter and Town Code, the Collective Bargaining Agreement between the Town and the Dade County Police Benevolent Association for Police Officers (“CBA”), Bay Harbor Islands Police Department Policy (“BHIPD Policy”), and from time to time perform other legally permissible tasks and functions as assigned by the Chief of Police and/or Town Manager. The Chief agrees to perform these duties to the best of his abilities, in a professional fashion, with full decorum, as historically required of the Chief of the Town, and pursuant to the Code of Ethics of the International Association of Chiefs of Police, applicable local, county, state and federal ethics codes, and the Town’s Employee Policies and Procedures Manual (“Employee Manual”), all of which may be amended from time to time.

1.2 The position of the Chief is an exempt position pursuant to the federal Fair Labor Standards Act. The Town Chief shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder at the Town of Bay Harbor Islands (unless remote work is approved by the Town Manager), to ensure the proper oversight of the Town’s Police Department. The Chief shall make himself accessible to the Town Manager, Town employees, Town Agents, and Town residents. The Chief shall perform routine visits and oversight of various patrol shifts on weekends, as reasonably required. The Chief and/or his designee (e.g., Deputy Chief or Captain) shall also attend Town sponsored events held on weekends that require BHIPD Leadership presence. The Chief shall be on call 24 hours a day to respond to emergencies within the Town.

1.3 The Chief agrees to remain employed by the Town during the Term of this agreement. The Chief of Police acknowledges that outside or off duty employment is generally not allowed for

Employee: _____

Town Manager: _____

Town Attorney: _____

Bay Harbor Islands Police Department
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this position and may not be approved; however, the Town Manager in her discretion may approve certain off duty assignments if in the best interests of the Town.

1.4 The Employee is a salaried full-time employee. As the Department Director, from time to time the Employee is also expected to work hours in excess of 40 hours per week to ensure the proper oversight of the department. This includes, but is not limited to attending Council meetings, participating in events, responding to emergencies and routine visits and oversight of the various patrol shifts.

SECTION 2. COMMENCEMENT DATE

2.1 This agreement shall commence on _____ (“Commencement Date”) and continues for three (3) years.

SECTION 3. DISCIPLINARY MATTERS

3.1 Unless for cause, the Chief shall not be dismissed or disciplined resulting in loss of pay or benefits. Discipline shall be administered in accordance with BHIPD Policy, as amended from time to time, which are hereby incorporated by reference. Any disciplinary issues will be handled in accordance with this agreement, the Employee Manual, and Florida Law (e.g., Fla. Stat. s. 166.0494 (2023)). The Chief shall have all rights, privileges, and duties detailed under Florida Law.

3.2 Should the Town terminate the services of the Chief, within ten (10) business days after the termination requirements are met: 1) The Chief shall return to the Town Manager any and all Town property which the Chief has in his possession, use and/or control; 2) the Town shall pay the Chief any sum required by the Employee Manual and 3) the Town shall pay the Chief any sum required under this agreement. *See infra*, § 14 Inclusion Clause. The Chief shall also be paid a lump sum severance pay equal to twenty (20) weeks of his base salary (“Severance Pay”) in exchange for the Chief’s execution of a general release of all claims that the Chief may have against the Town, its Council Members, agents, attorneys, insurers, and employees for all matters relating to, arising out of, or concerning this agreement and the Chief’s employment from the commencement date until the date of the general (“General Release”). The General Release shall be prepared by the Town Attorney.

3.3 **Demotion in lieu of Termination.** Should the Town Manager choose to terminate the Chief’s employment as Chief of Police, the Chief shall have the option to return to the rank of Captain without loss of any benefits (including longevity pay) due to change in rank, including those detailed herein.

3.4 **Prevailing Party Attorney Fees.** If any action or proceeding is commenced to Construe or enforce this Agreement or the rights and duties of the parties hereunder, then the party prevailing in that action, and any appeal thereof, shall be entitled to recover its reasonable attorneys’ fees and costs in that action or proceeding, as well as reasonable costs and fees of any appeal or action to enforce any judgment entered therein.

SECTION 4. RESIGNATION BY EMPLOYEE

4.1 If the Employee voluntarily resigns his position, the Employee shall give the Town at least sixty (60) days written notice prior to the effective date of such resignation.

Employee: _____
Town Manager: _____
Town Attorney: _____

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SECTION 5. COMPENSATION SECTION

5.1 The employee's salary shall be at least One Hundred Ninety-Two Thousand, Five Hundred Sixty-Eight dollars and Fifty-Six cents (\$192,568.56 U.S.), as was budgeted in the October 1, 2023 Town Budget which shall be payable in regular installments at the same time as other Town employees are paid. This salary will continue until September 30, 2023, at which time the Chief's annual salary will increase to One Hundred Ninety-Six Thousand, One Hundred Seventeen Dollars (\$196,117.00) if the current budget is approved by the Council (or such sum as is approved in the budget by the Town Council).

5.2 The Employee may receive an annual raise in pay to his base salary based upon cost-of-living and merit as passed by the Council on an annual basis. This pay raise, if any, is effective the first pay period following the beginning of each fiscal year.

5.3 The Town Manager may increase the Employee's base salary in such amounts as may be permitted in the Town's Budget and on the basis of an annual performance evaluation of the Chief by the Town Manager. Such evaluation shall be in such form as the Manager deems appropriate and the first evaluation shall be conducted on the one-year anniversary of this Agreement, and, thereafter on each annual anniversary of this Agreement.

5.4 The Town agrees not to reduce the Chief's pay and benefits unless such is applied across-the-board. Any other reduction of pay shall be treated as a discipline and subject to Binding Arbitration per Section 3 of this Agreement.

SECTION 6. HEALTH, DENTAL, LIFE, VISION, AND DISABILITY INSURANCE

6.1 The Chief shall be eligible to participate in the Dental, Life, Health, Vision, and Disability insurance that are offered to the Town's Employees (including BHIPD Police Officers) pursuant to all terms and conditions of such insurance plans and policies required by the Town's insurance companies.

6.2 The Chief is presently enrolled in certain insurance plans. The parties agree that the execution of this agreement constitutes a qualifying life event allowing for a special enrollment period. The Special Enrollment Period will become effective on the Commencement Date and on the date this agreement is renewed by the Town Counsel. *See* Section 2.

6.3 Upon the Commencement Date, during any enrollment period, the Chief may participate in the Town's Health Insurance plan in accordance with Town Employee Manual.

SECTION 7. RETIREMENT/DEFERRED COMPENSATION

7.1 The Employee will continue with the Town's Retirement System as set forth Article VIII of the Town Code- Special Funds and Benefits for Policemen (as may be amended from time to time). The Chief shall be entitled to all Pension, Retirement, 457 plan(s), and D.R.O.P. Program Benefits for Police Officers. The Town shall not reduce any benefit earned under this provision, doing so shall be deemed a discipline and subject to Section 3 of this agreement.

7.2 Upon retirement (after twenty (20) years of service), the employee shall be presented with and receive his retiree badge, retiree ID, and his service issued handgun if in good standing at time of retirement.

SECTION 8. VACATION/SICK LEAVE, HOLIDAYS, PERSONAL DAYS

8.1 Sick Leave. The Employee shall be paid for Twelve (12) Sick days per year totaling Ninety-Six (96) hours per year. These hours accumulate and do not expire. Upon separation in good standing, unused sick time shall be cashed out in accordance with the Town Employee Manual but,

Employee: _____

Town Manager: _____

Town Attorney: _____

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at no time shall this be reduced to less than fifty percent (50%) of unused sick in accordance with what other police officers receive.

8.2 Personal Days, Holidays and Vacation. The Employee shall receive personal days, paid holidays and paid vacation and related benefits in accordance with other police officers receive pursuant to their Collective Bargaining Agreement.

SECTION 9. PROFESSIONAL DEVELOPMENT/EDUCATIONAL ASSISTANCE

The Town agrees to pay reasonable professional dues for the Florida Police Chiefs Association (FPCA), Miami-Dade Association of Chiefs of Police, National Association of Black Leadership Executives (NOBLE), FBI National Academy Associates (FBINA), Police Executive Research Forum (PERF), and International Association of Chiefs of Police (IACP) as well as any mutually agreed upon travel costs to ensure that the Town remains in compliance with industry standards and best practices on the local, state and national level. The Employee shall not hold any office in any association without prior approval of the Town Manager's Office.

SECTION 10. ALLOWANCES SECTION

The Town agrees to provide the Chief with Educational Incentive Pay consistent with the Town Employee Manual.

SECTION 11. NOTICE SECTION

Notices pursuant to this Agreement shall be given by certified mail through the United States Postal Service delivery, address as follows:

Town: Town Manager
Attn: Maria Lasday
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Employee: Chief
Attn: Lindsley Noel
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Town Attorney: Town Attorney
Attn: Joseph Geller
Greenspoon Marder, LLP
200 East Broward Blvd, Ste 1800
Fort Lauderdale, FL 33301

SECTION 12. EQUIPMENT AND UNIFORMS

12.1 Automobile Allowance. The Town shall provide, insure, and maintain the Chief with a take home police automobile to use pursuant to BHIPD "Take Home" Policy.

12.2 Cellular Phone. The Town shall provide and maintain the Chief with a Town Cell Phone to use for Town business purposes. Upon separation, the Employee shall return the Cellular Phone.

Employee: _____
Town Manager: _____
Town Attorney: _____

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12.3 Laptop Computer. The Town shall provide and maintain the Chief with a Laptop Computer to use for Town business purposes. Upon separation, the Employee shall return the Laptop Computer.

12.4 Safety Equipment. The Town shall provide and maintain the Chief with all necessary safety equipment including, but not limited to, an approved bullet proof vest, firearm, taser, handcuffs, duty belt, handheld radio, and an ASP baton while performing the duties of the Chief.

12.5. Uniforms. The Town shall provide and maintain the Chief with all Police Officer uniforms required pursuant to the BHIPD Policy.

SECTION 13. INJURY IN THE LINE OF DUTY

13.1 If the Chief is injured in the line of duty and is entitled as a matter of law to receive Worker's Compensation benefits under the Florida Worker's Compensation Act, he shall receive those and any other benefits provided to employees provided to Police Department employees, including short-term disability insurance if available.

13.2 For on-duty injuries subject to the Florida Worker's Compensation Act where the Chief reaches Maximum Medical Improvement and is unable to perform his duties as Chief (even at a sedentary level), this employment may be terminated by either party so long as it does not violate section 440.205, F.S. and is compliant with sections 112.5321 and 166.0494, F.S. The Chief shall still be entitled to receive all benefits under the Florida Worker's Compensation Act including all Income Impairment Benefits to be paid pursuant to chapter 440, Florida Statutes. The Town agrees to continue to offer services under chapter 440, Florida Statutes while also providing all benefits detailed under this agreement. Any General Release prepared by the Town Attorney in exchange for any severance pay shall not include waivers of rights to benefits under chapter 440, F.S. *See Fla. Stat. § 440.20(11) (2023)*. Such a settlement requires a separate document as it is subject to separate terms and conditions, including judicial approval (aka "Washout Settlement"). *Id.*

13.3 At any time while the Chief is off-duty and being paid under Section 13.1, the Town may require a medical review officer to determine if the Chief is fit for duty. The Chief may also be examined by his own physician. If these medical opinions differ, a third physician shall be selected by the two examining physicians and the third physician's opinion shall be Binding.

SECTION 14. INCLUSION CLAUSE

14.1 Inclusion. This agreement allows for the Chief to avail himself of any employment benefit offered to other Town department directors pursuant to the Town Employee Manual.

SECTION 15. OTHER TERMS AND CONDITIONS

15.1 This Agreement supersedes any oral representation and/or other prior written agreements.

15.2 If any provisions, or any portion thereof, contained in this Agreement is held up to be unconstitutional, illegal, or invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

15.3 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

15.4 The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.

Employee: _____
Town Manager: _____
Town Attorney: _____

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15.5 This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties herein unless otherwise noted.

15.6 This agreement shall be governed by Florida law without considering conflict of laws provisions.

15.7 This agreement and/or any action(s) or inaction(s) taken pursuant to it, shall in no way affect, infringe, and/or alter any of the seniority rights, benefits, and/or privileges earned and granted to the Employee through, and including, the Commencement date.

15.8 Confidentiality and Personnel Records. The parties understand that the Chief is a public servant; that as a public servant, certain documents in the custody and control of Town are subject to public records which include the Chief by name; that such documents may be a public record subject to public record laws. Fla Const., art. I, § 24(a) (2022), Fla. Stat. § 119.07(1). Parties also agree that all documents which include the home address(es), personal telephone number(s), date of birth, and photograph(s) of the Chief is exempt from section 119.07(1) and s 24(a), Art. I of the State Constitution. Fla. Stat. § 119.071(4)(d)2.a. Effective on the Commencement Date of this Agreement forward, the Employee notifies the Town he does not authorize the Town to release any public record exempt documents to any person making such a request to the extent they include exempt records about him, his family members, and dependents.¹ The Town agrees to promptly notify the Employee should any public record seek public records about him, his family members, and/or his dependents; in doing so, the Town must give him a reasonable time (not to exceed 5 days) to contest the release of any public record to any person subject to F.S. 119.07(1) or Section 24(a), of Article I of the Florida Constitution that contains exempt information. The Town agrees to redact any document from public records to the extent they include exempt protected personal identifying information, confidential and/or otherwise protected information about the Employee, his family members, and dependents. Except for routine administrative material no paperwork will be inserted in the Employee's personnel file without a copy being provided to the Employee. Placing a copy in the Employee's departmental mailbox is sufficient to satisfy the requirements of this paragraph. Upon request, the Employee shall have the right to inspect his/her official personnel records wherever kept, during the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday. The Employee shall have the right to obtain from the Town duplicate copies, at the Chief's expense, of this record for his/her use. The Employee shall have the right to add to their Personnel records written refutation of any document or information contained therein which is considered by the employee to be derogatory or to contain incorrect or insufficient information.

15.9 Rules of Construction. This contract shall be construed based on the plain and ordinary meaning of the words contained herein. This contract shall not be read to favor any party based on who drafted the agreement or any provision thereof. All parties have been represented by counsel in the drafting of this agreement.

¹ At no time shall the public, including the media, be directly or indirectly furnished with the home address and telephone number of the Chief; the home address, telephone number, photograph, and place of employment of the Chief's dependents including his spouse or children; and the name or location of schools attended by the Chief's children.

Employee: _____
Town Manager: _____
Town Attorney: _____

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SIGNATURES

ATTESTS

Town Clerk: Yvonne P. Hamilton

Date _____

Town Attorney: Joseph Geller

Date _____

PARTIES

Town of Bay Harbor Islands,
by and through the
Town Manager: Maria Lasday

Date _____

Employee: Lindsley Noel

Date _____

Employee: _____
Town Manager: _____
Town Attorney: _____

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this ____ day of August 2023 by and between the Town of Bay Harbor Islands (“Town”) and Lindsley Noel (“the Employee” or “Noel”).

WHEREAS, Noel has previously filed a charge against the Town before the Equal Employment Opportunity Commission (“EEOC”).

WHEREAS the parties are now desirous to resolve all issues related, and in connection therewith, the parties have agreed to enter into the Settlement Agreement which is attached as Exhibit A, and is subject to ratification and approval by the Town Council; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town will do the following things in exchange for his release:

1. Noel agrees to give the Town a full final release complete from any and all causes of action against the Town including anything raised or could have raised for Noel’s EEOC Charge of discrimination.
2. The town agrees that the pending internal affairs charges against Noel will be closed out with a finding of unfounded.
3. The Town will pay to Guillen & Hidalgo, PLLC’s trust account as directed by his counsel the sum of \$75,000.00 in full and final settlement of any claims to damage that he has and any claims of attorney’s fees and costs on his behalf. Said sum to be funded by the Town’s insurer Florida Municipal Insurance Trust-Florida League of Cities.

Employee: _____
Town Manager: _____
Town Attorney: _____

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4. The Town and Noel agree to enter into the attached contract of employment which is specifically agreed to and approved by all parties and is subject to review, ratification and approval by the Town Council.

5. The Town agrees to pay outstanding mediation fees of \$1,125.00 owed on Noel's behalf to the mediator Karen Evans Mediation.

6. The Town agrees that for any reason this Agreement and all related terms are not fully and finally agreed to by August 31, 2023, that the Town Attorneys, Greenspoon Marder LLP, attention Joseph S. Geller, Esq. are authorized to accept service of a Complaint filed by Noel by email at Joseph.Geller@gmlaw.com. This acceptance shall constitute full and complete service of process upon the Town.

IN WITNESS WHEREOF, Town of Bay Harbor Islands and Lindsley Noel have executed this Agreement.

SIGNATURES

ATTESTS

Town Clerk: Yvonne P. Hamilton

Date _____

Town Attorney: Joseph Geller

Date _____

Employee: _____
Town Manager: _____
Town Attorney: _____

PARTIES

Town of Bay Harbor Islands,
by and through the
Town Manager: Maria Lasday

Date _____

Employee: Lindsley Noel

Date _____