

# INDIAN SHORES

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## ADMINISTRATIVE AND FINANCE COMMITTEE

AGENDA – January 19, 2018

**BEGINS 2:00 P.M.**

- | ITEM # | AGENDA ITEM  |
|--------|--|
| 1.0    | Consideration of approving the Committee Agenda for January 19, 2018.  |
| 2.0    | Comments from the public on any Agenda Item.   |
| 3.0    | Consideration of recommendation to Council relative to the General Release Agreement pursuant to the resignation of Stephanie V. Waters, Town Clerk. (Ref.: Pgs. ) |
| 4.0    | Hiring of part-time Interim Town Clerk Elaine Jackson (Ref.: Pgs. )  |
| 5.0    | Consideration of recommendation to Council regarding additional compensation for Darlyn Stockfish during the interim period until a permanent Town Clerk is hired. |
| 6.0    | Report relative to hiring Mark Blackwood as a part-time employee at \$12.00 per hour.  |

Elaine Jackson, MMC  
Town Clerk

Any person who decides to appeal any decision of the Administrative and Finance Committee with respect to any matter considered at any such meeting will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes that testimony and evidence upon which the appeal is to be based.

Any person with a disability requiring reasonable accommodation in order to participate in this meeting should contact the Town Clerk's Office with your request. Phone 727-595-4020, Fax 727-596-0050.

**Patrick J. Romano**  
Mayor

**Diantha Schear**  
Vice Mayor

**Mike Hackerson**  
Councilor

**Michael (Mike) Petruccelli**  
Councilor

**William F. (Bill) Smith**  
Councilor

**Bonnie Dhonau**  
Town Administrator

**Terry E. Hughes**  
Chief of Police

**Susan L. Scrogam**  
Director of Finance  
and Personnel

**Stephanie V. Waters, CMC**  
Town Clerk

**Gregory Yantorno**  
Building Official

**Regina Kardash, Esq.**  
Town Attorney



## GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT (hereinafter “Release” or “Agreement”) is made and entered into by and between Stephanie V. Waters, and her heirs, executors, personal representatives, administrators, assigns, and/or any person claiming any interest in her employment or employment-related compensation or benefits (collectively and individually referred to as “Employee”) and the Town of Indian Shores (“Employer” or “Town”), collectively referred to as the “Parties.” In executing this Agreement, the Parties desire to fully and finally compromise, resolve, settle and terminate any dispute or claim (known or unknown, actual or potential) between them arising from Employee’s employment with Employer and separation from employment.

In consideration of the mutual promises set forth below, the Employer and the Employee agree as follows:

1. This Agreement sets forth the Parties’ complete understanding and agreement with respect to all matters that pertain to Employee’s employment and separation from employment by the Town.
2. Employee has resigned her employment, effective January 12, 2018 (the “Separation Date”). As provided in Section 5(a), the Employer will provide Employee with financial benefits and other consideration in return for Employee’s execution of this Release, which will fully and finally resolve any and all matters between the Employer and the Employee. Employee will be paid her normal compensation through the Separation Date, less all legally required deductions.
3. By entering into this Release, the Employer does not admit any underlying liability to the Employee. The Employer is not entering into this Release because of any wrongful acts of any kind. Nothing in this Agreement shall be deemed to constitute an admission or evidence of any wrongdoing or liability on the part of the Employer and Employee does not claim any violation of her legal rights. Employee expressly acknowledges and understands that this Agreement is not an admission of liability by Employer under any federal or state laws or of any wrongdoing whatsoever.
4. As consideration for the promises made by the Employer in this Agreement, including the amount to be paid as described in paragraph 5(a) and other valuable consideration, which constitutes consideration beyond that which Employee is otherwise entitled to under Employer’s policies, Employee promises and obligates herself to perform the following covenants under this Release:
  - a) Acting for herself, her heirs, executors, personal representatives, administrators, assigns, and anyone claiming by or through her, Employee, to the fullest extent permitted by law, unconditionally, irrevocably, and expressly releases, acquits,

holds harmless, relinquishes, and discharges the Employer and its Releasees from any and all claims, rights, or benefits, whether **known or unknown**, of any kind that Employee, or any person or entity claiming through her, may have against or related to Employer and its Releasees as of the date of this Release.

- i) The phrase “Employer and its Releasees” and “Employer or its Releasees” shall mean the Employer, all of its affiliated or related entities; its past and present Council members, directors, managers, officers, supervisors, employees, attorneys, representatives, successors, assigns, affiliates, insurers, agents and/or other representatives; and its other current or former employees.
  - ii) The term “claims” shall include lawsuits, charges, claims, causes of action, obligations, promises, agreements, controversies, damages, debts, demands, liabilities, and losses of every kind (including third-party claims for indemnity or contribution against the Employer or its Releasees), which are **known and unknown, actual or potential**, to Employee at the time this Release is executed.
- b) To the fullest extent permitted by law, Employee forever unconditionally, irrevocably, and expressly releases, acquits, hold harmless, waives, discharges, and relinquishes all claims, charge, rights, benefits, or lawsuit under any Federal or State Constitution, federal, state, municipal, or local law, as each may be amended from time to time, whether arising directly or indirectly from any act or omission, whether intentional or unintentional, including, but not limited to, claims under the United States Constitution, Florida Constitution, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended; the Civil Rights Act of 1991; the Civil Rights Act of 1866; Civil Rights Act of 1871, 42 U.S.C. § 1983, The False Claims Act, 31 U.S.C. § 3729 et seq., the Age Discrimination in Employment Act of 1967, as amended by the Older Workers’ Benefit Protection Act (OWBPA), 29 U.S.C. § 621 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., as amended; the Family and Medical Leave Act, 29 U.S.C. §2601, et seq.; the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq.; the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. § 651 et seq.; the National Labor Relations Act, as amended, 29 U.S.C. § 141 et seq.; the Immigration Reform Control Act, as amended, 29 U.S.C. §1801 et seq.; the Equal Pay Act, 29 U.S.C. § 206(d); the Worker Adjustment and Retraining Notification Act; the Vietnam Era Veterans Readjustment Assistance Act; the Genetic Information Nondiscrimination Act, 42 U.S.C. § 2000ff-1 et seq.; the Fair Credit Reporting Act; the Florida False Claims Act, Fla. Stat. § 68.081 et seq.; the Florida Civil Rights Act of 1992, Fla. Stat. § 760 et seq.; the Florida Equal Pay Act § 725.07; Florida’s Worker’s Compensation Anti-Retaliation Provision, Fla. Stat. §440.205; Florida’s Wage Rate Provision, Fla. Stat. § 448.07; Florida’s Attorney’s Fees Provision for Successful Litigations

in Suits for Unpaid Wages, Fla. Stat. § 448.08; Florida Minimum Wage Act, § 448.110; the Florida Public Sector Whistleblower Act, Fla. Stat. § 112.3187 et seq.; the Florida Human Rights Act of 1977, Fla. Stat. § 760 et seq.; Florida Public Employees Relations Act, § 447.201 et seq.; any collective bargaining agreement; any other local, municipal, state, or federal law or acts relating to or dealing with discrimination, harassment, or retaliation or associated with employment or workplace policies, including, but not limited to, “whistle-blower” claims; any tort, statutory, contract, and quasi-contract or other common law claims, including, but not limited to, claims for unpaid overtime, breach of contract, breach of the covenant of good faith and fair dealing, wrongful discharge or termination, violation of public policy, discrimination, harassment, retaliation, negligent or intentional infliction of emotional distress, negligent hiring, negligent supervision, negligence, invasion of privacy, defamation, slander, assault, battery, misrepresentation, conspiracy; and any other claim of any kind arising out of the employment relationship or which Employee may have relating to the Employer and its Releasees. This general release also includes, but is not limited to, all claims and liabilities for the payment of earnings, commissions, bonuses, severance pay, salary, accruals under any vacation, sick leave, or holiday plans, any employee benefits, including, but not limited to, health and medical insurance benefits, short-term or long-term disability, and any claim or contribution to any 401(k), retirement plan, or short- or long-term incentives from the Employer.

- c) Employee expressly acknowledges that this is a General Release. Employee agrees not to sue the Employer or its Releasees with respect to any charge or claim she has released in this Agreement. If, despite this Agreement, Employee sues based on any claim she has released, Employee will be liable to the Employer or its Releasees for its attorney’s fees, other defense costs, and any other damages caused by the claim, lawsuit, or action. Employee promises not to accept any relief or remedies not set forth in this Agreement as to any claim released by this Agreement.
- d) Employee agrees that the monies discussed in paragraph 5(a) represent full compensation of any FLSA or other claim for unpaid wages and no compromise is involved. Employee represents that she has received full compensation for all hours worked and no other wages, overtime, compensation, benefits, and other amounts are due and owing. Thus, the parties agree that judicial approval of this Agreement is not required in order to have a valid release of any FLSA claims, as there has been no compromise of any claim under the FLSA.
- e) Employee will not apply or otherwise seek or accept employment with, or be re-employed by, Employer or any of its departments, agencies, or related entities, now or in the future as an employee, consultant, or independent contractor. Employee represents that, because of the circumstances regarding her separation of employment with the Employer and subsequent events, her relationship with the Employer is such that re-employment by the Employer or any of its departments,

agencies, or related entities, now or in the future is impossible and/or impracticable. Employee further agrees that, if she breaches this provision by making application in the future, the Employer may deny such employment, without liability, based solely on this Agreement.

- f) Effective immediately, Employee shall leave the premises of the Town and shall not take any files, materials, or any equipment relating to the official business of the Town. Employee shall immediately return all Town property, including, but not limited to, keys, badge, credit cards, records, confidential information, electronic devices, electronic information, and files. Employee shall cooperate with the Town and its employees in a professional manner in coordinating the return of this property and information. Employee shall not conduct any further business on behalf of the Town. Employee agrees that none of the consideration, including the monetary payments, in this Agreement will be paid to Employee by Employer until Employee has return all of the items referenced in this paragraph.
  - g) Employee agrees that she has not and will not use, or disclose to any person or entity, any of the Employer's Confidential Information or any other proprietary, protected, or privileged information she learned about the Employer and/or its Releasees during her employment. Employee also agrees that she will not, directly or indirectly, individually or in combination or association with any other person or entity, divulge or disclose to any third party, any of this information without the prior written consent of the Employer. Employee understands that this paragraph shall not apply to information that is required to be disclosed by law or to information provided to a government agency acting in its official capacity.
  - h) Employee agrees that she has not and will not directly or indirectly criticize, denigrate, or otherwise disparage Employer or its Releasees in any way to any person or entity. Notwithstanding these provisions, in the unlikely event that Employee is subpoenaed as part of a government entity's investigation of the Employer, Employee may provide truthful information about her employment to the government entity without violating this Agreement. This paragraph also shall not be interpreted as a limitation or restriction upon rights that are protected by the United States Constitution, Florida Constitution, or any federal, state, or local law.
  - i) Employee shall comply with all other terms of this Release as provided for herein.
5. In consideration for the general release set out in paragraph four (4) as well as other consideration provided and, assuming Employee does not breach the covenants referenced in paragraph four (4) or other material terms of this Agreement, the Employer promises and obligates itself to perform the following covenants under this Release:
- a) The Employer agrees to pay Employee her normal compensation on the Town's normal payroll cycle through January 19, 2018, less all any applicable and normal

withholdings determined in the sole discretion of the Employer.

- b) The Employer agrees to provide Employee with a lump sum payment of all unused annual leave in accordance with Section 8 of the Town's personnel manual, and it waives its right to withhold that accrued leave based on lack of advanced notice of the resignation or any other basis set forth in the manual.
  - c) The Employer shall comply with all other terms of this Release as provided for herein.
6. Employee hereby acknowledges and agrees that the release set forth in paragraph 4 is a general release of all known and unknown claims and Employee further expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which the Employee does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Employee's decision to enter into this Agreement. Prior to executing this Agreement, Employee has not assigned, transferred, or given away any claims or portion of claims released by this Agreement. Employee further agrees that the consideration specified in paragraph five (5) has been accepted as a complete compromise and satisfaction of matters involving disputed issues of law and fact, and Employee assumes the risk that the facts or law may be other than currently believed.
7. Employee acknowledges and agrees that she has completely disclosed to Town management, in writing, any and all incidents, events, procedures, practices or occurrences, that she is aware of, which have the potential of exposing the Town to any federal, state, or local claim, civil monetary penalty, or exclusion claim; or any other claim that Employee believes may have resulted in a violation of any other federal, state, or local statutes, rules, regulations or guidelines. Additionally, Employee acknowledges that she is not aware of any unreported work-related illness or injury that she has suffered that would entitle her to Workers' Compensation benefits.
8. Employee agrees that she will assist and cooperate with the Employer in connection with the defense or prosecution of any claim that may be made against or by the Employer, or in connection with any ongoing or future investigation or dispute or claim of any kind involving the Employer, including any proceeding before any arbitral, administrative, judicial, legislative, or other body or agency, including testifying in any proceeding to the extent such claims, investigations, or proceeding relate to services performed or required to be performed by Employee, pertinent knowledge possessed by Employee, any act or omission by Employee, or, if in the Employer's opinion, her appearance or testimony would be beneficial to the Employer's position. Employee agrees to make herself available to the Employer and their counsel, and Employee agrees to use her best efforts to support the Employer's litigation strategy. Employee further agrees to perform all acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this paragraph.

9. Employee represents that she has not filed any charges against the Employer or its Releasees, with the Equal Employment Opportunity Commission, the Florida Commission on Human Relations, Florida Public Employees Relations Commission, the federal or Florida Department of Labor, or any other federal, state, or local agency, or any other suits, claims, or complaints against the Employer or its Releasees. Employee understands that this Release does not prevent her from filing a charge with or testifying, assisting or otherwise participating in any manner in any investigation, hearing or proceeding conducted by the EEOC or a Fair Employment Practices Agency or any federal, state, or local government agency, but she gives up all rights to recover or receive damages, money, personal injunctive relief, or other personal benefits as a result of such charge, investigation, hearing, or proceeding. This release forever bars all actions, claims, and suits which arose prior to the date of this Agreement, including, but not limited to, all other actions, claims and suits which arose or might arise in the future from any occurrences arising prior to the date of this Agreement and authorizes any court or administrative agency to dismiss any claim filed by or on behalf of Employee with prejudice. If any administrative agency files any charge, claim, or suit on Employee's behalf arising from her employment, Employee agrees to waive all rights to recovery of any equitable or monetary relief and attorney's fees.
10. In exchange for the payments provided in this Release, Employee knowingly and voluntarily waives and releases all rights and claims, **known or unknown**, which Employee might otherwise have had against the Employer regarding any aspect of her employment, up to and including her employment termination on the Separation Date. It is the Employer's desire and intent to make certain that Employee understands the provisions and effects of this Agreement. To that end, Employee is advised and she specifically acknowledges and agrees that each of the following statements is truthful and accurate:
- a) Employee acknowledges that she received a copy of this Agreement and that she has been given a full and fair opportunity to review the Agreement before signing it.
  - b) Employee does not release or waive any right or claim which she may have that arises after the date of this Agreement.
  - c) Employee acknowledges and agrees that the Employer is not obligated to make the payments referenced in paragraph 5 above, but that such payments are being paid as consideration for Employee's general release set forth in paragraph 4 and other promises as recited in this Agreement. Thus, Employee acknowledges that she has received separate consideration beyond that which Employee is otherwise entitled to under Employer's policies in exchange for providing a general release.
  - d) Employee is of sound mind and body.

- e) Employee has sufficient education and experience to make choices for herself that may affect her legal rights and to fully understand the terms of this Agreement as it has been written, the legal and binding effect of the Agreement, and the exchange of benefits and promises herein.
  - f) Employee understands and agrees that the Employer's obligation to perform under this Agreement is conditioned upon the Employee's performance of all agreements, releases, and covenants to the Employer.
  - g) Employee is aware that this Release has significant legal consequences, and agrees that this Release is written in a manner that she can understand.
  - h) Employee has read this Agreement fully and completely, and she understands its significance.
  - i) Employee has decided to sign this Release of her own free will and choice, and her decision to sign this Release has not been unduly influenced or controlled by any mental or emotional impairment or condition or by duress. She enters this Agreement knowingly and voluntarily.
11. The Parties agree that Employee may return this Agreement, signed, to the Employer no later than the close of business, January 16, 2018. Employee's failure to sign and return the Agreement by this date shall constitute a rejection of its terms and conditions, and the Employer shall have no further obligations to Employee.
12. Except as otherwise specifically provided herein, this Agreement is entered into without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained within these terms and conditions. This Agreement constitutes the entire understanding and agreement between the Employer and Employee with respect to all matters arising from Employee's employment or separation of employment, including any duties owed by the Employer to Employee. Any and all prior understandings and agreements between Employee and the Employer with respect to the Employee's employment or separation of employment are merged into this Release, which fully and completely expresses the entire Release and understanding of the Parties with respect to the subject matter hereof. This Agreement supersedes and terminates all prior or contemporaneous oral or written promises, representations, understandings, and agreements regarding or otherwise arising from the employment relationship between Employee and Employer.
13. This Release shall not be orally amended, modified, or changed and no modification, amendment, or waiver of any provision contained in this Agreement, or any future representation, promise, or condition in connection with the subject matter of this Agreement, shall be binding upon any party hereto unless memorialized in a written



agreement between the Parties that expressly references this Agreement and identifies the provisions herein that are to be changed, amended, or modified. Such amendment, change, modification, or waiver must be signed by Employee and by duly authorized officers or representatives of the Employer and its Releasees. Thus, no modification, amendment, or waiver of any provision contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any party hereto unless memorialized as set forth in this paragraph.

14. This Release is made and entered into in the state of Florida, and shall in all respects be interpreted, enforced, and governed exclusively under the laws of Florida. In the event of a breach of this Release by either Party, the other Party shall be entitled to seek enforcement of this Release exclusively before a state or federal court of competent jurisdiction for Indian Shores, Florida. Employee and the Employer agree to waive any right to have any issue resolved by a jury and cede to the Court all matters of law and fact for resolution.
15. Employer and Employee agree that in the event it becomes necessary to enforce any provision of this Agreement, the prevailing party in such action shall be entitled to recover all their/his costs and attorney's fees, including those associated with appeals. In the event that the provisions of this Release are breached, the non-breaching Party may recover damages for the breach without waiving the right to insist on the breaching Party's continued fulfillment of all other obligations under the Release.
16. This Agreement shall be binding upon Employee and the Employer as well as upon her/its heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of the Employer and its Releasees and their successors and assigns. Employee may not assign any rights or obligations under this Agreement without the written consent of the Employer.
17. The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. As used in this Release, the singular or plural shall be deemed to include the other whenever the context so indicates or requires.
18. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the effect of a signed original.
19. Should any provision of this Release be declared or be determined by any court to be illegal or invalid, the remaining parts, terms or provisions shall not be affected thereby and shall remain valid unless declared otherwise by the court. Any part, term or provision which is determined to be illegal or invalid shall be deemed not to be a part of this Release, and thus, the provision of this Release are declared to be severable.
20. Employee acknowledges that she has read, carefully reviewed, and considered this entire Agreement, that she understands the Agreement and agrees to all of its terms and

conditions, that she has had the opportunity to consult with an attorney of his choice, and that she enters into this Agreement voluntarily without coercion, with full knowledge of its contents and effect.

21. This Agreement is subject to the approval of the Town Council of the Town of Indian Shores and shall not be considered final unless and until such approval is granted at a duly constituted public meeting. If such approval is not given, this Agreement shall be null and void and have no legal effect.

**PLEASE READ CAREFULLY. THIS GENERAL RELEASE INCLUDES  
A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed on this 16 day of Jan, 2018.

Stephanie V. Waters  
Stephanie V. Waters

Executed on this 16th day of Jan, 2018.

Town of Indian Shores

By: [Signature]  
Title: Patrick Soranno, Mayor

By: \_\_\_\_\_  
Title: Bonnie Dhonau, Town Administrator