

**GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 1038.97**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA; PROVIDING FOR ACCEPTANCE OF A RESIGNATION OF THE TOWN MANAGER; PROVIDING FOR SEVERANCE BENEFITS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Nancy Ciummo has been serving as Town Manager to the Town of Golden Beach since July 10, 1985 and has submitted a conditional resignation to the Town Council; and

**WHEREAS**, the Town Council desires to accept the resignation of Nancy Ciummo, Town Manager by this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA AS FOLLOWS:**

**Section 1.** That the resignation of Town Manager Nancy Ciummo is hereby accepted. A copy of the resignation is attached to this Resolution, the terms of which are hereby approved. The Town Council hereby authorizes and directs the payment of accrued sick and vacation leave as provided in the letter along with such other terms and conditions, including severance pay as provided therein.

**Section 2.** That funding for this agreement shall be from Department 512 Personal Services.

**Section 3.** That a transfer from the general fund contingency account (Department 519-5900) to the Town Manager's budget is hereby approved to the extent needed to fund this agreement.

**Section 4.** That the Mayor is authorized and directed to sign releases and any other documents needed in the process of accepting this resignation.

**Section 5. Severability.** Should any provisions of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity

**RESOLUTION NO. 1038.97**

Page 2

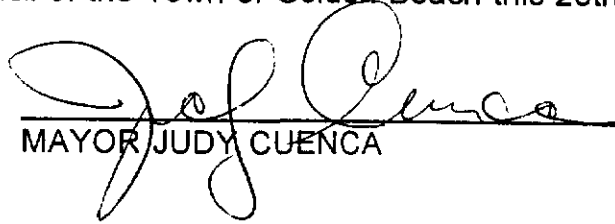
of the Resolution as a whole, or any part thereof, other than the part declared to be invalid.

**Section 6. Effective Date.** That this Resolution shall become effective upon approval of the Town Council.

The Motion to adopt the foregoing Resolution was offered by Vice Mayor Sara Chikovsky, seconded by Councilwoman Lisa Lowrance and on roll call the following vote ensued:

Mayor Cuenca	<u>AYE</u>
Vice Mayor Chikovsky	<u>AYE</u>
Councilwoman Addicott	<u>ABSENT</u>
Councilman Fistel	<u>AYE</u>
Councilwoman Lowrance	<u>AYE</u>

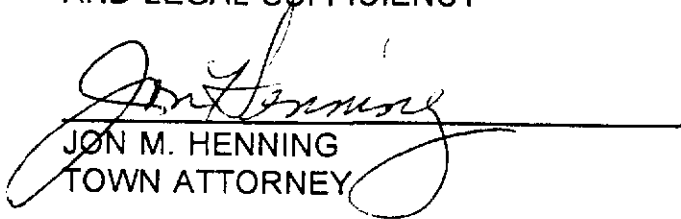
**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach this 20th day of May, 1997.

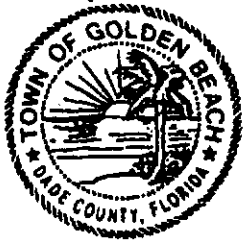
  
MAYOR JUDY CUENCA

ATTEST:

  
TOWN CLERK PAT MONGIELLO

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
JON M. HENNING  
TOWN ATTORNEY



## TOWN OF GOLDEN BEACH

ONE GOLDEN BEACH DRIVE  
GOLDEN BEACH, FLORIDA 33160  
(305) 932-0744  
FAX: (305) 933-3825

JUDY CUENCA  
MAYOR  
SARA CHIKOVSKY  
VICE MAYOR  
COUNCIL MEMBERS  
SARI T. ADDICOTT  
CHARLES F. FISTEL  
LISA LOWRANCE  
NANCY CIUMMO  
TOWN MANAGER

May 20, 1997

Mayor and Members of the Town Council  
Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, FL 33160

### RE: TOWN MANAGER'S EMPLOYMENT STATUS

Dear Mayor and Council:

After meeting and speaking with each of you individually over the past few days, it has become apparent that the majority of the Town Council Members no longer support me in my position as Town Manager. It is with great sadness that I make the above statement since my 12-year career with the Town has resulted in achievements and accomplishments for which I am truly proud.

However, in order to properly serve the citizens of Golden Beach as well as the wishes of the majority of the Council, I would like to resolve this matter with the least amount of unpleasantness for the Town as well as myself and my family. To accomplish that end, please be advised that I am willing to voluntarily resign my position as Town Manager based upon the following terms and conditions:

1. The Town Council authorize and direct the payment of six (6) months of severance pay upon receipt of my letter of resignation;

2. **The Town Council authorize and direct the payout of my accumulated sick leave at 50% value and vacation leave at 100% value, in accordance with Town policy;**
3. **Upon my request and direction, the Town will take all immediate steps necessary to transfer or remit all monies held in my account with the ICMA Retirement Corporation's 457 Deferred Compensation Plan;**
4. **Upon approval of items 1-3 above, the parties shall execute and exchange mutual releases, and I shall submit my letter of resignation effective Friday, May 23, 1997, upon approval of items 1-5 above. (Please note that any Release given by me to the Town as a result of the acceptance of the terms and conditions contained herein will include a release for payment of unemployment compensation benefits).**

I believe the foregoing is an equitable proposal in light of my years of service to the Town. If you concur with same, please approve this proposal as presented and authorize the appropriate Town Officials to prepare and execute all documents to effectuate same. However, if you do not concur with the foregoing proposal, be advised that any offer of resignation set forth herein is hereby withdrawn, making such offer void and invalid.

I hope this addresses the concerns raised by the Council. As always, if you have any comments or questions, please do not hesitate to contact me.

Very truly yours



Nancy Ciummo  
Town Manager

NC/bmn

# Memo

To: Mayor & Council  
From: Nancy Ciummo, Town Manager  
Date: May 23, 1997  
Re: RESIGNATION AS TOWN MANAGER

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*Please be advised that effective 5:00 p.m. Friday, May 23, 1997 I am resigning my position as Town Manager for the Town of Golden Beach.*

*It is with regret that it is necessary for me to leave the Town at this time as I know that we are in the process of initiating important capital projects. The Town of Golden Beach is certainly a very different Town than when I was first employed here in 1985.*

*Many operational improvements and capital projects were completed during my administration. I will not enumerate all my accomplishments. Some of the most significant include the completion of a troublesome \$6M sanitary sewer project at a total Town cost of \$4M due to the award of \$2M in grant funds, and a \$2M storm drainage project on A1A completely funded with a Department of Transportation grant, which helped to defray the cost of the sanitary sewer project.*

*Due to my efforts, I was able to save the Town \$50,000 in renegotiating a loan agreement with Metro Dade County and to recover \$55,000 toward the \$80,000 cost for the renovation of the beach pavilion. We built a beautiful recreational park with a \$150,000 grant from the State of Florida. North and south parks were also improved with the help of a \$25,000 grant.*

*There are many more physical improvements as well as administrative changes that I feel were implemented during my tenure and which resulted in improving the quality of life for the residents of Golden Beach.*

Mayor & Council  
May 23, 1997

I appreciate the opportunity to work here and wish to thank all the Town officials and residents who have assisted me and who have contributed to improving the welfare of this community.

Please note that I have returned the keys, beeper and badge which were in my possession.

NC/bmn

*Mary Cerven*

ACCEPTED BY:

*Judy Cuenca*

JUDY CUENCA 5/23/97  
PER RESOLUTION No. 1038.97

GENERAL RELEASE BY NANCY CIUMMO

THIS INDENTURE WITNESSETH that, in consideration of the total sum of Fifty Thousand Eight Hundred Ninety-four and 81/100 Dollars (\$50,894.81), receipt of which is hereby acknowledged, **NANCY CIUMMO**, for herself, her heirs, successors, agents, personal representatives and assigns, does hereby release, remise, satisfy and forever discharge THE TOWN OF GOLDEN BEACH, any and all of its respective Mayor(s), Vice-Mayor(s), Town Councilmembers, officers, employees, representatives, agents and assigns, acting in their respective official capacities, from any and all manner of action and actions, cause and causes of action, any and all claims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, known or unknown, including any claim for unemployment compensation against the Town of Golden Beach, which **NANCY CIUMMO** ever had, now has, or which her personal representative, successors, heirs or assigns, hereafter can, shall or may have in the future, against each other and all of the foregoing discussed individuals and entities, for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this General Release, as a result of **NANCY CIUMMO'S** prior employment relationship with the Town of Golden Beach, as Town Manager, provided that and except that this General Release shall not and is not intended to encompass the release of any claim which **NANCY CIUMMO** has or may have for breach of this Agreement, health insurance coverage or for the transfer or remittance of funds held with the ICMA Retirement Corporation's 457 Deferred Compensation Plan as enumerated herein or for any claims actions, causes of action, damages or demands relating to injury to reputation associated with, but not limited to, slander and/or libel which may arise subsequent to the execution of this General Release. (Note: Of the \$50,894.81 consideration paid hereunder, \$20,506.01 are entitlements of accrued vacation leave at 100% which equals \$9,519.29 and accrued sick leave at 50% which equals \$10,986.72; the remaining \$30,388.80 represents severance pay authorized by the Town Council. All these figures are gross amounts and all appropriate FICA Tax and Withholding Tax payments will be deducted from same by the Town of Golden Beach).

As further consideration, **NANCY CIUMMO** shall be eligible to receive continuing health insurance coverage under the Town of Golden Beach's health insurance plan, at her expense, pursuant to the applicable provisions of COBRA. Moreover, **NANCY CIUMMO** hereby agrees that she will not seek re-employment with the Town of Golden Beach.

**NANCY CIUMMO** hereby releases any and all claims, actions, causes of action, damages and demands she may have regarding accrued employment benefits since her inception of employment with the Town of Golden Beach as Town Manager, including but not limited to, accrued vacation leave and accrued sick leave which are being paid by the Town of Golden Beach as part of the consideration contemplated herein. Moreover, the Town of Golden Beach agrees to be custodian of **NANCY CIUMMO'S** account with the ICMA Retirement Corporation's 457 Deferred Compensation Plan (the "Plan") in accordance with the rules and regulations governing same and agrees to transfer or remit all funds contained within the Plan, in accordance with the Plan provisions and upon the written request of **NANCY CIUMMO**. **NANCY CIUMMO**, hereby acknowledges that all payments made by the Town of Golden Beach to the Plan ceased on May 16, 1997.

Furthermore, **NANCY CIUMMO** hereby represents and warrants that she will refrain from any and all actions which may give rise to claims, actions, causes of action, damages or demands relating to injury to reputation associated with, but not limited to, slander and/or libel of the Town of Golden Beach which may arise subsequent to the execution of this General Release.

**NANCY CIUMMO** agrees to assist, on a reasonable basis, with the orderly transition of the administration of the Town of Golden Beach. Moreover, she will make herself available to testify in matters of litigation to which the Town of Golden Beach is a party. However, the Town of Golden Beach shall fully reimburse **NANCY CIUMMO** for any and all costs, expenses, lost wages or other lost income associated with her providing testimony as set forth herein.

**NANCY CIUMMO**, specifically reserves any and all rights she may have or otherwise be entitled to pursuant to Florida Statutes Sections 111.07, 111.071 and/or 768.28, local law, ordinance, resolution and/or established by common law.

To procure payment of the said sum, **NANCY CIUMMO** hereby declares that she is more than 21 years of age; that she is under no disability; that she has relied upon advice of counsel of her own selection, and she has fully read and understands this General Release and has been fully advised as to its legal effect; that no representations about the nature and extent of any and all damages made by any attorney or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties hereby released, have induced **NANCY CIUMMO** to make this settlement; that she has taken into consideration the damages, so that consequences not now anticipated, which may result from the aforementioned employment relationship are accepted and part of this General Release.

As further consideration, **NANCY CIUMMO**, understands and acknowledges that the Town of Golden Beach is executing a similar General Release on behalf of **NANCY CIUMMO**.

It is further declared and represented that no promise or agreement not herein expressed has been made to the Parties, and that this General Release, Town of Golden Beach Resolution No. 1038.97, the Town Council Minutes of its May 20, 1997, Council meeting, the May 20, 1997, letter from **NANCY CIUMMO** re: Town Manager's Employment Status and **NANCY CIUMMO'S** letter of resignation dated May 23, 1997, contain the entire agreement between the Parties hereto, and that the terms of this General Release are contractual, and not a mere recital.

Additionally, each party is to bear their own attorney's fees and costs.





GENERAL RELEASE BY THE TOWN OF GOLDEN BEACH

THIS INDENTURE WITNESSETH that, in consideration of the total sum of Ten Dollars (\$10.00) the **TOWN OF GOLDEN BEACH**, for itself, its respective Mayor(s), Vice-Mayor(s), Town Councilmembers, officers, employees, representatives, agents and assigns, does hereby release, remise, satisfy and forever discharge NANCY CIUMMO, her heirs, successors, agents, personal representatives and assigns from any and all manner of action and actions, cause and causes of action, any and all claims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, known or unknown, which the **TOWN OF GOLDEN BEACH** ever had, now has, or which its personal representatives, successors, heirs or assigns, hereafter can, shall or may have in the future, against each other and all of the foregoing discussed individuals and entities, for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this General Release, as a result of NANCY CIUMMO'S prior employment relationship with the Town of Golden Beach, as Town Manager, except for a breach of this Agreement, theft, embezzlement, or willful or wanton misconduct resulting in actions outside the course and scope of employment of NANCY CIUMMO as Town Manager.

In addition, the **TOWN OF GOLDEN BEACH** hereby acknowledges that NANCY CIUMMO shall be eligible to receive continuing health insurance coverage under the **TOWN OF GOLDEN BEACH'S** health insurance plan, at her expense, pursuant to the applicable provisions of COBRA. Moreover, the **TOWN OF GOLDEN BEACH** agrees and acknowledges that it shall remit the total amount of \$50,894.81 (which is a gross figure requiring withholding of applicable federal taxes) which represents payment of final compensation consisting of severance pay and accrued employment benefits consisting of vacation leave and sick leave. The **TOWN OF GOLDEN BEACH** also agrees to be custodian of NANCY CIUMMO'S account with the ICMA Retirement Corporation's 457 Deferred Compensation Plan (the "Plan") in accordance with the rules and regulations governing same and agrees to transfer or remit all funds contained within the Plan, in accordance with the Plan provisions and upon the written request of NANCY CIUMMO.

Furthermore, the **TOWN OF GOLDEN BEACH**, for itself, its respective Mayor(s), Vice-Mayor(s), Town Commissioners, officers and employees, hereby represents and warrants that it will refrain from any and all actions which may give rise to claims, actions, causes of action, damages or demands relating to injury to reputation associated with, but not limited to, slander and/or libel of NANCY CIUMMO which may arise subsequent to the execution of this General Release.

The undersigned hereby warrants that, by executing this General Release, he/she has authority to do same, is more than 21 years of age, is under no disability and has relied upon advice and representation of counsel.

It is further declared and represented that no promise or agreement not herein expressed has been made to the Parties, and that this General Release, Town of Golden Beach Resolution No. 1038.97, the Town Council Minutes of its May 20, 1997, Council meeting, the May 20, 1997, letter from NANCY CIUMMO re: Town Manager's Employment Status and NANCY CIUMMO'S letter of resignation dated May 23, 1997, contain the entire agreement between the Parties hereto, and that the terms of this General Release are contractual, and not a mere recital.

Additionally, each party is to bear their own attorney's fees and costs.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of May, 1997.

Signed, sealed and delivered in the presence of:

(CAUTION - READ BEFORE SIGNING)

WITNESSES:

[Signature]  
Dawn Bridell

TOWN OF GOLDEN BEACH

BY: [Signature]  
JUDY CUENCA, MAYOR

APPROVED AS TO FORM:

BY: [Signature]  
JON M. HENNING  
TOWN ATTORNEY

ATTEST:

BY: [Signature]  
PAT MONGIELLO, TOWN CLERK

STATE OF FLORIDA )  
                          ) ss:  
COUNTY OF BROWARD)

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 JUDY CUENCA, MAYOR, Town of Golden Beach, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that she executed same.

CERTIFICATION

[Signature]  
NOTARY PUBLIC

I certify this to be a true and correct copy of the record of the said file. My Commission Expires:  
Witnessed my hand and official seal of the Town  
of Golden Beach, Florida, this 23rd day of

May, 1997  
[Signature] Deputy Town Clerk  
[Signature] Deputy Town Clerk



MIRIAM S. CASTRO  
My Commission CC314137  
Expires Aug. 25, 1997  
Bonded by FAM  
800-422-1535

EMP#	NAME: Nancy Ciummo			SSN: 263-58-4104	M-	CHECK DATE	05/23/97	CHECK#	19099	
101	915 N. 17th Court Hollywood, Fl., 33020					PAY PERIOD	05/23/97 - 05/23/97	19099		
DESCRIPTION	DEPT	HOURS	RATE	AMOUNT	DEDUCTIONS	AMOUNT	YTD AMOUNT	TAXES	AMOUNT	YTD AMOUNT
Regular	TA	1.00	****.**	30,388.80	Insurance	0.00	204.00	FICA	2,319.89	4,447.80
					Retirement ICMA	0.00	2,124.80	FED W/R	6,077.76	9,947.66
					Flex Comp	0.00	1,464.08			
EARNINGS	TAXES	DEDUCTIONS	NET	YTD EARNINGS	YTD TAXES	YTD DEDUCTIONS	YTD NET			
30,388.80	8,397.65	0.00	21,991.15	59,604.80	14,395.46	3,792.88	41,416.46			

Town Of Golden Beach, One Golden Beach Drive, Golden Beach, Fl. 33160

**Town Of Golden Beach**  
**One Golden Beach Drive**  
**Golden Beach, Fl. 33160**

Northern Trust Bank of Florida 63-965  
 3001 Aventura Blvd 660  
 Aventura, Fl. 33180

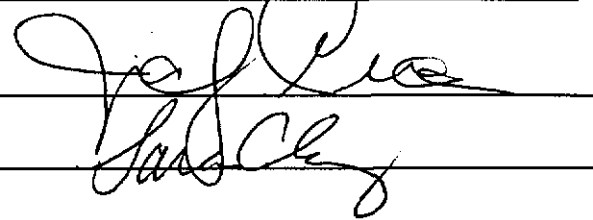
**19099**

DATE 05/23/97 AMOUNT 21,991.15

**PAY** Twenty One Thousand Nine Hundred Ninety One Dollars and 15 Cents

TO THE ORDER OF:

Nancy Ciummo  
 915 N. 17th Court  
 Hollywood, Fl. 33020



⑈019099⑈ ⑆066009650⑆ 1710001106⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK. Ⓜ

EMP#	NAME: Nancy Ciummo			SSN: 263-58-4104	M-	CHECK DATE	05/23/97	CHECK#	19100	
101	915 N. 17th Court Hollywood, Fl., 33020					PAY PERIOD	05/23/97 - 05/23/97	19100		
DESCRIPTION	DEPT	HOURS	RATE	AMOUNT	DEDUCTIONS	AMOUNT	YTD AMOUNT	TAXES	AMOUNT	YTD AMOUNT
Vacation	TA	1.00	9519.29	9,519.29	Insurance	0.00	204.00	FICA	746.47	5,194.27
Sick	TA	1.00	****.**	10,986.72	Retirement ICMA	0.00	2,124.80	FED W/R	4,101.20	14,048.86
					Flex Comp	0.00	1,464.08			
EARNINGS	TAXES	DEDUCTIONS	NET	YTD EARNINGS	YTD TAXES	YTD DEDUCTIONS	YTD NET			
20,506.01	4,847.67	0.00	15,658.34	80,110.81	19,243.13	3,792.88	57,074.80			

Town Of Golden Beach, One Golden Beach Drive, Golden Beach, Fl. 33160

**Town Of Golden Beach**  
**One Golden Beach Drive**  
**Golden Beach, Fl. 33160**

Northern Trust Bank of Florida 63-965  
 3001 Aventura Blvd 660  
 Aventura, Fl. 33180

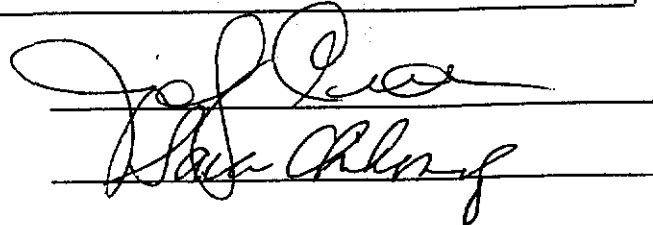
**19100**

DATE 05/23/97 AMOUNT 15,658.34

**PAY** Fifteen Thousand Six Hundred Fifty Eight Dollars and 34 Cents

TO THE ORDER OF:

Nancy Ciummo  
 915 N. 17th Court  
 Hollywood, Fl. 33020



EMP#	NAME: Nancy Ciummo			SSN: 263-58-4104	M-	CHECK DATE	05/23/97	CHECK#		
101	915 N. 17th Court Hollywood, Fl., 33020					PAY PERIOD	05/17/97 - 05/26/97	19098		
DESCRIPTION	DEPT	HOURS	RATE	AMOUNT	DEDUCTIONS	AMOUNT	YTD AMOUNT	TAXES	AMOUNT	YTD AMOUNT
Regular	TA	40.00	29.22	1,168.64	Insurance	8.16	204.00	FICA	84.55	2,127.91
					Retirement ICMA	0.00	2,124.80	FED W/H	177.22	3,869.90
					Flex Comp	63.45	1,464.08			
EARNINGS		TAXES		DEDUCTIONS	NET	YTD EARNINGS	YTD TAXES	YTD DEDUCTIONS	YTD NET	
1,168.64		261.77		71.61	835.26	29,216.00	5,997.81	3,792.68	19,425.31	

Town Of Golden Beach, One Golden Beach Drive, Golden Beach, Fl. 33160

**Town Of Golden Beach**  
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**Golden Beach, Fl. 33160**

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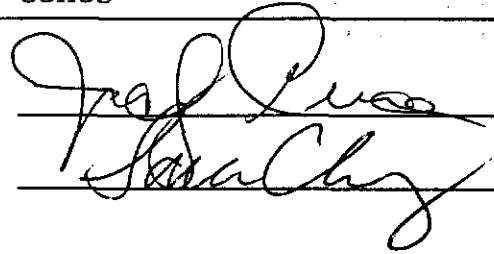
19098

DATE 05/23/97 AMOUNT 835.26

**PAY** Eight Hundred Thirty Five Dollars and 26 Cents

TO THE ORDER OF:

Nancy Ciummo  
 915 N. 17th Court  
 Hollywood, Fl. 33020



5/17-23/97

⑈019098⑈ ⑆066009650⑆ ⑆1710001106⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

EMP#	NAME: Nancy Ciummo			SSN: 263-58-4104	M-	CHECK DATE	05/23/97	CHECK#		
101	915 N. 17th Court Hollywood, Fl., 33020					PAY PERIOD	05/12/97 - 05/16/97	19097		
DESCRIPTION	DEPT	HOURS	RATE	AMOUNT	DEDUCTIONS	AMOUNT	YTD AMOUNT	TAXES	AMOUNT	YTD AMOUNT
Regular	TA	40.00	29.22	1,168.64	Insurance	8.16	195.84	FICA	84.55	2,043.36
					Retirement ICMA	0.00	2,124.80	FED W/H	177.22	3,692.68
					Flex Comp	63.45	1,400.63			
EARNINGS		TAXES		DEDUCTIONS	NET	YTD EARNINGS	YTD TAXES	YTD DEDUCTIONS	YTD NET	
1,168.64		261.77		71.61	835.26	28,047.36	5,736.04	3,721.27	18,590.05	

Town Of Golden Beach, One Golden Beach Drive, Golden Beach, Fl. 33160

**Town Of Golden Beach**  
**One Golden Beach Drive**  
**Golden Beach, Fl. 33160**

Northern Trust Bank of Florida 63-965  
 3001 Aventura Blvd 660  
 Aventura, Fl. 33180

19097

DATE 05/23/97 AMOUNT 835.26

**PAY** Eight Hundred Thirty Five Dollars and 26 Cents

TO THE ORDER OF:

Nancy Ciummo  
 915 N. 17th Court  
 Hollywood, Fl. 33020

