



**CITY OF BRISTOL
BOARD OF FINANCE AGENDA REQUEST FORM**

To: Board of Finance Commissioners

From: Human Resources
(Requesting Department)

Date: January 7, 2021
(Submission Date)

For the January 26, 2021 Board of Finance Meeting Agenda
(Date of Meeting)

This request is for:
(Please check the type of request and list in whole dollar amounts)

- Additional Appropriation \$ _____
- New Appropriation \$ _____
- Transfer from Contingency \$ _____
- Transfer(s) \$ _____
- Grant \$ _____
- Carry-over(s) \$ _____

Approval:

This request was approved by the City Council at its meeting held on December 30, 2020.

Chelsea DeC...
(Department Head's signature)

Board of Finance Agenda Request Form

All requests to appear on the Board of Finance meeting agenda for consideration must be submitted to Jodi McGrane in the Comptroller's Office by 10:00 a.m. Monday of the preceding week of the meeting. Board of Finance Meetings are held on the fourth Tuesday of each month at 5:30 p.m. in the Council Chambers.

Reason for request:

The purpose of the request is to refer to the Board of Finance for any necessary action the employment Separation Agreement and General Release of All Claims Agreement with Mark Flynn.

Additional Appropriation(s) and/or Appropriation(s) complete the following:

Account	Account Name	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____

Transfer(s) complete the following:

From: _____	To: _____	Amount: _____
From: _____	To: _____	Amount: _____
From: _____	To: _____	Amount: _____

Grants:

Total Amount: Grant \$_____

City Share \$_____ %

Federal/State Share \$_____ %

Carry-overs list the following:

Account	Account Name	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____



City of Bristol
Office of Town and City Clerk
111 North Main Street
Bristol, Connecticut 06010
(860) 584-6200 ext. 0

January 7, 2021

Board of Finance
Diane M. Waldron, Clerk
City Hall
111 North Main Street
Bristol, Connecticut 06010

Dear Members:

At a meeting of the City Council on December 30, 2020 it was voted that the City of Bristol enter into an employment Separation Agreement and General Release of All Claims Agreement with Mark Flynn, a City employee, in substantial conformance with the attached document, with final wording subject to approval by the Corporation Counsel. It was also voted that the Mayor Ellen A. Zoppo-Sassu or Acting Mayor is authorized to sign said final Separation Agreement and General Release of All Claims. It was further voted to refer this matter to the Board of Finance and the Retirement Board for any necessary action.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Therese Pac".

Therese Pac, MCTC, MMC
Town and City Clerk

cc: Retirement Board
Thomas O. Barnes, Chair

SEPARATION AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Separation Agreement sets forth the terms and conditions of the separation of Mark Flynn's employment from the City of Bristol (the "City"). The City, upon approval by the City Council and Mark Flynn ("Mr. Flynn") agree as follows:

WHEREAS, the purpose of this Agreement is to set forth the terms governing Mr. Flynn's voluntary separation from employment with the City; and

WHEREAS, Mr. Flynn and the City have mutually agreed to the manner in which Mr. Flynn's employment relationship with the City will voluntarily end;

WHEREAS, the Parties agree that this Agreement is supported by valuable consideration, including the mutual promises, obligations and agreements contained herein;

NOW THEREFORE, the Parties agree as follows:

1. In consideration of the benefits described in Paragraph 3, which Mr. Flynn agrees that he is not otherwise entitled, and as a material inducement to the City to enter into this Agreement, and by attaching his signature to this Agreement, and effective with his execution of the same, Mr. Flynn agrees, for himself, his heirs, executors, administrators and assigns, and anyone claiming by, through or for him, to irrevocably and unconditionally waive, release, remise and forever discharge, the City, including but not limited to present, former and successor City officials, employees, agents, attorneys, commissioners, Council members, Mayor, elected and appointed City officials and anyone acting on their behalf, from any and all claims arising out of the City's employment of Mr. Flynn which Mr. Flynn now has or that Mr. Flynn at any time heretofore has had from the beginning of time to the date of the execution of this Agreement, whether known or unknown, whether in law or in equity, arising under federal, state, or municipal constitutions, charters, ordinances, regulations, statutes or common law, including but not limited to, of or for any liability from all applicable state and federal employment discrimination statutes; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e et seq; Sections 1981 through 1988 of Title 42 of the United States Code; The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below); The Age Discrimination in Employment Act of 1967 ("ADEA"); The Americans with Disabilities Act of 1990; The Family and Medical Leave Act; The Equal Pay Act, 29 U.S.C. § 206 (d); The Connecticut Fair Employment Practices Act—Conn. Gen. Stat. § 46a-51 et seq.; Connecticut Workers' Compensation Retaliation Law—Conn. Gen. Stat. § 31-290a; The Connecticut Wage Laws—Conn. Gen. Stat. § 31-58 et seq.; The Connecticut Equal Pay Law—Conn. Gen. Stat. § 31-58(e) et seq., §§ 31-75 and 31-76; The Connecticut Family and Medical Leave Law—Conn. Gen. Stat. § 31-51kk et seq.; The Connecticut Whistleblower Law—Conn. Gen. Stat. § 31-51m(a) et seq.; The Connecticut Free Speech Law—Conn. Gen. Stat. § 31-51q et seq.; The Connecticut Age Discrimination and Employee Benefits Law—Conn. Gen. Stat. § 38a-543; The Connecticut Electronic Monitoring of Employees Law—Conn. Gen. Stat. § 31-48b and; The Connecticut

Accepted by Mark Flynn

_____ (Initials)

Presented at Council Meeting

12/30/2020

(Adopted) Referred to Retirement
Board and
Referred to the Board of
Finance

OSHA, as amended; The Connecticut Paid Sick Leave law—Conn. Gen. Stat. § 31-57r et seq.; The Connecticut Pay Equity and Fairness law (originally P.A. 15-196); any other federal, state or local law, rule, regulation, or ordinance; any public policy, contract, tort, or common law claim; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

2. Mr. Flynn further represents that he has no present or pending claims against the City for workers compensation for work-related injuries for which he has not already filed and that he has no belief or knowledge that any such claims even exist. Excluded from this Agreement are any claims that cannot be waived by applicable state or federal law, including any claim(s) arising after the effective date of this Agreement.

3. In consideration for Mr. Flynn and the City executing this Agreement, the Parties agree to the following:

a. In that Mr. Flynn shall have completed twenty-four (24) years of service upon his employment separation date of December 31, 2020 his initial annual pension shall be determined using City of Bristol Ordinance, Sec. 2-77.

b. Mr. Flynn shall receive cost of living adjustments in accordance with any annual salary adjustment given to active, full-time, non-bargaining employees as approved by the city council, in compliance with City of Bristol Ordinance, Sec. 2-97.17 (b).

c. Mr. Flynn's vacation payout upon separation shall be calculated using his current vacation balance and his current annual salary of \$125,000.

d. Mr. Flynn's sick leave payout upon separation shall be forty-five (45%) percent of 2400 hours calculated at the current Lieutenant, Step 3 pay rate of \$77,845 annually.

e. Mr. Flynn may defer his 10 year health care benefit for himself and his spouse to any date, provided it is before the date he reaches 55 years of age. Mr. Flynn may enroll additional dependents, at his own expense, provided they are under the age of twenty six (26).

f. Mr. Flynn shall voluntarily retire from employment with the City effective December 31, 2020 utilizing the form attached hereto as Exhibit A. The City hereby acknowledges that all notice requirements have been met.

g. Mr. Flynn voluntarily agrees as an inducement for the City to enter into this Agreement that by this Agreement and Release Mr. Flynn shall not file, bring and/or pursue any claim or action, including but not limited to grievance(s), prohibited practice complaint(s), grievance arbitrations, suit(s) or other similar claim(s),

Accepted by Mark Flynn

_____ (Initials)

provided for under any other process, in any judicial, quasi-judicial and/or administrative forum related in any way to Mr. Flynn's employment with the City and/or Mr. Flynn's separation from employment with the City. Mr. Flynn agrees to release and forever discharge the City from any and all claims arising prior to execution of this Agreement and Release related to Mr. Flynn's employment or retirement/separation of employment that could be brought in any forum, including state or federal court or before state or federal administrative agencies. This paragraph is applicable only with respect to the employer-employee relationship specific to Mr. Flynn and does not affect any prospective matters related to the position from which Mr. Flynn is vacating.

4. Mr. Flynn affirms that he shall return to the City any and all original documents, property or equipment belonging to the City, including but not limited to any hard copy or electronic files or equipment he has in his possession relating to the work he performed for the City and/or the business of the City. Mr. Flynn further affirms that the City has returned to him any personal property he may have had at the City. The parties shall make mutually agreeable arrangements for Mr. Flynn to retrieve any remaining possessions and belongings which remain at the City's premises.

5. **Mr. Flynn acknowledges that he has been advised to consult with an attorney prior to signing this Agreement. Mr. Flynn acknowledges he was given a copy of this Agreement and advised that he could take up to twenty-one (21) days to consider this Agreement and has voluntarily waived the twenty-one (21) days and requested that it be executed on the date noted below. Mr. Flynn also acknowledges that he was informed that he may revoke this Agreement within seven (7) days of the date that he executes it, but not thereafter. If Mr. Flynn wishes to revoke this Agreement, he must do so in writing, by letter postmarked within seven (7) days following his execution of this Agreement to Wyland Dale Clift, Corporation Counsel of the City of Bristol, 111 North Main Street, Bristol, CT 06010.** It is understood that this Agreement shall not become effective or enforceable until after this revocation period has expired. If the last of the revocation period is a Saturday, Sunday or a legal holiday in Connecticut, then the revocation period shall not expire until the following day that is not a Saturday, Sunday, or a legal holiday. The Parties agree that any changes to this Agreement will not restart the running of the 21-day period. Mr. Flynn understands that should he decide to revoke this Agreement, the Agreement will not be effective and, among other things, the benefits and obligations that the City has promised to provide in Paragraph 2 above, will not be provided.

6. Mr. Flynn acknowledges that the benefits described in this Agreement constitute full, fair and adequate consideration for the promises made and that this Agreement is in full and final satisfaction of any claims that Mr. Flynn may have as it concerns Mr. Flynn's employment and/or separation from employment with the City.

7. The Parties agree that this Agreement constitutes the complete understanding between the Parties with respect to Mr. Flynn's separation from employment with the City. This

Accepted by Mark Flynn

_____ (Initials)

Agreement supersedes any and all prior agreements or understandings, oral or written, between the parties with respect to the issues addressed in this Agreement and specifically to any matters relating to Mr. Flynn's employment with the City and separation from employment with the City. No other contracts, agreements or promises contrary to this Agreement shall be binding or of any effect unless signed by the Parties after the date of this Agreement.

8. Each of the parties of this Agreement affirmatively state that such party has carefully read the Agreement; that they have had the opportunity to have the respective attorney for such party to review the Agreement with such party, that such party has a full understanding of the Agreement's contents and effect, and that such party has executed this Agreement voluntarily and without coercion from anyone. **Mr. Flynn fully understands and acknowledges that this Agreement constitutes a waiver of all rights against the City that may be available under federal, state and municipal constitutions, statutes, charters, ordinances, regulations or laws with regard to any matter that in any way is related to his employment and separation from employment with the City except as otherwise provided in this Agreement.**

9. If any portion of this Agreement is determined to be invalid or unenforceable, it shall have no effect on the validity or enforceability of the other provisions. In the event of a breach of any provision of this Agreement and General Release, either party may institute an action specifically to enforce any term or terms of this Agreement and General Release and/or seek any damages for breach. Should any provision of this Agreement and General Release be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement and General Release in full force and effect.

10. This Agreement is non-precedent setting and will not be used or referred to in any future proceedings or matters, except to enforce its terms.

12. It is understood that this Agreement is contingent upon the approval of the Agreement by the City Council and shall not be binding and will be void and unenforceable if not approved by the City Council.

[Signatures on next page]

Accepted by Mark Flynn

_____ (Initials)

IN WITNESS WHEREOF, the Parties, intending to be legally bound by the above terms and conditions, have, knowingly, voluntarily, and have their own free will executed this Agreement as follows:

By: _____
Mark Flynn

Date

Subscribed and sworn to before me
this _____ day of December, 2020.

Notary Public
My Commission Expires:

City of Bristol

By: _____
Mayor Ellen Zoppo-Sassu

Date

Subscribed and sworn to before me
this _____ day of December, 2020.

Notary Public
My Commission Expires:

Accepted by Mark Flynn

_____ (Initials)

I, Mark Flynn, have carefully read this Agreement; I fully understand what it means, including the Release set forth in Paragraph 1, and, if represented by an attorney, my attorney has reviewed the Agreement with me and explained its contents to me. Regardless of my representation by an attorney or decision not to engage such representation, I fully understand the Agreement's contents and the effects thereof, and I have executed the same of my own free will, without any coercion by the City's officers, employees, agents or representatives. I understand that this Agreement shall constitute the full, final and complete Agreement between me and the City.

By: _____

Mark Flynn

Date

Subscribed and sworn to before me
this _____ day of December, 2020.

Notary Public

My Commission Expires:

Accepted by Mark Flynn

_____ (Initials)

EXHIBIT A

Date: December 31, 2020

Dear Mayor Zoppo-Sassu:

I write to inform you that I have decided to retire from my employment with the City of Bristol effective December 31, 2020. I understand that by submitting this letter to you, I am notifying you that I will be leaving my employment effective December 31, 2020. I further understand that if I change my mind and/or wish to revoke what I have indicated in this letter I can only do so under the terms of the separation agreement.

Sincerely,

Mark Flynn

Accepted by Mark Flynn

_____ (Initials)