

IN THE CIRCUIT COURT OF FLORIDA  
FIFTH JUDICIAL CIRCUIT, IN AND  
FOR LAKE COUNTY

CASE NO.: 2013-CA-001361

CITY OF FRUITLAND PARK,  
Plaintiff,

vs.

ROBERT A. PARRISH,  
Defendant.

STATE OF FLORIDA )  
COUNTY OF LAKE )

FRUITLAND PARK CITY COUNCIL MEETING,  
ATTORNEY-CLIENT SESSION, at City Hall, 506 West Berckman  
Street, Fruitland Park, Florida, on Thursday, March 13,  
2014, at 6:00 o'clock, p.m., before Susan M. Dow,  
Registered Diplomate Reporter, Certified Realtime  
Reporter and a Notary Public in and for the State of  
Florida at Large.

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1 APPEARANCES:

2 SCOTT GERKEN, Esquire, of the law firm of  
3 Stone and Gerken, 4850 North Highway 19-A, Mt. Dora,  
4 Florida 32757, appearing for plaintiff.

5 CHRISTOPHER BELL, Mayor

6 SHARON KELLY, Councilwoman

7 JOHN GUNTER, JR., Councilman

8 CHRISTOPHER CHESHIRE, Councilman

9 GARY LaVENIA, City Manager

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## 1 P R O C E E D I N G S

2 MAYOR BELL: All right. We'll call to order  
3 this Fruitland Park City Commission attorney-client  
4 session. The date is March 13th, 2014. The time  
5 is 6:06 p.m.

6 The session -- okay. I just took care of all  
7 that.

8 Role call. The names of the people that are  
9 in attendance are Mayor Chris Bell, Commissioner  
10 Chris Cheshire, Commissioner John Gunter.  
11 Commissioner Sharon Kelly is not here at this time.  
12 City Attorney Scott Gerken. Attorney Mike Bowling  
13 is not here. City manager Gary LaVenia. A  
14 certified court reporter, Susan Dow, that's from  
15 First Choice Reporting. Welcome. And she will  
16 record the entire session, the times of  
17 commencement and the termination of the session,  
18 all discussions and proceedings that occur and the  
19 names of all persons present at any time during the  
20 session and the names of all persons speaking.

21 No portion of the session shall be off the  
22 record. The court reporter notes shall be fully  
23 transcribed and filed with the City of Fruitland  
24 Park's city clerk within a reasonable time after  
25 the meeting.

1           Only the persons listed above are allowed to  
2           be present, and the remaining individuals not  
3           called are asked to be excused from the meeting  
4           room at this time.

5           MR. GERKEN: One additional thing. I think  
6           the estimated length of the meeting, I'd say,  
7           30 minutes or less.

8           MAYOR BELL: All right. Thank you, sir.

9           And with that, I'll turn this over to our city  
10          attorney.

11          MR. GERKEN: Thank you.

12          As a reminder of some of the ground rules, as  
13          we've had them in the past, the discussions  
14          tonight, we're here for the Parrish litigation  
15          against the city and discussions are limited to  
16          that matter.

17          Secondly, there will be, as the mayor just  
18          said, a full transcript of these proceedings made  
19          available at the conclusion of the lawsuit. I  
20          remind you of that, because every word that is said  
21          will be available in the transcript, and they often  
22          are read.

23          So even though it is a confidential meeting,  
24          it will eventually be made public.

25          And second, of course, we don't take any



1 action during this part of the meeting. We would  
2 have to take a vote at our regular commission  
3 meeting, I assume. I think it's under the agenda  
4 in my report for later tonight.

5 Frankly, after this meeting was scheduled, I  
6 think I've now had a chance to speak with every one  
7 of you at one time or another, since the mediation,  
8 to discuss the case and answer your questions, so I  
9 won't belabor this one any more.

10 You have a copy of the Settlement Agreement  
11 behind you. Although it takes lawyers nine pages  
12 to say something fairly simple, we are basically  
13 paying Mr. Parrish the payment -- total payment to  
14 him would be \$240,000.

15 Of particular significance to the city is that  
16 \$225,000 of that has been authorized and is coming  
17 from our liability carrier. The only amount that  
18 is coming from the city would be \$15,000, and that  
19 payment would be in our next fiscal year, November  
20 of next year.

21 Upon payment of the \$225,000, they will  
22 dismiss the case with prejudice, even though we  
23 haven't paid, and just take it on our word, which I  
24 know we will, that we will pay that come next  
25 November.

1           There is a mutual complete General Release of  
2 any claims whatsoever that Officer Parrish may have  
3 against the city and vice-versa. Everybody walks  
4 away. It's a typical settlement in that regard.

5           This settlement is inclusive of any attorney's  
6 fees and costs. Whatever attorney's fees and costs  
7 that Mr. Parrish, Officer Parrish, has, that's  
8 between him and his attorney. Sometimes people  
9 have asked: What are the attorney's fees? That's  
10 inclusive of whatever we're paying, and that's up  
11 to them. That's not something that we're involved  
12 with.

13           The only other thing of significance is that  
14 the -- there was an agreement that Officer Parrish  
15 would be allowed to, quote, retire in good standing  
16 as a major after 28 years of service, and that he  
17 would be, basically, noted as retired for officer  
18 purposes. That was a negotiated settlement.

19           As you can imagine, Mr. Parrish, of course,  
20 wanted a complete apology from the city, and the  
21 city, of course, denied any liability whatsoever.

22           We do get, and it is anticipated, that the  
23 city would get calls from people if Officer Parrish  
24 were to try to get a job elsewhere, so it's good to  
25 discuss what would be said.

1           Obviously his personnel file, this lawsuit,  
2           all of these things are records that future  
3           employers can see, but the city will basically not  
4           make any further comment except that simple note,  
5           that he retired in good standing after 28 years of  
6           service.

7           I can belabor it, as I said, but I think  
8           everything else is very standard. All of this, of  
9           course, was contingent on your approval, which  
10          would be considered at the regular commission  
11          meeting.

12          I would recommend approval. I know you never  
13          like to pay monies, but particularly since the  
14          carrier has authorized all but \$15,000 of this, I  
15          would find it to be in the best interest of the  
16          city to accept this settlement and move on.

17          MAYOR BELL: Scott, can I divulge what  
18          happened on the day that I was up there?

19          MR. GERKEN: Yes, that's fine.

20          MAYOR BELL: Okay.

21          MR. GERKEN: If you wish to. You don't have  
22          to.

23          MAYOR BELL: No, I'd like to just tell about  
24          what happened.

25          MR. GERKEN: Of course, that all becomes



1 public record.

2 MAYOR BELL: Yes, I know that.

3 When I went -- I was called in to do a  
4 deposition, before the deposition got started,  
5 there was continuing negotiations going on at that  
6 time, which I wasn't aware that there was going to  
7 be negotiations, so this kind of caught me by  
8 surprise, but they came in. They said that the  
9 insurance company had agreed to the \$225,000, but  
10 that was their cap. They would not move from that  
11 point.

12 The mediator turned to me and wanted to know  
13 if -- at that point, it was \$250,000 that they were  
14 still looking for, so they were looking for an  
15 additional \$25,000. They wanted to know if the  
16 city would consider \$25,000.

17 Just to make a long story short, I said I felt  
18 fairly certain that the city would not. I think  
19 they came back and wanted to know about twenty.  
20 And, again, no. The final figure came out an  
21 additional fifteen. If we did not agree -- if I  
22 did not agree to support the fifteen, I believe, at  
23 that point, the negotiations would have stopped,  
24 and it would have continued on the route that it  
25 was headed, as far as going to court.



1 I agreed, at that point, that I would --  
2 although it was well understood that I was just one  
3 vote, but I would vote to support the \$15,000, and  
4 the one statement, I would not support the apology,  
5 at that point, and they took that back, and he came  
6 back and said that Parrish or whoever was there did  
7 agree to the \$15,000.

8 So that's kind of where this -- a little  
9 background of where it came from.

10 COUNCILMAN GUNTER: Who did the -- I  
11 understand the attorney for the insurance company  
12 has come up with the dollar amount, the figure that  
13 they were going to max out at or whatever.

14 MR. GERKEN: Yes.

15 COUNCILMAN GUNTER: But the other retirement  
16 in good standing and the 28 years, is that their  
17 attorney that came up with that?

18 MR. GERKEN: No, I would probably attribute  
19 most of that to the mediator's assistance. As I  
20 said, that took a little while. That simple  
21 language took a little while to get to, and as I  
22 said earlier, we started with the: We admit no  
23 liability whatsoever. We're not going to  
24 acknowledge that. They wanted one.

25 And the fact is that he was here for 28 years.

1 His record is -- his periodic reviews had found him  
2 in good standing, as personnel policy would say.

3 The retirement issue was -- means no  
4 difference from the city's perspective. And so, I  
5 mean, that's how that got whittled down to that.

6 COUNCILMAN GUNTER: And those I don't have a  
7 problem with. The problem is the major. I mean,  
8 even in his own deposition here, he more or less  
9 said he thought it was a bribe.

10 MR. GERKEN: I understand.

11 COUNCILMAN GUNTER: And then he wants to  
12 retire as a major. I have no problem if he wants  
13 to retire as a captain.

14 MR. GERKEN: I understand. We pointed out, of  
15 course, that we don't have a major in our police  
16 department, and that, apparently, just fell upon  
17 deaf ears, that we don't have -- if one was to find  
18 out what a major is, we don't have major. That was  
19 a title that was created and had never been  
20 recognized in our personnel policy, but having said  
21 that, I don't see any downside to the city of  
22 agreeing to that term.

23 MAYOR BELL: I kind of find it a little bit  
24 ironic that this all started with Mark Isom going  
25 after a title that was a make believe, basically,

1 and now the person that turned in Mark wants to  
2 retire with a title that's made up, make believe.

3 COUNCILMAN CHESHIRE: Let him call himself  
4 whatever he wants to.

5 MR. GERKEN: And that was kind of the thought,  
6 exactly.

7 COUNCILMAN CHESHIRE: That little thing, if he  
8 can go find another job and support himself, more  
9 power to him. If he wants to become a police  
10 officer somewhere else, and that helps him, so be  
11 it.

12 MAYOR BELL: Maybe that might include moving.

13 COUNCILMAN GUNTER: Actually, I think that's  
14 been discussed before.

15 MR. GERKEN: Actually it was, but don't add  
16 any kind of conditions like that.

17 MAYOR BELL: We can't make that as part of the  
18 condition.

19 If we don't accept this, what happens?

20 MR. GERKEN: If we don't accept this, the  
21 litigation would carry on, basically take off where  
22 it was left off, and they move forward with  
23 discovery and, you know, depositions, further  
24 discovery, hearings and eventually a trial.

25 MAYOR BELL: Now, I know we talked about it a



1 little bit there in the deposition about the hammer  
2 clause, but the \$15,000 on there, is the hammer  
3 clause in place?

4 MR. GERKEN: It will be, and I know that  
5 sounds like a lawyer answer. At this point it  
6 would not be, but I think what would happen is the  
7 insurance company would come back and style the  
8 offer in such a way that it would be.

9 So I would treat it as though the hammer  
10 clause were there. In other words, if we don't  
11 settle at this point, and they ultimately would be  
12 able to obtain a judgment greater than the  
13 \$225,000, the city could be libel for the excess  
14 coverage.

15 MAYOR BELL: Even though we'd have to pay the  
16 extra fifteen at this point?

17 MR. GERKEN: It complicates it a little bit,  
18 but yes, I think, essentially, that would be the  
19 case.

20 MAYOR BELL: Like I said, before I left there,  
21 just being able to bring this offer back to the  
22 table, I did agree that I would support it, but  
23 that left four other votes, and I had no clue.

24 MR. GERKEN: And obviously that was a  
25 nonbinding thing. It was just essentially your



1 word.

2 MAYOR BELL: It was my word.

3 MR. GERKEN: Exactly, that's what I said.  
4 That's binding, correct.

5 COUNCILMAN CHESHIRE: When I sat down and  
6 talked to Gary, I said: Let's get these things  
7 over with.

8 My whole issue with something like this, and  
9 maybe you could tell us, Scott, was there anything  
10 else we could have done to prevent this? Was there  
11 anything that we didn't do in his personnel file?  
12 Is there things we didn't write in his personnel  
13 file: Is there things that would have made this  
14 easier for us to say: You quit, this is what  
15 happened, and you can't sue us?

16 MR. GERKEN: Some things we could do, and you  
17 try to learn from these. I think we could have  
18 done a better job, and this is so common, I see  
19 this so often, within the personnel file of  
20 documenting some of the errors that he may have  
21 made.

22 So often is the case, personnel files, people  
23 try to be nice, and the reviews are glowing, even  
24 though there may be issues or problems.

25 This was a situation like that. Even though

1 we were aware of events that happened,  
2 corresponding with times when there were things  
3 that could have been the basis for a bad review in  
4 his file, there was a review that said he was doing  
5 just fine, but these things happen quite often.

6 On the other hand, many of the things that  
7 were attributed, I don't think there's a whole lot  
8 we could have done with the way the FDLE  
9 investigation went and, in particular, many of the  
10 allegations found their way back to Mr. Bowers,  
11 things that he supposedly said and did. Ralph was  
12 quite outspoken, but also the fact that he's not  
13 here, it became very difficult for the city to  
14 defend any of those things.

15 The other thing, honestly, that put the city  
16 in a difficult spot, is that I think, in many ways,  
17 this created divisions within the police  
18 department. There are officers among our  
19 department who disagreed on various claims, and we  
20 took that into consideration as far as the healing  
21 for the city, that to move the city on, it would be  
22 best to let bygones be bygones, if you will, and  
23 put this behind us.

24 I mean, all of these officers, sworn officers,  
25 some no longer with the force, some with the force,

1 all of those people would be witnesses at a  
2 potential trial, and I don't see anything good that  
3 comes for the city or for those officers and their  
4 families or any of these people if we don't push  
5 on.

6 COUNCILMAN CHESHIRE: Do we need to make a  
7 motion?

8 MR. GERKEN: No, this is just to answer  
9 questions.

10 COUNCILMAN GUNTER: If this was in the private  
11 sector, though, he resigned, he quit, that's it,  
12 you're out?

13 MR. GERKEN: These suits happen all the time  
14 in the private sector, too. I didn't resign. I  
15 was forced out. This was -- this also has the  
16 different twist of the whistle blower cause of  
17 action that he claimed.

18 Now, we have legal defenses, and frankly, that  
19 would have been part of the steps, is there would  
20 have been some hearings. We were hopeful that the  
21 judge would issue a summary judgment or dismiss  
22 certain aspects of their complaints largely on  
23 legal defenses.

24 I mean, for instance, he's alleging that the  
25 city retaliated based on actions that happened, in



1 some cases, several years before he finally left  
2 the force, and there's time parameters on those  
3 things. But chances are typical, particularly in  
4 circuit court, those matters usually are allowed to  
5 go on to trial, and I think at trial, that wouldn't  
6 have been in the best interest of the city.

7 MAYOR BELL: I know our chief was consulting  
8 very regular with the HR attorney that we have.  
9 Did she do the best job that she could?

10 MR. GERKEN: I don't honestly know. I haven't  
11 really been privy to what Dottie Green and the  
12 chief talked about or specifically did in this  
13 case. That would be something as part of following  
14 up that you certainly could talk to the chief  
15 about.

16 MAYOR BELL: I'd like a report, probably, back  
17 on that, too.

18 MR. GERKEN: I do know that typically the  
19 chief doesn't issue any kind of reprimands or takes  
20 any action without discussing it, but I don't know.  
21 As far as just general reviews and things like  
22 that, that would be the case.

23 MR. GERKEN: Please note for the record that  
24 Ms. Kelly is here.

25 COUNCILWOMAN KELLY: I'm sorry I'm late.



1 MR. GERKEN: Welcome.

2 MAYOR BELL: All right. Well, do we need to  
3 discuss whether we want to even take action at the  
4 next meeting, at our regular meeting?

5 MR. GERKEN: I guess we could. It's up to you  
6 whether or not you wish to have it on the agenda.  
7 I think -- well, it's already on the agenda. I  
8 don't think you need to discuss, at this point,  
9 whether you need to take action. I think when it  
10 comes up on the agenda, at that point, if you don't  
11 wish to consider it, you could make a motion to  
12 that effect or move to approve, and then vote  
13 accordingly.

14 As you said, if you don't approve this  
15 settlement, the litigation will go on.

16 MAYOR BELL: All right. Ms. Kelly, I'm not  
17 going to have Scott go back over everything, but I  
18 know you've had a chance to talk to him about it.  
19 I don't know if there's any direct questions you  
20 have tonight.

21 COUNCILWOMAN KELLY: Has it changed any?

22 MR. GERKEN: No, not at all.

23 COUNCILWOMAN KELLY: Okay. Then I'm fine with  
24 it.

25 MR. GERKEN: Okay.

1           MAYOR BELL: Anything else?

2           MR. GERKEN: And we can discuss this -- you  
3 can discuss this in the regular meeting. That is  
4 allowed. Obviously we have these meetings so if  
5 you have any burdens on your chest or questions to  
6 ask, this is the time to do it.

7           COUNCILMAN GUNTER: Getting back to -- since  
8 nobody interjected anything except me, I'm going to  
9 fill Sharon in on my opinion on the retirement as a  
10 major.

11           I thought, personally -- and I'll go along  
12 with the majority. I want it to be a unanimous  
13 vote on anything that we come into session on, but  
14 even in his deposition here, he's stating that he  
15 thinks that the promotion to major was a payoff  
16 and, you know, if he's such an honorable fella, why  
17 would he want to retire as a major?

18           MAYOR BELL: Well, and my statement was it's  
19 kind of ironic that this whole thing started with  
20 Mark getting the bogus degrees, and here are --  
21 he's wanting a bogus major.

22           COUNCILWOMAN KELLY: What difference does it  
23 make what he retires as? I mean, he's --

24           COUNCILMAN GUNTER: My question back, again,  
25 is why does he want to retire as a major, if he

1 thinks right here that Mr. Parrish has testified  
2 that he believes this promotion was given to him by  
3 Chief Isom in hopes to enthuse Mr. Parrish to keep  
4 his mouth shut regarding the false degree.

5 And it goes on. The attorney says he  
6 questions why is he angry about being demoted to a  
7 captain. But like I said, if this will close the  
8 case up, I'll go along with the majority, so it  
9 will be a unanimous vote.

10 MR. GERKEN: Anything further?

11 MAYOR BELL: All right. We'll adjourn.

12 COUNCILMAN GUNTER: Do we need to make a  
13 motion to accept this?

14 MR. GERKEN: No, that will be done during the  
15 regular commission meeting later on.

16 MAYOR BELL: All right. So we'll stand in  
17 adjournment.

18 MR. GERKEN: We will need a sealed copy of the  
19 transcript.

20 (Whereupon, the attorney-client session was  
21 concluded at 6:30 o'clock, p.m.)

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CERTIFICATE OF REPORTER

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STATE OF FLORIDA )  
COUNTY OF MARION )

I, Susan M. Dow, Registered Diplomate Reporter, Certified Realtime Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings, and that the transcript is a true record.

Dated this 16th day of March, 2014.

Susan M. Dow  
Susan M. Dow, RDR, RMR, CRR