

PALM BEACH COUNTY COMMISSION ON ETHICS

## EXECUTIVE SUMMARY

To: Alan Johnson, Executive Director  
From: Mark E. Bannon, Investigator  
Date: December 27, 2011  
Re: C11-021 – Complainant Suzette Peccoelli Rodriguez, City of Boynton Beach

- **Background**

This matter came to the attention of the Commission on Ethics' staff via a sworn complaint signed on October 14, 2011. Complainant, Suzette Rodriguez, was originally recommended for termination from her employment with the City of Boynton Beach (the City) by her supervisor for an undisclosed policy violation. Respondent, Laurie LaVerriere, the Interim City Manager, decided instead to offer Complainant the opportunity to keep her employment, if she was willing to enter into a "Last Chance Agreement" with the City. This Agreement would allow her to maintain City employment, but required her to agree that if she violated any City policies over the next three (3) years, she could be terminated, and she would have no right to review or appeal of this termination by City Administration. Complainant did not sign the Agreement offered, and was subsequently terminated from City employment.

- **Investigation**

The essence of this complaint is that the termination of the Complainant from her City employment by the Interim City Manager for refusing to sign the Last Chance Agreement was improper, because such an agreement was "unethical" as it forced her to give up her employee rights. She also advised that she had filed a complaint with the EEOC and was preparing a lawsuit against the City for these actions.

Complainant was advised that in order for the COE to have jurisdiction over her complaint, she would have to allege that the Respondent violated the Code of Ethics, most probably §2-442(a), *Misuse of public office or employment*, or §2-442(b), *Corrupt misuse of official position*. In our discussion of the facts, Complainant admitted that she knew of no improper benefit, financial or otherwise, obtained by the Respondent or any person or entity for her termination. However, she maintains that her termination was not legal and violated federal and state labor law.

- **Conclusion**

Due to the fact that the allegations by Complainant, even if true, would not constitute a violation of any section of the Palm Beach County Code of Ethics, staff recommends that the Commission on Ethics find **NO LEGAL SUFFICIENCY** for this complaint, and that it dismiss the complaint.



# PALM BEACH COUNTY COMMISSION ON ETHICS

2633 Vista Parkway, West Palm Beach, Florida 33411

Hotline: 877-766-5920 or 561-233-0724

## COMPLAINT FORM

**1. Complainant (Person bringing Complaint) Add pages, if necessary.**

Name: Suzette Grace Peccorelli Rodriguez  
Address: 4289 Dale Road  
City: West Palm Beach, FL Zip: 33409  
Home #: (561) 294-9534 Work #: / Cell #: /

**2. Respondent (Person against whom complaint is made) Add pages, if necessary.**

Name: Laurie Lavieere, Assistant City Manager  
Address: 100 East Boynton Beach Blvd.  
City: West Palm Beach, FL Zip: 33486  
Home #: / Work #: / Cell #: (561) 294-9534  
Title/Office Held or Sought: City Managers office

**3. IF KNOWN, CHECK THE BOX OR BOXES THAT APPLY**

Allegation is against person in County Government  Allegation is about County: COBB  
Municipal; City of Boynton Beach (COBB) Whistleblower Retaliation

**4. STATEMENT OF FACTS BASED ON YOUR PERSONAL KNOWLEDGE**

In a separate attachment, please describe in detail the facts and actions that are the basis of your complaint, including the dates when the actions occurred. Also attach any relevant documents as well as names and contact information of persons who may be witnesses to the actions. If known, indicate the section of the ordinance you believe is being violated. For further instructions, see page 2 of this form.

**5. OATH**

I, the person bringing this complaint, do depose on oath or affirmation and say that the facts set forth in the foregoing complaint and attachments are true and correct, to the best of my knowledge and belief.

[Signature]  
Signature of Person Making Complaint

STATE OF FLORIDA

COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 14th day of Oct, 2011, by

Suzette Grace Rodriguez

(Name of Person Making Statement)

who is personally known to me / or produced identification /. Type of identification produced:

FL Lic.

[Signature]  
(Signature of Notary Public, State of Florida)

NOTARY PUBLIC-STATE OF FLORIDA  
Glenn T. Alicastro  
Commission # DD852405  
Expires: FEB. 09, 2013  
BONDED THRU ATLANTIC BONDING CO. INC.

Glenn Alicastro  
(Print Type or Stamp Commissioned Name of Notary Public)

Suzette G. Peccerelli  
4289 Dale Road  
West Palm Beach, FL 33406  
(561) 294-9534

09/29/11

Palm Beach County Commission on Ethics  
2633 Vista Parkway, West Palm Beach, Florida 33411

Re:

CHARGING PARTY STATEMENT

On August 16, 2011, I was given the opportunity to dispute administrative charges related to misconduct, alongside legal representation, at a predetermination hearing.

On September 26, 2011, I received a final agreement, as the determination to the hearing, which stated that if I agree to return to work, I must waive my rights as an employee to appeals and grievance, as all other municipal employees are afforded and for an entire 3 years. I attempted to negotiate this stipulation to the agreement, with Human Resources, and was then terminated on October 5<sup>th</sup>, 2011, for refusing to waive my rights by signing the agreement; letter dated October 10<sup>th</sup>, 2011 as a response to the Last Chance Agreement describing termination.

Please contact me with further actions necessary.

Sincerely,

Suzette Grace Peccerelli

**The City of  
Boynton Beach**



100 E. Boynton Beach Boulevard  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
Human Resources: (561) 742-6275  
FAX: (561) 742-6274

September 26, 2011

Ms. Suzette Peccerelli  
4289 Dale Road  
Palm Springs, FL 33406

DELIVERED VIA FEDEX

Dear Ms. Peccerelli,

After reviewing all the information arising from your pre-determination hearing, the Interim City Manager has decided to offer you a Last Chance Agreement which would mitigate the discipline recommended by your Department Head. The enclosed Last Chance Agreement describes the terms and conditions of your continued employment with the City of Boynton Beach. If we do not receive this Agreement or your written response by the specified date and time below, the Interim City Manager will withdraw this offer and accept the recommendation of your Department head. Your employment will thereafter be terminated effective October 5, 2011.

To indicate your acceptance of the conditions set forth in the Last Chance Agreement, please review the Agreement and sign it in the presence of two (2) witnesses in the City's Human Resources Department by 11:30 A.M. on Wednesday, October 5, 2011. Human Resources representatives will be available to witness your signature during normal office hours: Monday through Thursday, 7:00 A.M. to 6:00 P.M.

If you have any questions, please do not hesitate to contact me at (561) 742-6277.

Respectfully,

Julie Oldbury, M.S., SPHR  
Director of Human Resources

Last  
Chance  
Agreement in  
Response to a  
Pre-termination hearing

# The City of Boynton Beach

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100 E. Boynton Beach Boulevard  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
Human Resources: (561) 742-6275  
FAX: (561) 742-6274

October 10, 2011

Ms. Suzette Peccerelli  
4289 Dale Road  
Palm Springs, FL 33406

Dear Ms. Peccerelli,

On September 26, 2011, you were sent a letter from me, via fed-ex, containing your Last Chance Agreement, which described the terms and conditions for your continued employment with the City of Boynton Beach. In this letter you were informed that the Agreement needed to be signed in the presence of two (2) witnesses in the City's Human Resources Department by 11:30 A.M. on Wednesday, October 5, 2011.

The letter further stated that if the signed Agreement was not returned to Human Resources by that specified date and time, your employment with the City would be terminated effective October 5, 2011. Since you did not sign and return the Last Chance Agreement, your last day of employment with the City of Boynton Beach was October 5, 2011.

Your medical, dental and vision benefits will be in effect until October 31, 2011; you will receive information and an election form from Mangrove, the City's COBRA insurance administrator, regarding continuation of coverage. Enclosed is a rate sheet. Your life and disability insurance was terminated effective October 5, 2011. Life insurance is eligible for conversion to an individual, whole life policy. Enclosed is a request for quote form. If you are interested in obtaining a quote, please complete and return the form to Hartford at the address indicated at the top of the form.

Respectfully,

A handwritten signature in cursive script that reads "Julie Oldbury".

Julie Oldbury, M.S., SPHR  
Director of Human Resources

Enclosures

## LAST CHANCE AGREEMENT

THIS AGREEMENT entered into by and between the CITY OF BOYNTON BEACH, FLORIDA (hereinafter "CITY"), and SUZETTE PECCERELLI (hereinafter "EMPLOYEE") this day of \_\_\_\_\_, 2011.

WHEREAS, EMPLOYEE has been engaged in activity which the City has determined constitutes a violation of the City rules and regulations; and

WHEREAS, the Interim City Manager received a recommendation from EMPLOYEE'S department head that she be terminated from her employment based on acts and omissions involving insubordination; and

WHEREAS, the Human Resource Director conducted a pre-determination conference with EMPLOYEE and her Attorney at which the EMPLOYEE disclosed facts which she asserted should mitigate in EMPLOYEE'S favor and against the recommendation of the department head; and

WHEREAS, based on the totality of information available to the Interim City Manager, the Interim City Manager has determined that there is sufficient evidence of actions and omissions by EMPLOYEE which constitute insubordination and which therefore warrant disciplinary action; and

WHEREAS, the Interim City Manager has the authority to impose discipline up to and including termination for EMPLOYEE'S violation but is prepared to mitigate the discipline based on the EMPLOYEE'S express agreement that any additional violation of the CITY'S rules or regulations or the terms of this Agreement for a period of three (3) years from the date hereof will result in the EMPLOYEE'S immediate separation from employment with the CITY OF BOYNTON BEACH, without recourse to any administrative grievance or appeal; and

WHEREAS, the CITY and the EMPLOYEE agree to the all terms and conditions of this Last Chance Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES EXPRESSED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The foregoing whereas clauses are true and correct.
2. EMPLOYEE will:
  - a. Serve a six (6) week suspension without pay. EMPLOYEE shall utilize available vacation time to receive her pay during the period of suspension.
  - b. Participate in the Employee Assistance Program (EAP) to enhance interpersonal skills and stress management. EMPLOYEE must attend an initial assessment session during the first week of suspension and must adhere to recommended program requirements. EMPLOYEE waives confidentially to



allow the program coordinator to inform the City of Employee participation, cooperation, and program completion.

- c. Attend semi-monthly meetings with the Director of Human Resources and Senior Recreation Manager, at their collective request, to discuss performance progress
- d. Demonstrate a commitment to working with staff, management, and patrons to repair and rebuild professional relationships.
- e. Refrain from all disrespectful, discourteous, or insubordinate behavior.
- f. Strictly adhere to department policies and directives related to interaction with children that use City facilities or programs.

3. In the event of any further act or omission which constitutes a violation of this Agreement or the CITY'S Personnel Policy Manual or any City rules and regulations for a period of three (3) years from the date hereof, EMPLOYEE shall be immediately terminated from her employment with the CITY OF BOYNTON BEACH, FLORIDA without recourse to any grievance or administrative appeal.

5. Both parties hereto have had the opportunity to confer with counsel or other representative prior to the execution of this Agreement and are fully aware of the terms, conditions and consequences of this Agreement.

CITY OF BOYNTON BEACH, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
LORI LAVERRIERE  
Interim City Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
SUZETTE PECCERELLI  
Employee

\_\_\_\_\_  
Witness

PALM BEACH COUNTY COMMISSION ON ETHICS  
**MEMORANDUM OF INQUIRY**

To: Alan Johnson, Executive Director  
From: Mark E. Bannon, Investigator  
Date: November 14, 2011  
Re: C11-021 – Complainant Suzette Peccoelli Rodriguez, City of Boynton Beach

• **Background**

This matter came to the attention of the Commission on Ethics' staff via a sworn complaint signed on October 14, 2011, and received by COE staff that same day. The Respondent listed under this Complaint was Laurie LaVerriere, Assistant City Manager for the City of Boynton Beach, who is the Interim City Manager. The sworn Complaint had several documents attached including two (2) letters to Complainant from Julie Oldbury, Boynton Beach Director of Human Resources, and a document entitled "Last Chance Agreement." The Complaint did not contain a "statement of facts" from the Complainant. The "statement of facts" is a narrative listing of the actual allegations of a violation that is to be attached to any sworn complaint form according to the directions listed on the form itself. The other documents made it clear that Complainant was a former employee of the City of Boynton Beach, and that she had been recommended for termination by her supervisor for undisclosed violations of City rules. Ms. LaVerriere, as the Interim City Manager, instead offered Complainant a chance to maintain her employment under a "Last Chance Agreement," in which she would be retained as an employee, but subject to termination for any future rules violations over the next three (3) years. A second document stated that since Complainant had failed to enter into the agreement by October 5, 2011, she was deemed to have rejected this proposal, and was therefore terminated as of October 5, 2011.

On October 18, 2011 I called Complainant and advised her that the sworn complaint she submitted did not have a listing of her allegations, so COE staff was unable to determine the substance of her complaint. She advised that she had written a letter detailing her allegations, but must have forgotten to include it in her package. She stated that she would send the letter to COE for inclusion in the package. That same day I sent a follow up letter to Complainant detailing our telephone conversation, and reminding her that no action could be taken on her complaint until COE received her letter containing the specific allegations.

On October 31, 2011, having not received any communication from Complainant, I sent a second letter requesting information, and included a copy of my October 18<sup>th</sup> letter.

On November 7, 2011, I left a voice mail message for Complainant asking her to contact me, and reminding her that no action could be taken on her sworn complaint unless and until she filed a statement of facts as discussed. This same day, Complaint contacted COE staff by telephone, and faxed a letter which she titled, "Charging Party Statement." The letter was dated October 29, 2011. The essence of her complaint was that on August 16, 2011, she was given an opportunity to dispute the administrative charges related to misconduct at a hearing. On September 26, 2011, she received the "Last Chance Agreement" offering her a chance to maintain her employment if she agreed to waive her rights to all employee appeals and grievance procedures for three (3) years. She states that she attempted to negotiate this stipulation in the agreement, and on October 5, 2011, was terminated from employment for, "refusing to waive my rights by signing the agreement." This same date, I spoke to Complainant by telephone regarding her letter. During this conversation I specifically asked Complainant what portion of the Code of Ethics did she feel had been violated by the Interim City Manager by asking her to enter into this agreement. She simply stated that such an agreement was "unethical" because it forced her to give up her employee rights. She also mentioned that she had filed a complaint with the EEOC and was preparing a lawsuit against the City for these actions.

I advised Complainant that in order for COE to have jurisdiction to investigate her complaint, she would have to allege some violation of the Code of Ethics. We discussed Section 2-443(a), *Misuse of public office or employment*,



and Section 2-443(b), *Corrupt misuse of official position*, as the only possible sections of the code that might apply to her circumstances. Complainant advised that she knew of no improper benefit given to Respondent or any person or entity listed under 2-443(a) or to any other person for her actions, nor did she believe that these actions fell under Section 2-443(b), corrupt misuse.

After speaking with Complainant and discussing the provisions of the Code as they relate to Respondents actions of terminating her for her failure to enter into a last chance employment agreement with the City, Complainant did agree that these actions did not violate the Code of Ethics, although she maintains that such actions were improper and "unethical" as they violated her rights as a public employee.

- **Legal Analysis**

The following portions of the PBC Code of Ethics ordinance are relevant to this Inquiry:

**Sec. 2-443. Prohibited conduct.**

- (a) *Misuse of public office or employment.* An official or employee shall not use his or her official position or office, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he or she knows or should know with the exercise of reasonable care will result in a special financial benefit, not shared with similarly situated members of the general public, for any of the following persons or entities [as listed in subsection 1-7]. (Emphasis added)
- (b) *Corrupt misuse of official position.* An official or employee shall not use his or her official position or office, or any property or resource which may be within his or her trust, to corruptly secure or attempt to secure a special privilege, benefit, or exemption for *himself, herself, or others*. For the purposes of this subsection, "corruptly" means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of an official or employee which is inconsistent with the proper performance of his or her public duties. (Emphasis added)

The actions taken by Respondent in terminating Complainant from her employment with the City of Boynton Beach were not alleged by Complainant to have been taken in violation of either of these sections.


- **Documents Submitted to File**

1. Sworn Complaint Form completed by Complainant, Suzette Peccoelli Rodriguez.
2. Letter to COE identified as a "Charging Party Statement" by Complainant, dated 09/29/11.
3. Letter to Complainant from Boynton Beach Director of Human Resources, dated September 26, 2011.
4. Letter to Complainant from Boynton Beach Director of Human Resources, dated October 10, 2011.
5. Blank copy of "Last Chance Agreement"

- **Conclusion**


Due to the fact that the allegations by Complainant, even if true, would not violate the PBC Code of Ethics, there is no legal sufficiency to open a formal investigation into this matter.

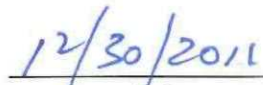
Submitted by:

  
\_\_\_\_\_  
Mark E. Bannon, Investigator  
PB County Commission on Ethics

  
\_\_\_\_\_  
Date

Reviewed by:

  
\_\_\_\_\_  
(Initials)

  
\_\_\_\_\_  
Date

PALM BEACH COUNTY COMMISSION ON ETHICS

## MEMORANDUM OF NO LEGAL SUFFICIENCY

To: Palm Beach County Commission on Ethics  
From: Alan S. Johnson, Executive Director  
Date: November 14, 2011  
Re: C11-021 – Complainant Suzette Peccoelli Rodriguez, City of Boynton Beach

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- **Recommendation**

Regarding this Complainant against Respondent Laurie LaVerriere, Interim City Manager, City of Boynton Beach, the Staff recommends a finding of **NO LEGAL SUFFICIENCY** to be entered in complaint number, C11-021.

*Legal sufficiency exists where there is an allegation of a violation of an ordinance within the jurisdiction of the Ethics Commission, purportedly committed by an individual within the authority of the Ethics Commission, based substantially on the personal knowledge of the Complainant, relating to an alleged violation occurring after the effective date of the code, and filed with the Ethics Commission within two years of the alleged violation.*

- **Background**

This matter came to the attention of the Commission on Ethics' staff via a sworn complaint signed on October 14, 2011, and received by COE staff that same day. The Respondent listed under this Complaint was Laurie LaVerriere, Assistant City Manager for the City of Boynton Beach, who is the Interim City Manager. The basis of the allegations was that in lieu of termination from her employment with the City of Boynton Beach for undisclosed rule violations, Complaint was offered the opportunity to keep her employment if she would enter into an agreement that would allow her termination during the next three (3) years for any further violations of City rules, and that she agree to give up her employee rights regarding the appeal of any such termination. Complainant alleged that this was a violation of her rights as a public employee and was unethical.

- **Analysis**

Complainant makes no allegation nor does she present any evidence that indicates Ms. LaVerriere or any other person or entity listed under §2-443(a)(1-7) received any special financial benefit by offering her this agreement in lieu of termination. Nor does she allege any facts to indicate that the offer by Ms. LaVerriere to enter into this agreement was a "corrupt" misuse of office. Assuming that all "facts" as presented by Complainant are true, the offer to enter into this last chance employment contract would not be in violation of the code of ethics.

- **Conclusion**

Based on the reasons listed, there is **NO LEGAL SUFFICIENCY** for an investigation to be conducted into this complaint.

BY:



Alan S. Johnson, Executive Director  
Florida bar #223352  
Commission on Ethics

Date

12/30/2011