

RESOLUTION NO. 24-03-26

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE
APPOINTMENT OF ROBERT COLE AS VILLAGE MANAGER;
APPROVING AND AUTHORIZING EXECUTION OF AN
EMPLOYMENT AGREEMENT WITH MR. COLE FOR SERVICE AS
THE VILLAGE MANAGER; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, Islamorada, Village of Islands (the "Village"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Section 7(3) of the Village Charter requires that there shall be a Village Manager, who shall be the Chief Administrative Officer of the Village; and

WHEREAS, on February 13, 2024, at its regular Village Council meeting, the Village Council selected Mr. Robert Cole to serve as Village Manager; and

WHEREAS, the Village Council finds that the Employment Agreement with Mr. Cole as Village Manager, attached as Exhibit "A" (the "Agreement"), is fair and provides reasonable compensation for Mr. Cole to serve as Village Manager; and

WHEREAS, the Village Council finds that it is in the best interests of the Village to approve the appointment of Mr. Cole as Village Manager, and approve and authorize execution of the Agreement with Mr. Cole to serve as Village Manager.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Appointment. The Village Council hereby approves the appointment of Mr. Robert Cole as Village Manager. Mr. Cole's appointment shall be effective as of March 13, 2024.

Section 3. Approval of Agreement. The Village Council finds that the Agreement with Mr. Robert Cole, attached as Exhibit "A," is reasonable and appropriate and is hereby approved. The Mayor is hereby authorized to execute the Agreement.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption. Motion to adopt by M. Gregg, seconded by E. Jolin.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

| | |
|------------------------------|-----|
| Mayor Joseph B. Pinder III | Yes |
| Vice Mayor Sharon Mahoney | Yes |
| Councilman Mark Gregg | Yes |
| Councilwoman Elizabeth Jolin | Yes |
| Councilman Henry Rosenthal | Yes |

PASSED AND ADOPTED THIS 12th DAY OF MARCH, 2024.

DocuSigned by:

Joseph B. Pinder III

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JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

Marne k. McGrath

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MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

DocuSigned by:



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JOHN J. QUICK, VILLAGE ATTORNEY



EMPLOYMENT AGREEMENT
VILLAGE MANAGER

This Employment Agreement (the "Agreement") is made and entered into this 12th day of March, 2024, between Islamorada, Village of Islands, Florida, a Florida municipal corporation, (the "Village") and Robert Cole ("Village Manager").

R E C I T A L S:

WHEREAS, Section 7(3) of the Village Charter (the "Charter") requires that there shall be a Village Manager, who shall be the Chief Administrative Officer of the Village; and

WHEREAS, the Village desires to employ the services of Robert Cole ("Cole") as Village Manager, and Cole wishes to accept this employment.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement the parties agree as follows:

Section 1. Duties.

1.1 The Village agrees to employ Cole as Village Manager to perform the functions and duties specified in the Village's Charter and applicable sections of the Village Code as well as within his job description, and to perform other legally permissible and proper duties and functions without interference.

1.2 The Village Manager is the Chief Administrative Officer of the Village and shall faithfully perform the duties referenced above, and shall comply with all lawful governing body directives, state and federal law, Village policies, rules and ordinances as they exist or may hereafter be amended.

1.3 The Village Manager shall carry out the policy directives of the Village Council and shall perform such other legally permissible, ethical, and proper duties as may be assigned by the Village Council from time to time. To that end, the Village Manager is required to have regular communication, which may include standing meetings with each member of the Village Council, in order to discuss Council objectives, the progress and implementation of Council directives, and any pending items and Village business.

1.4 All duties assigned to the Village Manager by the Village Council shall be appropriate to and consistent with the professional role and responsibility of the Village Manager. The Village Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Village Manager for study and/or appropriate action.

1.5 With regard to other employees of the Village, it shall be the duty of the Village Manager to:

(i) Employ on behalf of the Village all other employees of the organization consistent with the policies of the governing body and the ordinances and charter of the Village.

(ii) Direct, assign, reassign and evaluate all of the employees of the Village consistent with policies, ordinances, Charter, state and federal law.

(iii) Organize, reorganize and arrange the staff of the Village and to develop and establish internal regulations, rules and procedures which the Village Manager deems necessary for the efficient and effective operation of the Village consistent with the lawful directives, policies, ordinances, state and federal law.

(iv) Accept all resignations of employees of the Village consistent with the policies, ordinances, state and federal law, except the Village Manager's resignation which must be accepted by the Village Council.

Section 2. Salary.

2.1 The Village Manager shall receive an initial annual salary in the amount of Two Hundred Thousand Dollars (\$200,000.00) payable in equal installments in accordance with the Village's existing pay periods.

2.2 The Village Manager agrees and understands that he will not receive any increase in salary for a period of eighteen (18) months subsequent to his employment with the Village. Subsequent thereto, his salary shall be adjusted from time to time by cost-of-living and/or salary adjustments consistent with any across-the-board adjustments provided to other Village employees.

2.3 At any time during the term of the Agreement, the Village may, in its discretion, review and adjust the salary of the Village Manager, but in no event shall the Village Manager be paid less than the salary set forth in Section 2.1 of the Agreement except by mutual written agreement between the Village Manager and the Village. Such adjustments, if any, shall be made pursuant to a lawful Village Council action. In such event, the Village Manager and the Village agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 3. Housing.

3.1 Village Manager shall be entitled to a housing allowance of Four Thousand Dollars (\$4,000.00) per month as part of the overall compensation as the Village Manager. The housing allowance shall commence and be payable to the Village Manager within the first pay period of his employment.

Section 4. Performance Evaluations.

4.1 The Village Council shall evaluate the performance of the Village Manager every 60 days until his or her initial Anniversary Date. Thereafter, the Village Council shall annually evaluate the performance of the Village Manager within 30 days of his or her Anniversary Date. The Human Resources Department shall be responsible for apprising the Village Attorney and Village Council at least sixty (60) prior to the Anniversary date of the due date for the Village Manager's performance evaluation, so that it can be placed on a Village Council agenda.

4.2 At the discretion of each Village Council Member, the Village Manager's evaluation may be performed using a written form provided by the Human Resources Department. To the extent a form

is utilized, the form will evaluate the Village Manager's performance of his duties using a numerical rating system. This assessment will include, but not be limited to the Village Manager's:

- Judgment
- Ethics
- Attitude
- Attendance
- Communication with Council, to include keeping Council members apprised of day-to-day events and information necessary for them to carry out their functions.
- Willingness to hear and implement ideas brought forward by the Council.
- Preparedness for Council meetings.
- Innovativeness and creativity
- Results achieved for projects and ideas implemented by the Village Manager
- Thoroughness and diligence in the performance of his duties
- Aptitude
- Accuracy and thoroughness of information and reports.
- Analysis
- Relationships with members of the Council, the public and staff (including the recruitment and retention of competent staff)
- Execution of policy set by the Village's policymakers (i.e., the Council)
- Supervision, guidance and direction to staff
- Fiscal management skills, including oversight of the Village's capital projects and budget.

4.3 The evaluation form will also allow members of the Council to provide a written narrative regarding the Village Manager's performance, should they choose to do so.

4.4 Once completed, evaluation forms will be returned to the Human Resources Department.

4.5 Instead of a written performance evaluation, Village Council Members may opt to perform a verbal evaluation of the Village Manager. The verbal evaluation will assess the same or similar characteristics as those outlined above.

4.6 The Human Resources Director, with assistance of the Village Attorney, will facilitate the discussion concerning the Village Manager's performance evaluation at a public meeting. However, the Village Council will provide the direct feedback to the Village Manager.

Section 5. Insurance/Retirement Benefits/Life Insurance.

5.1 Village Manager shall receive the benefits currently provided to Village employees for health insurance to include vision, life insurance, dental insurance, and retirement benefits as outlined in the Village's Employee's Policies and Procedures Manual dated October 1, 2018 (the "Manual").

5.2 Except as otherwise provided in this Agreement, the Village Manager shall be entitled to the level of benefits enjoyed by and/or available to other employees of the Village as provided by the Village's policies, Charter, ordinances, or personnel rules and regulations or other practices.

5.3 Should the Manual be amended by action of the Village Council, the Village Manager's benefits listed in Section 5.1 shall be changed to match those benefits provided in the amended Manual, provided such changes do not result in any decreased benefits as provided for under Section 5.1.

Section 6. Professional Dues and Expenses.

6.1 The Village agrees to budget and pay for professional dues and subscriptions of the Village Manager necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Village Manager's continued government management and government finance professional participation, growth and advancement and for the good of the Village.

6.2 The Village acknowledges the value of having the Village Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Village shall pay for the reasonable membership fees and/or dues to enable the Village Manager to become an active member in local civic clubs or organizations.

6.3 The Village recognizes that certain expenses of a non-personal but job-related nature are incurred by the Village Manager and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Village business is being discussed or conducted and participation in social events of various organizations when representing the Village. Such expenditures are subject to annual budget constraints as well as state and Village ethics and purchasing policies. The Finance Director is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Section 7. Automobile.

7.1 The Village shall reimburse the Village Manager at the IRS standard mileage rate for any business use of his personal vehicle.

Section 8. Annual Leave, Sick Leave and Holidays.

8.1 The Village Manager shall continue to receive the benefits currently provided to Village employees for annual leave, sick leave and holidays as outlined in the Manual, except as modified in this Agreement.

8.2 The Village Manager's accrual of the benefits specified in Section 8.1 shall be based upon the Village Manager's initial employment date with the Village of March 13, 2024.

8.3 The Village Manager shall accrue sick leave and vacation leave at the rate provided or available to any other employees of the Village and under the same rules and provisions applicable to other employees, except that he or she shall accrue vacation leave at a rate equivalent to three (3) weeks annually.

Section 9. Travel.

9.1 The Village agrees to budget and pay for travel and associated expenses of the Village Manager for professional and official travel, meetings and occasions to adequately continue the professional development of the Village Manager and to pursue necessary official functions for the

Village, including but not limited to national, regional, state and local governmental associations, groups and committees in which the Village Manager serves as a member.

9.2 The Village also agrees to budget and pay for travel and associated expenses of the Village Manager for short courses, institutes and seminars that are necessary for the Village Manager's professional development and for the good of the Village.

Section 10. Equipment.

10.1 Recognizing the importance of constant communication and maximum productivity, the Village shall provide the Village Manager, for business and personal use, a laptop computer, software, mobile phone/personal digital assistant and/or tablet computer for business and personal use required for the Village Manager to perform his duties and to maintain communication with Village staff and officials as well as other individuals who are doing business with the Village. Upon termination of the Village Manager's employment, the equipment described herein shall be returned to the Village.

Section 11. Days.

11.1 Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

Section 12. Indemnification.

12.1 To the extent permitted by law, the Village shall defend, save harmless, and indemnify the Village Manager against any action, claim, demand or other legal action, whether groundless or otherwise arising directly or indirectly out of the Manager's duties or position with the Village.

12.2 The aforesaid indemnification only applies to the extent that the costs, expenses or damages exceed monies covered by insurance including attorneys' fees.

12.3 Notwithstanding the provision of Section 12.1, the Village shall not be obligated to indemnify or hold harmless the Village Manager from claims of any nature arising out of the malfeasance of the Village Manager (which is defined to include acts or omissions of the Village Manager that were committed while acting outside the course and scope of his employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property), or from personal injury or property damage caused by the intentional misconduct of the Village Manager.

12.4 This indemnification provision shall survive the termination of this Agreement.

Section 13. Bonds.

13.1 The Village shall pay for the cost of any fidelity or other bonds for the Village Manager required by any law, ordinance or the Village Charter.

Section 14. Reduction of Compensation.

14.1 The Village Council shall not at any time during the term of this Agreement reduce the salary provided to the Village Manager below any percentage equally applied to all employees during the annual budget process.

14.2 The Village Council shall not at any time during the term of this Agreement reduce the benefits provided to the Village Manager below those that are equally applied to all employees during the annual budget process.

Section 15. Employment Exclusive.

15.1 The Village Manager shall be considered a full-time employee of the Village and shall remain in the exclusive employ of the Village and shall not accept any other employment during the Term of this Agreement without the prior approval of the Village Council.

Section 16. Term.

16.1 The term of this Agreement shall be for an initial period of one (1) year from March 13, 2024 to March 13, 2025, unless terminated by either the Village Council or Village Manager, as provided for in Sections 17-20 of this Agreement.

16.2 Prior to separating from the Village, the Village Manager agrees to participate in an exit interview in order to provide feedback concerning his experience working at the Village, his reasons for leaving and ideas for improvement.

16.3 For purposes of this Agreement, the Village Manager's Anniversary Date shall be March 13th every annum.

16.4 If this Agreement is not terminated prior to the Anniversary Date, then it shall automatically be renewed on its Anniversary Date for one (1) year terms unless terminated in accordance with the provisions of Sections 17-20 of this Agreement.

Section 17. Termination.

17.1 In accordance with the Charter, the Village Manager shall serve at the pleasure of the Village Council. Nothing in this Agreement, including Section 16.4 above, shall prevent, limit or otherwise interfere with the right of the Village Council to terminate this Agreement at any time.

17.2 For the purposes of this Agreement, termination shall occur when the majority of the Village Council votes to terminate the Village Manager in accordance with the provisions of Section 7(2) of the Charter at a properly posted and duly authorized public meeting.

Section 18. Termination Without Cause.

Below is a recitation of some instances that could be considered a termination without cause. The following do not constitute every instance that could be considered a termination without cause. Instead, they solely comprise explicit circumstances under which there is a termination without cause for which the payment of severance to the Village Manager is required by the Village. Stated differently, even if the Village Manager's termination is without cause, severance is only required if one of the three circumstances listed below exists.

18.1 If the Village, citizens or legislature acts to amend any provisions of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Village Manager's position that substantially changes the form of government, the Village Manager shall have the right to declare that such amendments constitute termination.

18.2 If the Village reduces the base salary, compensation or any other financial benefit of the Village Manager, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

18.3 If the Village Manager is unable for a consecutive period of 60 days to perform his duties as specified in Section 1 of this Agreement due to disability, sickness, accident, or injury, as certified by a physician, the Village Council may elect to terminate this Agreement. In the event of the Village Manager's death, this Agreement shall be deemed terminated.

Section 19. Termination For Cause.

19.1 If the Village Manager is terminated for cause, the Village shall have no obligation to pay severance under this section.

19.2 For the purposes of this Section "for cause" shall be defined as: (i) breach by the Village Manager of any material term or condition of this Agreement, (ii) violation of any applicable laws or codes, (iii) misconduct, (iv) gross insubordination (v) willful neglect of the duties specified in this Agreement; or (vi) conviction of a felony or plea of no contest to a felony.

Section 20. Resignation.

20.1 In the event that the Village Manager voluntarily resigns his position with the Village, the Village Manager shall provide a minimum of thirty (30) days' written notice unless the Village and Village Manager agree otherwise in writing.

20.2 If the Village Manager resigns, then the Village is not obligated to pay severance under Section 21; however, the Village Manager shall be compensated for all sick leave, vacation leave and all paid holidays at the Village Manager's rate of pay in effect at the time of separation, in accordance with policies and procedures established for all employees of the Village.

Section 21. Severance.

21.1 As noted above in Section 18, severance shall only be paid to the Village Manager

when employment is terminated without cause under any of the grounds enumerated in Sections 18.1-18.3.

21.2 If none of the circumstances identified above in Sections 18.1-18.3 exist, the Village is under no obligation whatsoever to provide severance to the Village Manager.

21.3 Conversely, if any of the circumstances described in Sections 18.1-18.3 exist, then the Village shall provide a minimum severance payment equal to twenty (20) weeks' salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Village Manager's option.

21.4 The Village Manager shall also be compensated for all sick leave, vacation leave, and all paid holidays at the Village Manager's current rate of pay, in accordance with policies and procedures established for all employees of the Village. The Village Manager shall provide the Village direction as to payment by lump sum or installment payments within 30 days of termination or resignation.

Section 22. Conflict of Interest Prohibition.

22.1 Village Manager shall not without the express prior approval of the Village Council, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Village, except for stock ownership in any company whose capital stock is publicly held and regularly traded.

22.2 The Village Manager shall abide by the provisions of Chapter 112, Florida Statutes, the Code of Ethics for Public Officers and Employees.

22.3 The Village Manager shall timely file statutory disclosures of financial interests as required by Chapter 112, Florida Statutes.

Section 23. Confidentiality.

23.1 The Village Manager shall not disclose to any person, party or entity any confidential, proprietary, time-sensitive, or non-public information relating to the Village or its operations unless required by law to do so.

Section 24. Miscellaneous Provisions.

24.1 Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

24.2 Amendment. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

24.3 Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

24.4 No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

24.5 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Village Manager.

24.6 Governing Law. Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Monroe County, Florida, Upper Keys Division or, if in Federal Court, in the Southern District of Florida.

24.7 Waiver of Jury Trial. Both the Village and the Village Manager knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.

24.8 Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery or delivered at a Village Council meeting. Notice shall be sent as follows:

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| For the Village: | Mayor Islamorada, Village of Islands 86800 Overseas Highway Islamorada, FL 33036 Telephone: (305) 664-6400 Facsimile: (305) 664-6464 |
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| With a copy to: | Village Attorney Islamorada, Village of Islands 86800 Overseas Highway Islamorada, FL 33036 Telephone: (305) 664-6400 Facsimile: (305) 664-6464 |
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| For the Village Manager: | Village Manager Islamorada, Village of Islands 86800 Overseas Highway Islamorada, FL 33036 Telephone: (305) 664-6410 Facsimile: (305) 664-6464 |
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IN WITNESS WHEREOF, the Village, by signature of the Mayor as authorized by Council Resolution No. 24-03-26 on March 12, 2024, and Village Manager have signed and executed this Agreement the day and year first above written.

ISLAMORADA, VILLAGE OF ISLANDS

DocuSigned by:

By: 
Joseph B. Pinder III, Mayor
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ATTEST:

DocuSigned by:


Marne K. McGrath
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Marne McGrath, Village Clerk

Approved as to form and legal sufficiency
For the use of the Village Council only:

DocuSigned by:


John J. Quick
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John J. Quick, Village Attorney

VILLAGE MANAGER



Robert Cole