

RESOLUTION NO. 23- \$, ! +*

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE APPOINTMENT OF BRYAN COOK AS INTERIM VILLAGE MANAGER; APPROVING AND AUTHORIZING THE EXECUTION OF THE EMPLOYEE INTERCHANGE AGREEMENT WITH MONROE COUNTY, FLORIDA PERMITTING BRYAN COOK TO SERVE AS INTERIM VILLAGE MANAGER; AND PROVIDING 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 Statute; and

WHEREAS, Section 7(3) of the Village Charter requires that there shall be a Village Manager who will be the chief administrative officer of the Village; and

WHEREAS, at the meeting on July 27, 2023, Monroe County, Florida ("County") offered to permit its employee, Bryan Cook ("Mr. Cook"), to serve as the Village's Interim Village Manager pursuant to an Employee Interchange Agreement ("Agreement") governed by Section 112.24, *et seq.*, Florida Statutes; and

WHEREAS, the Village Council finds that approval of the Agreement and appointment of Mr. Cook as Interim Village Manager is in the best interest of the Village and its residents; and

WHEREAS, the Village Council approves and authorizes the execution of the Agreement.

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. Cook as Interim Village Manager. Mr. Cook's appointment shall be effective August 7, 2023.

Section 3. **Approval of Agreement.** The Village Council finds that the Agreement with the County, attached hereto as Exhibit "A", is reasonable and appropriate. The Village Council hereby approves the Agreement.

Section 4. **Execution of Agreement.** The Mayor is hereby authorized to execute the Agreement with the County on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Remainder of this page intentionally left blank.

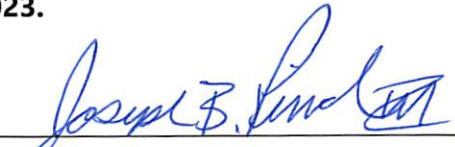
Motion to adopt by Gregg, seconded by Mahoney.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Henry Rosenthal	<u>No</u>

PASSED AND ADOPTED THIS 3 DAY OF August, 2023.


JOSEPH B. PINDER III, MAYOR

ATTEST:


MARNE MCGRATH, VILLAGE CLERK

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


JOHN J. QUICK, VILLAGE ATTORNEY



EMPLOYEE INTERCHANGE AGREEMENT
(ISLAMORADA, VILLAGE OF ISLANDS)

THIS EMPLOYEE INTERCHANGE AGREEMENT (hereinafter "Agreement") is made and entered into this 3rd day of August 2023, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040 (hereinafter "County"), and Islamorada, Village of Islands, a municipality organized under the laws of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036 (hereinafter "Village") (hereinafter, when referred to individually as "Party" or collectively as "Parties).

WITNESSETH

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between governments, including counties and municipalities; and

WHEREAS, Section 112.24, Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency and a receiving agency;

WHEREAS, the Village has requested and the County has offered to provide assistance in the form of supplying an Interim Village Manager, to provide management while the Village conducts a search for a Village Manager; and

WHEREAS, the County, as the sending agency, wishes to assign Bryan 'Cook ("Cook"), Director of Employee Services for Monroe County, to the Village as receiving agency, to serve as Interim Village Manager; and

WHEREAS, the Parties see a benefit and a public purpose in having Cook temporarily assigned to the Village for the purposes outlined above, and wish to set forth the details of the temporary assignment in an interlocal agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

RECITALS

1. **PURPOSE.** The purpose of this Agreement is to allow for the assignment of Bryan Cook ("Cook") to serve as an Interim Village Manager, to perform and exercise the powers and duties set forth in Section 7(3) of the Village Charter, and more fully outlined herein and in the Village Manager job description, attached as Exhibit "A."

2. **AUTHORITY.** The County is authorized pursuant to F.S. 125.01, its home rule powers, and F.S. 112.24, which permits the intergovernmental interchange of governmental employees, to enter into this Agreement. The Village is authorized pursuant to F.S. 166.021(1) and F.S. 112.24 to do the same.

3. TERM OF AGREEMENT: Pursuant to F.S. 112.24, the term of this Agreement shall begin on August 7, 2023 ("Effective Date"), and shall remain in effect for an initial period of sixty (60) days ("Initial Term"). Pursuant to F.S. 112.24(2), the Agreement will be reviewed by the Village prior to the expiration of the Initial Term, at which time the Agreement may be extended for a subsequent term of sixty (60) days upon the approval of the Village Council and with the approval of the Monroe County Administrator, who is delegated authority to execute the extension. After the Initial Term, and for as long as the Agreement is in effect, the Agreement will be reviewed periodically no later than every sixty (60) days by the Village Council to determine whether the Village wishes to renew the Agreement, and may be extended for successive terms not to exceed sixty (60) days, with the written approval of the Village Council and County Administrator. Pursuant to F.S. 112.24, regardless of the number of extensions granted beyond the Initial Term, the Agreement shall not exceed two (2) years and three (3) months. Moreover, the continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds by the Board of County Commissioners in accordance with Chapter 129, Florida Statutes.

4. DUTIES: Cook shall perform the functions and duties specified in the Village's Charter, including without limitation the powers and duties enumerated in Section 7(3) of the Village Charter, as well as applicable sections of the Village Code-, and shall perform other legally permissible and proper duties and functions, as requested from time to time by the Village Council, and as more fully articulated in Exhibit "A". Cook shall comply at all times with Chapter 112, part III (Sections 112.311 et seq.) of Florida Statutes, the Florida Code of Ethics, as set forth in Section 2-52 of the Islamorada Code of Ordinances.

5. SALARIES AND BENEFITS: Salary and benefits for Cook for the time spent working on matters for the Village shall be administered as set forth below.

- a. Cook shall remain a full-time exempt employee of Monroe County.
- b. Division of Time: Cook shall expend as much time as is required by the Village during the term of this Agreement, up to 100% of Cook's time during a work week. The County and Cook understand that Cook's primary responsibility during the term of this Agreement will be to the Village.
- c. Salary:
 - i. Each work week, the number of hours spent working for the Village shall be calculated as a percentage of total hours worked by Cook. For the percentage of hours spent by Cook working on Village matters, Cook shall be entitled to compensation at the annual rate of two hundred forty-eight thousand dollars (\$248,000.00) ("Village Share"), and for the percentage of hours spent by Cook working on Monroe County matters, Cook shall be entitled to compensation at his current rate of pay, subject to language about salary increases as is set forth below ("County Share"). Cook shall document his Village Share and County Share on forms approved by the respective Human Resources department of each Party.

- ii. The County shall issue pay Cook for the combined amount of the Village Share and the County Share in accordance with the County's payroll policies, which provides for employees to be paid two weeks in arrear at the conclusion of the County's existing biweekly pay periods. The County shall then issue an invoice to the Village and the Village shall reimburse the County for the Village Share, which shall include the employer's share of all applicable employment taxes and other mandatory contributions, including mandatory employer contributions to Cook's Florida Retirement System account.
- d. In all respects, Cook shall be governed by terms and conditions set forth in the Monroe County Personnel Policies and Procedures Manual ("Manual").
- e. Leave: Cook shall continue to accrue annual (vacation) and sick leave in accordance with the terms and conditions set forth in the Manual. The County shall bear the financial responsibility for payment of accrued leave, including hours attributable to the Village Share.
- f. Unemployment: The Parties will jointly be responsible for the payment of unemployment benefits on a pro rata basis in proportion to the wages paid to Cook by the Parties. The County is a reimbursing employer. Therefore, in the event that Cook is awarded unemployment benefits pursuant to Chapter 443, Florida Statutes, the Village will be responsible for reimbursing the County for its proportionate share of unemployment benefits, if such benefits are paid.
- g. Medical Insurance, Pharmaceutical Plan, Life Insurance, and Voluntary Benefits: Cook will continue to be eligible to participate in the Monroe County's medical insurance, pharmaceutical plan, County-provided basic life insurance and AD&D, and voluntary benefits (dental, vision, supplemental life) on the same terms and conditions as other County employees. Except as outlined elsewhere in this Agreement, the responsibility for payment for and provision of all benefits shall remain the sole responsibility of the County.
- h. Workers' Compensation (F.S. 112.30(4)): In the event of injury or death in the performance of Cook's duties for the Village for an incident that arises out of the course and scope of work performed by the Village, the employee shall be treated as an employee of Monroe County and Monroe County as the sending agency shall be solely responsible for providing the workers' compensation benefits without reimbursement by the Village. The Village shall promptly notify the County of Cook's injury or death.
- i. Travel Benefits: Cook shall be entitled to travel, per diem and lodging benefits as allowed by Monroe County Code section 2-106 *et seq.*.
- j. The Village shall provide an established work area and all other necessary equipment and supplies for Cook to perform his job duties as Interim Village Manager. The Village shall provide a laptop computer for Cook's exclusive use. The costs of acquiring and using the computer shall be paid for by the Village. The work area and

all other necessary equipment and supplies provided by the Village shall be used solely for Village purposes.

6. INDEMNIFICATION: Subject to and without waiving the limitation contained in Section 768.28, the Village agrees to be liable for any and all damages proximately caused by the acts, omission, or wrongful acts of its elected officials, employees or agents, and agrees to defend, indemnify, and hold harmless the County from any and all claims arising out of the wrongful acts or inactions of the Village. Subject to and without waiving the provisions of Section 768.28, Florida Statutes, the County agrees to be liable for any and all damages proximately caused by the acts, omission, or wrongful acts of its employees or agents, and agrees to defend, indemnify, and hold harmless the Village from any and all claims arising out of the wrongful acts or inactions of County. Nothing herein is intended to serve as a waiver of sovereign immunity by either of the Parties. Notwithstanding the above provisions, the Village shall not be obligated to indemnify, defend, or hold Cook harmless from any claims of any nature arising out of Cook's malfeasance, or from injury or property damage caused by the intentional misconduct of Cook. This indemnification provision shall survive the termination of this Agreement.

7. INSURANCE: The Village shall provide a general liability insurance to cover all incidents occurring in the course and scope of work performed for the Village by Cook during the term of this Agreement, in the minimum amount of \$1,000,000 per occurrence.

8. BONDS: The Village shall obtain a fidelity bond and any other applicable bonds covering work performed by Cook for the Village during the term of this Agreement. The costs and expenses of obtaining and maintaining such bonds shall be paid for by the Village.

9. TERMINATION: This Agreement may be terminated with or without cause by either Party upon thirty (30) days' prior written notice to the other Party.

10. DISCLOSURE OF FINANCIAL INTERESTS: Section 112.3145, Florida Statutes, requires financial disclosures to be filed by a "local officers," and subsection (1)(a)3., defines a "local officer" to include a city manager. Cook agrees to make such disclosures on such forms and at such times as may be required by state law.

11. NONDISCRIMINATION: The Parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and

Rehabilitation Act of 1970 (PL 91 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

12. PUBLIC RECORDS: The County and the Village shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and the Village in conjunction with this Agreement; and either Party shall have the right to unilaterally cancel this Agreement upon violation of this provision by the other Party. Detailed Employee shall retain public records in his possession and related to Village business in accordance with Village policy.

13. RECORDS – ACCESS AND AUDITS. All Parties shall maintain adequate and complete records after termination of this Agreement, as required by the applicable retention schedule required by law. Each party, its officers, employees, agents and auditors shall have access to the other parties' books, records, and documents, related to this Agreement upon request. The access to and inspection of such books, records, and documents by the parties shall occur during the regular office hours or as agreed.

14. NO THIRD-PARTY BENEFICIARIES. Neither Party intends to benefit a third party by this Agreement beyond Cook. Therefore, the Parties acknowledge that there are no other third-party beneficiaries to this Agreement and that no other third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15. NOTICES. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Monroe County BOCC
County Administrator
1100 Simonton Street
Key West, FL 33040
Gastesi-roman@monroecounty-fl.gov

With a copy to:

Monroe County Attorney's Office
1111 12th St., Suite 408
Key West, FL 33040
Shillinger-bob@monroecounty-fl.gov

For Village:

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Clerk@islamorada.fl.us

With a copy to:

Village Attorney
John J. Quick, Esq.
Weiss Serota Helfman Cole + Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134
jquick@wsh-law.com

16. ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Village without the prior written consent of County. COVENANT OF NO INTEREST. Neither Party presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that the only interest of each party is to perform and receive benefits as set forth in this Party.CODE OF ETHICS. The Parties understand and agree that officers and employees of the County are required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, as well as the Monroe County Personnel Policies and Procedures Manual regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.NO SOLICITATION/PAYMENT. The County and the Village each warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. GOVERNING LAWS/VENUE. This Agreement is governed by laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in Monroe County, Florida. COMPLIANCE WITH LAWS. Each Party to this Agreement shall comply in full with all applicable federal, state and

local laws, regulations and ordinances. This Agreement constitutes the entire Agreement of the Parties and supersedes any and all prior communications, understandings and agreements with respect to the subject matter of this Agreement, whether oral or in writing. This Agreement can never be amended, except with the prior written agreement of both Parties. By signing below, each signatory to this Agreement warrants that it has the requisite corporate authority to enter into the Agreement and to bind its respective entity.

THE REMAINDER OF THIS PAGE IS BLANK.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement this 3rd day of August 2023.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk


By:  August 7, 2023
~~Mayor~~ County Administrator
Date: _____

Approved as to form and legal sufficiency for
Monroe County, Florida:



Cynthia L. Hall, Sr. Ass't County Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By: 
Mayor
Date: 8/3/23

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



Village Attorney



ISLAMORADA, VILLAGE OF ISLANDS

Position Description

EXHIBIT A

Position Title: Village Manager

Reports To: Village Council

Position Status: Exempt (Pay Grade: 20)

General Functions:

Directs and coordinates administration of Village government in accordance with policies determined by Village Council while performing the following duties personally or through subordinate supervisors. Position requires the use of Village vehicle in the performance of duties.

Illustrative Tasks:

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Plans, organizes, directs, coordinates and evaluates the operations, programs, activities and services of all departments, offices and agencies of the Village, except as otherwise provided by the Charter and other relevant law.
- Responds to requests from the Village Council and the public for appropriate action and/or resolution of policy matters and attendant problems.
- Ensures the Village Council is kept abreast of matters pertinent to Village administration.
- Provides periodic reports in compliance with the Village Council's requirements and Charter provisions concerning the operations, activities and programs of Village departments, offices and agencies subject to the Village Manager's direction and supervision.
- Prepares Village Council meeting agendas, ensuring that the Council is fully apprised of the information contained therein, and that items on the agenda will not unnecessarily prolong the duration of the meeting at issue.
- Initiates policy recommendations for the Village Council's consideration.
- Conducts agenda review meetings with staff, as needed, to review items proposed for presentation to the Village Council.
- Recommends the creation of new committees that will advance Village business and operations.
- Negotiates contracts (including collective bargaining agreements), and other legal instruments, in conjunction with the Village Attorney's Office.
- Executes contracts on behalf of the Village pursuant to the provisions of the appropriate ordinances.
- Appoints, suspends and terminates all Village employees except those appointed by and responsible to the Village Council; approves promotions, transfers, reclassifications, job evaluations, demotions, disciplinary action and other related personnel actions.
- Manages senior staff including the Deputy Village Manager and department directors.
- Responsible for the overall direction, coordination and evaluation of all Village departments.
- Develops and implements appropriate training programs for Village employees.
- Prepares and submits the annual operating budget and capital programs to the Village Council in the appropriate format.
- Develops long-range fiscal managerial plans and strategies.
- Implements the approved budget and effects a program of budgetary control over expenditures and revenues.
- Submits to the Village Council for public review a report on the financial condition and administrative activities of the Village at the end of each fiscal year as required by the Village Charter and/or relevant State Law.

- Attends all Village Council meetings as well as other public meetings scheduled by the Village or in connection with Village business.
- Represents Village administration before various community organizations, business enterprises and governmental entities.
- Develops programs and strategies to enhance the effectiveness and efficiency of Village operations, including appropriate Village staff and/or Council retreats or strategizing sessions.
- Provides guidance and assistance in the development of long and short-range goals for the Village Council's consideration and implements same upon approval by the Council.
- Encourages and oversees economic and community development efforts including business retention, redevelopment and recruitment of new businesses.
- Possesses the ability to work in an increasingly culturally diverse community.
- Possesses the ability to multitask and adjust to changing situations while maintaining efficiency and effectiveness.
- Possesses the ability to deal tactfully, courteously and professionally with all officials and groups, exercising sound and effective judgment in doing so, ensuring the protection of the Village's goodwill.

Requirements for Position:

Bachelor's Degree in Business Administration, Public Administration, or equivalent combination of education and experience. Master's Degree desirable. At least ten (10) years related management experience as department director or manager in a public sector setting. Thorough knowledge of the principles, practices, and techniques of public administration. Demonstrated financial, management, planning, leadership and communication skills. Knowledge of Personal Computer software application, i.e. word processing, spreadsheet, database, etc.

Physical Requirements:

While performing the duties of this class, employees are regularly required to sit; talk or hear, in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. Employees are occasionally required to walk and stand and lift and move records and documents weighing 20 pounds or less. Specific vision abilities required by this job include close vision and the ability to adjust focus. Employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; learn and apply new skills and information; perform highly detailed work on multiple, concurrent tasks; and interact with Village staff and other organizations.

Bryan Cook

Print Name

Bryan Cook

Digitally signed by Bryan
Cook
Date: 2023.08.04
16:01:43 -04'00'

Signature

Date