

RESOLUTION NO. 21-06-53

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING AN
EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE AND
GREGORY J. ORAVEC TO SERVE AS THE VILLAGE MANAGER;
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT;
AND PROVIDING FOR AN EFFECTIVE**

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, the Village Charter establishes a Council-Manager form of government; and

WHEREAS, pursuant to Section 7 of the Village Charter, the Village Manager is the Chief Administrative Officer of the Village; and

WHEREAS, in March 2021, the Village began a search for a new Village Manager; and

WHEREAS, in June 2021, the Village Council of Islamorada, Village of Islands (the "Village Council") selected Mr. Gregory J. Oravec to serve as the Village Manager; and

WHEREAS, the Village Council desires to formally appoint and employ Mr. Oravec as the Village Manager; and

WHEREAS, the Village Council finds that approval of an Employment Agreement between the Village and Mr. Oravec is in the best interests of the Village.

**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 Employment Agreement. The Village Council hereby approves the Employment Agreement between Islamorada, Village of Islands and Gregory J. Oravec (the "Agreement"), a copy of which is attached hereto as Exhibit "A," together with such non-material changes as may be approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Mayor is hereby authorized to execute the Agreement on behalf of the Village. The Acting Village Manager/Finance Director is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman David Webb, second by Vice Mayor Pete Bacheler.

FINAL VOTE AT ADOPTION

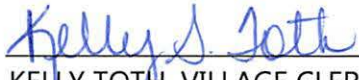
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Joseph B. Pinder III	YES
Vice Mayor Peter Bacheler	YES
Councilman Mark Gregg	YES
Councilman Henry Rosenthal	YES
Councilman David Webb	YES

PASSED AND ADOPTED this 9th day of June, 2021.


JOSEPH B. PINDER III, MAYOR

ATTEST:


KELLY TOTH, VILLAGE CLERK

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


ROGET V. BRYAN, VILLAGE ATTORNEY

EMPLOYMENT AGREEMENT
VILLAGE MANAGER

This Employment Agreement (the "Agreement") is made and entered into this 10th day of June 2021, between **Islamorada, Village of Islands, Florida**, a Florida municipal corporation, (the "Village") and **Gregory J. Oravec** ("Oravec" or "Village Manager").

RECITALS:

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 Oravec as Village Manager and Oravec 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 hereby agrees to employ Oravec as Village Manager to perform the functions and duties specified in the Village's Charter and applicable sections of the Village Code 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 as prescribed in the Village's Charter and applicable sections of the Village Code 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.

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 the Village's Charter, ordinances and policies, as well as 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 Village's Charter, ordinances and policies, as well as 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.

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. All duties assigned to the Village Manager by the Village Council shall be appropriate and consistent with the professional role and responsibilities of the Village Manager.

1.4 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.

Section 2. Salary & Compensation.

2.1 The Village Manager shall receive an annual salary in the amount of One Hundred Sixty-Nine Thousand Five Hundred Dollars (\$169,500.00) payable in equal installments in accordance with the Village's existing pay periods.

2.2 The salary shall be adjusted from time to time by cost-of-living adjustments consistent with any across-the-board adjustments provided to other Village employees.

2.3 This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Village's compensation policies to include all salary adjustments on the same basis as applied to other employees of the Village.

2.4 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.

2.5 Oravec shall be entitled to a lump sum relocation allowance of Thirteen Thousand Five Hundred Dollars (\$13,500.00) in recognition of the Village Manager's need to relocate to the area and secure temporary housing. Said sum shall be payable to Oravec upon full execution of this Agreement.

2.6 Oravec shall be entitled to a housing allowance of Two Thousand Dollars (\$2,000.00) 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 September 2021.

Section 3. Performance Evaluations.

3.1 The Village Council shall initially evaluate the performance of the Village Manager after six (6) months at the first regular Village Council meeting in January of 2021 (the "Initial Evaluation").

3.2 The Village Council shall annually evaluate the performance of the Village Manager at the first regular Village Council meeting in July of each year, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Village Manager and Village Council.

3.3 The evaluations specified in Section 3.1 and 3.2 shall be based upon (i) the Village Manager's performance of the duties specified in Section 1 and (ii) the Village Manager's achievements of the Village Council's policy directives.

Section 4. Insurance/Retirement Benefits/Life Insurance.

4.1 The Village Manager shall receive the benefits currently provided to Village employees for health insurance including vision, life insurance, dental insurance, and retirement benefits as outlined in the Village's Employee's Policies and Procedures Manual (the "Manual").

4.2 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 Charter, ordinances policies or personnel rules and regulations or other practices.

4.3 Should the Manual be amended by action of the Village Council, the Village Manager's benefits listed in Section 4.1 shall be changed to match those benefits provided in the amended Manual, provided that such changes do not result in any decreased benefits as provided for under Section 4.1.

4.4 The retirement benefits referenced in section 4.1 above and outlined in the Manual refers to the Village's participation in the Florida Retirement System (FRS).

4.5 In addition to the retirement benefits enjoyed by and/or available to other Village employees, the Village shall contribute into a 457 deferred compensation program as selected by the Village Manager, in an amount equal to ten percent (10%) of the Village Manager's Salary (the "Retirement Contribution"). The Retirement Contribution shall be made coinciding with each Village pay period. The Village Manager shall be allowed to make such voluntary additional contributions to such a program up to the statutory limit. The Village shall transfer ownership of its interest in the program upon the Village Manager's resignation or termination from employment.

Section 5. Professional Dues and Expenses.

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

5.2 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.

5.3 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.

Section 6. Automobile.

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

Section 7. Annual Leave, Sick Leave and Holidays.

7.1 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.

7.2 At the beginning of the Term, the Village Manager shall be credited with five (5) days of administrative leave.

7.3 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.

7.4 Any unused accrued annual leave in excess of one hundred ninety-two (192) hours shall be annually cashed in on the Anniversary Date at the Village Manager's salary in effect at the time.

Section 8. Travel.

8.1 The Village agrees to budget and pay for travel and subsistence 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.

8.2 The Village also agrees to budget and pay for travel and subsistence 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 9. Equipment.

9.1 Recognizing the importance of constant communication and maximum productivity, the Village shall provide the Village Manager, all necessary equipment and

software 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, all equipment shall be returned to the Village.

Section 10. Days.

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

Section 11. Indemnification.

11.1 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 during the duration of this Agreement.

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

11.3 Notwithstanding the provision of Section 11.1, the Village shall not be obligated to indemnify or save harmless the Village Manager from claims of any nature arising out of the malfeasance of the Village Manager, or from injury or property damage caused by the intentional misconduct of the Village Manager or any other claims or activities that occur after termination of this Agreement.

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

Section 12. Bonds.

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

Section 13. Reduction of Compensation.

13.1 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.

13.2 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 14. Employment Exclusive.

14.1 The employment provided for by this Agreement shall be the Village Manager's primary employment. The Village Manager may not accept temporary, outside professional employment except for local, civic, non-profit organizations, which will not in any way interfere with the performance of, or the Village Manager's availability for the performance of, the Village Manager's duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Village Manager is compensated, and which are performed on the Village Manager's time off.

14.2 The Village Manager shall reside within the corporate limits of the Village during the Term of this Agreement. The residency requirement shall be fulfilled no later than October 1, 2021.

Section 15. Term.

15.1 The term of this Agreement shall commence on July 1, 2021 and shall remain in effect until terminated by either the Village Council or Village Manager as provided for in Section 16 of this Agreement.

15.2 For purposes of this Agreement, the Village Manager's Anniversary Date shall be July 1.

Section 16. Termination.

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

16.2 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 17. Termination Without Cause.

17.1 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.

17.2 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.

17.3 If the Village Manager resigns following an offer to accept resignation, as representative of the majority of the governing body that the Village Manager resign, whether formal or informal, by the Village, then the Village Manager may declare a termination as of the date of the suggestion.

17.4 If the Village Manager is unable to perform his duties as specified in Section 1 of this Agreement for a consecutive period of sixty (60) days 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 18. Termination For Cause.

18.1 If the Village Manager is terminated for cause, the Village shall have no obligation to pay severance under Section 19 herein.

18.2 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 or (v) willful neglect of duty.

Section 19. Severance.

19.1 Severance shall be paid to the Village Manager when employment is terminated as defined in Section 17 herein.

19.2 If the Village Manager is terminated as defined in Section 17, the Village shall provide a severance payment of twenty (20) weeks' salary at the then current rate of

pay in accordance with Section 19.5 herein. Such severance shall be paid in either a lump sum or in a continuation of salary on the existing biweekly basis, at the Village Manager's option.

19.3 The Village Manager shall also be compensated for all sick leave, vacation leave, and all paid holidays in accordance with policies and procedures established for all employees of the Village.

19.4 The Village Manager shall provide the Village direction as to payment of severance by lump sum or installment payments within thirty (30) days of such termination as defined in Section 17 herein.

19.5 For purposes of this Section, the Severance Payment shall mean payment of the Village Manager's salary at the rate of pay in effect upon the date of termination and continued benefits listed in Section 4 of this Agreement for the number of weeks. (the "Severance Payment").

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' notice unless the Village Council and Village Manager otherwise agree.

20.2 If the Village Manager resigns, then the Village is not obligated to pay severance under Section 19; however, the Village Manager shall be compensated for all sick leave, vacation leave and all paid holidays in accordance with policies and procedures established for all employees of the Village.

Section 21. Conflict of Interest Prohibition.

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

21.2 The Village Manager shall abide by the provisions of the Code of Ethics for Public Officers and Employees as set forth in Chapter 112, Florida Statutes.

Section 22. Miscellaneous Provisions.

22.1 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.

22.2 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.

22.3 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.

22.4 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.

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

22.6 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 and for the Southern District of Florida.

22.7 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.

22.8 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:

For the Village: Joseph B. Pinder, III, Mayor
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6400
Facsimile: (305) 664-6464

With a copy to: Roget V Bryan, Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6418
Facsimile: (305) 504-8989

For Village Manager: Gregory J. Oravec, Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6410
Facsimile: (305) 664-6464

(This space is intentionally left blank)

IN WITNESS WHEREOF, the Village, by signature of the Mayor as authorized by Council Resolution No. 21-06-53 on June 9, 2021, and Village Manager have signed and executed this Agreement the day and year first above written.

ISLAMORADA, VILLAGE OF ISLANDS

By: 
Joseph B. Pinder, III, Mayor

ATTEST:


Kelly S. Toth, Village Clerk

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


Roget V. Bryan, Village Attorney

VILLAGE MANAGER


Gregory J. Oravec