

RESOLUTION NO. 22-06-43

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE
APPOINTMENT OF THOMAS T. YATES AS VILLAGE
MANAGER; APPROVING AND AUTHORIZING EXECUTION OF
AN EMPLOYMENT AGREEMENT WITH MR. YATES 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 May 6, 2022, at a special meeting, the Village Council selected Mr. Thomas T. Yates to serve as Village Manager; and

WHEREAS, the Village Council finds that the Employment Agreement with Mr. Yates as Village Manager, attached as Exhibit "A" (the "Agreement"), is fair and provides reasonable compensation for Mr. Yates 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. Yates as Village Manager, and approve and authorize execution of the Agreement with Mr. Yates 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. Thomas T. Yates as Village Manager. Mr. Yates appointment shall be effective as of August 1, 2022.

Section 3. Approval of Agreement. The Village Council finds that the Agreement with Mr. Thomas T. Yates, 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 Councilman Mark Gregg, second by Mayor Pete Bacheler.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

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

PASSED AND ADOPTED THIS 2nd DAY of JUNE, 2022.



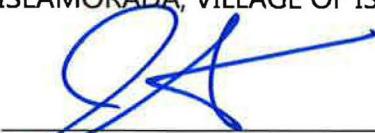
PETE BACHELER, MAYOR

ATTEST:



MARNE MCGRATH, VILLAGE CLERK

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



JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

EMPLOYMENT AGREEMENT
VILLAGE MANAGER

This Employment Agreement (the "Agreement") is made and entered into this 9 day of June, 2022, between Islamorada, Village of Islands, Florida, a Florida municipal corporation, (the "Village") and Thomas T. Yates ("Yates" 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 Yates as Village Manager and Yates 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 Yates 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.

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 to and consistent with the professional role and responsibility of the Village Manager.

1.4 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.

1.5 The Village Manager cannot be reassigned from the position of Village Manager to another position without his express written consent. In the event the Village Council determines that the Village Manager should be reassigned to another position, the Village Council will provide the Village Manager with at least thirty (30) days' notice of such reassignment.

1.6 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.

2.1 The Village Manager shall receive an initial annual salary in the amount of \$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 adjustments consistent with any across-the-board adjustments provided to other Village employees.

2.3 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, 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.

Section 3. Relocation Expenses.

3.1 Village Manager shall be entitled to a lump sum relocation allowance of Fifteen Thousand Dollars (\$15,000.00) in recognition of the Village Manager's need to relocate to the area. The Village Manager will provide the Village with receipts related to his relocation for the purposes of reimbursement. Said sum shall be payable to the Village Manager upon full execution of this Agreement.

Section 4. Housing.

4.1 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 August 2022.

Section 5. Performance Evaluations.

5.1 The Village Council shall evaluate the Village Manager every six (6) months for the first eighteen (18) months of his employment, if this Agreement is still in effect and has not been terminated as provided for herein. Thereafter, if the Agreement has not been terminated, the Village shall annually evaluate the performance of the Village Manager within 30 days of the Anniversary Date (i.e., August 1).

5.2 The evaluation specified in Section 5.1 shall be based upon (i) the Village Manager's performance of the duties specified in Section 1 and the Village Manager's achievements of the Village Council's policy directives.

Section 6. Insurance/Retirement Benefits/Life Insurance.

6.1 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").

6.2 Village Manager shall pay the sum of One Hundred and Twenty-Five Dollars (\$125.00) bi-weekly towards a "Family" plan of the group benefits identified in Section 6.1 above.

6.3 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.

6.4 Should the Manual be amended by action of the Village Council, the Village Manager's benefits listed in Section 6.1 shall be changed to match those benefits provided in the amended Manual,

Section 7. Professional Dues and Expenses.

7.1 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.

7.2 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.

7.3 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 moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Section 8. Automobile.

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

Section 9. Annual Leave, Sick Leave and Holidays.

9.1 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.

9.2 The Village Manager's accrual of the benefits specified in Subsection 9.1 shall be based upon the Village Manager's initial employment date with the Village of August 1, 2022.

9.3 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.

Section 10. Travel.

10.1 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.

10.2 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 11. Equipment.

11.1 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 12. Days.

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

Section 13. Indemnification.

13.1 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.

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

13.3 Notwithstanding the provision of Section 13.1, 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.

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

Section 14. Bonds.

14.1 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 15. Reduction of Compensation.

15.1 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.

15.2 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 16. Employment Exclusive.

16.1 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 17. Term.

17.1 The term of this Agreement shall be for an initial period of one (1) year from August 1, 2022 to August 1, 2023, unless terminated by either the Village Council or Village Manager, as provided for in Sections 18-21 of this Agreement.

17.2 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.

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

17.4 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 18-21 of this Agreement.

Section 18. Termination.

18.1 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.

18.2 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 19. Termination Without Cause.

19.1 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.

19.2 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.

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

19.4 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 20. Termination For Cause.

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

20.2 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 the duties specified in this Agreement; or conviction of a felony or plea of no contest to a felony.

Section 21. Resignation.

21.1 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.

21.2 If the Village Manager resigns, then the Village is not obligated to pay severance under Section 22; 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 22. Severance.

22.1 Severance shall be paid to the Village Manager when employment is terminated as defined in Section 19 (Termination without Cause).

22.2 If the Village Manager is terminated as defined in Section 19, 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.

22.3 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.

22.4 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 23. Conflict of Interest Prohibition.

23.1 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.

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

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

Section 24. Confidentiality

24.1 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 25. Miscellaneous Provisions.

25.1 **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.

25.2 **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.

25.3 **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.

25.4 **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.

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

25.6 **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.

25.7 **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.

25.8 **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: Mayor
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6400
Facsimile: (305) 664-6464

With a copy to: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6400
Facsimile: (305) 664-6464

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

IN WITNESS WHEREOF, the Village, by signature of the Mayor as authorized by Council Resolution No. 22-06-43 on 6/21/2022, and Village Manager have signed and executed this Agreement the day and year first above written.

ISLAMORADA, VILLAGE OF ISLANDS

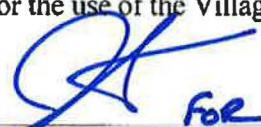
By: 
Pete Bachelier, Mayor

ATTEST:



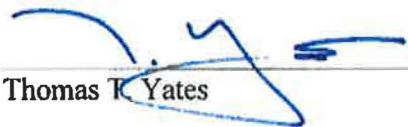
Marne McGrath, Village Clerk

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



Alison F. Smith, Village Counsel

VILLAGE MANAGER



Thomas T. Yates