

RESOLUTION NO. 22-01-09

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FIRST
AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN
THE VILLAGE AND GREGORY J. ORAVEC, AND RATIFYING
ACCEPTANCE OF THE RESIGNATION OF 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, pursuant to Section 7 of the Village Charter, the Village Manager is the Chief Administrative Officer of the Village; and

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

WHEREAS, on June 9, 2021, the Village Council adopted Resolution No. 21-06-53, thereby approving an Employment Agreement between Oravec and the Village; and

WHEREAS, on January 10, 2022, Oravec offered his resignation to the Village Council via a resignation letter (Exhibit "A"), which was verbally accepted by the Village Council during a Special Call Meeting on January 11, 2022; and

WHEREAS, the terms and conditions of the Village Manager's resignation have been set forth in the form of an amendment to the Employment Agreement between the Village and Oravec; and

WHEREAS, the Village Council finds that approval of the First Amendment to Employment Agreement between the Village and 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 First Amendment to Employment Agreement between Islamorada, Village of Islands, and Oravec (the "Amendment"), a copy of which is attached hereto as Exhibit "B," 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 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 Councilman Mark Gregg.

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 27th day of JANUARY, 2022.



PETE BACHELER, MAYOR

ATTEST:



STEPHANIE CONDE, ACTING VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
GREGORY J. ORAVEC**

This FIRST AMENDMENT to the Employment Agreement dated June 10th, 2021, between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (the "VILLAGE"), a Florida municipal corporation and GREGORY J. ORAVEC ("ORAVEC" or the "VILLAGE MANAGER") (the "Amendment") is entered into by and between the VILLAGE and ORAVEC.

Recitals

WHEREAS, ORAVEC is currently employed by the VILLAGE as the Village Manager under an employment agreement that commenced on June 10th, 2021 (the "Employment Agreement"); and

WHEREAS, on January 10, 2022, ORAVEC offered his resignation and presented to the Village Council certain terms and conditions for his resignation; and

WHEREAS, based on his tendered resignation, ORAVEC and the VILLAGE desire to provide a smooth transition for each party; and

WHEREAS, pursuant to the acceptance of the resignation by the Village Council during discussion at the January 11, 2022, meeting, the terms and conditions of the resignation have been set forth in the form of this amendment to the Employment Agreement between ORAVEC and the VILLAGE.

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, ORAVEC and the VILLAGE, intending to be legally bound, agree to the following terms.

TERMS

1. AS TO ORAVEC:

- A. ORAVEC hereby irrevocably resigns from his employment with the VILLAGE as set forth in the resignation letter dated January 10, 2022, and attached hereto as Exhibit "B", with his last day being no later than March 31, 2022.
- B. ORAVEC agrees that he shall not make any public statements disparaging the VILLAGE or in any way interfering with the VILLAGE's search for a new Village Manager.

- C. ORAVEC on behalf of himself, his agents, assignees, attorneys, heirs, executors and administrators, hereby knowingly and voluntarily releases, waives, and forever discharges any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which he has or may have against the VILLAGE from the beginning of the world until the date of execution of this Amendment, including, but not limited to, any claim(s) under the Employment Agreement, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Florida Wage and Hour laws, the Rehabilitation Act of 1973, the Civil Rights Act of 1866, the Florida Civil Rights Act of 1992, the Florida and federal whistle-blower laws, including Section 112.3187, Florida Statutes, any other federal, state or local civil or human rights law, any other federal, state or local law regulation, or ordinance, and/or any public policy, contract or common law claims, including tort claims whether based on common law or otherwise.
- D. ORAVEC acknowledges and agrees that the list of causes of action which have been waived in Section 1.D above is to be illustrative rather than exhaustive and understands and acknowledges that he is waiving and releasing the VILLAGE from any and all causes of action of any nature whatsoever with respect to any alleged acts occurring before the effective date of this Amendment, whether those disputes presently are known or unknown, suspected or unsuspected.
- E. ORAVEC agrees and acknowledges that he has been encouraged to seek the advice of counsel and has either done so or chosen to waive the right to do so.

2. AS TO THE VILLAGE:

- A. The VILLAGE hereby irrevocably accepts ORAVEC's voluntary resignation from his employment with the VILLAGE effective January 10, 2022 (the "Resignation Date") pursuant to the resignation letter attached as Exhibit "B".
- B. Notwithstanding the provisions of Section 20 of the Employment Agreement, upon the Resignation Date, the VILLAGE agrees to:
 - (i) Pay ORAVEC for all of his unused accrued vacation leave and unused accrued sick leave, as accrued pursuant to Sections 7.3 and 20.2 the Employment Agreement, in accordance with the Village's Employees' Policies and Procedures Manual (the "Manual").
 - (ii) Pay ORAVEC his regular salary and housing allowance through March 31, 2022 (minus all applicable withholdings and appropriate payroll deductions), payable in either lump sum or in a continuation of salary on the existing biweekly basis, at the Village Manager's option.
 - (iii) Pay the retirement contributions for the regular salary that ORAVEC is receiving through March 31, 2022, as set forth in Section 2.B.(ii) herein and Section 4 of the Employment Agreement.

- (iv). Maintain policy coverage for health insurance benefits including medical, vision and dental insurance from the date of resignation through March 31, 2022.
- C. The Village Council shall not make any public statements disparaging ORAVEC or interfering in any way with his search for new employment.

3. AS TO THE VILLAGE AND ORAVEC:

- A. In accordance with Section 20.1 of the Employment Agreement, the Village Council and Oravec hereby agree and acknowledge that ORAVEC's last day shall be January 27, 2022, and that the VILLAGE shall provide ORAVEC salary and benefits through March 31, 2022, as set forth in Section 2.B. above.
- B. The VILLAGE and ORAVEC agree and acknowledge that the pay and benefits as delineated in this Amendment constitutes good, valuable and sufficient consideration for ORAVEC's resignation, his full waiver and release of all claims, and his fulfilling all other promises as set forth herein.
- C. The VILLAGE and ORAVEC knowingly, voluntarily, and irrevocable waive their right to a trial by a jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Amendment.
- D. The VILLAGE and ORAVEC agree that this Amendment sets forth the entire agreement between the parties and shall supersede any and all prior agreements, understandings, whether written or oral, between the parties, including the Employment Agreement, except as otherwise specified in this Amendment.
- E. The VILLAGE and ORAVEC agree that if any provision of this Amendment, other than the provisions of 1.D above, is declared illegal or unenforceable by any court of competent jurisdiction and if it cannot be modified to become enforceable, such provision shall immediately become null and void, leaving the remainder of this Amendment in full force and effect.
- F. The VILLAGE and ORAVEC agree that the recitals ("WHEREAS clauses") in the Amendment are true and correct and are incorporated herein by this reference.
- G. The VILLAGE and ORAVEC agree that the effective date of this First Amendment shall be January 27, 2022.

(This space is intentionally left blank)

IN WITNESS WHEREOF, the VILLAGE, by signature of the Mayor as authorized by Council Motion on January 27, 2022, and ORAVEC have signed and executed this Second Amendment on the day set forth below.

ISLAMORADA, VILLAGE OF ISLANDS

By: Pete Bachelier
Pete Bachelier, Mayor

ATTEST:

Date: 4/7/2022

Stephanie Conde
Stephanie Conde, Deputy Village Clerk

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

Roget V. Bryan
Roget V. Bryan, Village Attorney

GREGORY J. ORAVEC

GO
Gregory J. Oravec

Date: 04/08/2022