

RESOLUTION NO. 25-01-02

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE
SEPARATION AGREEMENT AND GENERAL RELEASE BETWEEN
THE VILLAGE AND ROBERT COLE; 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, Section 7(3) of the Village Charter (the "Charter") requires that there is a Village Manager, who serves as the Chief Administrative Officer of the Village; and

WHEREAS, on March 13 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") selected Mr. Robert Cole ("Cole") to serve as the Village Manager, and approved an Employment Agreement between Cole and the Village; and

WHEREAS, Cole will be resigning from his role as Village Manager as more fully outlined in the Separation Agreement attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that approval of the aforementioned Separation Agreement between the Village and Cole 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 Separation Agreement between Islamorada, Village of Islands, and Robert Cole

(Exhibit "A"), together with such non-material changes as may be approved as to form and legality by the Village's special counsel for this matter.

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.

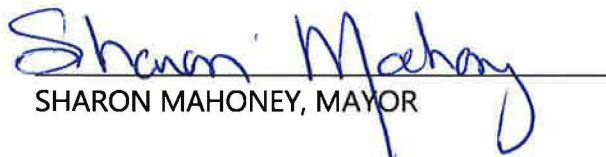
Motion to adopt by Councilwoman Deb Gillis, seconded by Vice Mayor Don Horton.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Sharon Mahoney	YES
Vice Mayor Donald Horton	YES
Councilman Joseph B. Pinder III	YES
Councilman Steve Friedman	NO
Councilman Deborah Gillis	YES

PASSED AND ADOPTED THIS 7TH DAY OF JANUARY 2025.



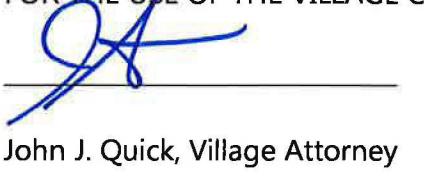
SHARON MAHONEY, MAYOR

ATTEST:



STEPHANIE CONDE, DEPUTY VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF THE VILLAGE COUNCIL ONLY:



John J. Quick, Village Attorney

Date: 1-9-25

SEPARATION AGREEMENT AND MUTUAL GENERAL RELEASE

This Separation Agreement and Mutual General Release (the “Agreement”) is entered into by and between Islamorada, Village of Islands, Florida, a municipal corporation (the “Village”) and Robert Cole (“Cole”) (collectively the “Parties”).

WHEREAS, Cole was hired by the Village as Village Manager pursuant to an Employment Agreement effective March 13, 2024 (the “Employment Agreement”); and

WHEREAS, the Parties believe it to be mutually beneficial for Cole to separate from employment with the Village; and

WHEREAS, Cole resigns from employment with the Village, in exchange for his execution of this Agreement; and

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

Section 1. Separation from Village.

Cole will cease performing all duties of the Village Manager and his role as Village Manager will end effective January 7, 2025 (the “Separation Date”). From the date of execution of this Agreement through the close of business on the Separation Date, Cole shall continue to be paid in bi-weekly installments, along with all benefits to which he is entitled pursuant to the Employment Agreement and general Village policies, as he was preceding execution of this Agreement.

Section 2. Consideration.

In consideration for Cole’s waiver and release of all claims against the Village, and his agreement regarding the Village’s confidential information, as outlined herein, the Village agrees to allow Cole to continue to be employed by the Village until February 28, 2025 (“Last Day”), which will be his last official day of employment. However, Cole will begin administrative leave effective January 8, 2025, and discontinue physically reporting to work after January 7, 2025, during which time the Village will appoint an Interim Village Manager until a permanent manager can be hired. During the period of administrative leave, and until his Last Day, Cole shall continue to be paid in bi-weekly installments, along with all benefits to which he is entitled pursuant to the Employment Agreement and general Village policies. Subsequent to his Last Day, the Village agrees to pay Cole six (6) weeks of severance at his current rate of pay, including housing allowance and an amount equal to the cost of health insurance benefits through COBRA (i.e., “Benefits Allowance”). The total amount of the severance pay (i.e., Cole’s base compensation and housing and Benefits Allowance) will be \$35,247.16. Cole will also be compensated for his accrued vacation leave at his rate of pay in effect at the time of separation, in accordance with the Village’s policies and procedures (i.e., one hundred percent (100%)). The Village shall further reimburse Cole in the amount of \$18,207.02, representing the amount of 401k contributions made to the Village in which Cole will not have vested, plus an estimated 26% tax burden to him. This

payment (i.e., \$58,188.01 plus the vacation leave payout) will be made within ten (10) days of his Last Day. Notwithstanding the fact that Cole will not need to report to work daily, Cole will be reasonably available for consultation with the Village, as necessary, through his Last Day. However, Cole shall not have any involvement in the Village's daily administrative or operational decisions, and will not carry out official duties, unless requested to do so by the Village Council. Although he will remain in a paid status through his Last Day, Cole will not accrue any additional leave or sick time after January 7, 2025. Cole agrees that the payment set forth above is all that he is entitled to receive from the Village as settlement of any and all claims or demands against the Village of any kind or nature that he once had or now has and any claims reasonably related to or arising out of those claims.

Section 3. Adequate Consideration.

Cole agrees that the consideration paid as set forth in paragraph 2 above constitutes adequate and ample consideration for the rights and claims he is waiving under this Agreement and for the obligations imposed upon him by virtue of this Agreement.

Section 4. Assistance Following Separation.

Cole agrees to remain reasonably available to respond to requests for information directed to Cole by the Village for a period of three months after his Last Day. Cole also agrees to cooperate fully with respect to any claim, litigation or judicial, arbitral or investigative proceeding initiated by the Village, any Village employee or agent, or by any regulator, governmental entity, or self-regulatory organization, that relates to or arises from any matter with which Cole was involved during his time as Village Manager, or that concerns any matter of which Cole has information or knowledge (collectively, a "Proceeding"). In addition, Cole agrees to promptly notify the Village Attorney's Office of any requests for information or testimony that Cole receives in connection with any Proceeding relating to the Village's business, unless legally prohibited from doing so. To be clear, notwithstanding any other provision of this Agreement, this Agreement shall not be construed or applied so as to compel any party to take any action, or omit to take any action, requested or directed by any regulatory or law enforcement authority. The Village shall exercise reasonable good faith efforts to minimize its requests for information pursuant to this Section. Subsequent to his Last Day(i.e., February 28, 2025), the Village shall pay for any out-of-pocket costs, such as travel expenses and lost wages, that Cole may reasonably incur in responding to requests for assistance by Village Council.

Section 5. Return of Property.

Cole will forthwith return to the Village all of the Village's property including, but not limited to, computers, computer equipment, office equipment, cell phone, keys, passcards, credit cards, software, computer files, and any other record, document or piece of equipment belonging to the Village or related to the work which Cole has done for the Village. Cole will not retain any copies which are the Village's property, including any copies existing in electronic form, which are in Cole's possession or control. Cole acknowledges that Cole has not and will not destroy, delete, or alter any Village property without the Village's consent.

Section 6. Confidentiality of Exempt and/or Confidential Information Obtained While Village Manager.

A. Cole acknowledges that as a direct result of his position as Village Manager, Cole had access to, learned about, and became familiar with confidential, exempt and privileged information relating to and/or belonging to the Village, its elected officials and/or staff that is not public record (“Confidential Information”). Cole shall not utilize or disclose to any third parties any Confidential Information in any manner whatsoever, unless required by law.

B. Cole agrees that, except as required by a lawful order of a court of competent jurisdiction, validly issued subpoena, or to the extent that he has received written authorization from the Village, he will not, at any time or in any manner whatsoever, either directly or indirectly, reveal, divulge, disclose, or communicate to any person, firm or corporation any Village documents or information that are exempt from or confidential under Section 119.071, Florida Statutes.

C. Nothing in this Agreement shall prevent Cole from responding as required by law to a subpoena or from cooperating with any governmental agency that may initiate contact with Cole in conducting any investigation or inquiry within the scope of the agency responsibility.

Section 5. Non-Disparagement.

The Village, its elected officials and agents shall not make or publish, nor request or cause another to make or publish, any statement verbally or in writing (including online or on social media) that is defamatory or disparaging of Cole and shall not otherwise interfere in any way with his search for new employment. The Village shall further use its best efforts to cause its executive staff members (i.e., the successor Village Manager, the Village Clerk, and Department Directors) not to make or publish, or cause another to make or publish, any statement verbally or in writing (including online or on social media) that is defamatory or disparaging of Cole and shall not otherwise interfere in any way with his search for new employment. Cole agrees that he will not make or publish any statement verbally or in writing (including online or on social media), that defames or disparages the Village, to include its employees, agents, administrators, and Council members. This provision does not prohibit Cole or the Village from providing truthful information or testimony to any law enforcement agency, State Attorney’s Office, Florida Ethics Commission or other governmental entity related to any Village business, including, but not limited to, responding to allegations or inquiries concerning any investigation into or complaints made against Cole or any Village councilmember. It is understood by the Parties that this clause continues beyond the date on which the Agreement becomes effective.

Section 6. General Release of All Claims.

A. Other than the covenants contained in this Agreement, Cole willingly and voluntarily waives and releases any and all known and unknown rights and claims Cole has or may have against the Village and its elected officials and agents, including, but not limited to, any claim(s) under:

- Title VII of the Civil Rights Act of 1964;

- Sections 1981 through 1988 of Title 42 of the U.S. Code;
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990 and all amendments thereto;
- The Fair Labor Standards Act;
- The Older Workers Benefit Protection Act;
- Age Discrimination in Employment Act;
- The Equal Pay Act of 1963;
- The Occupational Safety and Health Act;
- The Family and Medical Leave Act of 1993;
- The Pregnancy Protection Act laws;
- Any Workers Compensation laws;
- Any Unemployment Compensation laws;
- All amendments to such Acts;
- Any other federal, state or local laws;
- All other human rights or fair employment laws or regulations whether federal, state or local; and
- Any public policy, contract, or common law claims, including any tort claims (including all intentional and negligent torts, negligent or intentional infliction of emotional distress, defamation, assault, battery, false imprisonment, wrongful termination, etc.) whether based on common law or otherwise.

B. Other than the covenants contained in this Agreement, the Village, on behalf of itself, its elected officials and agents willingly and voluntarily waives and releases any and all known and unknown rights and claims the Village and its elected officials and agents has or may have against Cole, including, without limitation, any public policy, contract, or common law claims, including any tort claims (including all intentional and negligent torts, negligent or intentional infliction of emotional distress, defamation, assault, battery, false imprisonment, wrongful termination, etc.) whether based on common law or otherwise.

C. These waivers also bar any claim or demand for costs, fees, or other expenses, including attorneys' fees incurred in connection with any of the above referenced claims. The listing of claims waived in this Section is intended to be illustrative rather than exhaustive. Thus, the Parties acknowledge and agree that this Agreement constitutes a full and final bar to any and

all claims of any type that Cole now has against the Village, its elected officials, or agents or that the Village, or its elected officials or agents may have against Cole.

D. To the extent that this waiver and release may require court approval, such as claims arising under Acts providing for workers compensation or FLSA benefits, Cole affirmatively represents and covenants that there are no facts which would support a claim under such Acts and will attest to the same in any court or administrative proceedings.

Section 7. Non-Admission.

Cole and the Village agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by the Village or Cole of any kind.

Section 8. Time for Consideration.

A. Time to Consider Signing Agreement. Cole acknowledges that he has been given a reasonable period of time of not less than twenty-one (21) days within which to decide whether to sign this Agreement. He understands and agrees that he can use all or any part of this period to decide whether to sign this Agreement and that, if he does not use the full period, he voluntarily waives it. He agrees that any changes to this Agreement from that originally presented to him will not restart the twenty-one (21) day consideration period.

B. Seven (7) Day Period to Revoke. For a period of seven (7) calendar days following the signing of this Agreement by Cole, Cole may revoke this Agreement by notifying Alison F. Smith, Esq., Weiss Serota Helfman Cole & Bierman, P.L., 200 E. Broward Blvd., Suite 1900, Fort Lauderdale, FL 33301, in writing, of Cole's decision to revoke his Agreement. This Agreement shall not become effective or enforceable until that revocation period has expired. This Agreement shall become effective and enforceable eight (8) days after it is signed by Cole, unless timely revoked by Cole, in accordance with the provisions of Section 11, below. Cole understands and agrees that, in the event that he timely revokes this Agreement, this Agreement will become null and void, and the Village will owe nothing pursuant to this Agreement.

Section 9. Effective Date.

This Agreement will become effective when each of the following conditions is met: 1) Cole executes this Agreement, and; 2) eight (8) days have expired without revocation by Cole (during the seven (7) day revocation period identified above in Section 10(B)).

Section 10. Governing Law and Interpretation.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida, with exclusive venue in Monroe County, Florida. Its language shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

Section 11. Severability.

Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this in full force and effect. If the waiver language of this Agreement contained in Section 6 is declared unenforceable because of actions taken by Cole or taken on his behalf as directed by him, Cole shall return all monies paid to him under this Agreement with ten (10) calendar days of the date on which the Agreement is declared unenforceable and this Agreement shall immediately become null and void, and the Village will owe nothing further pursuant to that Agreement.

Section 12. Entire Agreement; Amendment.

This Agreement sets forth the entire agreement between Cole and the Village and shall supersede any and all prior agreements or understandings between the Parties. It may not be amended except by a written agreement signed by the Parties. Cole has not relied upon any statements or representations not contained herein.

Section 13. Headings.

Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

Section 14. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

Section 15. Encouragement to Consult Attorney.

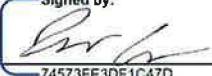
The Village hereby encourages Cole to consult an attorney before signing this Agreement. Cole acknowledges that Cole has consulted an attorney or had a full and complete opportunity to do so before signing this Agreement.

THE PARTIES HAVE READ, UNDERSTOOD, AND FULLY CONSIDERED THIS SEPARATION AGREEMENT AND GENERAL RELEASE AND ARE MUTUALLY DESIROUS OF ENTERING INTO SUCH AGREEMENT. THE TERMS OF THIS AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN COLE AND THE VILLAGE. HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, COLE AND THE VILLAGE FREELY AND KNOWINGLY AND, AFTER DUE CONSIDERATION, ENTER

INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EACH HAS OR MIGHT HAVE AGAINST THE OTHER.

IN WITNESS WHEREOF, the parties have executed this Separation Agreement and General Release as of the date set forth below.

Robert Cole

By: 
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Date: 1/3/2025

Islamorada, Village of Islands

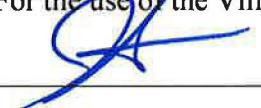
By: 
Sharon Mahoney, Mayor
Date: 1/9/25

Attest:


Marne McGrath, Village Clerk

Date: 1/9/25

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


John J. Quick, Village Attorney

Date: 1-9-25