REPORT OF INVESTIGATION

STATE OF FLORIDA

COMMISSION ON ETHICS

Complaint Number 23-225

NOTICE CONCERNING CONFIDENTIALITY

This report of investigation concerns an alleged violation of Chapter 112, Part III, Florida Statutes, or other breach of public trust under provisions of Article II, Section 8, Florida Constitution. The Report and any exhibits may be confidential (exempt from the public records law) pursuant to Section 112.324, Florida Statutes, and Chapter 34-5, F.A.C., the rules of the Commission on Ethics. Unless the Respondent has waived the confidentiality in writing, this report will remain confidential until one of the following occurs: (1) the complaint is dismissed by the Commission; (2) the Commission finds sufficient evidence to order a public hearing; or (3) the Commission orders a public report as a final disposition of the matter. *See Section 112.3215, Florida Statutes, regarding executive branch lobbying matters and confidentiality.
REPORT OF INVESTIGATION

TITLE: JOSEPH "BUDDY" PINDER, III
       Mayor
       Village of Islamorada, Florida

COMPLAINT NO.: 23-225
                Exhibits A through D

INVESTIGATED BY: Marian W. Lambeth
                 Marian W Lambeth

Distribution: Commission on Ethics
              Respondent
              Advocate
              File

Releasing Authority: Kerrie J. Stillman
                     Executive Director
                     February 29, 2024
                     Date

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REPORT OF INVESTIGATION
COMPLAINT NO. 23-225

(1) Ms. Cheryl Meads of Hobe Sound, alleges that Mr. Joseph B. Pinder, III, Councilmember of Islamorada Village, violated the Code of Ethics for Public Officers and Employees.

(2) The complaint alleges that the Respondent Joseph Pinder "used public funds for his election campaign": 1) by using a Village contract employee who works for a media company to create and post a video on social media, in which the Respondent thanked people for voting for him; and 2) by having another Village employee who was on the clock take part in the video. The complaint alleges the video was created for the purpose of being posted on social media.

(3) The Executive Director of the Commission on Ethics noted that based upon the information provided in the complaint, the above-referenced allegations were sufficient to warrant a preliminary investigation to determine whether the Respondent's actions violated Article II, Section 8(h)(2), Florida Constitution (Abuse of Office for a Disproportionate Benefit) and Section 112.313(6), Florida Statutes (Misuse of Public Position).

(4) The Islamorada Village Council is a five-member Council with each member representing the Village at large. Councilmembers serve a term of two years. Councilmembers are compensated $1,000.00 per month and are entitled to reimbursement for travel and per diem expenses in the performance of their official duties.

(5) The Village Mayor is elected from the Council membership and serves at the pleasure of the Village Council. The Mayor has same legislative powers and duties as other councilmembers. In addition to carrying out these regular duties, the Mayor also presides during meetings of the Council and is recognized as the head of Village government for service of process, ceremonial matters, and the signature or execution of ordinances, contracts, deeds, bonds, and other instruments and documents.

(6) On November 3, 2020, the Respondent was first elected to the Islamorada Village Council. The Respondent was re-elected to the Council on November 8, 2022, and was sworn in on December 6, 2022 (Composite Exhibit A, pages 1 and 2). He currently serves as the Mayor.

(7) Ms. Meads explained that the Respondent posted a "thank you Islamorada" campaign video to his campaign Facebook page for his election in 2020. The 2020 video, she said, shows the Respondent riding his bicycle and is very similar to a subsequent 2022 video (Exhibit A). Both videos, she said, were recorded by Islamorada contract employee Carlos Garcia. Following the filming of the 2020 campaign video, it was the Respondent, she said, who arranged for Mr. Garcia to obtain a contract with the Village, which resulted in the Respondent receiving more media coverage than other Councilmembers.
(8) The Complainant maintains that the 2022 video of the Respondent was an improper use of the Village contract with Mr. Garcia's company, Attention Media, LLC (AML), because, she explained, while the Respondent won the election on November 8, 2022, at that time he was a sitting Council member and yet to be sworn in (December 6, 2022). In addition, she stated, the Respondent had the park attendant halt her official Village duties to be part of the video.

(9) On November 3, 2020, the "Buddy Pinder for Islamorada Village Council" Facebook Page posted a 57 second video titled "Thank you all for your support!!" The video shows the Respondent riding a three wheeled bicycle that has three campaign signs displayed and a large American flag. The campaign signs read: "Buddy Pinder for Village Council Seat 3." (Composite Exhibit A, pages 3-5)

(10) The Respondent stated he was elected in November 2020 and re-elected in November 2022. Carlos Garcia was recommended to him, and, he said, he subsequently engaged Mr. Garcia to film videos for his 2020 campaign. He stated that he personally compensated Mr. Garcia for his 2020 campaign media services.

(11) The Respondent explained that, in the beginning of 2021, Mr. Garcia proposed a media service to the Village Council. The proposal was not approved at first, but, he said, the second time it was offered the proposal was approved unanimously by the Council.

(12) On February 25, 2021, the Islamorada Village Council unanimously approved a four month contract with AML to develop a social media outreach pilot program for the Village. The scope of services included that the content produced for the project would be curated by AML with the direct input from Council members and Village staff, that AML would work closely with each Council member (which would include attending events), and AML would capture the necessary information required to produce the content (Exhibit B, pages 1-14). In June 2021, the Village Council extended the contract for an additional three months (Composite Exhibit B, page 15). On October 25, 2022, the Village Council unanimously approved a continued agreement with AML through September 30, 2023 (Composite Exhibit B, pages 15 -29). The February 25, 2021 and the October 2022 Village contracts with AML include the statement, "AML shall not provide social media or marketing service to political candidates that are running for Village Council or any other position within the Village." (Composite Exhibit B, page 29)

(13) Article 10 of the Contract outlines the "Term and Termination" of the contract and states in part, "This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date..." (Exhibit B, page 22)

(14) Village Clerk Marne McGrath explained the proposed contract renewal was removed from the January 9, 2024, Village Council meeting and the contract reverted to a month to month agreement until a new City Manager was appointed.

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1 The video was posted to Islamorada Social Instagram account on November 14, 2022.
(15) Mr. Carlos Garcia, Owner of Attention Media, LLC (AML), acknowledged filming the 2020 campaign video for the Respondent that, he said, was filmed on Election Day 2020 (Composite Exhibit A, pages 3-5). Mr. Garcia added that the 2020 campaign video was filmed prior to the contract AML entered into with the Village on February 25, 2021 (Composite Exhibit B, pages 1-2).

(16) During the 2020 Village election, Mr. Garcia said, he filmed campaign videos for two candidates, one of whom was the Respondent. Both candidates, he advised, won their respective elections. Following the election, he said he asked them if he could present an idea to the Council. He subsequently presented his strategy to create a media presence for the Village, and he explained, the Council liked the idea and the unanimously approved a contract with AML.

(17) Village Clerk McGrath confirmed that Mr. Garcia had administrative rights to the Village social media platforms and that there was minimal oversight of Mr. Garcia's postings, with times where an approval protocol was absent. Former Village Manager Greg Oravec, who resigned in March 31, 2022, approved social media postings during his seven month tenure with the Village. Beginning July 2023 through January 2024, Human Resources Director Evie Engelmeye posted content to the Village social media accounts, and thereafter an AV/Social Media Specialist assumed those duties.

(18) Mr. Garcia stated his company was contracted to inform residents about Village events and to encourage citizens to engage with the community. Mr. Garcia said that, generally, when he films a video, they are filmed with very little preparation. Often, he explained, an idea is shared with him and he (AML) creates a brief "point and shoot" video. Mr. Garcia said the Village hosts its own websites, including the Islamorada Social Facebook page, Instagram and YouTube, and that he posts videos to the Village's social media page(s). He added that his videos, once posted, are in the public domain.

(19) On November 14, 2022, AML released a video to its Islamorada Social Instagram titled, "Thank you Islamorada." (Composite Exhibit A, page 6) On November 15, 2022, the same video was posted to Islamorada Social's Facebook and YouTube Channels (Composite Exhibit A, pages 7-8). The video is 86 seconds long and shows the Respondent riding a three-wheeled bicycle with campaign signs displayed and a large American flag. The campaign signs read, "Joseph "Buddy" Pinder for Islamorada Village Council, Seat 1 – Paid by Joseph "Buddy" Pinder Candidate for Village Council Seat 1." (Composite Exhibit A, page 4) The video is 1:26 in length. In the video, the Respondent is observed riding a three-wheeled bicycle approaching the entrance to Founder's Park. At the 22 second mark of the video, the Respondent stops to "high five" the park attendant (Mary Dobson) and rides away at the 26 second mark.

(20) Mr. Garcia said the Respondent determined the content of the "Thank You Islamorada" (2022) video and they met at the park during the afternoon to film. Mr. Garcia denied receiving any additional compensation directly from the Respondent for the video.
(21) Mr. Garcia stated he did not recall if he asked the Founder's Park attendant to high-five the Respondent or if it was spontaneous. He said he likely told her that he was making a video and someone would be coming by on a bicycle. Mr. Garcia stated he was unaware of any planning or discussion between the Respondent and the attendant for the video.

(22) Mr. Garcia explained that a video such as the 2022 video of the Respondent is generally filmed in segments. He said, he films one segment, then moves forward, films another segment, then moves forward, and so on, until the entire scene is completed. Mr. Garcia stated the "Thank you Islamorada" video was filmed on the afternoon of November 13, 2022 between 2:00 to 3:00 p.m., when, he said, the sun was not too strong. He said the video was released November 14 on Instagram and November 15 on YouTube and Facebook (Exhibit A, pages 6-8).

(23) The Respondent stated the 2022 "Thank you Islamorada" video was filmed approximately one week following the election between the hours of 12:00 noon to 3:00 p.m. The Respondent stated that, in his view, the purpose of the video was to express his thanks to the community following his election. The 2022 video content, he said, was determined by Mr. Garcia and was similar to the video Mr. Garcia filmed for him in 2020. He explained they met at the park, he rode his bike through the park gate, as everyone must, and then rode around the lighthouse. The Respondent estimated the entire process took about three minutes.

(24) The Respondent denied any prior discussion with the park attendant or park supervisor(s), and maintained Mr. Garcia advised him what to do and what to say.

(25) The approved timesheet for Park Attendant Mary Dobson indicates she worked from 12:24 pm to 5:23 pm on Sunday, November 13, 2022. Ms. Dobson did not report work hours on November 14 or 15, 2022 (Exhibit C, page 2).

(26) Multiple attempts to contact Facilities Attendant Mary Dobson were unsuccessful.

(27) Facilities Supervisor Anne Onsgard stated by telephone that she was not familiar with the "Thank You Islamorada" video. Park Attendant Mary Dobson, she explained, is a part time employee, and, while Ms. Dobson's hours vary, she generally works Wednesdays through Sundays. Ms. Onsgard said there is a telephone in the park office, but there is no telephone in the park attendant booth. She stated that she has appeared in AML videos before and said the videos are typically "free-flowing" and not planned or structured.

(28) Mr. Garcia stated he regularly contacts all the Council members to see if they have a topic suitable for a video or if they will be attending a particular event. Recently, he said, he became aware of comments suggesting the Respondent received more coverage on the Islamorada Social platform than other Council members. Mr. Garcia explained that the Respondent has been filmed more than others because he generally accepts his (Garcia's) invitations, while other Council members typically decline. Mr. Garcia added that, following the 2022 election, he contacted the three incumbents, including the Respondent, and invited them to create a thank you-type video. The Respondent, he said, accepted the invitation and the two other incumbents contacted declined. Their responses, he indicated, were not unusual.
(29) Mr. Garcia said his videos receive 99% positive feedback and that he collects data on his video projects. In 2023, he said, he recorded 84 videos for the Village, 14 of which were of the Respondent. Eight of the 14, he said, were filmed during community events. Therefore, in his view, the Respondent appeared in six videos, just slightly above the average of 4.6 videos per Councilmember (Composite Exhibit B, page 30).

(30) The Respondent stated he is very active and involved in the community. He explained Mr. Garcia was hired to take videos and that he (Garcia) joined him to film events such as a Chamber of Commerce luncheon, Memorial or Veterans Day events, or the Alligator Swim. The Respondent stated the other Council members tend to decline offers to appear in video.

(31) On December 12, 2023, the Council considered approval of a one year contract with AML. During the meeting, Interim Village Manager Kimberly Matthews advised the Council that initially, the AML contract was a Council driven initiative; however, she added, Mr. Garcia should report to the Village Manager. Additionally, she explained that because direction had been coming from Council, the practice complicates proper oversight of a contract and/or vendor.

(32) Also on December 12, 2023, Village Attorney John Quick commented that the Village Charter provides that the Council itself employs only two people, the Village Manager and the Village Attorney. Everyone else, employee or vendor, he explained, reports to the Village Manager or the Manager's appointed staff. He added that communications between vendors and Council members should flow through the Village Manager or designated staff, including any request for a video.

(33) On January 22, 2024, Interim Village Manager Kimberly Matthews issued a notice of termination of the agreement between the Village and AML, effective February 1, 2024 (Exhibit B, page 31).

(34) Mr. Garcia said he believes the termination of his contract was in response to the interpretation of Section Five of the Village Charter. He explained that, due to multiple staff turnovers at the Village, he ultimately began working and collaborating directly with Council members. This, he opined, did not sit well with a couple of the Council members, and in combination with the feelings that the Respondent received more media coverage than the other members, his contract was terminated.

(35) The Respondent opined there is some discord amongst Village staff about Mr. Garcia's contract/services with the Village. He added that he is one of five votes on the Council and denied having any influence in the engagement or separation of Mr. Garcia's (AML) contract with the Village.

(36) Interim Village Manager Matthews explained, that upon her arrival to the Village, she discussed the AML contract with various staff and Council members. Afterward, she said, internet technology staff conducted an audit which, she said, determined AML was not meeting the requirements of the contract (Exhibit D). Ms. Matthews said neither staff nor Council members expressed objection to the termination of the AML contract.
END OF REPORT OF PRELIMINARY INVESTIGATION
EXHIBIT A
Five Islamorada council members raised their right hand as Monroe County Judge Sharon Hamilton swore them in to their seats to kick off the Dec. 6 meeting. A dwindling build permit supply, a lack of affordable housing, transportation and the future of the fills are among the many issues the new dais will face heading into a busy 2023 in the village.

Incumbents Buddy Pinder, Henry Rosenthal and Mark Gregg return to the dais for a second term on the council following their victories on Election Night. Sharon Mahoney, a longtime resident and business owner, and Elizabeth Jolin, local fishing guide and former village Achievable Housing Advisory Committee member, join the dais for the first time following election wins against their opponents.

Following the swearing-in, the council went to work by selecting Buddy Pinder as mayor and Sharon Mahoney as vice mayor for the year. While the decision for mayor was unanimous, it didn’t go without some discussion. Councilman Mark Gregg issued his support for Pinder, who received the most votes of any candidate running for council.

"I can tell you I’ve seen no one do a better job. He loves the job and is enthusiastic about it," Gregg said.

Rosenthal, who served the previous year as vice mayor, responded by nominating himself. In his remarks, Rosenthal said he’s qualified and would benefit from the title to bring progress on some village matters.

"I have a great deal on my plate right now in order for me to be successful; this title is very important," he said. "There's nobody that can get it done quicker or better. This is my service not only to Islamorada but to the county as well."

Council members voted 5-0 to bring Pinder back to the mayor's seat and 5-0 to name Mahoney as vice mayor.

Village Manager Ted Yates opened comments by welcoming the new council.

"Elections are very, very difficult. They drain you physically, financially and emotionally," he said. "I congratulate you for enduring the storm and really looking forward to the next two years. I look forward to the opportunity and I know we'll do a lot of great things."
Thank you all for your support!!! 🎉👏👏👏

By Buddy | Facebook

Buddy Pinder
November 3, 2020
Thank you all for your support!!!...
Thank you all for your support!!! 🦅 US

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- Jose Peixoto:
  Congratulations

- Vel Robertson: Congratulations, Buddy Pinder

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Thank you all for your support!!! 🎉🎉🎉

Buddy Pinder
November 3, 2020 - 💌
Thank you all for your support!!!

Jose Peixoto
Congratulations
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Vel Robertson
Congratulations, Buddy Pinder
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Islamorada, Village of Islands
November 15, 2022

Councilman Buddy Pinder would like to thank the community.

THANK YOU ISLAMORADA

Islamorada, Village of Islands
April 9, 2023

Mayor Buddy Pinder applied to be on the Board of the Florida League of Mayors. The Florida League of Mayors is a statewide organization that focuses on connecting Mayors in different events so they can learn from each other, learn how to solve common challenges and bring solutions to their cities.

#leagueofmayors #LeagueOfCities
RESOLUTION NO. 21-02-17

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH ATTENTION MEDIA, LLC, TO PROVIDE A SOCIAL MEDIA OUTREACH PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at its regular meeting on February 4, 2021, the Village Council of Islamorada, Village of Islands (the “Village Council”) discussed engaging a consultant to provide a social media outreach program for the Village; and

WHEREAS, the Village Council discussed the services offered by Attention Media, LLC, and gave direction to Village staff to further discuss and prepare an agreement with Attention Media, LLC for consideration by the Village Council; and

WHEREAS, Attention Media, LLC, is willing to provide services to the Village for not-to-exceed amount of Twenty-four Thousand and no/100 Dollars ($24,000.00) paid in equal monthly installments for a four (4)-month period; and

WHEREAS, the Village Council finds that the engagement of Attention Media, LLC, to provide a social media outreach pilot program 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 Purchase. The Village Council hereby approves the engagement of Attention Media, LLC, to provide a social media outreach pilot program at a
cost not to exceed Twenty-four Thousand and no/100 Dollars ($24,000.00) as set forth in the Agreement attached as Exhibit "A."

**Section 3. Authorization of Fund Expenditure.** The Village Manager is hereby authorized to expend budgeted funds for the purchase.

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

Motion to adopt by Councilman Mark Gregg, second by Vice Mayor Pete Bacheler.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Joseph B. Pinder III \hspace{1cm} YES  
Vice Mayor Pete Bacheler \hspace{1cm} YES  
Councilman Mark Gregg \hspace{1cm} YES  
Councilman Henry Rosenthal \hspace{1cm} YES  
Councilman David Webb \hspace{1cm} YES  

**PASSED AND ADOPTED ON THIS 25th DAY OF FEBRUARY 2021.**

\[Signature\]  
JOSEPH B. PINDER III, MAYOR

ATTEST:

\[Signature\]  
KELLY TOTH, VILLAGE CLERK

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

\[Signature\]  
ROGET V. BRYAN, VILLAGE ATTORNEY
AGREEMENT

THIS IS AN AGREEMENT, dated the 1st day of March 2021, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

ATTENTION MEDIA LLC
a Florida limited liability company, authorized to do business in the
State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context, and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE desires the services of an independent contractor to develop and implement a social media outreach program and other related services for the Village (the "Services").

1.2 On February 04, 2021, the VILLAGE received a proposal from CONTRACTOR to develop and implement a social media outreach program and other related services for the Village (the "Services").

1.3 On February 25, 2021, the Village Council approved Resolution No. ____, thereby authorizing the Village Manager to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the scope of services attached hereto as Exhibit "A" and as more particularly described herein.

ARTICLE 2
SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all the materials, tools, supplies, and labor necessary to perform all of the work described in the Scope of Services, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".
2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the VILLAGE by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors, or omissions.

ARTICLE 3
TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project implementation timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

3.2 This Agreement shall commence on the date this Agreement is fully executed by all parties.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

ARTICLE 4
CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Scope of Services attached hereto and made a part hereof as Exhibit "A". A total contact price hereto is referred to as Contract Sum and shall not exceed Twenty-Four Thousand Dollars ($24,000.00).

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A".

4.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.
4.5 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-CONTRACTORs and subcontractors, suppliers, and labors.

**ARTICLE 5**

**CONTRACTOR'S LIABILITY INSURANCE**

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Village prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.


5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

a) Workers' Compensation Insurance – as required by law;
b) Comprehensive General Liability Insurance - $1,000,000 per occurrence;
c) Automobile Liability Insurance - $1,000,000 per occurrence, $1,000,000 per Accident for bodily injury and $1,000,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.
 ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the VILLAGE’s property and properties utilized by CONTRACTOR from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

 ARTICLE 7
CONTRACTOR’S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with the above-mentioned matters, except if the VILLAGE fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the Village liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the Village may possess. The Village specifically reserves all rights as against any and all claims that may be brought.

 ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR’s activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime.
ARTICLE 9
PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Village Code of Ordinances and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

- PROJECT NAME
- PROJECT DESCRIPTION
- ESTIMATED PROJECT COST
- ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
- ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for a period of four (4) months from the date of the execution. This Agreement may be otherwise renewed or extended such time as is contemplated by the VILLAGE and agreed to by CONTRACTOR, subject to a written amendment or renewal executed by parties.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and
made a part of this Agreement, as if written herein word for word: this Agreement; CONTRACTOR's proposal to develop and implement a social media outreach program and other related services for the Village as set forth in and made a part of this Agreement in Exhibit "A"; and all other exhibits thereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require all subcontractors to keep books and records as may be necessary to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.
13.4 Ownership of Documents. Reports, surveys, plans, studies, and other data provided in connection with this Agreement are and shall remain the property of Village.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Maria T. Bassett, Acting Village Manager
           Village Administration Center
           Islamorada, Village of Islands
           86800 Overseas Highway
           Islamorada, Florida 33036

Copy To: Roget V. Bryan, Village Attorney
          Islamorada, Village of Islands
          86800 Overseas Highway
          Islamorada, Florida 33036

CONTRACTOR: Attn: Carlos E. Garcia
              Attention Media LLC
              216 Coral Road
              Islamorada, Florida 33036

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.
13.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.12 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.13 **Attorney’s Fees.** To the extent authorized by law, if either party sues for enforcement of this Agreement, the prevailing party shall be entitled to attorney’s fees and court costs in addition to any other remedy afforded by law.

13.14 **Extent of Agreement.** This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral.

13.15 **Waiver.** Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

(This space intentionally left blank)
IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its ________________, duly authorized officer to execute same.

VILLAGE
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: ____________________________
Maria T. Bassett, Acting Village Manager

AUTHENTICATION:

______________________________
Kelly Tolth, Village Clerk
(SEAL)

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

______________________________
Roget V. Bryan, Village Attorney
CONTRACTOR

By: [Signature]
Carlos E. Garcia, behalf of Attention Media LLC.

WITNESSES:
[Signature]
Bobble Fisher

ATTEST:

SECRETARY

STATE OF FLORIDA    )
COUNTY OF Monroe    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared [Name], as [Title], of [Company], a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of [Title], for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 1 day of March, 2021.

[Signature]
NOTARY PUBLIC

My Commission Expires:

[Notary Seal]

Page 10 of 12
Exhibit "A"
SCOPE OF SERVICES

1. Attention Media LLC ("CONTRACTOR" or "AML") will develop and implement a social media focused community outreach content pilot project (the "Project") for the VILLAGE which focuses on improving transparency and expanding the online communication efforts from the Village Council and Village staff to the community.

2. The scope of services also includes the creation of a social media handbook / "best practices manual" ("Manual") for the VILLAGE, to be utilized as the official social media communication guidelines for the Village Council and/or Village staff. The Manual shall be developed in coordination with Village staff, specifically the Village Public Information Officer (PIO) to ensure compliance with applicable laws, policy, and procedures. The creation of the manual shall also take into account recommendations obtained from research and interactions with social media managers from other municipalities.

3. The content produced for the Project may be available for viewing in an entirely different official website (the "Platform") or in the Village's website and/or on social media accounts or via text messages. If possible, the content produced for the Project may also be broadcast on the Village's Xfinity cable channel.

4. The content for the Project will be in the format of pictures, videos and sound materials that will be curated and produced by AML with direct input from members of the Village Council and assistance from Village staff.

5. The content creation process consists of AML working closely with each council member and includes attending events and/or meeting council members in different locations, to determine, and capture the necessary information required to produce said content.

6. Any content produced for the Project involving any Council members shall not be related to any topic that is reasonably anticipated to be coming up for voting or discussion by the Village Council during a public meeting, unless the purpose is to simply notify the community of what items will be discussed on an upcoming meeting agenda.

7. Any content produced for the Project shall not involve two or more council members directly discussing any specific topics outside of a publicly noticed meeting. However, content may involve a picture or video or sound material of one or more council members attending a group activity, a tour of a local facility, a business roundtable, business inauguration or other such public activities.

8. Any content produced for the Project shall not involve a council member commenting on another council member, or utilize pictures, videos, or sound material on any topics directed to opinions, statements, or activities of another council member.
9. All content produced for the Project will be archived daily utilizing appropriate archiving solutions applicable to local governments and public records compliance.

10. All content produced for the Project will adhere to applicable Sunshine and Public Records Disclosure laws. AML will work with Village Staff prior to release of any content.

11. All video content produced for the Project will have closed captioning that is available on all platforms utilized for accessing such content.

12. **Reporting.** CONTRACTOR shall provide the Village Council with a report on the development and activities undertaken under the Pilot Program. Such report will be provided to Village Council no later than 15 days before the expiration of this Agreement, so that Village Council can determine the viability for continuation and/or expansion of the pilot program.

13. **Payment.** Payment for the services rendered hereunder shall be paid monthly in the amount of Six Thousand Dollars ($6,000.00) not to exceed 4 monthly payments or Twenty-Four Thousand Dollars ($24,000.00) in total compensation during the Term. The first monthly payment will be payable upon execution of this Agreement and then every thirty (30) days thereafter for 3 monthly payment periods.

14. **Non-Compete.** The non-compete clause contained herein serves to protect the best interest of the parties and avoid any potential conflict of interest related to the performance of the Services hereunder.
   
   a. AML shall not provide social media or marketing services to individuals or organizations that are engaging in hostile activities towards the Village or its Council members.

   b. AML shall not provide social media or marketing services to political candidates that are running for Village Council or any other position within the Village.
RESOLUTION NO. 22-10-118

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH ATTENTION MEDIA, LLC, TO PROVIDE A SOCIAL MEDIA OUTREACH PROGRAM; APPROVING A WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, In February of 2021, the Village agreed to a four (4) month pilot program with Attention Media that was extended for an additional three (3) months in June of 2021; and

WHEREAS, During the FY 2021-2022 budget preparation process, $66,000.00 was included in the PR (Public Relations)/Advertising expenditure account budget in the Village Council Department of the General Fund for Attention Media's services; and

WHEREAS, In November of 2021, Attention Media’s contract was approved by Council that provided a $6,000 monthly payment for a ten (10) month term. The current contract expired on September 30, 2022; and

WHEREAS, the adopted FY 2022-2023 Village Council Department budget includes Sixty-six Thousand and no/100 Dollars ($66,000.00) for Attention Media’s services; and

WHEREAS, under his authority, the Village Manager prepared an eleven (11) month Agreement for services for the month of Attention Media for $6,000.00, starting November 1, 2022 and ending September 30, 2023; and

WHEREAS, the Village Council finds that the continued engagement of Attention Media, LLC, and the Village’s social media outreach program through September 30, 2023,
for an additional Sixty-six Thousand and no/100 Dollars ($66,000.00) 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 Purchase. The Village Council hereby approves the
Fourth Amendment to the Agreement with Attention Media, LLC, for the Village social media
outreach program at an additional cost not-to-exceed Sixty-six Thousand and no/100
Dollars ($66,000.00) as set forth in the Amendment attached as Exhibit "A."

Section 3. Waiver of Competitive Bidding. In accordance with Section 2-328(1) and
2-328(3) of the Village’s Code of Ordinances, the Village Council hereby approves a waiver of
competitive bidding to engage Attention Media, LLC.

Section 4. Authorization of Fund Expenditure. The Village Manager is hereby
authorized to expend budgeted funds for the purchase.

Section 5. Effective Date. This Resolution shall take effect immediately upon
adoption.

Motion to adopt by Councilman David Webb second by Mayor Pete Bacheler

PASSED AND ADOPTED ON THIS 25th DAY OF OCTOBER 2022.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Councilman Mark Gregg  Yes
Councilman Joseph B. Pinder III  Yes
Councilman David Webb  Yes
Vice Mayor Henry Rosenthal

Mayor Pete Bacheler

Yes

Yes

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 QUICK, INTERIM VILLAGE ATTORNEY
AGREEMENT

THIS IS AN AGREEMENT, dated the 1st day of November, 2022 between ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, hereinafter "VILLAGE," and ATTENTION MEDIA LLC, a Florida limited liability company, authorized to do business in the State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

ARTICLE 1

PREAMBLE

1.1 In order to establish the background, context, and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.2 The VILLAGE desires to continue the services of CONTRACTOR to develop and implement a social media outreach program and other related services for the Village (the "Services").

1.3 On October 25th, 2022, the Village Council approved Resolution No. 22-198, thereby authorizing the Village Manager to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the scope of services attached hereto as Exhibit "A" and as more particularly described herein.

ARTICLE 2

SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all the materials, tools, supplies, and labor necessary to perform all the work described in the Scope of Services, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A."

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.
2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the VILLAGE by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors, or omissions.

ARTICLE 3

TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a monthly project implementation timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

3.2 This Agreement shall commence on the date this Agreement is fully executed by all parties.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

ARTICLE 4

CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with CONTRACTOR’s Scope of Services attached hereto and made a part hereof as Exhibit "A". A total contract price hereto is referred to as Contract Sum and shall not exceed Sixty-Six Thousand Dollars ($66,000.00).

4.2 The VILLAGE will make monthly payments to CONTRACTOR in the amount of Six Thousand Dollars ($6,000) for completed and proper work as defined in this Agreement.

4.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.4 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition
applies to; *inter alia*, all sub-CONTRACTORs and subcontractors, suppliers, and labors.

**ARTICLE 5**

**CONTRACTOR'S LIABILITY INSURANCE**

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Village prior to the commencement of the work These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.


5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- Workers' Compensation Insurance - as required by law.
- Comprehensive General Liability Insurance - $1,000,000 per occurrence.
- Accident for bodily injury and $1,000,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy.

5.7 No performance bond will be required by CONTRACTOR during the term of this Agreement.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary.
depending upon the exposures.

**ARTICLE 6**

**PROTECTION OF PROPERTY**

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the VILLAGE's property and properties utilized by CONTRACTOR from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

**ARTICLE 7**

**CONTRACTOR'S INDEMNIFICATION**

7.1 The CONTRACTOR agrees to release the VILLAGE from and against all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with the above-mentioned matters, except if the VILLAGE fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the Village liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the Village may possess. The Village specifically reserves all rights against all claims that may be brought.

**ARTICLE 8**

**INDEPENDENT CONTRACTOR**

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint
employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime.

**ARTICLE 9**

**CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

9.1 The VILLAGE or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Village Code of Ordinances and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

9.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

**ARTICLE 10**

**TERM AND TERMINATION**

10.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

10.2 This Agreement shall take effect on November 1, 2022, and continue for a period of eleven (11) months from the date of the execution. This Agreement may be extended on a month-to-month basis by the Village Manager for a period not to exceed four (4) months.

**ARTICLE 11**

**INTELLECTUAL PROPERTY**

11.1 The Village is granted the right to reproduce any work created by the CONTRACTOR under this Agreement or any prior agreement. CONTRACTOR, in consideration for payment pursuant to the terms of the Agreement or any prior agreement, gives up and transfers to the VILLAGE all its ownership rights to all video/photographic material it generates pursuant to this Agreement, which shall include all DVDs, footage, prints and electronic media, for VILLAGE’s unfettered use, including use on the web site, social
media accounts, and for educational, marketing, and promotional purposes now and in connection with future programs/activities. CONTRACTOR will not use any such material other than as required under this agreement without the written authorization of the VILLAGE.

ARTICLE 12

CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; CONTRACTOR's proposal to develop and implement a social media outreach program and other related services for the Village as set forth in and made a part of this Agreement in Exhibit "A," and all other exhibits thereto.

ARTICLE 13

MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval.

13.3 Records. CONTRACTOR shall keep books and records and require all subcontractors to keep books and records as may be necessary to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

13.4 VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this agreement;
(b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) 13.7 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(d) 13.8 Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

13.5 Ownership of Documents. Reports, surveys, plans, studies, and other data provided in connection with this Agreement are and shall remain the property of Village.

13.6 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

13.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Ted Yates, Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: Attn: Carlos E. Garcia Attention Media LLC 216 Coral Road
Islamorada, Florida 33036

7
13.8 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.9 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.10 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.11 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect to the fullest extent permitted by law.

13.12 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.13 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.14 Attorney's Fees. To the extent authorized by law, if either party sues for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.15 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral.

13.16 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

(This space intentionally left blank)
IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its ____ , duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

AUTHENTICATION:

(SEAL)

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

Attest:

Marne McGrath, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By: ____________________________

Ted Yates, Village Manager

Date: 10.31.22

ATTENTION MEDIA, LLC
(CONTRACTOR)

By: ____________________________

Carlos Garcia
Attention Media

Date: 10.2.22

Witness

Witness

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B-26
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Carlos Garcia as President of Attention Media, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of __________, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ______ day of November, 2022.

[Signature]
NOTARY PUBLIC

My commission Expires: 8/17/2026
EXHIBIT A

SCOPE OF SERVICES

Attention Media LLC ("CONTRACTOR" or "AML") will develop and implement a social media focused community outreach program (the "Program") for the VILLAGE which focuses on improving transparency and expanding the online communication efforts from the Village Council and Village staff to the community.

The scope of services includes the creation of a social media handbook / "best practices manual" (Manual) for the VILLAGE, to be utilized as the official social media communication guidelines for the Village Council and/or Village staff. The Manual shall be developed in coordination with Village staff, specifically the Village Public Information Officer (PIO) to ensure compliance with applicable laws, policy, and procedures. The creation of the manual shall also take into account recommendations obtained from research and interactions with social media managers from other municipalities.

The content produced for the Program may be available for viewing in an entirely different official website (the "Platform") or in the Village's website and/or on social media accounts or via text messages. If possible, the content produced for the Project may also be broadcast on the Village's Xfinity cable channel.

The content for the Program will be in the format of pictures, videos and sound materials that will be curated and produced by AML with direct input from members of the Village Council and assistance from Village staff.

The content creation process consists of AML working closely with each council member and includes attending events and/or meeting council members in different locations, to determine, and capture the necessary information required to produce said content.

Any content produced for the Program involving any Council members shall not be related to any topic that is reasonably anticipated to be coming up for voting or discussion by the Village Council during a public meeting, unless the purpose is to simply notify the community of what items will be discussed on an upcoming meeting agenda.

Any content produced for the Program shall not involve two or more council members directly discussing any specific topics outside of a publicly noticed meeting. However, content may involve a picture or video or sound material of one or more council members attending a group activity, a tour of a local facility, a business roundtable, business inauguration or other such public activities.

Any content produced for the Program shall not involve a council member commenting on another council member, or utilize pictures, videos, or sound material on any topics directed to opinions, statements, or activities of another council member.
All content produced for the Program will be archived daily utilizing appropriate archiving solutions applicable to local governments and public records compliance.

All content produced for the Program will adhere to applicable Sunshine and Public Records Disclosure laws. AML will work with Village Staff prior to release of any content.

All video content produced for the Program will have closed captioning that is available on all platforms utilized for accessing such content.

Reporting. CONTRACTOR shall provide the Village Council with a report on the development and activities undertaken under the Program. Such report will be provided to Village Council on a quarterly basis, so that Village Council can determine the viability for continuation and / or expansion of the Program.

AML shall not provide social media or marketing services to individuals or organizations that are engaging in hostile activities towards the Village or its Council members.

AML shall not provide social media or marketing services to political candidates that are running for Village Council or any other position within the Village.

Attest:

Marne McGrath, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By: _______________________
Ted Yates, Village Manager

Date: __/__/2023

ATTENTION MEDIA, LLC
(CONTRACTOR)

By: _______________________
Carlos Garcia
Attention Media

Date: _______________________

Witness

Witness

Page 12 of 12

B-29
<table>
<thead>
<tr>
<th>Name</th>
<th>Total</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice Mayor Mahoney</td>
<td>2</td>
<td>2.38%</td>
</tr>
<tr>
<td>Islamorada Social</td>
<td>2</td>
<td>2.38%</td>
</tr>
<tr>
<td>Council Member Rosenthal</td>
<td>3</td>
<td>3.57%</td>
</tr>
<tr>
<td>Council Member Greg</td>
<td>3</td>
<td>3.57%</td>
</tr>
<tr>
<td>Attorney John Quick</td>
<td>3</td>
<td>3.57%</td>
</tr>
<tr>
<td>MCSO Islamorada</td>
<td>3</td>
<td>3.57%</td>
</tr>
<tr>
<td>Council Member Jolin</td>
<td>4</td>
<td>4.76%</td>
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<tr>
<td>Islamorada Fire Rescue</td>
<td>5</td>
<td>5.95%</td>
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<tr>
<td>Survey/ Other Announcements</td>
<td>6</td>
<td>7.14%</td>
</tr>
<tr>
<td>In The Community</td>
<td>8</td>
<td>9.52%</td>
</tr>
<tr>
<td>Village Related</td>
<td>7</td>
<td>8.33%</td>
</tr>
<tr>
<td>Founders Park</td>
<td>8</td>
<td>9.52%</td>
</tr>
<tr>
<td>Community Events</td>
<td>8</td>
<td>9.52%</td>
</tr>
<tr>
<td>Other Videos</td>
<td>8</td>
<td>9.52%</td>
</tr>
<tr>
<td>Mayor Buddy Pinder</td>
<td>14</td>
<td>16.67%</td>
</tr>
<tr>
<td>Total</td>
<td>84</td>
<td>100%</td>
</tr>
</tbody>
</table>

Mayor Buddy Pinder (Excluding Community Events) | 6 | 7.14% |
January 22, 2024

Attention Media LLC
Attn: Carlos E. Garcia
216 Coral Road
Islamorada, Florida 33036

Re: Agreement between Islamorada, Village of Islands, Florida (the “Village”) and Attention Media LLC, dated November 1, 2022 (the “Agreement”)

Mr. Garcia,

This letter is to advise you that pursuant to Section 10.1 of the referenced Agreement, the Village is terminating the Agreement effective February 1, 2024. As provided for in Section 10.1 of the Agreement, please furnish all finished or unfinished documents, reports, surveys, emails and videos relating to the Agreement to the Village Clerk by the termination date. In particular, those videos from Tallahassee during next weeks Key’s Days, in order to meet your contractual obligations through the termination date.

As provided in the Agreement, you shall be paid for services rendered through the date of termination.

Respectfully,

Kimberly Matthews
Village Manager
# Time Card

**Pay Period:** B 11/1/2022 - 11/30/2022

<table>
<thead>
<tr>
<th>Date</th>
<th>In</th>
<th>Out</th>
<th>Pay Code</th>
<th>Time Logged</th>
<th>Daily Total</th>
<th>Total Time</th>
<th>Amount</th>
<th>Comment</th>
<th>Employee Approval</th>
<th>Supervisor Approval</th>
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<tbody>
<tr>
<td>Wed, 11/2/2022</td>
<td>13:25</td>
<td>18:33</td>
<td>01-1 (Hourly)</td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
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<td>Mote, Alicia (AM) 11/06/2022 08:50</td>
<td>Mote, Alicia (AM) 11/06/2022 08:56</td>
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<tr>
<td>Thu, 11/3/2022</td>
<td>08:56</td>
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<td>01-1 (Hourly)</td>
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<td>Mote, Alicia (AM) 11/06/2022 08:50</td>
<td>Mote, Alicia (AM) 11/06/2022 08:56</td>
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<tr>
<td>Fri, 11/4/2022</td>
<td>13:23</td>
<td>18:23</td>
<td>01-1 (Hourly)</td>
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<td></td>
<td>Mote, Alicia (AM) 11/06/2022 08:50</td>
<td>Mote, Alicia (AM) 11/06/2022 08:56</td>
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<tr>
<td>Sat, 11/5/2022</td>
<td>07:42</td>
<td>13:53</td>
<td>01-1 (Hourly)</td>
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<td>6.25</td>
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<td>Mote, Alicia (AM) 11/06/2022 08:50</td>
<td>Mote, Alicia (AM) 11/06/2022 08:56</td>
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<tr>
<td>Wed, 11/9/2022</td>
<td>12:53</td>
<td>17:29</td>
<td>01-1 (Hourly)</td>
<td>4.50</td>
<td>4.50</td>
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<td>Mote, Alicia (AM) 11/20/2022 10:18</td>
<td>Mote, Alicia (AM) 11/20/2022 10:37</td>
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<tr>
<td>Thu, 11/10/2022</td>
<td>08:54</td>
<td>13:34</td>
<td>01-1 (Hourly)</td>
<td>4.50</td>
<td>4.50</td>
<td>30.25</td>
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<td>Mote, Alicia (AM) 11/20/2022 10:18</td>
<td>Mote, Alicia (AM) 11/20/2022 10:37</td>
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<tr>
<td>Fri, 11/11/2022</td>
<td>12:54</td>
<td>17:32</td>
<td>01-1 (Hourly)</td>
<td>4.50</td>
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<td>34.75</td>
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<td>Mote, Alicia (AM) 11/20/2022 10:18</td>
<td>Mote, Alicia (AM) 11/20/2022 10:37</td>
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<tr>
<td>Sat, 11/12/2022</td>
<td>07:37</td>
<td>12:58</td>
<td>01-1 (Hourly)</td>
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<td>5.25</td>
<td>40.00</td>
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<td>Mote, Alicia (AM) 11/20/2022 10:18</td>
<td>Mote, Alicia (AM) 11/20/2022 10:37</td>
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## Time Card

**Pay Period:** B: 11/1/2022 - 11/30/2022

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<thead>
<tr>
<th>Date</th>
<th>Time In</th>
<th>Time Out</th>
<th>Position</th>
<th>Hours (AM)</th>
<th>Hours (PM)</th>
<th>Total Hours</th>
<th>Overtime</th>
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<td>12:24</td>
<td>17:23</td>
<td>01-1 (Hourly)</td>
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<td>12:55</td>
<td>17:32</td>
<td>01-1 (Hourly)</td>
<td>4.50</td>
<td>4.50</td>
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<td>Thu, 11/17/2022</td>
<td>12:53</td>
<td>17:34</td>
<td>01-1 (Hourly)</td>
<td>4.50</td>
<td>4.50</td>
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<tr>
<td>Fri, 11/18/2022</td>
<td>12:55</td>
<td>17:23</td>
<td>01-1 (Hourly)</td>
<td>4.50</td>
<td>4.50</td>
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<td>Sat, 11/19/2022</td>
<td>07:45</td>
<td>13:00</td>
<td>01-1 (Hourly)</td>
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<td>08:53</td>
<td>13:23</td>
<td>01-1 (Hourly)</td>
<td>4.50</td>
<td>4.50</td>
<td>68.25</td>
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<td>Sat, 11/26/2022</td>
<td>12:24</td>
<td>17:23</td>
<td>01-1 (Hourly)</td>
<td>5.00</td>
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<td>73.25</td>
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<td>Upload Month</td>
<td>Upload Date</td>
<td>Video Title</td>
<td>Length</td>
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<td>------------------------------------------------------------------------------</td>
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<tr>
<td>June</td>
<td>06.06.2023</td>
<td>Building &amp; Planning Islamorada Social Community Survey</td>
<td>1:57</td>
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<td>June</td>
<td>06.04.2023</td>
<td>Memorial Day 2023</td>
<td>3:26</td>
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<td>June</td>
<td>06.25.2023</td>
<td>Islamorada Dog Park Loose Cutting Ceremony</td>
<td>2:33</td>
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<td>June</td>
<td>06.22.2023</td>
<td>Coastal Mayors Executive Session</td>
<td>1:38</td>
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<td>June</td>
<td>06.27.2023</td>
<td>Deadline for Islamorada Committee is June 30th 2023</td>
<td>0:49</td>
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<tr>
<td>June</td>
<td>06.28.2023</td>
<td>4th of July Safety Message</td>
<td>1:06</td>
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<td></td>
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<tr>
<td>July</td>
<td>07.09.2023</td>
<td>4th of July Celebration at Founders Park</td>
<td>4:13</td>
<td></td>
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<tr>
<td>July</td>
<td>07.10.2023</td>
<td>Our Youtube Page contains the 90% organic views; thank you Islamorada</td>
<td>0:46</td>
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<td>July</td>
<td>07.23.2023</td>
<td>Islamorada Chamber welcomes Sun Outdoors</td>
<td>1:40</td>
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<td>July</td>
<td>07.24.2023</td>
<td>Cops on the Rocks Mini Session Alert</td>
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<td>July</td>
<td>07.27.2023</td>
<td>Budget Development Process FY 2023-2024</td>
<td>4:35</td>
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<tr>
<td>August</td>
<td>08.17.2023</td>
<td>Mayor Pinedo Elected for BOC Seat Florida League of Mayors</td>
<td>1:06</td>
<td></td>
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<tr>
<td>August</td>
<td>08.17.2023</td>
<td>2023 Summer Camp</td>
<td>5:05</td>
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<td>August</td>
<td>08.17.2023</td>
<td>2022 Staff Appreciation</td>
<td>3:09</td>
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<td>August</td>
<td>08.17.2023</td>
<td>Freebee Survey</td>
<td>1:00</td>
<td></td>
<td></td>
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<td>August</td>
<td>08.19.2023</td>
<td>Islamorada Chamber August Luncheon</td>
<td>1:49</td>
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<tr>
<td>September</td>
<td>09.04.2023</td>
<td>2023 Labor Day Ceremony in Islamorada</td>
<td>3:03</td>
<td>These two videos contain the same content; the second is four seconds longer.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>September</td>
<td>09.04.2023</td>
<td>2023 Labor Day Message from Mayor Buddy Pinedo</td>
<td>1:39</td>
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<tr>
<td>September</td>
<td>09.04.2023</td>
<td>2023 Labor Day Service, Islamorada</td>
<td>3:07</td>
<td>Second video of the aforementioned Labor Day Ceremony videos uploaded</td>
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<td>2023 Labor Day Service, Islamorada</td>
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<td>September</td>
<td>09.11.2023</td>
<td>9/11 Ceremony in Islamorada FL</td>
<td>4:39</td>
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<td>October</td>
<td>09.15.2023</td>
<td>Freebee Survey 40 - Reminder</td>
<td>1:58</td>
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<td>October</td>
<td>10.13.2023</td>
<td>Feed The Keys 2023</td>
<td>3:50</td>
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<td>October</td>
<td>10.17.2023</td>
<td>Islamorada Youth Council Member learning about the Village Government Structure</td>
<td>2.21</td>
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<tr>
<td>October</td>
<td>10.18.2023</td>
<td>2023 Trunk or Treat at Founders Park</td>
<td>3:43</td>
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<tr>
<td>October</td>
<td>10.26.2023</td>
<td>2023 Trunk or Treat at Founders Park</td>
<td>3:56</td>
<td>Part 1 of 2 for Trunk or Treat Event</td>
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<td>October</td>
<td>10.30.2023</td>
<td>Beaches of Sunbrite Live with Attorney John Quick</td>
<td>4:41</td>
<td>Part 2 of 2 for Trunk or Treat Event</td>
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<tr>
<td>November</td>
<td>10.07.2023</td>
<td>Beats on the Bay Reop</td>
<td>0:15</td>
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<tr>
<td>November</td>
<td>11.10.2023</td>
<td>Florida Keys CNN Hero</td>
<td>0:57</td>
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<td>November</td>
<td>11.12.2023</td>
<td>2023 Veterans Day Ceremony - Islamorada FL</td>
<td>6:18</td>
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<tr>
<td>November</td>
<td>11.18.2023</td>
<td>Lifeguard Opportunity at Founders Park</td>
<td>4:02</td>
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<tr>
<td>November</td>
<td>11.28.2023</td>
<td>Islamorada Fire Rescue Training</td>
<td>1:23</td>
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<tr>
<td>December</td>
<td>12.09.2023</td>
<td>Most Village Attorney John Quick</td>
<td>1:50</td>
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<td></td>
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<tr>
<td>December</td>
<td>12.09.2023</td>
<td>Most Village Attorney John Quick</td>
<td>3:15</td>
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<td></td>
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<tr>
<td>December</td>
<td>12.09.2023</td>
<td>Most Village Attorney John Quick</td>
<td>3:11</td>
<td>Part 1 of 2 for 2023 Holiday Fest</td>
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<tr>
<td>December</td>
<td>12.09.2023</td>
<td>Swim 24 Miles in 24 Hours Prompt</td>
<td>0:33</td>
<td>4:26  Part 2 of 2 for 2023 Holiday Fest</td>
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<tr>
<td>December</td>
<td>12.10.2023</td>
<td>Swim 24 Miles in 24 Hours Prompt</td>
<td>1:11</td>
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<tr>
<td>January</td>
<td>01.06.2024</td>
<td>SANTOS'S Parole</td>
<td>3:21</td>
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<tr>
<td>January</td>
<td>01.06.2024</td>
<td>SANTOS'S Parole</td>
<td>4:09</td>
<td>These two videos contain much of the same content; the second is roughly one minute longer.</td>
<td></td>
<td></td>
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<tr>
<td>January</td>
<td>01.06.2024</td>
<td>SANTOS'S Parole</td>
<td>5:20</td>
<td>These two videos contain much of the same content; the second is roughly one minute longer.</td>
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<tr>
<td>January</td>
<td>01.10.2024</td>
<td>Founder's Laser Light Show</td>
<td>2:09</td>
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<tr>
<td>January</td>
<td>01.11.2024</td>
<td>Florida League of Cities &amp; Florida League of Mayors</td>
<td>2:36</td>
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**Monthly Totals**

<table>
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<th>Month</th>
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<td>June</td>
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</tr>
<tr>
<td>January</td>
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Unrelated Dynamic/Slideh Style videos posted to Instagram since June