

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
September 3, 2024

Agenda Item Number: O-3

Action Required:
Yes

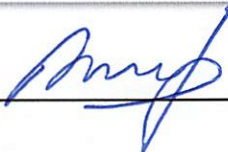
Department: Legal
Sponsor: Nick Mulick

Subject:
General Manager Agreement

Summary:
Mr. Mulick will present a proposed General Manager agreement for approval.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 159,692.00	1. General Manager Agreement
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	District	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By: _____
General Manager



Date: 8.29.24

CONSULTANT AGREEMENT GENERAL MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as of the ____ day of September 2024, by and between the *Key Largo Wastewater Treatment District* (“District”) and *Bishop, Rosasco & Co.* (“Consultant”).

DISTRICT AND CONSULTANT agree as follows:

1. **CONSULTANT DUTIES.** During the term of this Agreement, Consultant shall act as and discharge the duties of the District’s General Manager. Consultant agrees that the person designated to act as and discharge the duties contemplated herein shall be Peter Rosasco who may be assisted by Jennifer Johnson.
2. **SERVICES.** Consultant agrees to perform the services described in ATTACHMENT A to this Agreement. The express terms of this Consultant Agreement shall control and supersede any inconsistent terms in ATTACHMENT A.
3. **COMPENSATION.** Consultant shall be compensated in the annual amount of ONE HUNDRED FIFTY-NINE THOUSAND, SIX HUNDRED NINETY-TWO DOLLARS (\$159,692.00) with no benefits of any kind commencing as of October 1, 2024. The District reserves the right to adjust Consultant’s compensation at its sole discretion. Consultant is entitled to reimbursement for out-of-pocket expenses incurred on behalf of the District, specifically including travel expenses.
4. **PAYMENT OF COMPENSATION.** It shall not be necessary for Consultant to invoice the District in order to receive payment for compensation. However, out-of-pocket expense reimbursements will be invoiced to the District with appropriate supporting documentation. Payment shall be made to Consultant on a monthly basis during the term of this Agreement.
5. **TERM & TERMINATION.** This Agreement shall begin on the day and date first above written, and shall run month-to-month until terminated by either party. This is an at-will agreement, and either party may terminate this Agreement for any reason or for no reason, upon SIXTY (60) DAYS’ written notice to the other party.
6. **COMPLIANCE WITH LAW.** Consultant agrees to render services in a manner that complies with all applicable laws, rules, and regulations, including ethics laws, rules, and regulations. Consultant acknowledges that its designee, Peter Rosasco, is a Public Official, as that term as used in the Florida Statutes, and is subject to all ethical and other legal constraints imposed on Public Officials.
7. **INDEPENDENT CONTRACTOR.** Consultant agrees that it is an independent contractor. The District is interested only in the results of Consultant’s efforts, and Consultant shall be solely responsible for the method of performance of its duties under this Agreement, and for all withholding taxes, including all federal, state and local taxes, and all worker’s compensation insurance.

8. DOCUMENTS. All documents generated by Consultant in the course of providing services to the District are public records. Consultant will provide copies of such records to the District promptly upon request.
9. NON-WAIVER OF IMMUNITY. Notwithstanding the provision of F.S. § 768.28, the participation of the District in this Agreement shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the District be required to contain any provision for waiver.
10. ASSIGNMENT. This is an agreement for personal services, and the District has determined to hire Consultant, based in part on Consultant's representation that Peter Rosasco will be designated as and will be performing the duties enumerated in ATTACHMENT A to this Agreement. Neither Consultant, nor Peter Rosasco, may assign or delegate their rights or obligations under this Agreement; nor may Consultant substitute or designate a person other than Peter Rosasco to perform the duties of General Manager or Jennifer Johnson to assist him in the performance of his duties without specific written consent by the Board of Commissioners, and any purported assignment or delegation of any such right or obligation without such consent shall be null and void.
11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida. The parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
12. ENTIRE AGREEMENT. The foregoing contains the entire agreement of the parties hereto and supersedes any and all prior written or oral agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties.

EXECUTED this _____ day of September 2024.

KEY LARGO WASTEWATER
TREATMENT DISTRICT

BISHOP, ROSASCO & CO.

By: _____
Nicolas Rodriguez, Chairman

By: _____
Peter Rosasco

ATTACHMENT A

MANAGEMENT DUTIES

- A. Manage the day-to-day operations of the District in accordance with the District Charter and all applicable laws.
- B. Attend all District Board meetings and prepare District Board meeting agendas in consultation with the District's Board of Commissioners.
- C. Manage and oversee the District's Capital Improvement projects.
- D. Provide to the District Board or individual members thereof, upon request, information, advice, recommendations and data concerning or related to all areas of District operation, including construction, operations, administration and finance.
- E. Serve as intergovernmental liaison between the District and local, state and federal governmental entities including, without limitation, coordination of wastewater treatment service extensions with applicable Comprehensive Land Development Plans, and communication with Public Officials on all matters pertaining to the District.
- F. Interact with the District's lobbyist and appropriate local, state and federal agencies to secure grants and other sources of funding.
- G. Coordinate and consult with the District's Engineer and Counsel.
- H. Ensure complete, accurate and timely governmental filings.
- I. Monitor the operations and billing functions of the District and ensure compliance with the Board's policies and directives.
- J. Coordinate preparation and submittal of annual reports.
- K. Ensure compliance with funding and grant requirements.
- L. Manage and oversee all debt agreements and finance instruments.
- M. Act as custodian of the District's books and records in accordance with F.S. §189.069.
- N. Provide management oversight over District employees, including employment, termination, compensation, discipline, and all other aspects of District employment.
- O. Assist staff and coordinate with District consultants regarding assessments and rate structure.