

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

Meeting Date:
September 20, 2022

Agenda Item Number: O-3

Action Required:
Yes

Department:

Legal

Sponsor:

Peter Rosasco

Subject:

General Manager Contract Renewal

Summary of Discussion:

Mr. Mulick will present the new proposed General Manager Contract.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____

\$ 222,999.96

1. GM Contract
2. Management/Financial Duties

Administration: _____

Finance: _____

Funding Source:

District Counsel: _____

District

District Clerk: _____

Budgeted:

Engineering: _____

Yes

Approved By: _____



General Manager

Date: 09/16/2022

AMENDED CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of September, 2022 by and between the *Key Largo Wastewater Treatment District* (“District”) and *Bishop, Rosasco & Company* (“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 and Finance Director. 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 at the flat rate of EIGHTEEN THOUSAND FIVE HUNDRED EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$18,583.33) per month, with no benefits of any kind. Consultant is entitled to reimbursement for out-of-pocket expenses incurred on behalf of the District, specifically including travel expenses.
4. **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.
5. **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.
6. **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.
7. **PAYMENT OF COMPENSATION.** It shall not be necessary for Consultant to invoice the District in order to receive payment for flat rate compensation as defined above. 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.

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 §768.28, Florida Statutes, 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, 2022.

KEY LARGO WASTEWATER
TREATMENT DISTRICT

BISHOP, ROSASCO & COMPANY

By: _____
Nicolas Rodriguez, Chairman

By: _____
Peter Rosasco, President

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. Coordinate and consult with the District's Engineer and Counsel.
- G. Ensure complete, accurate and timely governmental filings.
- H. Monitor the operations and billing functions of the District and ensure compliance with the Board's policies and directives.
- I. Coordinate preparation and submittal of annual reports.
- J. Ensure compliance with funding and grant requirements.
- K. Manage and oversee all debt agreements and finance instruments.
- L. Act as custodian of the District's books and records.
- M. Provide management oversight over District employees, including employment, termination, compensation, discipline, and all other aspects of District employment.
- N. Assist staff and coordinate with District consultants regarding assessments and rate structure.

FINANCIAL DUTIES

- A. Maintain Accounting System in compliance with Governmental Accounting Standards Board (GASB), the Uniform Accounting System prescribed by the Florida Department of Banking, Finance for Government Accounting, the Rules of the Auditor General and any other applicable state and federal regulations.
- B. Prepare Public Depositor's Report and distribute to the State Treasurer.
- C. Coordinate with local, state and federal agencies for collection of Key Largo Wastewater Treatment District revenues, including assessments, fees and charges.
- D. Maintain proper asset and fund accounting procedures.
- E. Assist in the preparation of the District's annual operating and capital budgets.
- F. Prepare quarterly financial reports showing revenues and expenses to date in comparison with budget predictions.
- G. Assist the District's auditors by providing requested documentation and information in support of the annual audit and preparation of the District's Comprehensive Annual Financial Report.
- H. Manage and administer the District's financing activities including bank loans, SRF loans, and bonds.