

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

Meeting Date:
September 15, 2026

Agenda Item Number: O-1

Action Required:
Yes

Department: Legal
Sponsor: Nick Mulick

Subject:
Amendment to General Counsel Agreement

Summary:
Mr. Mulick will present proposed Amendment to Agreement for Legal Services

<u>Reviewed / Approved</u>		<u>Financial Impact</u>	<u>Attachments</u>
Operations:	_____	\$ 107,896.00	1. Amendment to Agreement for Legal Services 2. Agreement for Legal Services
Administration:	_____	Expense	
Finance:	_____	Funding Source:	
District Counsel:	_____	District	
District Clerk:	_____	Budgeted:	
Engineering:	_____	Yes	

Approved By:  Date: 9-10-26
General Manager

AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

The *Agreement for Legal Services* entered into between KEY LARGO WASTEWATER TREATMENT DISTRICT (“District”) and NICHOLAS W. MULICK, ESQ. (“Attorney”) on October 1, 2024, is hereby amended, as follows:

1. The District agrees to pay Attorney a monthly fee in the amount of \$8,991.33, commencing on October 1, 2026.
2. Except as modified above, all of the terms and conditions of the Agreement shall remain unchanged, and in full force and effect.

EXECUTED this _____ day of September 2026.

KEY LARGO WASTEWATER
TREATMENT DISTRICT

NICHOLAS W. MULICK, PA

By: _____
Nicolas Rodriguez, Chairman

By: _____
Nicholas W. Mulick, Esq.

AGREEMENT FOR LEGAL SERVICES
BETWEEN NICHOLAS W. MULICK, ESQ.
AND
KEY LARGO WASTEWATER
TREATMENT DISTRICT

THIS AGREEMENT is entered into between Nicholas W. Mulick, Esq. (the “Attorney”), and Key Largo Wastewater Treatment District (the “District”). This Agreement is effective as of October 1, 2024, and shall run month-to-month until terminated by either party.

The District agrees to pay the Attorney, and the Attorney agrees to accept, a monthly fee of *EIGHT THOUSAND, FOUR HUNDRED THIRTY-FOUR DOLLARS and SEVENTEEN CENTS* (\$8,434.17) commencing as of October 1, 2024, in consideration of which, the Attorney shall provide the following legal services to the District:

1. Serve as General Counsel to the District;
2. Provide legal advice and counsel to the District Board of Commissioners (the “Board”) pertaining to the conduct of its business;
3. Prepare and/or review for legal sufficiency, Board Resolutions, legal memoranda, contracts, and correspondence as directed by the Board or General Manager;
4. With the consent of the General Manager, secure and supervise outside counsel, as necessary;
5. Confer with the General Manager pertaining to the conduct of the District’s business;
6. Confer with individual Board members pertaining to the conduct of the District’s business; and
7. Prepare for and attend all Board meetings.

The Board reserves the right to adjust the Attorney's compensation at its sole discretion.

The Attorney shall be compensated at the rate of \$225.00 per hour for time expended on matters outside the scope of this Agreement provided that the Board or General Manager authorizes such additional services in advance.

In addition to the monthly fee shown above, the District agrees to reimburse the Attorney for travel costs, including mileage, meals, and lodging, at rates approved by the District and consistent with the policies of the District and the rates allowed for travel by District employees, as set out in the District Travel Expense Policy.

This Agreement shall not act to confer any benefits of any type or nature upon the Attorney, including but not limited to, any collective bargaining agreement now or hereafter in effect between the District and its employees.

The Attorney agrees to render legal services in a manner that complies with all applicable laws, rules and regulations.

The Attorney is a public officer and a local government attorney, as those terms are used in § 112.313 of the Florida Statutes, and is subject to all ethical and other legal constraints applicable to public officers and government attorneys.

This is an *at-will* Agreement. Either party may terminate this Agreement upon 60 days' written notice to the other party. In case of termination, the Attorney shall cooperate with the District in transferring responsibility for legal issues to a successor attorney selected by the District. The Attorney will return all District documents, records and equipment in the Attorney's possession to the District, and the District will compensate the Attorney at the rates shown above for all services rendered prior to the effective date of termination.

This is an agreement for personal services and is not assignable by either party.

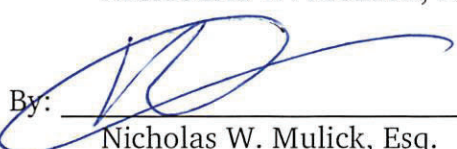
This Agreement shall be governed by the laws of the State of Florida. The parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

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.

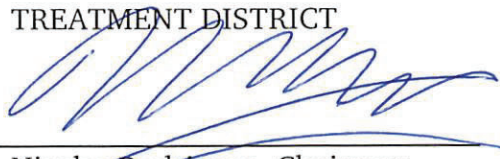
THE PARTIES' CONTACT INFORMATION IS, AS FOLLOWS:

Nicolas Rodriguez, Chairman Key Largo Wastewater Treatment District 103355 Overseas Hwy (PO Box 491) Key Largo, FL 33037 305-451-4019 ext. 220 305-453-5804 facsimile nicolas.rodriguez@klwtd.com	Nicholas W. Mulick, Esq. NICHOLAS W. MULICK, PA 91645 Overseas Hwy Tavernier, FL 33070 305-852-9292 305-852-8880 facsimile lisa@mulicklaw.com
--	---

The parties hereby acknowledge and accept the terms of this *Agreement for Legal Services* by their signatures below.

NICHOLAS W. MULICK, PA
By: 

Nicholas W. Mulick, Esq.
Dated: September 3, 2024

KEY LARGO WASTEWATER
TREATMENT DISTRICT
By: 

Nicolas Rodriguez, Chairman
Dated: September 3, 2024