AGENDA

Board of Commissioners Meeting
103355 Overseas Highway
Key Largo, FL 33037

A. CALL TO ORDER
B. PLEDGE OF ALLEGIANCE
C. ROLL CALL

BOARD MEMBERS:
David Asdourian  Chairman
Andrew Tobin    Vice Chairman
Susan Heim      Commissioner
Stephen Gibbs   Commissioner
Robert Majeska  Commissioner

DISTRICT STAFF:
Paul Christian  General Manager
Ray Giglio      General Counsel
Katherine Jackson  District Clerk

MISSION STATEMENT:
“The Mission of the Key Largo Wastewater Treatment District is to preserve and protect the delicate ecosystem of the Florida Keys while providing exceptional customer service.”
Please mute cell phones
After each report, staff will give a verbal update and be available for questions

D. AGENDA ADDITIONS, CORRECTIONS OR DELETIONS
1. Approval of Agenda

E. PUBLIC COMMENT

F. OPERATIONS REPORT
1. Air Line Upgrades

G. BOARD PRACTICES AND POLICIES WORKSHOP
   (Commissioner Tobin)

H. LEGAL REPORT
1. General Counsel Employment Contract

I. ROUNDTABLE DISCUSSION
1. Unfinished Business

J. ADJOURNMENT
PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the KWWTD Board, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the District Clerk at 305-451-4019 at least 48 hours in advance to request accommodations.
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: February 14, 2017

Agenda Item Type: Workshop
Agenda Item Scope: Review / Discussion
Recommended Action: Discussion

Department: Operations
Sponsor: Ed Castle

Subject: **Air Line Upgrades**

Summary of Discussion:
Mr. Jered Primicerio to give a presentation regarding the upgrade of air lines at the WWT Plant.

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations:</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Administration:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finance:</td>
<td>Funding Source:</td>
<td></td>
</tr>
<tr>
<td>District Counsel:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Clerk:</td>
<td>Budgeted:</td>
<td></td>
</tr>
<tr>
<td>Engineering:</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Approved By: [Signature]  
Date: 2/17/2017
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: February 14, 2017
Agenda Item Number: G-1

Agenda Item Type: Workshop
Agenda Item Scope: Review / Discussion
Recommended Action: Discussion

Department: Commissioner's Item
Sponsor: Commissioner Tobin

Subject: Proposed Amendment to Practices and Procedures Manual

Summary of Discussion:

A. The Clerk shall be responsible to prepare the draft agenda with the assistance of the General Manager.
B. Commissioners shall have the right to include matters in the draft agenda for dissemination to the other commissioners, to staff, and the general public.
C. In addition to Commissioners, the following persons shall have the right to include items in the draft agenda for dissemination to the commissioners, the staff, and the general public: 1) the General Manager, 2) the Director of Finance, 3) the Operations Director, and 4) the General Counsel.

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations: ________</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Administration: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finance: _______</td>
<td>Funding Source:</td>
<td></td>
</tr>
<tr>
<td>District Counsel: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Clerk: ______</td>
<td>Budgeted: N/A</td>
<td></td>
</tr>
<tr>
<td>Engineering: ______</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Approved By: [Signature] General Manager
Date: 2/17/2017
The General Counsel's employment contract, which ran from January 1, 2016 to December 31, 2016, was extended to run until March 1, 2017. The attached contract runs from January 1, 2017 to December 31, 2017. The only change the proposed agreement makes to the 2016 contract is an elimination of the requirement to submit a time sheet at the close of each calendar month. Salary is unchanged at $9,000 per month ($108,000 per year). The contract includes no benefits except for the District's 457(b) match. This is exactly the same contract that was submitted to the Board in December.

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations:</td>
<td>$ 108,000.00</td>
<td>1. General Counsel Employment Contract</td>
</tr>
<tr>
<td>Administration:</td>
<td>Expence</td>
<td>2. 2016 General Counsel Employment Contract</td>
</tr>
<tr>
<td>Finance:</td>
<td>Funding Source:</td>
<td></td>
</tr>
<tr>
<td>District Counsel:</td>
<td>Rate Revenue</td>
<td></td>
</tr>
<tr>
<td>District Clerk:</td>
<td>Budgeted:</td>
<td></td>
</tr>
<tr>
<td>Engineering:</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

Approved By: ___________________________ Date: 2/7/2017
Employment Contract and Agreement for Legal Services
By and Between
Ray Giglio
and
Key Largo Wastewater Treatment District
01/01/2017 to 12/31/2017

This agreement is entered into, by, and between Ray Giglio ("the Attorney") and the Key Largo Wastewater Treatment District ("the District"). This agreement is effective as of January 1, 2017, and runs for a period of 12 months, until December 31, 2017.

The District agrees to pay the Attorney, and the Attorney agrees to accept, a monthly salary of NINE THOUSAND ($9,000.00) DOLLARS.

In consideration for the monthly salary shown above, the Attorney agrees to personally provide the following professional services:

The Attorney agrees promptly and diligently to provide legal services in connection with the District's business, as requested by the District's Board of Commissioners, by individual Commissioners, and/or by other representatives of District, who have been duly authorized by the Board of Commissioners to request legal services on behalf of District.

The Attorney further agrees to attend all District Board meetings, currently scheduled for the first three Tuesday evenings of each month, for the purpose of providing legal services, which shall include reviewing the meeting notice and agenda and reviewing the meeting minutes. The Attorney also agrees to attend client conferences as needed.

In addition to the monthly salary 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. Quarterly, the Attorney shall deliver to the District a detailed statement showing reimbursable charges or expenses incurred during the preceding 3 months. Payment of such charges or expenses shall be due within 60 days after receipt of an invoice. If any part of the charges or expenses is disputed, the District shall promptly pay the Attorney the undisputed amounts and advise the Attorney of any amounts in dispute.

Payments to the Attorney will be subject to payroll deductions for federal, state, and local taxes, FICA, and Medicare, where applicable. In accordance with federal and state requirements, the District will report payments made as a result of this agreement on the appropriate form(s) for income tax purposes.

With the exception of the District's 457(b) match, this agreement shall not act to...
The Attorney shall not accept any other employment for compensation without the prior written consent of the District's Board of Commissioners.

The Attorney is a public officer and a local government attorney as those terms are used in section 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 thirty (30) days' written notice to the other party. In case of termination, the Attorney shall cooperate with 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.

The District's contact for invoicing and general communications is:

Paul Christian
KLWTD General Manager
98880 Overseas Hwy
PO Box 491
Key Largo, FL
Phone: 305-451-4019
Fax: 305-453-5804
Email: paul.christian@klwtd.com

The Attorney's contact information is:

Ray Giglio, Attorney at Law
IN WITNESS WHEREOF, the parties have signed this agreement on the dates below their names.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By ____________________________
Chairman

Date ____________________________

RAY GIGLIO

Ray Giglio, Attorney
FL Bar Number 0157340
Employment Contract and Agreement for Legal Services

By and Between

Ray Giglio

and

Key Largo Wastewater Treatment District

01/01/2016 to 12/31/2016

This agreement is entered into, by, and between Ray Giglio ("the Attorney") and the Key Largo Wastewater Treatment District ("the District"). This agreement is effective as of January 1, 2016, and runs for a period of 12 months, until December 31, 2016.

The District agrees to pay the Attorney, and the Attorney agrees to accept, a monthly salary of NINE THOUSAND ($9,000.00) DOLLARS.

In consideration for the monthly salary shown above, the Attorney agrees to personally provide the following professional services:

The Attorney agrees promptly and diligently to provide legal services in connection with the District's business, as requested by the District's Board of Commissioners, by individual Commissioners, and/or by other representatives of District, who have been duly authorized by the Board of Commissioners to request legal services on behalf of District.

The Attorney further agrees to attend all District Board meetings, currently scheduled for the first three Tuesday evenings of each month, for the purpose of providing legal services, which shall include reviewing the meeting notice and agenda and reviewing the meeting minutes. The Attorney also agrees to attend client conferences as needed.

In addition to the monthly salary 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. Quarterly, the Attorney shall deliver to the District a detailed statement showing reimbursable charges or expenses incurred during the preceding 3 months. Payment of such charges or expenses shall be due within 60 days after receipt of an invoice. If any part of the charges or expenses is disputed, the District shall promptly pay the Attorney the undisputed amounts and advise the Attorney of any amounts in dispute.

After the close of each calendar month, the Attorney shall deliver to the District a time sheet detailing the number of hours worked, the services provided, and the matters on which the work was performed. Such time sheets will be delivered by email to the
District Senior Finance Analyst Connie Fazio (connief@klwtd.com), with copies to the Commissioners and the General Manager.

Payments to the Attorney will be subject to payroll deductions for federal, state, and local taxes, FICA, and Medicare, where applicable. In accordance with federal and state requirements, the District will report payments made as a result of this agreement on the appropriate form(s) for income tax purposes.

With the exception of the District's 457(b) match, 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 acknowledges that this is a salaried position that is exempt from overtime compensation requirements, including those contained in the Fair Labor Standards Act. The Attorney further acknowledges that this agreement creates no entitlement to benefits, vacation or sick time, seniority, probationary or provisional employment status, or retention as an employee under any law or regulation.

The Attorney shall not accept any other employment for compensation without the prior written consent of the District's Board of Commissioners.

The Attorney is a public officer and a local government attorney as those terms are used in section 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 thirty (30) days' written notice to the other party. In case of termination, the Attorney shall cooperate with 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.

The District's contact for invoicing and general communications is:

Paul Christian  
KLWTD General Manager  
98880 Overseas Hwy  
PO Box 491  
Key Largo, FL  
Phone: 305-451-4019  
Fax: 305-453-5804  
Email: paul.christian@klwtd.com

The Attorney's contact information is:

Ray Giglio, Attorney at Law
IN WITNESS WHEREOF, the parties have signed this agreement on the dates below their names.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By

David Asdourian
Chairman

Date

RAY GIGLIO

Ray Giglio, Attorney
FL Bar Number 0157340