

**RESOLUTION 18-4**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL COUNTY WATER CONTROL DISTRICT APPROVING DISTRICT MANAGER EMPLOYEE AGREEMENT WITH DUANE KELLEY AND CENTRAL COUNTY WATER CONTROL DISTRICT; AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT ON BEHALF OF CENTRAL COUNTY WATER CONTROL DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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**WHEREAS**, the Central County Water Control District (the "District") initiated advertisement and recruitment for the District Manager position; and

**WHEREAS**, the Board of Supervisors conducted interviews with qualified applicants at a duly noticed public meeting; and

**WHEREAS**, the District selected Duane Kelley as the District Manager.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the Central County Water Control District as follows:

**Section 1.** The Board of Supervisors hereby approves the District Manager Employee Agreement with Duane Kelley, dated March 28, 2018, which is attached and incorporated in this Resolution as **Exhibit A**.

**Section 2.** The Board of Supervisors hereby grants authority to the President of the Board of Supervisors to execute the District Manager Employment Agreement, dated March 28, 2018, on behalf of the District.

**Section 3.** This Resolution shall take effect upon adoption.

**PASSED AND APPROVED** by the Board of Supervisors of the Central County Water Control

District this 28th day of March, 2018.

**BOARD OF SUPERVISORS  
CENTRAL COUNTY WATER CONTROL DISTRICT**

  
By: DENISE MILLER, President

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_, District Manager

APPROVED AS TO LEGAL SUFFICIENCY AND FORM:

  
By: JOHN FUMERO, District Attorney

# EMPLOYMENT AGREEMENT

between  
Central County Water Control District  
and  
Duane Dale Kelley, Sr.

## Introduction

This Employment Agreement ("Agreement"), is made and entered into on this 28th day of March 2018, by and between the Central County Water Control District, an independent Florida Water Control District, (hereinafter called "Employer," "CCWCD," or the "District") and Duane Dale Kelley, Sr., (hereinafter called "Employee"), both of whom agree as follows:

## Section 1: Term

This agreement shall remain in full force in effect from March 29, 2018, until terminated by Employer or Employee as provided by this agreement. This agreement shall be automatically renewed on a yearly basis on April 1<sup>st</sup> of each year.

## Section 2: Place of Employment

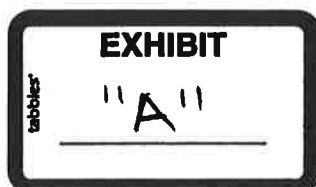
The Manger shall perform his duties at Employer's principal place of business, 475 Cabbage Palm, Clewiston, Florida 33440 and elsewhere within the geographical boundaries of CCWCD and the State of Florida as necessary.

## Section 3: Primary Duties

Employee is to conduct the business of the Employer in accordance with the rules, directives and regulations issued by the Board of Supervisors for the District and in accordance with his job description. The primary duties will entail the development and implementation of plans to maintain and enhance roadways, recreation, and flood control facilities and infrastructure of the District. All rules and regulations and any amendments thereto will be provided in writing to the Employee by the Employer upon commencement of employment and when amended. The Employee is primarily responsible for the operation and maintenance of the waterways, roadways and storm drainage appurtenances and recreational clubhouse within the District boundaries, and is the Chief Operating Officer of the District.

In conjunction with his primary duties, the Employee must also:

- a. FLOOD CONTROL/ROADS/RECREATION. Employee's primary duties will entail the development and implementation of plans to maintain and enhance roadways, recreation, and flood control facilities and infrastructure of the District and must



- also execute and enforce such standards upon reliance and advice of the District Attorney and Engineer;
- b. REPAIRS AND MAINTENANCE. Employee is to assure that all equipment is maintained and/or repaired as necessary and in proper fashion;
  - c. RECORD KEEPING. Ensure that proper records are kept concerning the workings of the District in accordance with applicable laws, regulations and directives of the Board of Supervisors for the District, including maintenance records for all major District machinery and equipment;
  - d. TRAINING. Employee is responsible for the continued and proper training of all employees of the District.

#### **Section 4: Supervisory and Management Authority**

Employee shall have the authority and responsibility to:

- a. Hire and fire employees of the District;
- b. Implement the policies, rules, regulations, and procedures established by resolutions and directives of the District. Employee shall be responsible to and receive authority from the Board of Supervisors for the District, in the performance of duties. The Employee shall attend all Board of Supervisor and Committee meetings of the District. In the event the Employee shall be unable to attend any meeting of the Board, the Employee shall give reasonable notice to the Chairman of the Board of Supervisors for the District;
- c. Make recommendations regarding engineers or consulting services;
- d. **Approve expenditure for budgeted items not exceeding ten thousand dollars (\$10,000.00) each, for the purchase of expendable water control and plant control chemicals and supplies; equipment repair, replacement of operating spare equipment; and for other supplies and services, excluding payroll expenditures. In addition, the Employee may approve expenditures for budgeted capital equipment items, and expenditures not exceeding five-thousand dollars (\$5,000) each, for non-budgeted capital items;**
- e. In the event of an emergency situation, make the first priority restoring and maintaining service. The Board of Supervisors will then review and ratify emergency expenditures over twenty thousand dollars (\$20,000) at the next regular meeting;
- f. Assist the District Treasurer in preparation of an annual budget for the District's operations. Upon budget approval by the District Board of Supervisors, the Employee is fully responsible upon direction and advice of the District Treasurer to see that all requirements of that budget are fulfilled;

- g. Assist the District Engineer and other professionals in developing and maintaining the District's water control plan;
- h. Act as Emergency Operations Coordinator for the District;
- i. Assist the District Attorney in carrying out CCWCD programs and plans;
- j. Serve as District liaison, with the assistance of District Attorney, with other governmental agencies and contractors with whom the District does business.

### **Section 5: Job Description**

Employee is responsible to execute all responsibilities and duties in the manner directed by Employer and to perform the job description as may from time to time be updated and/or amended. A copy of the Employee's Job Description is attached hereto and incorporated herein by reference. All duties contained therein are supplementary to the duties/powers contained herein.

### **Section 6: Hours of Work**

It is expected that the Employee will typically work during normal District Office hours. However, it is recognized that the Employee must devote a great deal of time outside those normal office hours on business for the Employer. Accordingly, and to that end, Employee may establish his own work schedule, subject to reasonable direction by Employer. Employee is not eligible for overtime or paid compensatory hours. Employee is expected to work throughout emergency events such as hurricanes or other significant weather events

### **Section 7: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment.

### **Section 8: Compensation**

- a. **Base Salary:** Employer agrees to pay Employee an annual base salary of eighty thousand dollars (\$80,000), less applicable payroll deductions payable in weekly installments in accordance with the Employer's usual payroll schedule.
- b. This agreement shall be automatically amended to reflect any salary adjustments that are authorized by CCWCD Board of Supervisors.

- c. Consideration shall be given on an annual basis to an increase in compensation. Employee's salary shall be adjusted pursuant to any Cost of Living Adjustments (COLA) given to other employees of the District.
- d. Increases in compensation shall be dependent upon the results of a performance evaluation conducted pursuant to the provisions of this Agreement. Increased compensation shall take the form of a salary increase.

**Section 9: Insurance Benefits**

- a. The Employer agrees to provide for vision and dental insurance benefits for the Employee and his dependents equal to that which is provided to all other employees of CCWCD.
- b. Employee is automatically entitled to any other standard benefits available to other employees of the District as may now exist or be made available during the term of this contract. Employee has declined medical insurance coverage.

**Section 10: Vacation and Sick Leave**

- a. Upon commencing employment, the Employee shall be credited with two weeks' sick leave and two weeks' vacation leave. The employee shall then accrue sick leave in accordance with other District employees. Employee shall be credited with four weeks of vacation after his 1st anniversary, and two weeks of sick leave.
- b. The Employee is entitled to accrue all unused sick and vacation leave, without limit, except in the event that the Employee's employment is terminated, either voluntarily or involuntarily. The Employee shall be compensated for all accrued leave as provided for in Section 10.
- c. Employee is automatically entitled to any other standard leave available to other employees of the District as may now exist or be made available during the term of this contract.

**Section 11: General Business Expenses and Technology**

- a. Employer agrees to pay for professional dues and subscriptions of the Employee necessary for full participation in the Florida Association of Special Districts and any other national, state, local associations and organizations necessary for the Employee's continued professional growth and advancement, and for the good of the Employer.
- b. Employer agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official

functions for Employer in accordance with Chapter 112, Fla. Stat. and other applicable state law or CCWCD policy.

- c. Employer agrees to pay for tuition, registration fees, and travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer. Employee and Employer will agree on a process for advance approval of such professional development expenses that exceed \$250 per event, requires overnight travel, or requires absence from the office for more than one-half day.
- d. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs and organizations. Accordingly, Employer agrees to pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local/regional civic clubs and organizations.
- e. Technology: The Employer shall provide Employee with the use of a computer, software, Internet service and e-mail (at District offices) and an allowance to cover the cost of a cell phone required for the Employee to perform the job and to maintain communication with the District Attorney and District staff.
- f. The above will be subject to annual appropriations and applicable Employer expense policies. The District Treasurer is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, submitted in accordance with the Employer's policies relating thereto.

## **Section 12: Performance Evaluation**

Employer shall annually review the performance of the Employee. The evaluation process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 45 days of the evaluation meeting. The evaluation shall occur on or about April 1<sup>st</sup> of each calendar year. **An initial evaluation at the conclusion of Employee's probationary period of 120 days shall occur on or about July 25, 2018.**

## **Section 13: Termination of Employment**

- a. Termination of Agreement by Employee. The Employee shall have the right to resign and thereby terminate this agreement by giving sixty (60) days' written notice to the Employer. If the Employee fails to give sixty (60) days' notice before terminating this agreement, he shall forfeit payment for all compensatory time and vacation time.

- b. Termination by Employer. The Employer may terminate this Agreement for just cause. In addition, the Employer may also terminate Employee for any reason and without just cause as provided herein.
- c. Termination for Just Cause. For purposes of this agreement, "just cause" means, but is not limited to, the neglect of duties required to be performed under the terms of this agreement, willful breach of the terms of this agreement, disregard of the interests of the Employer in such a manner as to bring Employer into disrepute or to cause a financial liability, misconduct, or continued failure to perform duties in a manner commensurate with the stated expectations of the Employer and which Employee represented he has skills to perform. Just cause also exists if Employee , after being informed of deficiencies in performance of duties, fails to correct same to the satisfaction of Employer within thirty (30) days. When there is termination for just cause, then the Employer is not obligated to pay severance under this section. Prior to initiation of termination procedures based on deficiencies in performance, Employer agrees to inform Employee, in writing, as to the deficiencies in performance.
- d. Termination Without Just Cause. The Employer may terminate this agreement for any reason and without just cause. In said event, the Employee shall be entitled to severance pay as defined hereinafter.

#### **Section 14: Severance**

If the Employee is terminated without just cause, the Employer shall provide a minimum severance payment equal to three (3) month's salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for accrued earned sick leave, vacation time, and all paid holidays.

If the Employee is terminated because of a conviction of a felony, violation of State Ethics laws, or failure to abide by the terms of this Agreement, and/or for just cause, then the Employer is not obligated to pay severance under this section.

#### **Section 15: Indemnification**

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of and arising out of the course and scope of Employee's duties as District Manager, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the District Manager, unless the act or omission involved willful or wanton conduct. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses,



damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties and occurring within the course and scope of his employment. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

**Section 16: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance, and professional liability insurance. A minimum surety bond of \$250,000 shall be secured by the Employee for the benefit of the Employer.

**Section 17: Other Terms and Conditions of Employment**

The Employer, upon agreement with Employee, may provide for such other terms and conditions of employment as it may determine from time to time relating to the performance and duties of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the CCWCD, or applicable law.

In accordance with section 119.0701, Florida Statutes, Employee must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described herein. Upon request, Employee must provide the public and with access to such records in accordance with access and cost requirements of Chapter 119, Florida Statutes. Employee shall ensure any exempt or confidential records associated with this Agreement or associated with the performance of the work described herein are not disclosed except as authorized by law. Employee shall retain the records described in this paragraph throughout the performance of the work described in this Agreement, and at the conclusion of said work, transfer to the District, at no cost to the District, all such records in his possession and destroy any duplicates thereof. Records that are stored electronically must be transferred to the District in a format that is compatible with the District's information technology systems.

**IF THE EMPLOYEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE EMPLOYEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT ATTORNEY.**

**Section 18: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER:

EMPLOYEE:

Chairperson, CCWCD  
In c/o District Attorney  
750 Park of Commerce Blvd., Suite  
210, Boca Raton, FL 33487

Duane Dale Kelley, Sr.  
2050 Panama Avenue  
Clewiston, Florida 33440

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 19: General Provisions**

- a. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- b. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- c. Effective Date. This Agreement shall become effective on March 29, 2018.
- d. Severability. The invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Adopted and approved by the CCWCD Board of Supervisors on this 28th day of March, 2018.


  
By: \_\_\_\_\_  
Its: Chairperson

  
Duane D. Kelley, Sr.

Date: \_\_\_\_\_, 2018

Date: 3/28, 2018

Approved as to form:



A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

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John J. Fumero, District Attorney

## CENTRAL COUNTY WATER CONTROL DISTRICT

Job Title: District Manager Job Description

Reports To: Board of Supervisors

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### SUMMARY

This is a highly responsible skilled managerial position, requiring an established ability to provide a high level of supervision of employees. This employee must have knowledge to supervise and direct the laborers pertaining to work in a Florida water control district related to reclamation, drainage, irrigation, water control works, and recreational facilities and services. This job requires general knowledge of heavy-duty equipment, knowledge of construction and maintenance of roads, bridges, drainage ditches, culverts, and recreational facilities. This employee will be responsible for making decisions pertaining to a Florida water control district and determines the priority of work to be done within said district under the supervision of an elected Board of Supervisors.

### DUTIES AND RESPONSIBILITIES

1. **Primary Duties.** The Manager is to conduct the business of the District in accordance with the rules, directives, and regulations issued by the Board of Supervisors and in accordance with their or her job description. Manger shall maintain and follow all Board of Supervisor policies, rules and regulations and any amendments thereto. The Manager is primarily responsible for the operation and maintenance of the waterways, storm drainage, roadways, recreation facilities, and appurtenances, within the District boundaries. Make sure all employees follow safety rules and regulations. Determines if new equipment is needed, gets estimates to present before the Board or have the old equipment repaired. Performs special projects, detailed research and analysis, and/or correspondence and reports. Take notes during Board meetings and reviews them to follow-up any action taken by the Supervisors.
2. **Supervisory Powers.** In conjunction with their primary duties, the Manager must also:
  - a. **Recordkeeping.** Ensure proper records are kept concerning the workings of the District in accordance with the applicable laws, regulations, and directives of the Board. This shall include the preparation of the budget and the necessary filling of documents and reports with regulatory and reporting agencies.
  - b. **Repairs and Maintenance.** The Manager is to assure all equipment is maintained and/or repaired as necessary and in proper fashion.
  - c. **Drainage/Flood Control.** The Manager must be familiar with drainage/water management and related matters.
  - d. **Training.** The Manager is responsible for the continued and proper training of all employees.

Job Description for District Manager

- e. **Financial.** The Manager is directly responsible for the preparation of an annual budget for the District's operation. Upon approval by the Board of Supervisors, the Manager is responsible to see all requirements are fulfilled.
- f. **Powers.** The Manager is the Administrative Head of the District and shall:
  - i. Have the power to hire and fire.
  - ii. Implement policies, rules, regulations, and procedures established by resolutions and directives of the Board. Manager shall be responsible to and receive authority from the Board in performance of duties. The Manager shall give reasonable notice to the Chairman of the Board if they are unable to attend any meeting of the Board.
  - iii. Cooperate with Committees in fulfilling their responsibilities.
  - iv. Make recommendations regarding engineers or consulting services.
  - v. Make recommendations to Committees on action necessary to fulfill duties.
  - vi. As part of the duties assigned in Item 1.11 above, the Manager may, within a thirty (30) day period, approve expenditures for budgeted items not exceeding Fifteen Thousand Dollars (\$15,000) each, for the purchase of expendable water control and plant control chemicals and supplies, replacement of operating spare equipment, and for other supplies and services excluding payroll expenditures. In addition, the Manager may approve expenditures for budgeted capital equipment items, and expenditures not exceeding Three Thousand Dollars (\$3,000) each, for non-budgeted capital items. Note: This precludes repetitive purchase orders for a single item in excess of \$15,000 total within a 30-day period.
  - vii. In the event of an emergency, make the first priority restoring and maintaining service. The Board will then review and ratify emergency expenditures over Fifteen Thousand Dollars (\$15,000) at the next regular meeting.
  - viii. Be authorized to execute and submit all permit applications for projects authorized by the board.
  - ix. Be authorized to approve change orders in construction projects, if the aggregate of such changes do not exceed 10% of the Board approved project cost, or \$15,000 whichever is less.
  - x. The Manager shall prepare for the Board, written reports stating the basis of any change orders where the Manager has acted.
  - xi. The Manager is directly responsible for the preparation of an annual budget for the District's operations. Upon budget approval by the Board, the Manager is fully responsible to see that all requirements of that budget are fulfilled.
  - xii. Develop and maintain the District's Capital Improvement Plan.

## Job Description for District Manager

- xiii. The Manager will act as the Emergency Operations Coordinator for the District.
- xiv. The Manager will act as the District liaison to the media and all governmental regulatory and all other meetings.
- xv. In the planned or emergency absence of the Manager, the Assistant District Manager shall be afforded the Manager's powers and the Manager shall remain available by electronic means whenever possible.
- xvi. Review financial reports, and submit monthly budget reports to the Board and/or the Finance Committee for review and approval.
- xvii. Serve liaison with other governmental agencies and private contractors with whom the board does business.
- xviii. Review and approve invoices with the Treasurer, and has the authorization to sign checks under \$1,500 without the Board approval. The Manager can endorse all checks following Board approval.
- xix. The Manager shall retain coverage of: Employee Dishonesty Coverage of \$500,000.
- xx. Also, see Manager's job description for additional duties and responsibilities.

3. **Insurance Administrator:** Duties include the following: managing insurance programs, compiles, and maintains records for use in employee benefits administration. Prepares reports of accidents and injuries at the District. Distributes information on and explains benefits programs. Verifies and completes benefits enrollment forms. Reviews reports from plan providers to verify accuracy and resolve differences. Sends enrollment information to benefit plan providers and other plan administrators.

4. **Human Resource Administrator:** Maintains files in accordance with the Laws of the State of Florida. Records employee information such as personal data, compensation, benefits, performance reviews or evaluations, and termination date and reason. Has the authority to hire and fire employees write reprimands and choose the proper penalties for the offense. Schedules and coordinates pre-employment, criminal background checks, driver's license checks, any written examinations, and drug screenings for all employees. Conducts yearly driver's license checks for all District employees. Updates employee files to document personnel actions and to provide information for payroll and other uses.

5. **Continuing Education.** The Manager is responsible to maintain their professional certifications and pursue continuing education.

### **EDUCATION AND/OR EXPERIENCE:**

This employee must have a high school diploma, preferred college or the equivalent in experience in working within a supervisory capacity in a Florida water control district. Continuing education in current trends and practices will be required.

## Job Description for District Manager

Completion of the Florida Association of Special District's ("FASD") Certified District Manager program or the ability to attain such certification within one year of employment is preferred.

### **LANGUAGE SKILLS**

Ability to read and interpret documents such as safety rules, operation and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.