

**AGENDA
SPECIAL MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
MARCH 12, 2024 @ 8:30 A.M.**

Board of Supervisors:

Robert C. Stern, Jr., Chair
Lani Gaver, Vice-Chair
Sydney B. Crampton
Taylor Meals
Seat #4

Staff:

Keith R. Ledford, Jr., Acting Administrator
Robert H. Berntsson, District Counsel
Dewey Futch, Water Operations Manager
David Larson, Wastewater Operations Manager
Lisa Hawkins, Finance Director
Heather Bagshaw, Human Resource Manager
Teresa L. Herzog, Executive Assistant

1. PLEDGE OF ALLEGIANCE & ROLL CALL
2. ANNOUNCEMENTS – Additions & Deletions
3. PUBLIC INPUT – To address the Board during this portion of the meeting you must fill out a card stating your name, address and telephone number for the record and what agenda item is to be addressed. Each person will be allowed no more than four (4) minutes.

CARDS MUST BE SUBMITTED PRIOR TO THE COMMENCEMENT OF THE MEETING.

4. ACTION ITEM
 - a. Acceptance of the Administrator's Resignation Agreement
 - b. Appointment of the Interim Administrator
5. DISCUSSION
6. PUBLIC COMMENT – To address the Board during this portion of the meeting you must provide your name, address and telephone number for the record. Each person will be allowed no more than four (4) minutes.
7. OLD BUSINESS
8. NEW BUSINESS
9. ADJOURN

Anyone who decides to appeal a decision of this Board will need a record of the proceedings pertaining thereto and therefore may need to insure that a verbatim record of the proceedings is made, which records includes the testimony and evidence upon which the appeal is to be based. **DISABILITY INFORMATION** – In accordance with the Americans with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact EWD at (941) 474-3217 no later than seven (7) days prior to the proceedings. If hearing impaired, telephone the Florida Relay Service at (800) 955-8771 (TCC) or (800) 955-8770 (VOICE) for assistance.

Posted: 03/06/2024

BOARD AGENDA ITEM SUMMARY

4a

MEETING DATE: March 12, 2024

SUBJECT: Acceptance of the Administrator's Resignation Agreement

CATEGORY: Consent Discussion Action

CONTACT PERSON: **Rob Berntsson**

DEPARTMENT: **Administration**

ITEM: **Acceptance of the Administrator's Resignation Agreement.**

PURPOSE / JUSTIFICATION: **To accept the Administrator's Resignation Agreement.**

MOTION: **1) To accept the Administrator's Resignation and 2) To authorize the Chair to sign Administrator, Ray Burroughs Resignation Agreement dated February 28, 2024.**

Prepared By: **Teresa Herzog**

Date: **March 5, 2024**

Approvals:

KRL
Acting Administrator

[Signature]
Finance

KRL
Technical Support

[Signature]
Water Operations

[Signature]
Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **Administrator's Resignation and Resignation Agreement**

Board of Supervisors
Englewood Water District

Dear Board:

I submit my resignation as Administrator of the Englewood Water District, effective
2/29/24, 2024.

Regards,



Raymond Burroughs

AGREEMENT

This Agreement is made and entered into by and between RAYMOND BURROUGHS (hereinafter "Employee") and the BOARD OF SUPERVISORS OF ENGLEWOOD WATER DISTRICT (hereinafter "EWD" or the "Employer").

1. Employee has resigned and his employment with EWD is terminated effective February 28, 2024. He will receive all base salary compensation for all work performed through said date of termination of employment via direct deposit on EWD's next regular pay period. This shall be paid to Employee regardless of whether he executes this Agreement.

2. Consideration. In consideration for Employee resigning his employment with EWD, which the parties agree is mutually beneficial, Employer agrees to pay Employee severance in the total sum of fifty-three thousand, sixteen dollars and zero cents (\$53,016.00)(hereinafter "Severance Amount"), which is the equivalent of twenty (20) weeks of severance. Upon Employee's timely election of COBRA, EWD will also pay for Employee's COBRA health insurance for a period of three (3) months. The Severance Amount is inclusive of all attorney's fees and legal costs and expenses and is in full accord and satisfaction, and final compromise settlement of all claims, whether known or unknown and whether or not ascertainable at the time of the execution of this Agreement, between the parties for monetary, legal and equitable relief, interest, attorney's fees, and legal costs and expenses. The aforesaid payment will be made by direct deposit on EWD's regular payroll periods starting the first pay period after the expiration of the revocation period set forth in Section 17 of this Agreement. The validity and enforceability of this Agreement is dependent on final approval by EWD's Board of Supervisors.

3. Release. The parties agree that for the sums specified in paragraph 2 above, and for other valuable consideration, the Employee, for himself and any legal representatives, heirs, executors, administrators, successors, and assigns, hereby, without reservation, voluntarily releases, waives, absolves, and forever discharges, to the full extent permitted by law, the Employer and its successors, elected officials, appointed officials, assigns, employees, agents, appointees, insurers, contractors, officers, servants, heirs, any and all other officials or employees of the State of Florida, and legal representatives, all in their official and individual capacities, and including former members of any of the foregoing groups (collectively referred to throughout this Agreement as the "Employer"), from any and all claims, demands, actions, liens, contracts, covenants, wages, obligations, debts, judgments, causes of action, or suits at law or in equity, of any kind or nature, whether these claims are known to Employee at this time or unknown, suspected or not suspected, and whether or not concealed or hidden, from the beginning of the world up to and including the date this Agreement is executed by both parties, and upon, or by reason of any damage, injury, or loss, including but not limited to, actual damages, compensatory damages, punitive damages, attorneys' fees, interest, costs, reinstatement, back pay, front pay, other special damages, general damages, claims for emotional distress, mental anguish and related claims, and/or other equitable relief.

4. General Release of Claims. The claims, demands, actions, causes of action, or suits at law or in equity encompassed by this Agreement include, but are not limited to, those arising

under the following¹:

The Florida Civil Rights Act, as amended, Florida Statutes Chapter 760;
Title VII of the Civil Rights Act of 1964, as amended;
The Civil Rights Act of 1991;
The Americans with Disabilities Act of 1990, as amended;
The Rehabilitation Act of 1973;
The Age Discrimination in Employment Act of 1967, as amended;
The Occupational Safety and Health Act;
The Older Workers Benefits Protection Act;
The Fair Labor Standards Act;
42 U.S.C. §§ 1981 through 1988, as amended;
The Family Medical Leave Act of 1993;
The Employment Retirement Income Security Act of 1974, as amended (except such rights as may be vested under any retirement plan sponsored by the Defendants);
The Immigration Reform and Control Act;
Consolidated Omnibus Budget Reconciliation Act of 1986;
Florida's Public Employees Relations Act;
Florida's Workers' Compensation laws, Chapter 440 Fla. Stat.;
Florida's Workers' Compensation Retaliation, § 440.205;
Florida Wage Discrimination Law - §448.07;
Florida Whistle-blower's Act - §§ 112.3187 - 112.31895;
Florida Equal Pay Law - §725.07

And any and all federal constitutional or statutory or common law actions, any and all state constitutional, statutory, or common law actions, and any and all local ordinances and regulations, except those that cannot be waived, such as worker's compensation claims for workplace injuries and unemployment claims.

5. No Further Action. In consideration of the terms set forth above, Employee hereby also agrees, on the Employee's own behalf as well as any heirs, executors, administrators and assigns, to waive, release, forever discharge and voluntarily covenant not to sue the Employer regarding any actions or omissions that occurred prior to execution of this Agreement. Employee hereby affirms that the Employee has not transferred or assigned to any person or entity any rights, claims, or causes of action which the Employee has or might have had against the Employer. Employee also affirms that the Employee has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against Employer in any forum or form. Employee expressly agrees that acceptance of the consideration stated in this Agreement shall be a complete bar to, and release from, any and all claims that could otherwise be brought in the future by Employee relating to employment with Employer based upon events prior to the execution of this Agreement. Employee further agrees that Employee is waiving the right to recover any monetary award should either the Employee, the Equal Opportunity Employment Commission, the Florida Commission

¹ Inclusion of these various potential causes of action does not concede that they are all applicable to Employer. References to statute chapters or sections are illustrative, and intended to include the laws described even if renumbered or amended as of the date of this Agreement.

on Human Relations, or any other agency or representative files a suit, charge, claim or action on the Employee's behalf against Employer with respect to Employee's employment with Employer. Employee further affirms that all employment matters that Employee reasonably believes were or could have been a violation of any federal, state or local law, rule, regulation or constitution have been brought to Employer's attention and are satisfactorily resolved. Employee further agrees that there is no reason to bring any suit, charge, complaint or similar action against Employer relating to any employment matters and that Employee will not do so in the future regarding any matters that existed prior to the execution of this Agreement. Employee hereby agrees that if Employee does file any such suit, charge, complaint or similar action relating to matters that existed prior to the execution of this Agreement, that Employer may submit a copy of this Agreement to the appropriate court, agency, or other body and that this Agreement shall act as a voluntary dismissal with prejudice by Employee of any such suit, charge, complaint or similar action. Notwithstanding the foregoing, this Agreement does not preclude Employee from filing any charge with the EEOC or any government agency or from participating in any EEOC or other government agency investigation or lawsuit; however, Employee waives the right to receive any monetary award, settlement, or judgment in connection with any charge, investigation, or lawsuit by any such government agency.

6. Employee Affirmations. Employee affirms that the Employee has reported all hours worked during employment with Employer, as of the date of this Agreement, and has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, incentives, and/or benefits to which the Employee may be entitled, and that no other leave (paid or unpaid), compensation, wages, bonuses, incentives, and/or benefits are due, except as provided for in this Agreement. Employee further affirms that the Employee has no known workplace injuries or occupational diseases. Employee also confirms that the Employee has been provided leave, and has not been denied leave, under the Family and Medical Leave Act.

7. No Effect on Public Records Law. Employee understands that nothing in this Agreement is intended to affect or does affect the Employer's obligations under Florida's Public Records laws, and that this Agreement and all other records regarding Employee may be subject to view by the public.

8. Warranty. Employee warrants there are no pending lawsuits, Complaints, or Charges filed by Employee relating to Employer, and Employee's undersigned counsel warrants that there are no pending lawsuits, Complaints, or Charges filed by Employee relating to Employer.

9. No Admission of Liability. This Agreement is freely entered into by all parties for the purpose of achieving final resolution of the disputes between them, but it in no way constitutes any admission, stipulation, or resolution of any issues of law or fact by any of the parties to this Agreement.

10. No Re-Application with Employer. Employee acknowledges that because of circumstances unique to the Employee, Employee shall not apply for employment or otherwise seek employment in the future with Employer (included but not limited to service as an independent contractor, consultant or volunteer). If Employee does reapply, Employee agrees that

this Agreement shall constitute a legitimate, non-retaliatory, non-discriminatory basis for Employer to choose to not interview or hire Employee.

11. Entire Agreement; Modification. The parties agree that this is the entire agreement between the parties. This Agreement overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Agreement. This Agreement is made without reliance upon any statement or representation of any party hereby released except those contained in this Agreement. This Agreement may not be modified except by a writing signed by all the parties to this Agreement. Any oral or written promises or assurances not contained in this Agreement are waived, abandoned, withdrawn and without legal effect.

12. Governing Law and Interpretation. The language of all parts of this Agreement shall be construed as a whole and according to its fair meaning and not strictly for or against either party and it is expressly understood and agreed that this Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions, and that any rule requiring construction of a document against its drafter shall not be applied in this case.

13. Remedies for Breach. The parties agree that if either Employee or Employer breaches this Agreement, that the only remedy therefor will be an action for breach of contract and that the proper venue for such action will be in state court in Sarasota County, Florida.

14. Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, and cannot be modified to be enforceable, excluding the release language in Sections 3 and 4, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

15. Amendment. This Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement.

16. Employee Has Read and Understood Release. Employee acknowledges that he has read and understands the purpose, tenure and effect of this Agreement, and he specifically acknowledges that he has been advised by the Defendants to consult with an attorney, and has had the opportunity to consult with his attorney before signing this Agreement. Employee further acknowledges that this Agreement fully, completely, accurately, and truly sets forth the agreement between the parties. Therefore, Employee agrees that signing this Agreement is done knowingly, freely, voluntarily and without the execution of duress.

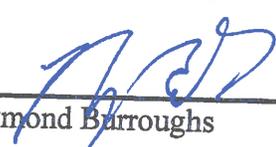
17. **Employee acknowledges that he was given twenty-one (21) days from the date of receipt of this Agreement to sign the Agreement, and that he was advised to consult with an attorney prior to the signing of this agreement, and that the parties agreed to negotiate changes to this agreement without extending the 21-day period. Employee acknowledges that if he decided to sign the agreement in less than twenty-one (21) days, it is because he freely chose to do so after careful consideration of the terms and benefits. In signing, Employee freely and knowingly, and after due consideration, enters into this Agreement**

intending to waive, settle, and release all claims and legal actions, including under the Age Discrimination in Employment Act, or any claim for attorney's fees or costs, that he has against EWD as of the date of the execution of this Agreement. Employee acknowledges that he has seven (7) days after the signing of the Agreement to revoke this Agreement by delivering written revocation to EWD's Board Chair, and that the Agreement will then be null and void. This Agreement shall not become effective or enforceable as to Employee until the eighth (8th) day after the date Employee signs the Agreement, and only upon approval by EWD's Board.

18. Non-disparagement. Employee agrees to refrain from making defamatory or disparaging remarks, comments, statements or writings about Employer and/or otherwise acting in any manner having the purpose or effect of causing harm to Employer's, standing, reputation or goodwill in the community.

19. The parties agree to accept signed facsimile copies of this Agreement as fully valid and enforceable. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

This agreement, consisting of five (5) pages, is entered into as of the last date of execution below.



Raymond Burroughs

Date: 2/28/24

Board of Supervisors,
Englewood Water District

Title: _____

Date: _____

BOARD AGENDA ITEM SUMMARY

4b

MEETING DATE: March 12, 2024

SUBJECT: Appointment of the Interim Administrator

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Rob Berntsson**

DEPARTMENT: **Administration**

ITEM: **Appointment of the Interim Administrator.**

PURPOSE / JUSTIFICATION: **To appoint an Interim Administrator.**

MOTION: **To appoint _____ as the Interim Administrator effective immediately.**

Prepared By: **Teresa Herzog**

Date: **March 5, 2024**

Approvals:

KRL
Acting Administrator

[Signature]
Finance

KRL
Technical Support

AP
Water Operations

[Signature]
Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **None**