

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

Meeting Date:

June 17, 2025

Agenda Item Number: G-1

Action Required:

Yes

Department:

General Manager

Sponsor:

Peter Rosasco

Subject:

Contractor Agreement

Summary:

Staff to present a contact agreement for approval.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$ 43,000.00

Expense

Funding Source:

N/A

Budgeted:

Yes

Attachments

1. Contract for Caridad Pinon

Approved By: _____

General Manager

Date: _____

6-12-25



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • Fax (305) 453-5807 • www.klwtd.com

AGREEMENT

THIS AGREEMENT is made this 1st day of July, 2025, by and between the following parties:

PARTIES:

The **Key Largo Wastewater Treatment District** (the “**District**”), whose address is:
PO Box 491, Key Largo, FL 33037, and

Caridad Pinon (“**Contractor**”), whose address is:

106003 Overseas Highway, Apt. 1401, Key Largo, FL 33037

STATEMENT OF WORK TO BE PERFORMED:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor agrees to perform the following work:

KLWTD Facility Cleaning Services:

Administration Office at \$200 per cleaning * 105 per year = \$21,000.00

Plant cleaning at \$150 per cleaning * 105 times per year = \$14,700.00

Vac I Office cleaning at \$120 per cleaning * 53 times per year = \$6,360.00

Vac I House at \$60 per cleaning * 6 times per year = \$360.00

Total - \$42,420.00

FY25 Budget - \$43,000.00

CONSIDERATION:

For and in consideration of the work to be performed by Contractor, the District agrees to pay Contractor the following sums at the following times or under the following conditions:

Not To Exceed Amount to be paid to Contractor: \$ 43,000 Annually

When payment is to be made (date and/or conditions of payment):

Payment is to be made under the following schedule and conditions: Bi-Monthly Billing

INDEPENDENT CONTRACTOR:

Contractor shall perform any and all work due under this Agreement as an independent entity. It is explicitly understood and agreed that Contractor, its employees, agents, and representatives are not employees of the District. No part of this Agreement shall be construed to establish an employer/employee relationship between the District and Contractor.

AUTHORITY TO CONTRACT AND SUBCONTRACT:

Contractor shall have no authority to incur any obligations or liabilities on behalf of the District. Contractor shall not enter into any subcontracts, other than those described herein, without obtaining prior written approval from the District. Should Contractor obtain prior written approval to enter into a subcontract with a qualified provider of services or materials, the Subcontractor shall acknowledge the binding nature of this Agreement and incorporate this Agreement, with attachments, into the subcontract.

TERM AND TERMINATION:

The term of this Agreement shall begin on July 1, 2025 and shall continue in effect until either party inform the other party by written notice that they wish to renegotiate the terms. Either party, upon thirty (30) days written notice may terminate this Agreement.

COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all governmental authorities relating to the performance of the work. If any of the Agreement documents are at variance with any such requirements, the Contractor shall notify the District promptly on discovery of the variance.

E-VERIFY SYSTEM PARTICIPATION:

The District participates in the E-Verify System operated by the United States Department of Homeland Security. The Contractor shall certify to the District that it has registered with and utilizes the E-Verify System to confirm the work authorization of all newly hired employees and agrees to use the E-Verify System throughout the duration of this contract. The Contractor shall deliver to the District a copy of each affidavit required to be provided to Contractor by each Subcontractor stating that the Subcontractor does not employ, contract or subcontract with any unauthorized alien. In the event the District notifies the Contractor it has reason to believe that any Subcontractor providing services or materials in connection with Contractor's performance of its obligations under this contract is not using the E-Verify System, the Contractor shall immediately dismiss the Subcontractor.

INDEMNITY AND HOLD HARMLESS AGREEMENT:

Contractor agrees to indemnify and hold harmless the District, its agents and its employees, from and against all claims, damages, losses, and expenses, arising out of Contractor's performance of the work,

for bodily injury, illness, or death, or for property damage, including loss of use, caused in whole or in part by Contractor's negligent act or omission, or that of a Subcontractor, or that of anyone employed by them or for whose acts Contractor or the Subcontractor may be liable.

ENTIRE UNDERSTANDING:

This Agreement, along with any exhibits attached hereto, represents the entire understanding between the parties; and any representations, inducements, promises, or agreements, oral or otherwise, entered into prior to the execution of this Agreement are null and void. In the event of any inconsistency between the provisions of this Agreement and any provision of the Statement of Work or any other documents attached hereto, the provisions of this Agreement shall control. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

APPLICABLE LAW AND FORUM SELECTION:

This Agreement shall be governed by and construed according to the laws of the State of Florida and venue shall be proper exclusively in Monroe County, Florida. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ATTORNEYS' FEES

If suit is brought by either party to enforce this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and costs of suit.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

KEY LARGO WASTEWATER
TREATMENT DISTRICT

CARIDAD PINON

By: _____
Peter Rosasco, General Manager

By: _____

Dated: _____

Dated: _____