



Key Largo Wastewater Treatment District
Board of Commissioner's Meeting
Tuesday, November 7, 2023
4:00 PM

AGENDA

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

Meeting link for computer, tablet, or
smartphone.
[www.gotomeet.me/KLWTDClerkboard-
meeting](http://www.gotomeet.me/KLWTDClerkboard-meeting)

(Toll Free): 1 877 309 2073
(646) 749-3129

Access Code: 587-583-005

BOARD MEMBERS:

Nicolas Rodriguez	Chairman
Timothy Maloney	Vice Chairman
Susan Heim	Secretary-Treasurer
Robert Majeska	Commissioner
Philip Schwartz	Commissioner

DISTRICT STAFF:

Peter Rosasco	General Manager
Nicholas Mulick	General Counsel
Shannon McCully	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.

A. CALL TO ORDER	
B. PLEDGE OF ALLEGIANCE	
C. ROLL CALL	
D. AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS	
E. PUBLIC COMMENT	
F. APPROVAL OF MINUTES OF PREVIOUS MEETING	
1. Minutes of October 17, 2023	4
G. GENERAL MANAGER	
H. CUSTOMER SERVICE	
I. IT	
1. ENS Disaster Recovery Services Agreement Renewal	9
2. ENS Security Services Agreement Renewal	17
J. BUDGET AND FINANCE	
K. FIELD	
1. Field Report – September 2023	25
L. PLANT/FACILITIES	
1. Plant/Facilities Report – September 2023	30
2. Forklift Purchase	33
M. CAPITAL PROJECTS	
1. KLWTD Keys Holding Lift Station Change Order #1 - Time Only Extension	35

N. ENGINEERING

O. LEGAL

P. COMMISSIONER'S ITEMS

1. Customer Letter of Recognition

38

Q. ROUNDTABLE

R. ADJOURNMENT

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

Meeting Date:
November 7, 2023

Agenda Item Number: F-1


Action Required:
Yes

Department: Legal Sponsor: Nick Mulick

Subject:
Minutes of October 17, 2023

Summary:
Staff to present the minutes from October 17, 2023 board meeting for approval.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Minutes
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 11-2-23
General Manager



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, October 17, 2023

MINUTES

CALL TO ORDER (A)

Chairman Nicolas Rodriguez called the meeting to order at 4:01 PM.

PLEDGE OF ALLEGIANCE (B)

Mr. Steve Suggs led the Pledge of Allegiance.

ROLL CALL (C)

Present were: Chairman Nicolas Rodriguez; Commissioners Sue Heim, Robert Majeska, Tim Maloney, and Philip Schwartz

Also present; General Manager Peter Rosasco; General Counsel Nicholas Mulick; Finance Manager Connie Fazio; Plant/Facilities Manager Ryan Dempsey; Weiler Engineering Steve Suggs and Jessica Huff; Project Administration and HR Coordinator Laura Weinstock (acting as District Clerk); Lead Plant Operator Jerry Baker; IT Support Manny Santana

Appeared Virtually: IT Consultant Randy Redmond

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (D-1)

Motion: Commissioner Heim made a motion to approve the agenda as amended. Commissioner Maloney seconded the motion. Motion passed without objection.

PUBLIC COMMENT (E)

Name and Address
Andrew Tobin, Key Largo

Subject
Agenda Item: I-1

APPROVAL OF MINUTES (F)

Minutes of October 3, 2023 (F-1)

Motion: Commissioner Maloney made a motion to approve the minutes of October 3, 2023. Commissioner Schwartz seconded the motion. Motion passed without objection.

GENERAL MANAGER (G)

November/December Holiday Board Meeting Schedule (G-1)

Mr. Rosasco discussed the 2023 Board Meeting Schedule.

Motion: Commissioner Heim made a motion to move the November 21, 2023 Board Meeting to November 28, 2023. Commissioner Maloney seconded the motion.

Motion: Commissioner Majeska made a motion to move the December 5, 2023 Board Meeting to December 12, 2023. Commissioner Heim seconded the motion.

Vote on both Motions:

Commissioner Heim – Aye
Commissioner Majeska – Aye
Commissioner Maloney – Aye
Commissioner Schwartz – Aye
Chairman Rodriguez – Aye

CUSTOMER SERVICE (H)

Customer Service Report - September 2023 (H-1)

Ms. Fazio presented the Customer Service Report for September 2023.

IT (I)

IT Report - September 2023 (I-1)

Mr. Redmond presented the IT Report for September 2023.

ENS Disaster Recovery Agreement Renewal (I-2)

Withdrawn from agenda.

ENS Security Agreement Renewal (I-3)

Withdrawn from agenda.

BUDGET AND FINANCE (J)

Budget and Finance Report - September 2023 (J-1)

Ms. Fazio presented the Budget and Finance Report for September 2023.

FIELD (K)

Field Report - September 2023 (K-1)

Moved to November 7, 2023 meeting.

PLANT/FACILITIES (L)

No Report in agenda.

CAPITAL PROJECTS (M)

Capital Projects Report - September 2023 (M-1)

Mr. Suggs presented the Capital Projects Report for September 2023

VPS Mods Change Order #2 (M-2)

Mr. Suggs presented Change Order #2 for the Vac Station Modification project for approval.

Motion: Commissioner Majeska made a motion to approve Change Order #2 subject to General Counsel's revisions to the Contractor Affidavit. Commissioner Maloney seconded the motion.

Vote on Motion:

Commissioner Majeska– Aye
Commissioner Maloney– Aye
Commissioner Schwartz– Aye
Commissioner Heim– Aye
Chairman Rodriguez – Aye

ENGINEERING (N)
No Report in agenda.

LEGAL REPORT (O)
Employee Handbook Section 5.1 Holidays (O-1)
Mr. Mulick presented the Employee Handbook Section 5.1 Holidays.

Motion: Chairman Rodriguez made a motion to approve Option 2 for the Employee Handbook Section 5.1 Holidays. Commissioner Heim seconded the motion.

Vote on Motion:

Chairman Rodriguez – Aye
Commissioner Heim– Aye
Commissioner Majeska– Nay
Commissioner Schwartz – Aye
Chairman Maloney – Aye

Board Policies and Practices Manual Resolution 16-2023 (O-2)
Mr. Mulick presented Resolution 16-2023 for approval.

Motion: Commissioner Heim made a motion to approve Resolution 16-2023. Commissioner Majeska seconded the motion.

Vote on Motion:

Commissioner Majeska – Aye
Commissioner Heim – Aye
Commissioner Maloney – Aye
Commissioner Schwartz – Nay
Chairman Rodriguez – Aye

COMMISSIONER ITEMS (P)
Reconsideration of District Holidays 2024 (P-1)
Withdrawn from agenda.

2024 Board Meeting Schedule (P-2)
Commissioner Heim presented the 2024 Board Meeting Schedule for discussion, noting that the attached schedule only applied to 2024 Board Meetings, not District Holidays. The January 2, 2024 Board Meeting was moved to January 9, 2023 Board Meeting was moved to January 23, 2024.

ROUNDTABLE DISCUSSION (Q)

No Report.

ADJOURNMENT (R)

The meeting was adjourned at 5:50 pm.

Nicolas Rodriquez, Chairman

Shannon McCully, Clerk

Seal _____

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

Meeting Date:
November 7, 2023

Agenda Item Number: I-1

Action Required:
Yes

Department: IT Sponsor: ENS

Subject:
ENS Disaster Recovery Services Agreement Renewal

Summary:
ENS will present

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 30,000.00	1. ENS Disaster Recovery Services Agreement
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By:  Date: 11-2-23
General Manager

EssentialNet Solutions
Managed Disaster Recovery
Services Agreement

1.0 Term of Agreement

This Agreement between Key Largo Wastewater Treatment District, herein referred to as Client, and Networked Solutions, Inc. (dba ENS), hereinafter referred to as Service Partner, shall become effective on the date it is fully executed by an authorized officer of both of the Parties., and shall remain in force for a period of 36 months. This Agreement shall automatically renew for a subsequent term equal to the initial term, beginning on the day immediately following the end of the Initial Term, unless either party has given the other party thirty (30) days' prior written notice of its intent not to renew this Agreement.

1.1 This Agreement may be terminated by either party upon thirty (30) days' written notice to the other.

1.2 Service Partner may immediately terminate this agreement in the event Client fails to perform its obligation for payment of invoices pursuant to this Agreement. In such event, Service Partner shall have the right to immediately recover for all services performed prior to the date of termination. Client shall be liable for all costs of collection including reasonable attorney's fees incurred by Service Partner to enforce its rights under this Agreement.

1.3 If either party terminates this Agreement, Service Partner will assist Client in the orderly termination of services, including timely transfer of the services to another designated contractor. Client agrees to pay Service Partner the actual costs of rendering such assistance at then-current labor rates.

2.0 Fees and Payment Schedule

Charges will be invoiced to Client monthly, and Client shall make payment in accordance with the provisions of the FLORIDA PROMPT PAYMENT ACT, Florida Statutes section 218.70 et seq. Service Partner reserves the right to suspend services if payment is not received within 30 days following due date.

It is understood that Services requested by Client falling outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services at then-current rates.

3.0 Taxes

It is understood and agreed that no Federal, State or local Taxes shall be added to any invoice for services or materials rendered under this Agreement. Client shall provide Service Partner with a valid exemption certificate for the state of Florida.

4.0 Services

Client desires to engage Service Partner for the management and support of IT disaster recovery services as described in Exhibit A.

5.0 Indemnities and Limitations of Liability

5.1 Infringement Claims.

Subject to the limitations set forth in Section 5.0, Service Partner and Client each agree to indemnify defend and hold the other harmless against any action to the extent that such action is based upon a claim that the software or Confidential Information provided by the indemnitor, or any part thereof, infringes upon the intellectual property rights of any third party.

5.2 Third Party Indemnification of Service Partner

Client acknowledges that by entering into and performing its obligations under this Agreement and each order, Service Partner will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 5.3, to indemnify, defend and hold Service Partner harmless from any and all third party claims, actions, damages, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of or related to the conduct of Client's business, including, without limitation, the use by Client of the services provided by Service Partner in accordance with this Agreement.

5.3 Procedures.

All indemnification obligations under this Section 5.0 shall be subject to the following requirements: (a) the indemnified party shall provide the indemnifying party with prompt written notice of any claim; (b) the indemnified party shall permit the indemnifying party to assume and control the defense of any action upon the indemnifying party's written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (c) the indemnifying party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. In the event that the indemnifying party assumes the defense of any such claim, the indemnifying party shall have no liability for attorney's fees and costs incurred by the indemnified party.

5.4 Liability.

Subject to the provisions of section 5.0 above, service partner does not accept liability beyond the remedies set forth herein, including any liability for services not being available for use or for lost or corrupted data or software, or the provision of services and support. Service partner will not be liable for lost profits, loss of business or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein. Client agrees that for any liability related to the purchase of products or services, in the absence of a showing of gross negligence, the service partner is not liable or responsible for any amount of damages above one month's dollar amount paid by client for the purchase of services under this agreement. Client acknowledges that service partner would not enter into this agreement without these limitations on liability.

6.0 Confidentiality

6.1 Scope of Obligation

In connection with the Services performed under this Agreement, the parties may have access to the other party's Confidential Information. "Confidential Information" means non-public information that the disclosing party designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential and information received from others that the disclosing party is obligated to treat as confidential. Confidential Information includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, data files, documentation, specifications, databases, networks, system design, file layouts, tool combinations and development methods, as well as, information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, Client lists and financial results. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than a reasonable standard of care.

Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving

party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. A party's Confidential Information may only be used by the other party in order to fulfill its obligations under this Agreement.

6.2 Exceptions

Confidential Information shall not include any information that: {a) is already known to the receiving party or its affiliates; {c) is received by the receiving party from a third party without any restriction on confidentiality; {d) is independently developed by the receiving party or its affiliates; {e) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or {f) is approved for release by prior written authorization of the disclosing party.

6.3 Residual Rights

Each party acknowledges that the other may, as a result of its receipt of or exposure to the other party's Confidential Information, increase or enhance the knowledge and experience retained in the unaided memories of its directors, employees, agents or contractors. Notwithstanding anything to the contrary in this Agreement, each party and its directors, employees, agents or contractors may use and disclose such knowledge and experience in such party's business, so long as such use or disclosure does not involve specific Confidential Information received from the other party. The disclosing party will not have rights in such knowledge and experience acquired by the recipient party, nor rights in any business endeavors of the recipient party which may use such knowledge and experience, nor rights to compensation related to the recipient party's use of such knowledge and experience.

6.4 Irreparable Harm.

Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of proving actual harm or posting bond.

6.5 Survival of Obligation.

The terms and provisions of this Section 6.0 shall survive any expiration or termination of this Agreement.

7.0 Ownership of Work Product

7.1 General

All worldwide intellectual property rights associated with any ideas, concepts, techniques, processes, or other work product created by Service Partner during the course of performing the Services and acquired or developed as a result of performing the services, shall belong to Client. Unless this Agreement is terminated by Service Partner for Client's material breach or failure to make payments to Service Partner, Service Partner hereby grants to Client a perpetual, royalty-free, nontransferable, nonexclusive license to use, solely for Client's internal business purposes, the object code form of any application software programs or other work product created by Service Partner in performing the Services.

7.2 Development Tools

Notwithstanding anything to the contrary in this Agreement, Service Partner will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Managed Services which are based on trade secrets or proprietary information of Service Partner or are otherwise owned or licensed by Service Partner. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Service Partner or Client to violate the proprietary rights of any third party in any software or otherwise.

7.3 Further Assurances.

Service Partner and Client agree to execute and deliver such other instruments and documents as either party reasonably

requests to evidence or effect the transactions contemplated by this Section 9.0. The provisions of this Section 9.0 will survive the expiration or termination of this Agreement.

8.0 Right to Engage in Other Activities

Client acknowledges and agrees that nothing in this Agreement will impair Service Partner's right to perform services or acquire, license, market, distribute, develop for itself or others or have others develop for Service Partner similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

8.1 Independent Contractor

Service Partner is an independent contractor. Neither Service Partner nor Client are, or shall be deemed for any purpose to be, employees or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation.

9.0 Settlement of Disputes

9.1 Notice and Mediation

In the event a dispute arises regarding the interpretation of the terms and conditions of this Agreement, the parties agree to meet with each other in an effort to achieve a good faith resolution of the dispute within five working days of the date either party receives written notification from the other that there is a dispute.

In the event the parties are unable to arrange a meeting within the required time, the parties may mutually agree, in writing, to schedule the meeting at a later date. In the event the meeting is delayed by mutual agreement, neither party shall be entitled to compensation for any delay arising from or related to the dispute.

Either party's willful and deliberate refusal, or failure, to meet this requirement shall serve as a complete abandonment of any rights or defenses that party may have in regard to the matter in dispute.

In the event the parties are unable to reach an amicable resolution of the dispute at the meeting required above, the parties agree to participate in non-binding mediation in a good faith effort to resolve the dispute within ten working days of the date of their initial dispute resolution meeting. The mediator shall be selected by mutual agreement of the parties. In the event the parties are unable to agree, the mediator shall be selected in accordance with the rules of the American Arbitration Association. Each party shall be responsible for its own costs in participating in any such mediation, and one half of the costs of the mediator.

In the event the parties are unable to arrange mediation within the required time, the parties may mutually agree, in writing, to schedule the mediation at a later date. In the event the mediation is delayed by mutual agreement, neither party shall be entitled to compensation for any delay arising from or related to the dispute.

Either party's willful and deliberate refusal, or failure, to meet this requirement shall serve as a complete abandonment of any rights or defenses that party may have in regard to the matter in dispute.

9.2 Litigation

If the Parties are unable to resolve the dispute by mediation, the Client shall retain any and all rights Client may have to institute a legal action to enforce Client's interpretation of the Agreement, and Client is entitled to recover any damages authorized by the Agreement, by equity or by law in the event Client prevails in such litigation.

In no event shall any statements or other communications between the parties at mediation, whether the communication is to the other party, a third party or the mediator, or any documents produced by either party, a third party or a mediator in the mediation in accordance with the requirements of these provisions be admissible in the event of any subsequent litigation between the parties.

10.0 Assignment

Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement to an entity who acquires substantially all of the stock or assets of such party; provided that consent will be required in the event that the non-assigning party reasonably determines that the assignee will not have sufficient capital or assets to perform its obligations hereunder. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.

11.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to conflict of laws principles. Venue for all legal actions under this Agreement shall be in Monroe County, Florida or in the federal Courts serving Monroe County Florida.

12.0 Service of Notice

All notices or other relevant communications required hereunder shall be in writing and shall be deemed to be sufficient if personally delivered, sent by registered or certified mail (return receipt requested) or express courier service with postage and/or courier charges pre-paid to the parties' respective addresses provided above. In the event, there is a limited time to respond to any notices given under this contract, the period of time to provide notice shall run from the date of receipt of the notice by Client or Service Partner. In no event shall notices delivered by facsimile or electronic mail be considered "notice" under the terms and conditions of this contract.

For the purposes of providing notice under this contract, the Authorized Representative of Service Partner is David Soper and, the Authorized Representative of Client is the General Manager of the Key Largo Wastewater Treatment District and may not be changed except in writing specifically referring to this paragraph of the contract. Any communication addressed to any other individuals shall not serve as notice under the terms and conditions of this contract

13.0 Entire Agreement and Modifications

Each party acknowledges that it has read this Agreement and further agrees that the Agreement is the complete and exclusive statement of the parties and supersedes and merges all prior proposals, understandings, and agreements, oral or written,

between the parties relating to the subject matter hereof, including without limitation, the terms of any Client request for proposal. No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

14.0 Severability

In the event any one or more of the provisions of this Agreement is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

15.0 Force Majeure

Service Partner shall not be responsible for failure to perform under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption, loss of a IP address or other disruption to Internet connection, or any cause beyond its reasonable control.

16.0 Non-Solicitation of Employees

16.1 Client acknowledges that Service Partner has a substantial investment in its employees that provide Services to Client under this Agreement and that such employees are subject to Service Partner' control and supervision. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first

receiving Service Partner' written consent.

16.2 If any employee terminates his or her employment with Service Partner (regardless of the reason for termination), and is employed by Client (or any affiliate or subsidiary of Client) in any capacity either during or within a one (1) year period, Client shall immediately pay Service Partner an amount equal to 50% of the then current yearly salary or wage paid by Service Partner to such employee.

17.0 Agreement Headings and Numbering

Paragraph headings and numbers used in this Agreement are included for convenience of reference only, and, if there is any conflict between any such numbers and headings, and the text of the Agreement, the text shall control.

18.0 Execution and Acceptance of Service Agreement

This Agreement may be executed in one or more counterparts, each of which shall be considered and original, but all of which together shall constitute one and the same instrument. The addition of executed Quotes for Services, not included in Exhibit A at the signing of this Agreement, shall result in an adjustment to the Client's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

EssentialNet Solutions

Key Largo Wastewater Treatment District

Name: David Soper

Name: Peter Rosasco

Title: CEO

Title: General Manager

Authorized Signature: *David Soper*

Authorized Signature:

Date: 10/1/2023

Date:

EXHIBIT A



EssentialNet Solutions
 2301 W Eau Gallie Blvd
 Suite 4
 Melbourne, FL 32935
 (321) 269-3242

Date	
10/01/2023	

Bill To:
Key Largo Wastewater Treatment District Attn: Finance Department 103355 Overseas Hwy Key Largo, FL 33037 United States

Ship To
Key Largo Wastewater Treatment District 103355 Overseas Hwy Key Largo, FL 33037 United States

+

Terms	PO Number	Reference
Net 30 days	Disaster Recovery Services	Monthly Billing for October

Managed Services Details	Quantity	Price	Amount
Agreement Key Largo Waste - Disaster Recovery Services			
Essential Net Solutions Disaster Recovery as a Service (DRaaS) - 3 Year term Includes: • On-site Hardware unit cost, 40TB. • 10 TB Cloud Retention • Shipping Costs • Implementation • Hardware and software support	1.00	\$2,500.00	\$2,500.00
Total Managed Services Details:			\$2,500.00

Thank You for your business! Please note a 3% convenience fee will be applied to all payments made with credit card. Please visit our payment portal at ensusa.connectboosterportal.com/platform/paynow to make a payment online	Invoice Subtotal:	\$2,500.00
	Sales Tax:	\$0.00
	Invoice Total:	\$2,500.00
	Payments:	\$0.00
	Credits:	\$0.00
	Balance Due:	\$2,500.00

Please visit our payment portal at ensusa.connectboosterportal.com to pay online
 If you do not currently have an active login please use the Request Account link on the sign in page

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

Meeting Date:
November 7, 2023

Agenda Item Number: I-2


Action Required:
Yes

Department: IT Sponsor: ENS

Subject:
ENS Security Services Agreement Renewal

Summary:
ENS will present the Security Services Agreement Renewal for approval.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 22,080.00	1. Security Services Agreement
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By:  Date: 11-2-23
General Manager

EssentialNet Solutions
Managed Security Services
Agreement

1.1 Term of Agreement

This Agreement between Key Largo Wastewater Treatment District, herein referred to as Client, and Networked Solutions, Inc. (dba ENS), hereinafter referred to as Service Partner, shall become effective on the date it is fully executed by an authorized officer of both of the Parties., and shall remain in force for a period of 36 months. This Agreement shall automatically renew for a subsequent term equal to the initial term, beginning on the day immediately following the end of the Initial Term, unless either party has given the other party thirty (30) days' prior written notice of its intent not to renew this Agreement.

1.2 This Agreement may be terminated by either party upon thirty (30) days' written notice to the other.

1.3 Service Partner may immediately terminate this agreement in the event Client fails to perform its obligation for payment of invoices pursuant to this Agreement. In such event, Service Partner shall have the right to immediately recover for all services performed prior to the date of termination. Client shall be liable for all costs of collection including reasonable attorney's fees incurred by Service Partner to enforce its rights under this Agreement.

1.4 If either party terminates this Agreement, Service Partner will assist Client in the orderly termination of services, including timely transfer of the services to another designated contractor. Client agrees to pay Service Partner the actual costs of rendering such assistance at then-current labor rates.

2.0 Fees and Payment Schedule

Charges will be invoiced to Client monthly, and Client shall make payment in accordance with the provisions of the FLORIDA PROMPT PAYMENT ACT, Florida Statutes section 218.70 et seq. Service Partner reserves the right to suspend services if payment is not received within 30 days following due date.

It is understood that Services requested by Client falling outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services at then-current rates.

3.0 Taxes

It is understood and agreed that no Federal, State or local Taxes shall be added to any invoice for services or materials rendered under this Agreement. Client shall provide Service Partner with a valid exemption certificate for the state of Florida.

4.0 Services

Client desires to engage Service Partner for the management and support of IT security services as described in Exhibit A.

5.0 Indemnities and Limitations of Liability

5.1 Infringement Claims.

Subject to the limitations set forth in Section 5.3, Service Partner and Client each agree to indemnify defend and hold the other harmless against any action to the extent that such action is based upon a claim that the software or Confidential Information provided by the indemnitor, or any part thereof, infringes upon the intellectual property rights of any third party.

5.2 Third Party Indemnification of Service Partner

Client acknowledges that by entering into and performing its obligations under this Agreement and each order, Service Partner will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 5.3, to indemnify, defend and hold Service Partner harmless from any and all third party claims, actions, damages, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of or related to the conduct of Client's business, including, without limitation, the use by Client of the services provided by Service Partner in accordance with this Agreement.

5.3 Procedures.

All indemnification obligations under this Section 5.0 shall be subject to the following requirements: (a) the indemnified party shall provide the indemnifying party with prompt written notice of any claim; (b) the indemnified party shall permit the indemnifying party to assume and control the defense of any action upon the indemnifying party's written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (c) the indemnifying party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. In the event that the indemnifying party assumes the defense of any such claim, the indemnifying party shall have no liability for attorney's fees and costs incurred by the indemnified party.

5.4 Liability.

Subject to the provisions of section 5.0 above, service partner does not accept liability beyond the remedies set forth herein, including any liability for services not being available for use or for lost or corrupted data or software, or the provision of services and support. Service partner will not be liable for lost profits, loss of business or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein. Client agrees that for any liability related to the purchase of products or services, in the absence of a showing of gross negligence, the service partner is not liable or responsible for any amount of damages above one month's dollar amount paid by client for the purchase of services under this agreement. Client acknowledges that service partner would not enter into this agreement without these limitations on liability.

6.0 Confidentiality

6.1 Scope of Obligation

In connection with the Services performed under this Agreement, the parties may have access to the other party's Confidential Information. "Confidential Information" means non-public information that the disclosing party designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential and information received from others that the disclosing party is obligated to treat as confidential. Confidential Information includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, data files, documentation, specifications, databases, networks, system design, file layouts, tool combinations and development methods, as well as, information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, Client lists and financial results. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than a reasonable standard of care.

Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving

party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. A party's Confidential Information may only be used by the other party in order to fulfill its obligations under this Agreement.

6.2 Exceptions

Confidential Information shall not include any information that: {a) is already known to the receiving party or its affiliates; {c) is received by the receiving party from a third party without any restriction on confidentiality; {d) is independently developed by the receiving party or its affiliates; {e) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or {f) is approved for release by prior written authorization of the disclosing party.

6.3 Residual Rights

Each party acknowledges that the other may, as a result of its receipt of or exposure to the other party's Confidential Information, increase or enhance the knowledge and experience retained in the unaided memories of its directors, employees, agents or contractors. Notwithstanding anything to the contrary in this Agreement, each party and its directors, employees, agents or contractors may use and disclose such knowledge and experience in such party's business, so long as such use or disclosure does not involve specific Confidential Information received from the other party. The disclosing party will not have rights in such knowledge and experience acquired by the recipient party, nor rights in any business endeavors of the recipient party which may use such knowledge and experience, nor rights to compensation related to the recipient party's use of such knowledge and experience.

6.4 Irreparable Harm.

Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of proving actual harm or posting bond.

6.5 Survival of Obligation.

The terms and provisions of this Section 8.0 shall survive any expiration or termination of this Agreement.

7.0 Ownership of Work Product

7.1 General

All worldwide intellectual property rights associated with any ideas, concepts, techniques, processes, or other work product created by Service Partner during the course of performing the Services and acquired or developed as a result of performing the services, shall belong to Client. Unless this Agreement is terminated by Service Partner for Client's material breach or failure to make payments to Service Partner, Service Partner hereby grants to Client a perpetual, royalty-free, nontransferable, nonexclusive license to use, solely for Client's internal business purposes, the object code form of any application software programs or other work product created by Service Partner in performing the Services.

7.2 Development Tools

Notwithstanding anything to the contrary in this Agreement, Service Partner will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Managed Services which are based on trade secrets or proprietary information of Service Partner or are otherwise owned or licensed by Service Partner. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Service Partner or Client to violate the proprietary rights of any third party in any software or otherwise.

7.3 Further Assurances.

Service Partner and Client agree to execute and deliver such other instruments and documents as either party reasonably

requests to evidence or effect the transactions contemplated by this Section 7.0. The provisions of this Section 7.0 will survive the expiration or termination of this Agreement.

8.0 Right to Engage in Other Activities

Client acknowledges and agrees that nothing in this Agreement will impair Service Partner's right to perform services or acquire, license, market, distribute, develop for itself or others or have others develop for Service Partner similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

8.1 Independent Contractor

Service Partner is an independent contractor. Neither Service Partner nor Client are, or shall be deemed for any purpose to be, employees or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation.

9.0 Settlement of Disputes

9.1 Notice and Mediation

In the event a dispute arises regarding the interpretation of the terms and conditions of this Agreement, the parties agree to meet with each other in an effort to achieve a good faith resolution of the dispute within five working days of the date either party receives written notification from the other that there is a dispute.

In the event the parties are unable to arrange a meeting within the required time, the parties may mutually agree, in writing, to schedule the meeting at a later date. In the event the meeting is delayed by mutual agreement, neither party shall be entitled to compensation for any delay arising from or related to the dispute.

Either party's willful and deliberate refusal, or failure, to meet this requirement shall serve as a complete abandonment of any rights or defenses that party may have in regard to the matter in dispute.

In the event the parties are unable to reach an amicable resolution of the dispute at the meeting required above, the parties agree to participate in non-binding mediation in a good faith effort to resolve the dispute within ten working days of the date of their initial dispute resolution meeting. The mediator shall be selected by mutual agreement of the parties. In the event the parties are unable to agree, the mediator shall be selected in accordance with the rules of the American Arbitration Association. Each party shall be responsible for its own costs in participating in any such mediation, and one half of the costs of the mediator.

In the event the parties are unable to arrange mediation within the required time, the parties may mutually agree, in writing, to schedule the mediation at a later date. In the event the mediation is delayed by mutual agreement, neither party shall be entitled to compensation for any delay arising from or related to the dispute.

Either party's willful and deliberate refusal, or failure, to meet this requirement shall serve as a complete abandonment of any rights or defenses that party may have in regard to the matter in dispute.

9.2 Litigation

If the Parties are unable to resolve the dispute by mediation, the Client shall retain any and all rights Client may have to institute a legal action to enforce Client's interpretation of the Agreement, and Client is entitled to recover any damages authorized by the Agreement, by equity or by law in the event Client prevails in such litigation.

In no event shall any statements or other communications between the parties at mediation, whether the communication is to the other party, a third party or the mediator, or any documents produced by either party, a third party or a mediator in the mediation in accordance with the requirements of these provisions be admissible in the event of any subsequent litigation between the parties.

10.0 Assignment

Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement to an entity who acquires substantially all of the stock or assets of such party; provided that consent will be required in the event that the non-assigning party reasonably determines that the assignee will not have sufficient capital or assets to perform its obligations hereunder. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.

11.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to conflict of laws principles. Venue for all legal actions under this Agreement shall be in Monroe County, Florida or in the federal Courts serving Monroe County Florida.

12.0 Service of Notice

All notices or other relevant communications required hereunder shall be in writing and shall be deemed to be sufficient if personally delivered, sent by registered or certified mail (return receipt requested) or express courier service with postage and/or courier charges pre-paid to the parties' respective addresses provided above. In the event, there is a limited time to respond to any notices given under this contract, the period of time to provide notice shall run from the date of receipt of the notice by Client or Service Partner. In no event shall notices delivered by facsimile or electronic mail be considered "notice" under the terms and conditions of this contract.

For the purposes of providing notice under this contract, the Authorized Representative of Service Partner is David Soper and, the Authorized Representative of Client is the General Manager of the Key Largo Wastewater Treatment District and may not be changed except in writing specifically referring to this paragraph of the contract. Any communication addressed to any other individuals shall not serve as notice under the terms and conditions of this contract

13.0 Entire Agreement and Modifications

Each party acknowledges that it has read this Agreement and further agrees that the Agreement is the complete and exclusive statement of the parties and supersedes and merges all prior proposals, understandings, and agreements, oral or written, between the parties relating to the subject matter hereof, including without limitation, the terms of any Client request for proposal. No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

14.0 Severability

In the event any one or more of the provisions of this Agreement is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

15.0 Force Majeure

Service Partner shall not be responsible for failure to perform under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption, loss of a IP address or other disruption to Internet connection, or any cause beyond its reasonable control.

16.0 Non-Solicitation of Employees

16.1 Client acknowledges that Service Partner has a substantial investment in its employees that provide Services to Client under this Agreement and that such employees are subject to Service Partner' control and supervision. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first

receiving Service Partner' written consent.

16.2 If any employee terminates his or her employment with Service Partner (regardless of the reason for termination), and is employed by Client (or any affiliate or subsidiary of Client) in any capacity either during or within a one (1) year period, Client shall immediately pay Service Partner an amount equal to 50% of the then current yearly salary or wage paid by Service Partner to such employee.

17.0 Agreement Headings and Numbering

Paragraph headings and numbers used in this Agreement are included for convenience of reference only, and, if there is any conflict between any such numbers and headings, and the text of the Agreement, the text shall control.

18.0 Execution and Acceptance of Service Agreement

This Agreement may be executed in one or more counterparts, each of which shall be considered and original, but all of which together shall constitute one and the same instrument. The addition of executed Quotes for Services, not included in Exhibit A at the signing of this Agreement, shall result in an adjustment to the Client's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

EssentialNet Solutions

Name: David Soper

Title: CEO

Authorized Signature: *David Soper*

Date: 10/1/2023

Key Largo Wastewater Treatment District

Name: Peter Rosasco

Title: General Manager

Authorized Signature:

Date:

EXHIBIT A



EssentialNet Solutions
 2301 W Eau Gallie Blvd
 Suite 4
 Melbourne, FL 32935
 (321) 259-3242

Date	
10/01/2023	

Bill To:
Key Largo Wastewater Treatment District Attn: Finance Department 103355 Overseas Hwy Key Largo, FL 33037 United States

Ship To
Key Largo Wastewater Treatment District Attn: Peter Rosasco 103355 Overseas Hwy Key Largo, FL 33037 United States

Terms	PO Number	Reference
Net 30 days	IT Security Services	Monthly Billing for October

Managed Services Details	Quantity	Price	Amount
Agreement Key Largo Waste - IT Security Services			
KnowBe4 Security Training Services	39.00	\$8.00	\$312.00
Security Services - Enhanced End-Point Protection with Security Operations Center Services Enterprise level, next generation endpoint protection platform. While active, the agent will protect the endpoint by preventing attacks from known threats, detectin	67.00	\$10.00	\$670.00
Intrusion Detection Services with Logging	39.00	\$19.00	\$741.00
Security Logging - 30d Retention	39.00	\$3.00	\$117.00
Multi Factor Authentication	50.00	\$0.00	\$0.00
Total Managed Services Details:			\$1,840.00

Thank You for your business! Please note a 3% convenience fee will be applied to all payments made with credit card. Please visit our payment portal at ensusa.connectboosterportal.com/platform/paynow to make a payment online	Invoice Subtotal:	\$1,840.00
	Sales Tax:	\$0.00
	Invoice Total:	\$1,840.00
	Payments:	\$0.00
	Credits:	\$0.00
	Balance Due:	\$1,840.00

Please visit our payment portal at ensusa.connectboosterportal.com to pay online
 If you do not currently have an active login please use the Request Account link on the sign in page

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

Meeting Date:
November 7, 2023

Agenda Item Number: K-1

Action Required:
No

Department:
Field Operations

Sponsor:
Mike Dempsey

Subject:
Field Report - September 2023

Summary:
Mr. Dempsey will present the Field monthly report.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

\$

Funding Source:
N/A

Budgeted:
N/A

1. Monthly Report
2. VAC I Driveways Update

Approved By: _____ Date: _____
General Manager



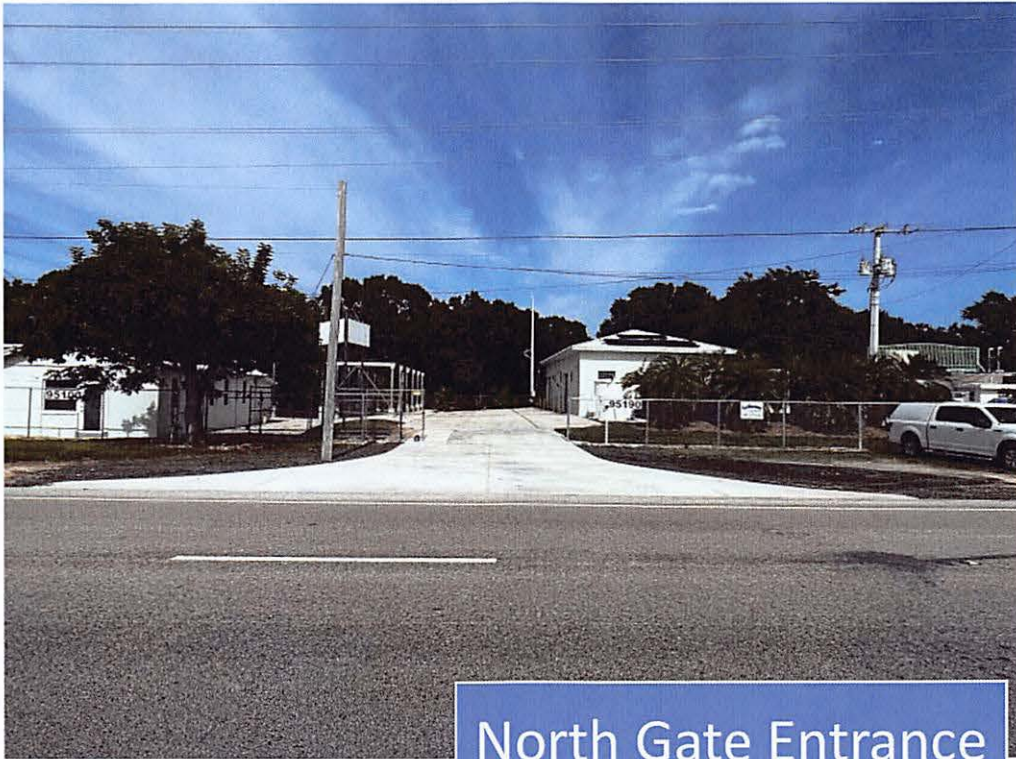
Wastewater Field Operations

There were a total of 47 service calls for the month of September, of these 29 were system-generated alarms, mostly by low vacuum detection at a vacuum station. The system-generated alarms were addressed quickly by the field staff. The reports below detail the remaining 18 calls.

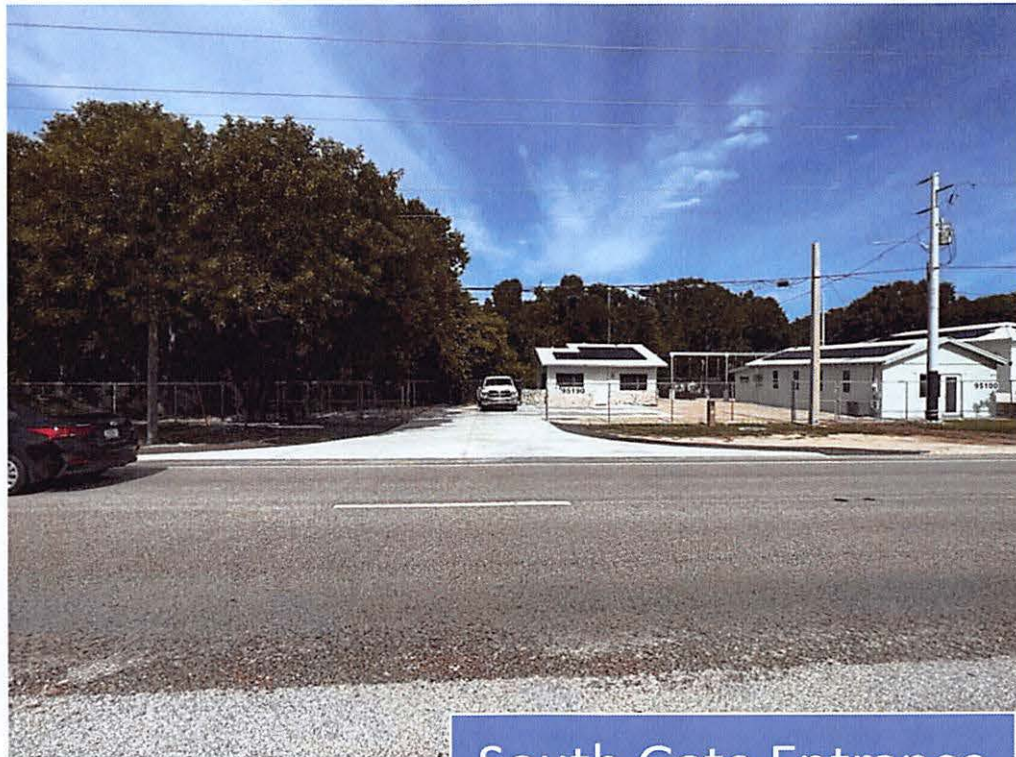
Date	Address	Incident	Response	KLWTD Issue
9/1/23	26 N Ocean Dr.	Customer reported that Her Grinder Pump alarm and light was on.	Tech found that the Grinder Pump was working as it should and reset the alarm.	No
9/3/23	182 Corrine Pl.	Customer reported a possible back up in Her house.	Tech found that the Controller was waterlogged, replaced Controller and Valve, simulated Pit and put it back in service.	Yes
9/4/23	1212 Mockingbird Ln.	Customer reported a possible backup in her house.	Tech found that the Surge Suppressor was bad, replaced it , simulated the Pit and put it back in service.	Yes
9/4/23	183 Ocean Shores Dr.	Customer reported a possible backup in Her house	Tech found that the problem was on the customer's side and advised the customer that He would need to call a plumber. (Homeowner Issue).	No
9/8/23	232 James Ave.	Customer reported a possible back up in Her house.	Tech simulated the Pit and found that the Controller was bad, replaced the Controller, simulated the Pit, and put it back in service.	Yes
9/11/23	149 Indian Ave.	Customer reported a possible back up in His house	Tech found that the Pit was working as it should. Advised the homeowner that He would need to call a plumber.	No
9/12/23	214 Second St.	Customer reported a possible backup in Her house.	Tech simulated the Pit and found that the Sensor Tube hose was cracked, replaced the hoses, simulated the Pit, and put it back in service.	Yes

9/12/23	5 Ocean View Blvd.	Customer reported a gurgling sound from the Breather in front of His house.	Tech found that the Valve was not closing as it should, replaced the valve, simulated the pit, and put it back in service.	Yes
9/12/23	93600 O/S Hwy.	Customer reported that the Grinder Pump was not working properly.	Tech found that they were using the Grinder Pump to pump the pond down and it was overwhelmed. Informed the maintenance man that the Pump was working as it should and there was no issue.	No
9/13/23	241 Cuba Rd.	Customer reported that the Breather in front of Her house was making a banging noise.	Tech found that the Duck Bill was clogged with mud, cleaned the duck bill, simulated the pit, and everything was working as it should	Yes
9/13/23	112 N Bounty Ln	Customer reported a possible backup in Her house.	Tech found that the Pit was working as it should. Advised the Homeowner that She would need to call a plumber. (Homeowner Issue)	No
9/18/23	14 Janet Pl.	Customer reported that the Air Terminal was hit in front of Her house.	Tech found that the Pit was hit damaging the controller. Tech reconnected the Hoses and controller, simulated the Pit and put it back in service.	Yes
9/18/23	35 N Atlantic Dr.	Customer reported a small puddle and odor around the Grinder Pump in front of Her house.	Tech found that the Valve Check Valve was bad at the property line. Replaced the Combo, simulated the Grinder Pump and put it back in service.	Yes
9/25/23	93600 O/S Hwy.	Customer reported that the light is on at the Grinder Pump.	Tech found that the connection on the plug at the Grinder Pump was burnt, Tech replaced the wiring, simulated the Pump, and put it back in service.	Yes
9/23/23	208 N Ocean Dr.	Customer reported a possible backup in His house.	Tech found that the Grinder Pump was not working as it should. Replaced the Pump, simulated and put it back in service.	Yes
9/24/23	12 Corrine Pl.	Customer reported a possible backup in her house.	Tech found that the lower Sensor Tube Hose had come loose. Reconnected the Hose, simulated the Pit and put it back in service.	Yes

9/26/23	134 Valois Blvd.	Customer reported that the light and alarm on the Grinder Pump was on.	Tech found that the Pump had failed due to grease. Swapped the Pump, simulated and put it back in service.	Yes
9/29/23	188 Atlantic Blvd.	Customer reported a damaged Breather in front of His house.	Tech found that the Breather was hit by a car. Tech secured the Breather and put it back in service.	Yes



North Gate Entrance



South Gate Entrance

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

Meeting Date:
November 7, 2023

Agenda Item Number: L-1

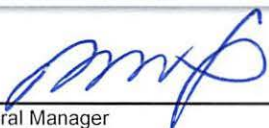
Action Required:
No

Department: Plant/Facilities Sponsor: Ryan Dempsey

Subject:
Plant/Facilities Report - September 2023

Summary:
Mr. Dempsey will present the Plant/Facilities monthly report.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Monthly Report
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 11-2-23
General Manager

Wastewater Treatment Plant Operations

The wastewater treatment plant processed an average of 1.87 million gallons of influent per day (MGD). The Treatment Plant remains in compliance with the Florida Department of Environmental Protection (FDEP) guidelines.

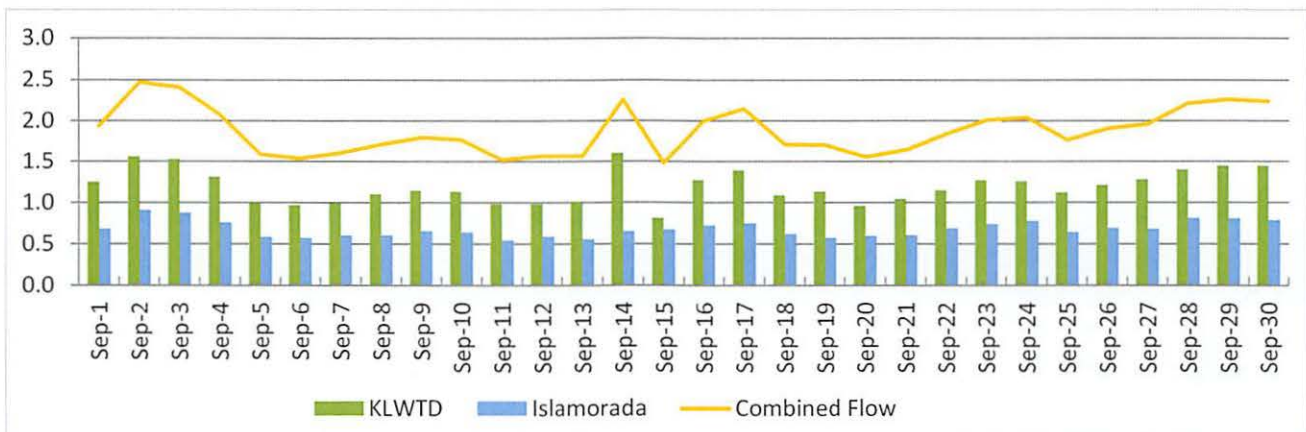
Effluent Quality Reports (mg/L)

Determines the quality of discharge from the wastewater treatment plant.

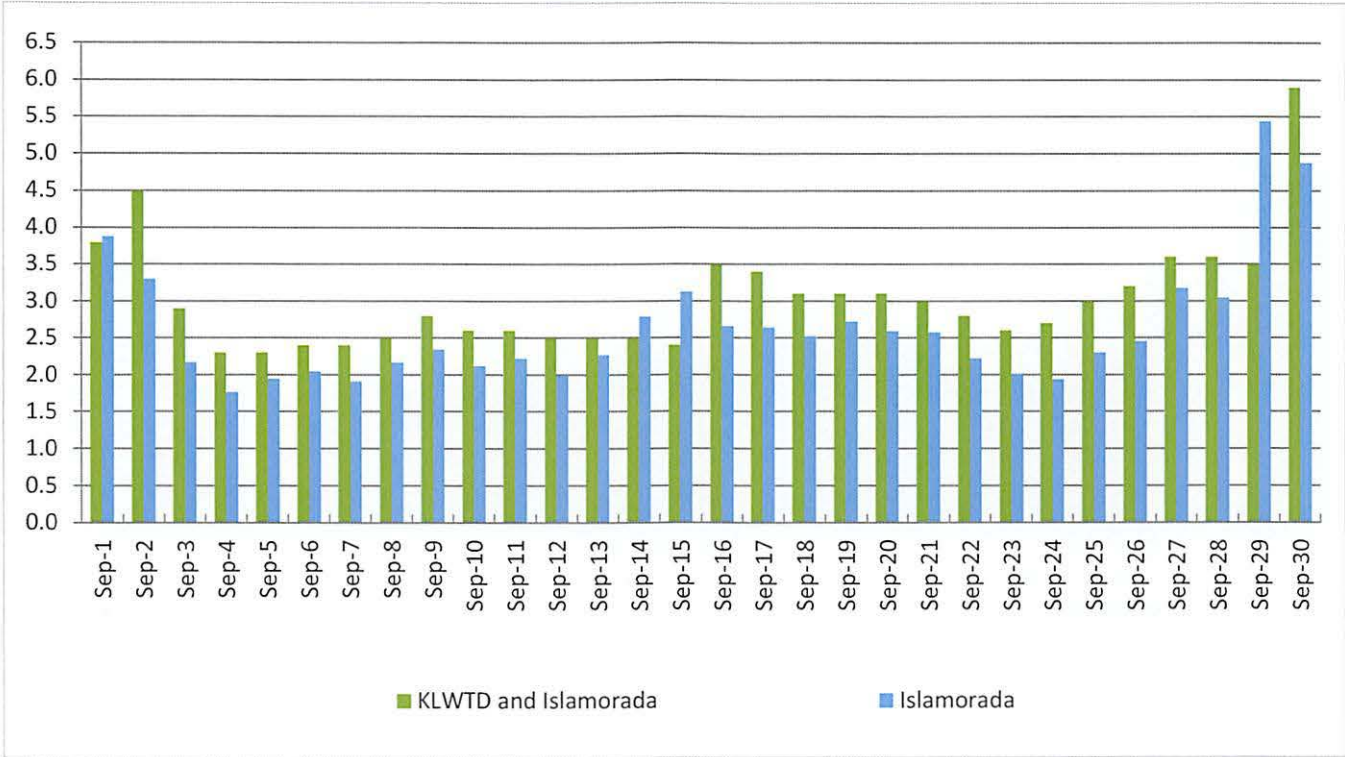
Effluent Quality Report	September 2023 Plant Performance	12 Month Average Plant Performance	Effluent Limits
CBOD5 (Carbonaceous Biochemical Oxygen Demand)	1	1.8	5
TSS (Total Suspended Solids)	1.8	1.6	5
TN (Total Nitrogen)	2.4	3.1	Report only
TP (Total Phosphorous)	.26	.72	Report only

Daily Flow (MGD)

The total flow of influent through the wastewater treatment plant each day.



Daily Peak Salinity (PPT)
The daily peak salinity for the current month.



Islamorada

Average Daily Flow: .679 MGD
 Highest Daily Flow: .909 MGD
 Monthly Peak Salinity: 5.44 PPT
 Days over 4.0 PPT Salinity: 2
 3-month average of flow capacity (1.104 MGD): 66%

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

Meeting Date:
November 7, 2023

Agenda Item Number: L-2

Action Required:
Yes

Department:
Plant/Facilities

Sponsor:
Ryan Dempsey

Subject:
Forklift Purchase

Summary:
Mr Dempsey will request approval for the purchase of a forklift.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

\$ 50,665.00
Expense
Funding Source:
N/A
Budgeted:
Yes

1. Florida Sheriff's Association
Contract Quote

Approved By: _____
General Manager

Date: 11-2-23

Key Largo Wastewater Treatment District
 Attn: Beau Sponseller
 (786) 283-1049

4-Oct-23

rev1004 FSA



REF: Florida Sheriff's Association Contract quote
Term: October 1, 2023 – September 30, 2025
Contract: FSA23-EQU21.0, Equipment
Group: LIFT: Cushion Tire Lift
Item: 133, Caterpillar DP25N

One new Caterpillar DP25N Diesel Pneumatic Tire Lift Truck 5,000lbs capacity equipped with:

Base Unit per Contract

Base Machine Unit (Caterpillar 2CC4000)

\$31,470

Non-Specified Options

Upgrade to:	DP25N5-D	5,000 lb. Capacity Diesel Pneumatic Tire Lift Truck	\$17,640
	5MV25C48	188.0" MFH / 84.5" OAL / 36.0" FFH Triplex Mast	\$7,830
	EPA-STD1I	EPA Compliant	N/C
	UL-STD1I	UL Approved	N/C
	FKHP48-25I	1.6" X 3.9" X 48" Hook Type - Pallet	\$875
	GK25-STD1I	GK25 2.5L 4 Cylinder Gas and LPG Engine	N/C
	1STM-STD1I	Single Speed Powershift Transmission	N/C
	CARR39P30-STD1I	39.5" Wide ITA Class II Hook Type Carriage	N/C
	SSHO39P25I	39.5" Wide ITA Class II Hang-On Sideshifter	\$855
	SPT1D1SP25I	Solid Pneumatic Single Drive & Steer Tires	\$1,070
	LBR-STD1I	48" High Load Backrest	N/C
	VLV3-STD1I	3-Section Valve With Cowl Mounted Levers	N/C
	3VTRIP15I	Single Function Internal Hosing - Triplex Mast	\$985
	TILT-STD1I	Standard Tilt Cylinders	N/C
	OHG-STD1I	Standard Overhead Guard	N/C
	TC-1930I	Tinted Thermoformed Overhead Guard Cover	\$280
	LPBRKT-STD1I	Horizontal Tank Bracket	N/C
	PLDS-STD1I	Premium LCD/LED Display	N/C
	EPSL-STD1I	Engine Protection System	N/C
	SBIP-STD1I	Separate Brake & Inching Pedals	N/C
	GSPSPD-STD1I	Ground Speed Control	N/C
	FSM-STD1I	Fuel Saver Mode	N/C
	ACFR-STD1I	Aluminum Core Corrugated Fin Radiator	N/C
	PDS-STD1I	Presence Detection System	N/C
	HDCG-STD1I	Heavy Duty Counterweight Grill	N/C
	WKLTRCL-STD1I	Two Forward LED Working Lights - OHG Mounted	N/C
	EBUA-STD1I	Electronic Back-up Alarm	N/C
	WKLTCLEDP-STD1I	Rear LED Stop/Tail/Back-up Combination Lights	N/C
	BULASP15I	Amber Strobe Light - Mounted Below OHG	\$325
	SEATFSV-STD1I	Full Suspension Vinyl Seat	N/C
	OSB-STD1I	Orange Seat Belt	N/C
	RFM-STD1I	Rubber Floor Mat	N/C
	OCTCB-STD1I	Operator Convenience Tray With Clipboard Holder	N/C
	RVWMIRRI	Dual Panoramic Rear View Mirror Kit	\$280
	FIREEXTP15I	Fire Extinguisher - Mounted to OHG Leg	\$245
		Non Specified Options List Price Total	\$61,855
		Less 8% Contract Discount	-\$4,948
		Non-Specified Options Contract Total	\$56,907
		MACHINE TOTAL:	\$56,907
		Less Additional Dealer Discount	-\$6,242
		QUOTE GRAND TOTAL:	\$50,665
		FOB: KLWTD	

Thank you for your consideration of our product. Quote is valid for thirty days.

Greg Bennett

Governmental Sales

(305) 592-5360 Office

(786) 579-2651 Direct

(786) 229-7037 Cell

greg_bennett@kellytractor.com

www.kellytractor.com/Governmental

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

Meeting Date:
November 7, 2023

Agenda Item Number: M-1

Action Required:
Yes

Department:
Capital Projects


Sponsor:
Steve Suggs

Subject:
KLWTD Keys Holding Lift Station Change Order #1 - Time Only Extension

Summary of Discussion:

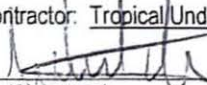
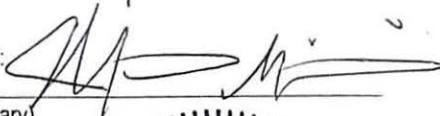
Attached is the time only extension Change Order for the KLWTD Keys Holding Lift Station project. This Change Order allows for a new substantial completion date of January 31st, 2024.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Change Order #1
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 11-2-23
General Manager

**SECTION 00060
CHANGE ORDER FORM**

<p>CONTRACTOR ("Contractor"): Tropical Underground Contracting, LLC</p>	<p>CHANGE ORDER No. 1 PROJECT TITLE: KI WTD Keys Holding Hill Station PROJECT No. 03105 002 210</p>
<p>OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")</p> <p>DATE OF ISSUE: November 7, 2023</p>	<p>ENGINEER: Waller Engineering 0805 Overseas Hwy Marathon, Florida 33060</p> <p>EFFECTIVE DATE: November 7, 2023, contingent upon approval by the District's Board of Commissioners. Contractor shall commence work only after receipt of notification to proceed by the District's Contract Manager.</p>
<p>Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: Time only extension due to scheduling conflicts. Scope of work remains as defined in the Contract Documents. The Contractor shall retain full responsibility and liability for all aspects of the work as defined in the Contract Documents.</p> <p>Reason for Change: To provide a time only extension due to scheduling conflicts.</p> <p>Work to be Performed is more specifically described as: See Contract Documents</p> <p>Attachments: N/A</p> <p align="center">Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order</p>	
<p>Increase (decrease) in Contract Price:</p> <p align="center">\$0</p>	<p>Increase (decrease) in Contract Time (Calendar days):</p> <p align="center">108 Days</p>
<p>Acknowledgments:</p> <p>The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.</p> <p>This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>	
<p>Original Contract Price: \$375,555.75</p>	<p>Original Contract Time: 180 Days (calendar days or dates)</p>

SUMMARY OF PRIOR CHANGE ORDERS			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1		\$	Days
2		\$	Days
3		\$	Days
4		\$	Days
5		\$	Days
6		\$	Days
TOTAL OF ALL PRIOR CHANGES		\$ 0.00	0 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$375,555.75	180 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$375,555.75	288 Days
Original Contract Substantial Completion Date: 10/15/2023		New Contract Substantial Completion Date: 01/31/2024	
APPROVAL AND CHANGE ORDER AUTHORIZATION			
Contractor: <u>Tropical Underground Contracting, LLC</u>  By (Signature) <u>Michael Stokes, President</u> (Printed Name and Title of Officer) (Date) <u>10/30/2023</u> ATTEST:  (Secretary) (Corporate Seal)		Owner: <u>Key Largo Wastewater Treatment District</u> By (Signature) _____ <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ District Clerk (Seal)	



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

Meeting Date:
November 7, 2023

Agenda Item Number: P-1

Action Required:
No

Department: Commissioner's Item Sponsor: Chairman Rodriguez

Subject:
Customer Letter of Recognition

Summary:
Chairman Rodriguez will present a letter of recognition sent by a KLWTD Customer.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 11-2-23
General Manager