



Key Largo Wastewater Treatment District
Board of Commissioner's Meeting
Tuesday, October 17, 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	
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N. ENGINEERING

O. LEGAL

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| A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING THE DOCUMENT ENTITLED, BOARD PRACTICES AND POLICIES; AND PROVIDING FOR AN EFFECTIVE DATE. | |

P. COMMISSIONER'S ITEMS

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Q. ROUNDTABLE

R. ADJOURNMENT

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

Meeting Date:
October 17, 2023

Agenda Item Number: F-1


Action Required:
Yes

Department: Legal
Sponsor: Nick Mulick

Subject:
Minutes of October 3, 2023

Summary:
Staff to present the minutes fro October 3, 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: 10.12-23
General Manager



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, October 3, 2023

MINUTES

CALL TO ORDER (A)

Chairman Nicolas Rodriguez called the meeting to order at 4:00 PM.

PLEDGE OF ALLEGIANCE (B)

Commissioner Sue Heim 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; District Clerk Shannon McCully; Finance Manager Connie Fazio; Plant/Facilities Manager Ryan Dempsey; Field Manager Mike Dempsey; IT Support Manny Santana

Appeared Virtually: Project Administration and HR Coordinator Laura Weinstock; Lead Plant Operator Jerry Baker

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (D-1)

Mr. Rosasco requested the addition of Item *J-1 Mini Excavator Purchase*

Motion: Commissioner Schwartz 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 Items: F-1, O-1, and, O-2

APPROVAL OF MINUTES OF PREVIOUS MEETINGS (F)

Minutes of September 22, 2023 (F-1)

Commissioner Heim requested the minutes be amended to include Laydown E-1.

Motion: Commissioner Heim made a motion to approve the minutes of September 22, 2023, as amended. Commissioner Schwartz seconded the motion. Motion passed without objection.

GENERAL MANAGER (G)

District Holidays for 2024 (G-1)

Mr. Rosasco presented the proposed District Holidays for 2024 for approval.

Motion: Commissioner Majeska made a motion to approve the 2024 Holiday Schedule for 12 Holidays, with Juneteenth added and GM Optional Day deleted. Commissioner Heim seconded the motion.

Vote on Motion:

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

IT (H)

No Report.

BUDGET, FINANCE, & CUSTOMER SERVICE (I)

No Report.

FIELD (J)

Mini Excavator Purchase (J-1)

Mr. Dempsey requested approval of the Vermeer Southeast Quote for the purchase of a Mini Excavator.

Motion: Commissioner Majeska made a motion to approve the request. Commissioner Maloney seconded the motion.

Vote on Motion:

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

PLANT/FACILITIES (K)

Plant/Facilities Report - August 2023 (K-1)

Mr. Dempsey presented the Plant/Facilities monthly report.

Injection Well Pump #4 Repair (K-2)

Mr. Dempsey requested approval of the Injection Well Pump Repair quote from Tom Evans International.

Motion: Commissioner Maloney made a motion to approve the request. Commissioner Heim seconded the motion.

Vote on Motion:

Commissioner Majeska – Aye
Commissioner Heim – Aye
Commissioner Maloney – Aye
Commissioner Schwartz – Aye

Chairman Rodriguez – Aye

CAPITAL PROJECTS (L)

No Report.

ENGINEERING (M)

No Report.

LEGAL REPORT (N)

No Report.

COMMISSIONER ITEMS (O)

Employee Handbook Updated to Include Workplace Violence - Draft (O-1)

Commissioner Heim presented the updated Employee Handbook.

Motion: Commissioner Heim made a motion to approve Agenda Item O-1. Commissioner Maloney seconded the motion.

Vote on Motion:

Commissioner Majeska – Aye

Commissioner Heim – Aye

Commissioner Maloney – Aye

Commissioner Schwartz – Aye

Chairman Rodriguez – Aye

Board Policies & Practices Manual - Draft (O-2)

Commissioner Heim presented the Board Policies and Practices Manual for review.

ROUNDTABLE DISCUSSION (P)

Commissioner Majeska requested that the Staff Meeting Agenda include a simplified summary of the District's finances from the Finance Department.

Commissioner Majeska requested that the Board review the 2023 Board Meeting Schedule at the 10/17/2023 meeting.

ADJOURNMENT (Q)

The meeting was adjourned at 5:30 pm.

Nicolas Rodriguez, Chairman

Shannon McCully, Clerk

Seal_____

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

Meeting Date:
October 3, 2023

Agenda Item Number: J-1

Action Required:
Yes

Department:
Field Operations

Sponsor:
Mike Dempsey

Subject:
Mini Excavator Purchase

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

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 87,202.57	1. Vermeer Southeast Quote
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By: _____ Date: 10.3.23
General Manager



Vermeer Southeast Sales & Service, Inc.
1060 West Industrial Ave.
Boynton Beach, Florida 33426

QUOTE
#230712010

Date: 07/12/23

Sales Rep: Steve Miller

Customer Information:

Key Largo Wastewater Treatment District
98800 Overseas Hwy
Key Largo, FL

Delivered to:

Same

Contact Name: _____

Phone Number: _____

Payment method: _____

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	NEW Yanmar SV40 Hydraulic Mini-Excavator 39 HP 4-cylinder Tier 4 Final Diesel engine Canopy, Rubber Tracks, Smart Asssit, ECO Mode Angle Blade, True Zero Tail swing Joystick Pilot controls; Suspension Seat with Seat Belt Hydraulic Quick Coupler; Boom Swing Function Standard PTO 18" Digging bucket Okada Hydraulic Breaker ORV550H, 550 Ft-Lbs Class, Box housing, N2 charging gauge, whip hoses Custom trailer 10T142FCBW, 10 Ton, 24K GVWR, 14' Flat deck, dexter axles		
	Pricing per FL Sheriff's Contract FSA20-EQU18.0 Item #101 Title: HYDRAULIC MINI EXCAVATOR - 7,105 Lb Operating Range Base Bid Model: VIO35-6A Bid Price Per FSA contract		
1	ADD: SV40-4WA, Canopy, rubber, Angle Blade, standard PTO, 18" Bucket	\$ 53,363.00	\$ 53,363.00
1	*ADD: Okada Hydraulic Breaker ORV550H, 550 Ft-Lbs Class, Box housing, N2 Gauge	\$ 6,931.00	\$ 6,931.00
1	*ADD: Custom trailer 10T142FCBW, 10 Ton, 24K GVWR, 14' Flat deck, dexter axles	\$ 9,225.00	\$ 9,225.00
1	**ADD: Scheduled Price increase adjustment Q4 (Aug 1, 2023 - Oct 31, 2023)	\$ 15,598.00	\$ 15,598.00
1	**ADD: Scheduled Price increase adjustment Q4 (Aug 1, 2023 - Oct 31, 2023)	\$ 2,085.57	\$ 2,085.57
	<i>* Non- Contract Items carry 5% discount off current MSRP ** Scheduled price increase per FSA Terms and Conditions, Section 3.06 Equitable Adjustment</i>		

SubTotal	\$ 87,202.57
Tax	
Total	\$ 87,202.57
Less Down Payment	
Balance Due	\$ 87,202.57

THANK YOU FOR YOUR BUSINESS!

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____



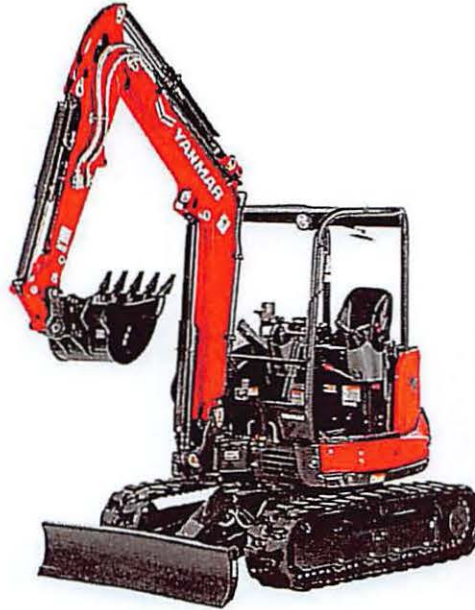
COMPACT EQUIPMENT / ULTRA-TIGHT TAIL MINI EXCAVATOR

QUICK SPECS

Weight (Cabin)	9,515 lbs
Horsepower	39 HP
Max Dig Depth	11'10"

Get the job done right with best-in-class performance.

YANMAR's SV40, our 4-ton class mini excavator, is powered by a 39 HP Tier 4 Final YANMAR engine. It is a game changer amongst compact excavators with best-in-class power, digging force and lifting capacity for work on construction, utility, and landscaping applications. The SV40 is our most technologically advanced mini excavator and was designed specifically for the North American market. With its 3-pump hydraulic system, it has a separate pump to transfer power to attachments with high efficiency. The SV40 is built to work effectively with options for a second PTO function, 4- or 6-way blade and an additional counterweight, so it has everything for you to get the job done right.



SV40

POWERFUL, EFFICIENT
39-HP TIER 4 FINAL
YANMAR DIESEL ENGINE

ULTRA-TIGHT TURNING
FOR CONFINED SPACES

VIPPS (VIO PROGRESSIVE
3-PUMP HYDRAULIC
SYSTEM)

JOYSTICK CONTROLS
WITH CONTROL PATTERN
STANDARD

SPRING STEEL
CYLINDER ROD GUARDS
AND HOSE PROTECTION

INTEGRATED BOOM
LIGHT PROTECTS
FROM DAMAGE

ANGLED CRAWLER FRAME
REDUCES FOREIGN
MATTER BUILD-UP

TRAVELING ALARM
SIGNALS WHEN
MACHINE IS MOVED

CAB AND CANOPY WITH 4
POST ROPS AVAILABLE

ECO & AUTO-DECEL
MODES STANDARD

ADDITIONAL
COUNTERWEIGHT
AVAILABLE

INNOVATIVE FEATURES



YANMAR's Patented Hydraulic Quick Coupler

The standard hydraulic quick coupler makes changing buckets fast and easy. With the exception of fitting and removing the safety lock pin, the entire operation is performed electronically while you're seated in the comfort of the cab. Less hassle. Less downtime. More productivity.



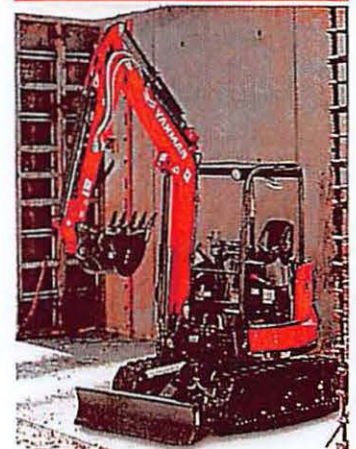
PTO2 Option

The SV40 comes with the option of a second PTO. For more versatility, add the second Auxiliary Circuit and have full flexibility of two sources of hydraulic flow for attachments such as rotating grapples, thumb/mulching combos and more.

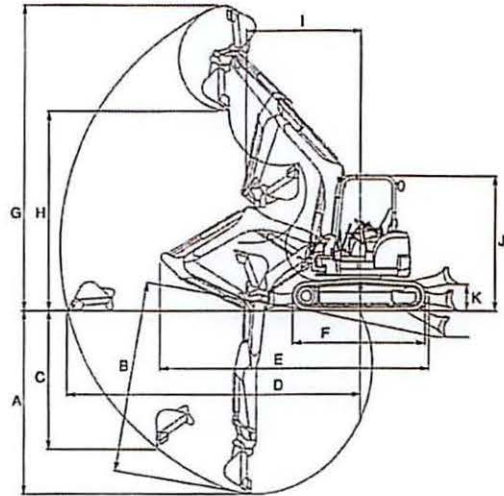
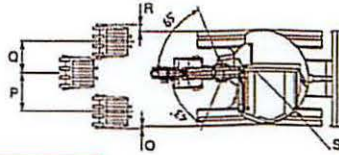


A Cab With Everything At Your Fingertips

The SV40 comes standard with ECO Mode, Auto-Decel Mode, a lever controlled backfill blade with float position and 2-speed operation incorporated right into the operator's station. Plus, you get an innovative LCD monitor, showing key operating information and maintenance notification intervals. Cab comes installed with speakers and is pre-wired for radio.

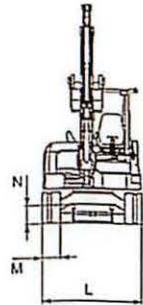


SV40



Dimensions - SV40

A 11'4" (3,440)	K 18" (460)
B 11'10" (3,610)	L 5'8" (1,740)
C 8'6" (2,610)	M 14" (350)
D 18' (5,500)	N 13.5" (345)
E 15'9.5" (4,810)	O 2.5" (65)
F 7'3" (2,230)	P 2'1" (635)
G 17'6" (5,350)	Q 23" (588)
H 11'11" (3,641)	R .5" (14)
I 7'6" (2,280)	S 3'2" (990)
J 8'2" (2,540)	



Specifications

Model		SV40	
Type		Canopy	Cabin
Operating Weight	Rubber Track	9,206 (4.18)	9,515 (4.32)
	Steel Track	9,493 (4.31)	9,801 (4.45)
Engine	Type	Water-cooled 4-cylinder diesel	
	Model	YANMAR 4TNV88C-PB1	
	Output	39.0 / 2,400 (29.1 / 2,400)	
Performance	Max Digging Force, Bucket / Arm	7,209 (32.08) / 4,211 (18.73)	
	Traveling Speed, High / Low	2.9 / 1.5 (4.6 / 2.4)	
	Swing Speed	10	
	Boom Swing Angle, (L / R)	43° / 65°	
Ground Contact Pressure	Rubber Track	4.5 (31)	4.64 (33)
	Steel Track	4.63 (31.9)	4.79 (33)
Hydraulic System	Pump Capacity	11.2 + 11.2 + 9.7 + 2.8 (42.5 + 42.5 + 37 + 10.8)	
	Main Relief Set Pressure	3,553 x 2 + 3,133 + 566 (24.5 x 2 + 21.6 + 3.9)	
Blade Dimensions	Width x Height	68" x 15.2" (1,740 x 385)	
Fuel tank capacity	Gals (L)	14.8 (55)	

* with quick coupler

Standard Equipment

- Blade
- Boom Swing
- Rubber Tracks
- Hydraulic Quick Coupler*
- 2-way Pattern Control
- Diverter Valve
- Cylinder Rod Guards (boom, arm, bucket, blade)
- ROPS / FOPS Cabin or Canopy
- Windshield Washer (cabin spec)
- Defroster (cabin spec)
- Joystick Pilot Controls
- Arm Rests (adjustable)
- Suspension and Reclining Seat
- Seat Belt
- Traveling Levers and Pedals
- Traveling Alarm
- Built-in Type Boom Light
- Exterior Canopy or Cabin Work Light
- Operation Manual

*Also available without Quick Coupler.

Please note that the standard equipment may vary from this list. Consult your YANMAR dealer for confirmation.

Hydraulic PTO

Model	SV40		
	Output	PSI (MPa)	GPM (L / min)
			2,200RPM
Combined Flow, Double Actions	3,553 (24.5)	PTO1 19.1 (72.2) PTO2 10.2 (38.8)	PTO1 11.4 (43.3)

Lifting Capacity

LIFT POINT HEIGHT in (mm)	(R) LIFT RADIUS in (mm)											
	RATED LIFT CAPACITY OVER END BLADE DOWN lbs (kg)				RATED LIFT CAPACITY OVER END BLADE UP lbs (kg)				RATED LIFT CAPACITY OVER SIDE BLADE DOWN lbs (kg)			
	MAX	157.5 (4,000)	118.1 (3,000)	78.7 (2,000)	MAX	157.5 (4,000)	118.1 (3,000)	78.7 (2,000)	MAX	157.5 (4,000)	118.1 (3,000)	78.7 (2,000)
157.5 (4,000)	1,719 (780)			1,697 (770)				1,763 (800)				
118.1 (3,000)	1,719 (780)	1,675 (760)		1,168 (530)	1,322 (600)			1,146 (520)	1,300 (590)			
78.7 (2,000)	1,783 (800)	1,851 (840)	2,160 (980)	970 (440)	1,256 (570)	2,072 (940)		970 (440)	1,278 (580)	2,116 (960)		
39.4 (1,000)	1,829 (830)	2,160 (980)	2,976 (1,350)	647 (430)	1,212 (550)	1,829 (830)		925 (420)	1,190 (540)	1,807 (820)		
Ground (0)	1,940 (880)	2,358 (1,070)	3,395 (1,540)	5,655 (2,570)	970 (440)	1,190 (540)	1,741 (790)	2,958 (1,360)	1,565 (710)	1,168 (530)	1,697 (770)	2,848 (1,290)
-39.4 (-1,000)	2,028 (920)	2,182 (990)	3,284 (1,490)	5,467 (2,480)	1,146 (520)	1,212 (550)	1,763 (800)	3,064 (1,390)	1,102 (500)	1,146 (520)	1,675 (760)	2,888 (1,310)
-78.7 (-2,000)	1,984 (900)		2,314 (1,050)	4,453 (2,020)	1,653 (750)		1,829 (830)	3,174 (1,440)	1,565 (710)		1,719 (780)	2,976 (1,350)

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For parts, please visit YANMAR.com/us/products/parts/ or call 800.966.7685.

EXPLANATORY MEMO

Legal from District Counsel Nick Mulick:

The District's Charter does not specifically address whether a member may participate in a meeting remotely. Section 7 states that Board members are compensated on a per-meeting basis. Section 8 specifies that at least three members of the Board must be physically present at a meeting to establish a quorum.

Florida Statutes require that all Special District Board meetings must be held in a government-owned building open to the public.

According to several Opinions issued by the Florida Attorney General, Board members must be physically present in order to participate in the meeting, except under exceptional circumstances.

Some state agencies have adopted rules allowing Board members to attend meetings remotely if they satisfy certain criteria.

Some counties and municipalities have also adopted policies allowing remote attendance by Board members in specific circumstances.

As I see it, the Board has options:

1. Adopt an attendance rule consistent with the District's Charter, Florida Statutes and Attorney General Opinions which will allow Board members to attend meetings remotely with excused absence and receive compensation.
2. Take no action and require members to be physically present in order to participate in the meeting and receive compensation.

KLWTD Board remote participation history from Commissioner Heim:

The Board has never addressed the issue of Board members participating remotely. Recent state legislative actions have caused the Board to now examine KLWTD Board's current remote actions. Presently, the Board does not have any written, Board approved remote attendance rule.

Prior to June 2023, Board members have participated remotely, made motions, and voted on issues and been compensated, regardless the reason for being remote.

After June 2023, immediately prior to a Board meeting, a decision was made by the GM and counsel to allow a Board member to participate remotely, participate in Board discussions, but without being able to make notions, vote on matters, or be compensated. (Although the compensation has continued for remote participation.)

This brings us to the 10/3/2023 Board discussion regarding Board Member Attendance rule.

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

Meeting Date:
October 17, 2023

Agenda Item Number: G-1

Action Required:
No

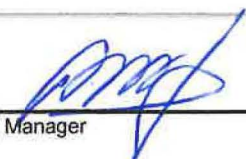
Department:
General Manager

Sponsor:
Peter Rosasco

Subject:
November/December Holiday Board Meeting Schedule

Summary:
Mr. Rosasco will discuss the November/December Board Meeting Schedule.

<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: 10.12.23
General Manager

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

Meeting Date:
October 17, 2023

Agenda Item Number: H-1


Action Required:
No

Department: Customer Service Sponsor: Connie Fazio

Subject:
Customer Service Report - September 2023

Summary:
Ms. Fazio will present the Customer Service 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: 10-12-23
General Manager

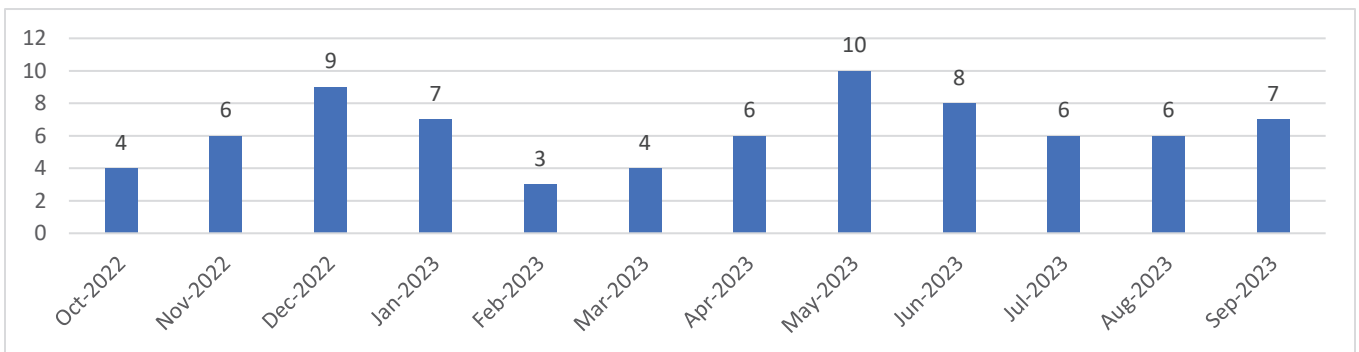
Key Largo Wastewater Treatment District Customer Service Report September 2023

The numbers provided are based on customer requests that generated a work order.

Customer Service Requests

	Total
Billing	11
Demo	4
Field Department	13
Locate	3
MOD	7
NOA	6
Tie In Res	4
Total	48

Number of Completed Wastewater Connections



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

Meeting Date:
October 17, 2023

Agenda Item Number: I-1

Action Required:
No

Department: IT Sponsor: ENS

Subject:
IT Report - September 2023

Summary:
ENS will present the IT 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: 10.12.23
General Manager

IT

The IT Department completed 318 tickets in September.

IT Updates

Project	Cost	Description
Website ADA Compliance	Total annually \$2,190.00	Key Largo is now 99% compliant. Shannon has downloaded all PDFs from the website. Once Website technology has been updated old PDF's will be removed from the website.
Website Technology Upgrade	\$3,750.00 One time	Vendor Link2city Working with M-files to coordinate access to documents once removed from the website.
GIS recommendations and training FY24	\$45,840 one time	Vendor is FTC. Project approved by the Board. FTC working with Brandon to Conver Basin map from PDF to GIS.
GIS Emergency applications project	\$18,960.00 One time	Bi-weekly meetings on-going Brandon is reviewing the "Emergency Application."
SCADA Project 1	SCADA upgrade \$4,800 one time Redundancy \$18,093 one time	Aqua-Aerobics is still working on the Scada redundant server. No estimated time to complete it yet.

<p>SCADA Project 2</p>	<p>PLC \$184,888 one time Win911 \$25,258 one time</p>	<p>PCL replacement project has been completed.</p>
<p>Barracuda to Inky Migration</p>	<p>No Cost to the District</p>	<p>Awaiting completion of Google to O365 migration.</p>
<p>Google to O365 Migration</p>		<p>O365 Migration Project began September 12th. Training documentation was sent out to staff. Working with Microsoft to acquire GCC licenses.</p>

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

Meeting Date:
October 17, 2023

Agenda Item Number: I-2

Action Required:
Yes

Department:

IT

Sponsor:

ENS

Subject:

ENS Disaster Recovery Services Agreement Renewal

Summary:

ENS will present

Reviewed / Approved

Financial Impact

Attachments

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

\$ 30,000.00
Expense
Funding Source:
N/A
Budgeted:
Yes

1. ENS Disaster Recovery Services Agreement

Approved By: _____
General Manager



Date: 10-12-23

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 7.3, 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 7.3, 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 7.0 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.

In the absence of a showing of gross negligence, and subject to the provisions of section 6.2.8 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.

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 shall belong exclusively to Service Partner, and Client shall have no right or interest therein. 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.

10.0 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.

10.1 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.

11.0 Settlement of Disputes

11.1 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.

11.2 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.

12.0 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.

13.0 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.

14.0 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 John Redrup 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.

15.0 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.

16.0 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.

17.0 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.

18.0 Non-Solicitation of Employees

18.1 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.

18.2 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.

19.0 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.

20.0 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	

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

Bill To:
Key Largo Wastewater Treatment District Attn: Finance Department 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:
October 17, 2023

Agenda Item Number: I-3

Action Required:
Yes

Department:

IT

Sponsor:

ENS

Subject:

ENS Security Services Agreement Renewal

Summary:

ENS will present the Security Services Agreement Renewal for approval.

Reviewed / Approved

Financial Impact

Attachments

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

\$ 22,080.00
Expense
Funding Source:
N/A
Budgeted:
Yes

1. Security Services Agreement

Approved By: _____

General Manager



Date: _____

10-12-23

EssentialNet Solutions
Managed Security 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 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 7.3, 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 7.3, 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 7.0 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.

In the absence of a showing of gross negligence, and subject to the provisions of section 6.2.8 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.

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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.

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

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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 shall belong exclusively to Service Partner, and Client shall have no right or interest therein. 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

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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.

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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.

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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.

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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.

12.0 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.

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For the purposes of providing notice under this contract, the Authorized Representative of Service Partner is John Redrup 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

15.0 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.

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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.

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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.

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18.1 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.

18.2 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.

19.0 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.

20.0 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 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
<p align="center">Thank You for your business!</p> <p>Please note a 3% convenience fee will be applied to all payments made with credit card.</p> <p>Please visit our payment portal at ensusa.connectboosterportal.com/platform/paynow to make a payment online</p>	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:
October 17, 2023

Agenda Item Number: J-1

Action Required:
No

Department: Budget and Finance Sponsor: Connie Fazio

Subject:
Budget and Finance Report - September 2023

Summary:
Ms. Fazio will present the Budget and Finance monthly report.

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

Approved By:  Date: 10-12-23
General Manager

September 2023

Budget and Finance Report

Long Term Debt Summary	
SRF Loan KLNC 46401P	\$8,611,738.33

	Cash Flow	
	Deposits	Expenditures
Wastewater Billing Deposits Received	\$693,024.47	
Assessment Revenue Received (Non Ad Valorem & SDC Prepayments)	\$3,118.58	
Islamorada Revenue	\$94,767.00	
Interest Income	\$109,556.05	
Misc. Revenue (includes ACOE & Stewardship Reimbursement)	\$2,061,978.87	
District Expenditures (checks written)		\$1,955,483.02
Payroll		\$174,373.76
Total:	\$2,962,444.97	\$2,129,856.78

FKAA Wastewater Revenue Statistics

Date	Number of Customers Billed	WW Revenue Received	Date	Number of Customers Billed	WW Revenue Received
Oct. 2021	10,108 (9,216 Residential 892 Commercial)	\$685,648.63	Oct. 2022	10,120 (9,230 Residential 890 Commercial)	\$590,167.00
Nov. 2021	10,127 (9,234 Residential 893 Commercial)	\$629,299.45	Nov. 2022	10,124 (9,233 Residential 891 Commercial)	\$685,127.26
Dec. 2021	10,113 (9,218 Residential 895 Commercial)	\$621,823.46	Dec. 2022	10,114 (9,224 Residential 890 Commercial)	\$628,476.82
Jan. 2022	10,116 (9,216 Residential 900 Commercial)	\$650,127.44	Jan. 2023	10,129 (9,236 Residential 893 Commercial)	\$604,896.94
Feb. 2022	10,126 (9,236 Residential 890 Commercial)	\$649,323.02	Feb. 2023	10,123 (9,239 Residential 884 Commercial)	\$600,360.56
March 2022	10,142 (9,271 Residential 871 Commercial)	\$603,196.84	March 2023	10,148 (9,266 Residential 882 Commercial)	\$655,947.71
April 2022	10,178 (9,285 Residential 893 Commercial)	\$705,173.78	April 2023	10,141 (9,255 Residential 886 Commercial)	\$603,364.07
May 2022	10,149 (9,256 Residential 893 Commercial)	\$669,021.50	May 2023	10,168 (9,286 Residential 882 Commercial)	\$641,650.94
June 2022	10,141 (9,258 Residential 895 Commercial)	\$443,338.57	June 2023	10,164 (9,281 Residential 883 Commercial)	\$610,223.04
July 2022	10,131 (9,239 Residential 892 Commercial)	\$870,866.27	July 2023	10,140 (9,260 Residential 880 Commercial)	\$644,707.07
August 2022	10,144 (9,246 Residential 898 Commercial)	\$668,479.05	August 2023	FKAA Billing Inv. not rec'd as of 10/5/23 (stats unavailable)	\$599,881.28
Sept. 2022	10,119 (9,229 Residential 890 Commercial)	\$624,324.13	Sept. 2023	FKAA Billing Inv. not rec'd as of 10/5/23 (stats unavailable)	\$693,024.47
Total Revenue from Oct 2021 through Sept 2022		\$7,820,622.14	Total Revenue from Oct 2022 Through Sept 2023		\$7,557,827.16

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

Meeting Date:
October 17, 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.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Monthly Report 2. VAC I Driveways Update
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 10-12-23
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.

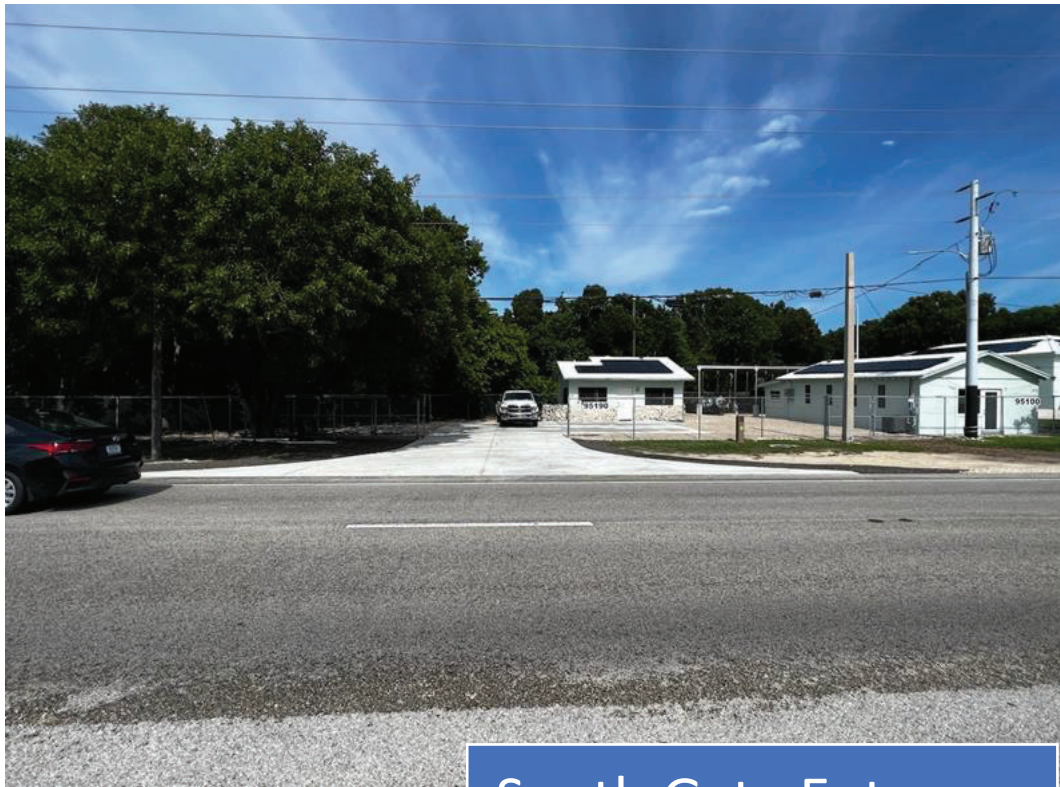
Date	Address	Incident	Response	KLWTD Issue
9/1/23	26 N Ocean Dr.	Customer reported that Her Grinder Pump alarm and light was on.	Tech found that the Grinder Pump was working as it should and reset the alarm.	No
9/3/23	182 Corrine Pl.	Customer reported a possible back up in Her house.	Tech found that 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:
October 17, 2023

Agenda Item Number: M-1

Action Required:
No

Department:
Capital Projects

Sponsor:
Ed Castle

Subject:
Capital Projects Report - Septemeber 2023

Summary of Discussion:
The Capital Projects Update report will be presented.

<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: 10-12-23
General Manager

Key Largo Wastewater Treatment District Capital Projects Report

Including updates through September 2023

Current Capital Projects

Project.	Amount	Contract Amount (Including Direct Purchases, change orders and amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Vacuum Stations Modifications	\$ 3,155,800.00	\$3,155,800.00	\$175,000.00	\$3,330,800.00
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete {Anticipated}	
	\$41,005.00	\$233,795.00	\$3,056,000.00	

- The VPS modifications project was awarded to Reynolds Construction in the amount of \$3,155,800.00, following contract price negotiations. During the negotiations the project cost was reduced by \$300,700.00. The reduction in cost is the result of pipe routing changes and sales tax savings. The Agreement and the Notice to Proceed were both executed on May 18, 2023.
- Deductive Change Order #1 in the amount of -\$500,192.00 has been executed to remove the cost of equipment purchase (without sales tax) from the Reynolds contract. The District has issued three purchase orders to equipment providers in the combined amount of \$500,192.00. The sales tax savings is included in the negotiated reduction of \$300,700.00.
- Submittals have been received and approved for the equipment and materials to be used on the job. The CPM schedule and Schedule of Values for progress payments has been approved. Materials have been ordered.
- The CPM schedule currently shows a construction start date in early November after receipt of some of the materials.
- Reynolds Construction is preparing deductive change orders that will be needed for the purchase of valve, piping and other supplies needed for the project. The District will purchase the major equipment and materials to take advantage of its sales tax exemption.

Project	Amount (Anticipated)	Contract Amount (Including Direct Purchases, change orders and amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Collection System Monitoring	\$7,575,677.00	\$8,082,277.36	\$568,176.00	\$8,650,453.36
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	
	\$337,593.75	\$5,708,490.39	\$2,604,369.22	

- Work continued in Basins A and B in the month of September.
- Current Status:
 - Basin A: 291 installed out of 297
 - Basin B: 241 installed out of 380
 - Basin C: 0 installed out of 411
 - Basin D: 232 installed out of 232
 - Basin E: 0 installed out of 287
 - Basin F: 0 installed out of 340
 - Basin G: 222 installed out of 222
 - Basin H: 47 installed out of 47
 - Basin I: 0 installed out of 240
 - Basin J/K: 0 installed out of 444
 - Total project install: 1,033 out of 2,900
- Construction progress meetings are held twice per month. Meetings were held on September 12th, September 26th and October 10th.
- Pay Application No. 11 was submitted for review and approval
- A special meeting was held on October 10th to discuss a number of topics related to construction. These topics included:
 1. Monitoring equipment installation was lagging too far behind conduit installation, with a lead of about 200 installations. Flovac mobilized a second crew to reduce the gap, with a target range of 60 – 80 conduit installations in advance of module installation.
 2. Proper pipe bedding, trench compaction and restoration was discussed. It was agreed that restoration of trenches would be completed weekly.
 3. Two rusty magnets were discovered in re-installed valves. Additional valves will be opened to determine if the problem exists elsewhere.
 4. Rebuilding of valves was discussed. Flovac is preparing a cost estimate to rebuild each valve before being re-installed into the vacuum pits.
 5. Sensor communications failures had been noted. Flovac corrected a software issue and re-started the modules, improving communications. Additional and taller Gateway antennas are planned to improve communications.
 6. It was determined that a second style of rubber grommet is needed for the one-piece

HDPE pits. Flovac is to obtain grommets for the one-piece pits.

7. Some of the concrete collars around vacuum pits have cracked since installation. When working with the pits, the cracked collars may come apart. Flovac agreed to exercise care around the collars and will photo-document existing conditions prior to starting work on each pit. District staff will replace damaged concrete collars.
- Flovac's conduit installation subcontractor will focus on restoration items and on installation of 4 more Gateway antennas for the project before moving on to Basin F.

Project	Amount (Anticipated)	Contract Amount (Including Direct Purchases, change orders and amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Effluent Filtration Upgrades	\$ 3,043,820.00	\$3,043,820.00	\$207,250.00	\$3,251,070.00
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	
	\$114,191.25	\$1,017,117.90	\$2,119,760.85	

- Reynolds Construction was the low bidder for the Effluent Filtration Upgrades project. After negotiations, the contract was awarded in the amount of \$3,043,820.00.
- Deductive Change Order No. 1 was prepared reducing the Reynolds contract by \$856,488.00, which is the bid cost of the equipment without sales tax. The District has issued a PO in the same amount for purchase of the equipment from the vendor.
- Additive Change Order No. 2 was approved in the amount of \$20,556.76 to provide labor for installation of a large underground valve at the Effluent Equalization tank. The valve itself was purchased by the District.
- Reynolds Construction mobilized to the site in the second half of September. Work began with excavation of the 30" effluent line to the booster pump station. Use of a trench box was required for safety. Dewatering was performed.
- The new 30" valve was installed and the turbidity tap was installed. A piece of wooden 4X4 was found inside the 30" pipe, apparently from the original construction project. District staff has in the past found pieces of wood in the filter booster pumps from time to time. The line is cleared now.
- Reynolds installed valve stem riser boxes and backfilled the trench.

Project	Amount (Anticipated)	Contract Amount (Including Direct Purchases, change orders and amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Keys Holdings LLC Pump Station Replacement	\$ 375,555.75	\$375,555.75	\$15,000.00	\$390,555.75
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	
	\$3,572.50	\$0.00	\$386,983.25	

- The District owns and operate the pump station at Keys Holdings LLC RV park. The pump station concrete is failing and the pump station needs to be replaced.
- An Invitation to Bid for replacement of the pump station was published. Only one bid was received, in the amount of \$899,900.00. The Board rejected this sole bid at the February 7, 2023 meeting.
- WEC recommended that the Board piggyback on a Marathon bid and award the Keys Holdings LLC project to Tropical Underground Contracting, LLC in the amount of \$375,555.75. The Board approved piggybacking at the February 28th Board meeting.
- Bonds and insurance have been received and the piggyback agreement has been executed. The Notice to Proceed was issued with an effective date of March 17, 2023. Substantial completion is to be achieved within 180 days.
- Tropical Underground’s pump station submittals have been approved and the materials have been ordered and received. Tropical Underground expects work to commence in mid to late October.

Upcoming Construction Projects

Project	Estimated Total Cost	Status
<p>Upgrades of Odor Control at All Vacuum Stations and Upgrade of the Generators at Vac A and Vac D.</p>	<p>\$1,200,000 (Anticipated)</p>	<p>Weiler Engineering has been directed to proceed with this project in phases, with Vacuum Stations A and D being the first phase. The Archdiocese and the District have agreed to having a single appraisal done. All Keys Appraisals met with Mike Dempsey at Vacuum Station A at the end of September to determine the value of minimum construction area needed and the value of the two whole parcels. Design continued on the upgrades for the odor control and generators for A and D. Plan sets were created for G, I and J/K for odor control upgrades.</p>
<p>Power Conditioning, Lightning Protection & Wiring Upgrades at WWTP</p>	<p>\$3,563,376 (Anticipated)</p>	<p>This project will provide protection from transient surges in power that can damage equipment and potentially cause overflows or inadequate treatment at the WWTP. The project also includes installation of a lightning protection system at the WWTP to further reduce the potential impacts due to electrical surges. Upgrades to the existing power and instrumentation wiring at the WWTP includes moving wiring above-ground to prevent corrosion of conduit and failure of wiring. Use of non-corrosive materials is also being specified. Weiler Engineering’s Electrical Engineer conducted a site visit and has begun updates to the electrical design and the specifications for the project. This project is grant funded.</p>
<p>Direct Potable Reuse Demonstration Project</p>	<p>\$1,504,301.25 (Anticipated)</p>	<p>The District has budgeted funds for a demonstration project to produce potable water from the WWTP’s treated effluent. 2021 Florida legislation establishing Direct Potable Reuse (DPR) as a preferred effluent disposal method and provides for DPR projects to be eligible for grant funding, treating WWTP effluent as an Alternative Water Supply. The District has applied for a planning grant for this project and has requested grant funding to be allocated for the design, permitting and construction of the DPR demonstration project. Initial estimates indicate that the volume of water produces in the DPR demonstration project would be in the range of 150,000 to 250,000 GPD.</p>

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

Meeting Date:
October 17, 2023

Agenda Item Number: M-2

Action Required:
Yes

Department:
Capital Projects

Sponsor:
Steve Suggs

Subject:
KLWTD VPS Mods CO #2 Piping Owner Direct Purchase (Deductive)

Summary of Discussion:

Attached is the deductive change order for the KLWTD VPS Mods Project. This Change Order allows the piping to be purchased directly by the District to exercise our tax-exempt status.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ (84,880.31)	Change Order 2 and letter of understanding
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	Grant(s)	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By:  Date: 10-12-23
General Manager

**SECTION 00950
CHANGE ORDER FORM**

<p>CONTRACTOR ("Contractor"): Reynolds Construction, LLC</p>	<p>CHANGE ORDER No. 2 PROJECT TITLE: KLWTD Vacuum Station Modifications PROJECT No. 03105.078:183</p>		
<p>OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")</p>	<p>ENGINEER: Weiler Engineering 6805 Overseas Hwy Marathon, Florida 33050</p>		
<p>DATE OF ISSUE: October 17, 2023</p>	<p>EFFECTIVE DATE: <u>October 17, 2023</u>, 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: Deduct the cost, including sale tax, of certain equipment and materials from the Contractor's scope of supply. The Contractor shall provide the purchase price, less sales tax, and all necessary backup documentation for the District to prepare a purchase order for the equipment and materials. That purchase order shall be submitted and paid by the Key Largo Wastewater Treatment District. This is done solely to exercise the District's sales tax exemption. The Contractor shall remain responsible for delivery and acceptance of the equipment and materials and shall retain full responsibility and liability for all aspects of the work as defined in the Contract Documents.</p> <p>Reason for Change: To exercise the District's sales tax exemption in ordering piping and valve materials</p> <p>Work to be Performed is more specifically described as: See attached details</p> <p>Attachments: Core & Main PO and invoice, Letter of Understanding, updated project Schedule of Values</p> <p style="text-align: center;">Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"> Increase (decrease) in Contract Price: (84,880.31) </td> <td style="width: 50%; text-align: center;"> Increase (decrease) in Contract Time (Calendar days): 0 Days </td> </tr> </table>		Increase (decrease) in Contract Price: (84,880.31)	Increase (decrease) in Contract Time (Calendar days): 0 Days
Increase (decrease) in Contract Price: (84,880.31)	Increase (decrease) in Contract Time (Calendar days): 0 Days		
<p>Acknowledgments: 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. 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: \$3,155,800.00</p>	<p>Original Contract Time: 365 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	Owner Direct Purchase of AIRVAC parts and valve packages from Ferguson and Fluid Control Specialists	\$ (500,192.00)	0 Days
2		\$	Days
3		\$	Days
4		\$	Days
5		\$	Days
6		\$	Days
TOTAL OF ALL PRIOR CHANGES		\$(500,192.00)	0 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$2,655,608.00	365 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$2,570,727.69	365 Days
Original Contract Substantial Completion Date: 05/18/2024		New Contract Substantial Completion Date: 05/18/2024	
APPROVAL AND CHANGE ORDER AUTHORIZATION			
Contractor: <u>Reynolds Construction LLC</u> _____ By (Signature) <u>Joshua Vondersaar, Operations Manager</u> (Printed Name and Title of Officer) (Date) _____ 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)	

CONTRACTOR RESPONSIBILITY AND EQUIPMENT PROCUREMENT AFFIDAVIT

This document is an affirmation and agreement made this ___ day of _____, 2023, by and between Reynold's Construction, LLC in its capacity as Construction Manager/Design Builder/General Contractor (hereinafter "CM/DB/GC"), and Key Largo Wastewater Treatment District ("KLWTD"), Owner, a municipal government entity.

WHEREAS, the Owner and CM/DB/GC are parties to a certain construction contract (hereinafter the "Contract"), dated _____, pertaining to the project known as _____;

AND WHEREAS, the CM/DB/GC, under the general conditions of the Contract, is responsible for all aspects of construction, execution, coordination, and completion of the aforementioned project;

AND WHEREAS, the Supplier/Vendors identified on the attached list, as may be updated from time to time, will provide the equipment and materials for the project;

NOW, THEREFORE, the CM/DB/GC hereby affirms and agrees as follows:

1. The CM/DB/GC accepts full and complete responsibility for all aspects of construction, including but not limited to the inspection, handling, storage, protection, and installation of the equipment and materials purchased directly by the Owner, as if they themselves procured said items.
2. The CM/DB/GC acknowledges that the Owner's sole role in the procurement of equipment and materials is to leverage their tax-exempt status and minimize the financial burden of the project.
3. The CM/DB/GC confirms understanding that they will be held responsible for any damages, loss, or misuse of the procured equipment and materials, as outlined in the Contract and its General Conditions.
4. Notwithstanding the foregoing, parties agree that the Supplier/Vendor shall provide directly to the Owner written evidence of all warranties associated with purchased equipment and materials as required and that the CM/DB/GC will coordinate any warranty or manufacturer's issues on behalf of the Owner for the warranty periods set forth in the Contract.
5. This Affidavit is supplementary to, and does not in any way limit or derogate from, the responsibilities, duties, and obligations of the CM/DB/GC under the Contract and its General Conditions.

THIS AFFIDAVIT shall be binding upon the CM/DB/GC, its successors, and assigns.

CM/DB/GC:

Key Largo Wastewater Treatment District
Peter Rosasco, General Manager

By: _____ Date: _____

CM/DB/GC

Reynold's Construction, LLC
Joshua Vondersaar, Operations Manager

By: _____ Date: _____

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

Meeting Date:
October 17, 2023

Agenda Item Number: O-1

Action Required:
Yes

Department:
Legal

Sponsor:
Nick Mulick

Subject:
EMPLOYEE HANDBOOK - SECTION 5.1 HOLIDAYS

Summary:

Section 5.1 to be amended to reflect the District's revised list of holidays, beginning 1/1/2024.

Presented are 2 options:
Option 1 reflects 12 Holidays.
Option 2 reflects 13 Holidays.

Reviewed / Approved

Financial Impact

Attachments

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

\$

Funding Source:
N/A

Budgeted:
N/A

1. Employee Handbook Cover Page
2. Section 5.1 Holidays - OPTION 1
3. Section 5.1 Holidays - OPTION 2

Approved By: _____
General Manager

Date: 10-12-23



KEY LARGO
WASTEWATER
Treatment District

EMPLOYEE HANDBOOK

Revised by Board October 17, 2023

This Employee Handbook replaces all previous versions of the KLWTD Employee Handbook.

OPTION 1

SECTION 5. ABSENCES

5.1 HOLIDAYS

The District observes twelve (12) days as holidays.

January: New Year's Day and Martin Luther King, Jr. Day

February: Presidents' Day

May: Memorial Day

June: Juneteenth Day

July: Independence Day

September: Labor Day

October: Columbus Day

November: Veterans Day, Thanksgiving Day, and Day after Thanksgiving

December: Christmas Day

Any holiday falling on a Saturday shall be observed on the preceding Friday; and any holiday falling on a Sunday shall be observed on the following Monday.

All Regular Full-time employees are eligible for holiday pay.

All Regular Part-time employees (working 32 or more hours per week but less than 40 hours per week, or working less than 32 hours per week) may be eligible for pro-rated Holiday pay in accordance with the employee's regularly scheduled hours for the workweek if that holiday falls on a regularly scheduled work day.

OPTION 2

SECTION 5. ABSENCES

5.1 HOLIDAYS

The District observes thirteen (13) days as holidays.

January: New Year's Day and Martin Luther King, Jr. Day

February: Presidents' Day

May: Memorial Day

June: Juneteenth Day

July: Independence Day

September: Labor Day

October: Columbus Day

November: Veterans Day, Thanksgiving Day, and Day after Thanksgiving

December: Christmas Day

Optional Day: A day designated by the General Manager

Any holiday falling on a Saturday shall be observed on the preceding Friday; and any holiday falling on a Sunday shall be observed on the following Monday.

All Regular Full-time employees are eligible for holiday pay.

All Regular Part-time employees (working 32 or more hours per week but less than 40 hours per week, or working less than 32 hours per week) may be eligible for pro-rated Holiday pay in accordance with the employee's regularly scheduled hours for the workweek if that holiday falls on a regularly scheduled work day.

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

Meeting Date:
October 17, 2023

Agenda Item Number: O-2

Action Required:
Yes

Department:
Legal

Sponsor:
Nick Mulick

Subject:

BOARD POLICIES and PRACTICES MANUAL -- RESOLUTION 16-2023

Summary:

Board Policies and Practices Manual effective October 17, 2023 to be adopted by Resolution 16-2023.

Reviewed / Approved

Financial Impact

Attachments


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

\$

Funding Source:
N/A

Budgeted:
N/A

1. Resolution 16-2023
2. Board Member Policies and Practices Manual

Approved By: 
General Manager

Date: 10-12-23

RESOLUTION NO. 16-2023

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING THE DOCUMENT ENTITLED, *BOARD PRACTICES AND POLICIES*; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Commissioner Heim has proposed certain amendments to the *Board Practices and Policies* document; and

WHEREAS, the Key Largo Wastewater Treatment District's (the "District") *Board Practices and Policies* is a document that can be amended at any time by action of the Board of Commissioners (the "Board"); and

WHEREAS, the Board has considered the proposed amendments; and

WHEREAS, the Board finds that it is in the best interests of the District and its customers to adopt the proposed amendments in their entirety.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Amended *Board Practices and Policies*. The District's *Board Practices and Policies* document is hereby amended in the form attached hereto and incorporated herein as Exhibit "A."

Section 3. Effective Date. The District's *Board Practices and Policies*, as amended herein, shall be effective immediately upon the adoption of this Resolution by the Board.

Section 4. Ratification. Except as amended herein, all of the terms, provisions, and requirements of the District's *Board Practices and Policies* are hereby ratified and shall remain in full force and effect.

Section 5. Authorization of District Officials. The General Manager and/or his designee(s) and the District General Counsel are authorized to take all actions necessary to implement the terms and conditions of this Resolution.

RESOLVED AND ADOPTED THIS 17th DAY OF OCTOBER, 2023.

The foregoing RESOLUTION was offered by Commissioner Heim, who moved its approval. The motion was seconded by Commissioner _____, and being put to a vote, the result was as follows:

	AYE	NAY
Chairman Rodriguez	_____	_____
Commissioner Heim	_____	_____
Commissioner Majeska	_____	_____
Commissioner Maloney	_____	_____
Commissioner Schwartz	_____	_____

The Chairman thereupon declared this Resolution No. 16-2023 duly passed and adopted the 17th day of October, 2023.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____
Chairman Nicolas Rodriguez

ATTEST:

Approved as to form
and legal sufficiency:

By: _____
Shannon McCully, Clerk

By: _____
Nicholas W. Mulick, Esq.,
General Counsel

SEAL

BOARD POLICIES AND PRACTICES

EFFECTIVE OCTOBER 17, 2023

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This Board Policies and Practices Manual replaces previous versions of the Board Practices and Policies manual.

CONDUCT OF MEETINGS

1. The Board usually applies the following "Meeting Rules" to its meetings: (1) It shall not be necessary to have a motion on the floor to discuss an item; (2) Commissioners have the right to request reconsideration of any item only once regardless of whether a commissioner was on the winning or losing side of a prior vote, or did not vote; (3) A point of order normally takes precedence over other matters; (4) On matters of extreme importance, a Commissioner may request the Board consider the matter at two separate hearings; (5) The Board should encourage full and open discussion of all items without regard to how long it takes to reach consensus; (6) The Board should not take action on an item unless it has been provided sufficient back-up and an opportunity to review and to consider the matter.
2. The Board shall update its "Meeting Rules" from time to time when appropriate.
3. The Board shall be guided, but is not required to follow Robert's Rules of Order (Small Group Edition).

ELECTION OF OFFICERS

4. The Board elects a chairman, vice chairman, and treasurer annually. In years in which general elections are held pursuant to s. 189.405(2)(a), F.S, the Board elects officers at the first meeting following certification of results by the Supervisor of Elections. In non-election years, the election of officers is held on the first meeting in November.
5. Commissioners may nominate themselves for office.
6. No second is required for nominations.
7. Contested elections for Board officers may be held by signed ballots, which shall be opened by the Clerk and made a part of the record.

BOARD ATTENDANCE

8. Commissioners must attend all meetings of the Board in person, unless excused by the Board. A commissioner may be excused from being personally present at a meeting under the following circumstances:
 - a. A quorum has been established by the personal presence of a majority of the commissioners; and
 - b. The commissioner participates in the meeting remotely; and
 - c. The commissioner is unable to be personally present at the meeting for any of the following reasons:
 1. Illness of the commissioner or the commissioner's immediate family.
 2. Death of a family member.
 3. Unanticipated events beyond the commissioner's control such as a canceled flight, road closure or delay due to an accident, severe inclement weather, etc.
 4. A previously scheduled commitment, such as a doctor's appointment that cannot be rescheduled without adverse consequences to the commissioner.
 5. Any other reason not specifically listed above and deemed by the Board to constitute exigent circumstances.

A commissioner who is excused may vote, make motions, and participate in all official business of the Board as though personally present at the meeting.

A commissioner who is not excused is deemed absent and not entitled to be compensated for that meeting but may participate remotely in Board discussion and may not make motions nor vote on Board business.

The Minutes of a meeting with a commissioner participating remotely with an Excused absence shall reflect that 1) a quorum is present; 2) that the present commissioners make a finding that extraordinary circumstances exist to permit remote participation; and 3) that commissioners are participating remotely.

LENGTH OF MEETING

9. The Board should endeavor to complete business within two (2) hours.

ABSTAINING FROM VOTING

10. A Commissioner should not abstain from voting unless, there is, or appears to be, a possible conflict of interest or unless a Commissioner lacks sufficient information to cast an informed vote.

THE RIGHT TO DISSENT

11. Commissioners shall have the right to publicly disagree with any official action taken by the Board.

PUBLIC COMMENTS

12. The Board should welcome public participation and comments at all meetings.

13. A person who desires to speak should register his or her request with the Clerk prior to the item being called for discussion.

14. The public may speak on any item, including "Bulk" items, either at the time General Public Comment is called, or at the time a Specific Item is called for discussion.

15. Public Comment regardless of being a General Public Comment, or a Specific Item Comment is usually limited to three (3) minutes for an individual and five (5) minutes for representatives of organizations, unless the Board believes additional time is appropriate.

16. Public speakers may provide written material to the Board and request that the material be included in minutes; however, the Chair may decline the request for inclusion if the material is unduly voluminous or is offensive.

17. Commissioners and Staff should refrain from responding to public speakers but may do so with the consent of the Chair.

ROLE OF CHAIRMAN

18. The Chair should encourage full and open debate.
19. The Chair is not obliged to recognize a request to "call the question" unless and until there has been full and open discussion by the Board.
20. The Chair shall discourage disrespectful comments.
21. The Chair's ruling on procedural matters is subject to a vote if challenged by any commissioner.

RESOLUTIONS

22. The Board shall adopt written resolutions on matters of importance and all KLWTD policies.

MOTIONS

23. Matters of importance shall be resolved by a vote rather than by "giving direction."
24. Commissioners may request a formal vote on any issue.
25. A motion can be made by any Commissioner;
26. If the Chair makes a motion, it must pass the gavel to the Vice Chair;
27. A motion can be seconded by any Commissioner including the Chair, who need not pass the gavel;
28. A vote can only be called by the Chair after a motion has been made and seconded.
29. Motions that do not receive a second shall automatically fail.
30. When a motion has been moved and seconded, and following the end of the discussion of an item, the Chair must:
 - a. Restate the motion, and
 - b. Call for a vote by yeas and nays or by roll
31. Any Commissioner may request a roll call vote.
32. Only one motion at a time may be considered.
33. The Board may table a motion to the next meeting, at which time the Board shall resume debate.

MINUTES OF THE MEETING

34. The minutes should be promptly recorded and should summarize the events of the meeting.
35. All motions made during the course of a meeting should be recorded in the minutes, including motions that fail to receive a second.
36. At the very least, the minutes should reflect the maker of the motion; the nature of the motion; the second, and the Commissioners voting yea/nay.

APPROVAL OF THE MINUTES

37. The draft minutes should be presented to the board for adoption at the next meeting.
38. The adoption of the minutes is *prima facie* evidence of the Board's decision, resolutions, and acts only. Comments included in the minutes are not to be considered as exact quotes
39. Commissioners have the right to request corrections to the minutes.

DRAFT AGENDA

40. The Clerk shall be responsible for the preparation, content, and form of the draft agenda with the assistance of the General Manager.
41. Commissioners shall have the right to include items and materials in the draft agenda for dissemination to the other commissioners, to staff, and to the general public. Such items shall be added under the "Commissioner Items" section, and shall not require backup.
42. In addition to Commissioners, the following persons shall have the right to include items in the draft agenda for dissemination to the commissioners, the staff, and the general public: 1) the General Manager, 2) the Director of Finance, 3) the District Engineer, and 4) the General Counsel.
43. The Draft Agenda shall be approved by the Board.
44. The Board shall not entertain items that have not been included in the Agenda.

COMMISSIONER ITEMS

45. Commissioners may bring forward items for discussion and possible voting action. Board meeting rules shall apply to voting actions.
46. The regular rules of conduct and procedure shall be in effect.

ROUNDTABLE DISCUSSION

47. The Roundtable portion of the meeting is where Commissioners may have open and free discussions among themselves.
48. No motion shall be required for a matter to be raised and discussed. No votes will be taken on Roundtable items.
49. The regular rules of conduct and procedure, including Roberts *Rules of Order*, shall not be in effect.

STAFF SUPPORT & LEGAL ADVICE

50. In order to carry out their legislative duties, Commissioners may request information, research or support from the General Manager, Senior Staff Members, Department Managers, or the District's Attorneys and Consultants provided that any such request is not unduly burdensome or excessive, i.e., will not take more than 1 hour per month. The District's staff shall have the right (but is not obligated) to ask the full board to authorize the request if the request is unduly burdensome.

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

Meeting Date:
October 17, 2023

Agenda Item Number: P-1

Action Required:
No

Department: Commissioner's Item Sponsor: Nick Rodriguez

Subject:
Reconsideration of District Holidays for 2024

Summary:
Chairman Rodriguez will discuss reconsidering the District Holidays for 2024.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Chairman's 2024 Holiday Memo
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 10-12-23
General Manager

Chairman's 2024 Holiday Memo

The GM Directive Day was of great value to employees of a small district since scheduling employee coverage can become an issue during holidays.

3 of our 4 departments have less than 10 employees.

This day was usually added near a major holiday, i.e., Christmas or the 4th of July, and was beneficial to department heads from a scheduling standpoint.

We should continue the Holiday schedule as was followed in 2023 of 12 federal holidays and a GM optional. We should follow precedent and continue to follow the 2023 schedule with 13 scheduled holidays. To do otherwise seems punitive.

The Following Municipalities and government entities have the following holiday schedules:

- Florida Keys Aqueduct Authority – 14
- City of Marathon – 14
- Clerk of Courts – 13
- Sherriff Department – 13
- Mayor and Commissioners - 13
- County Attorney – 13
- Tax Collector – 13
- County Senior Management Team - 13
- TDC – 13
- Monroe County Land Authority – 13
- Monroe County Housing Authority – 13
- Monroe County Arts Council – 13

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

Meeting Date:
October 17, 2023

Agenda Item Number: P-2


Action Required:
No

Department: Commissioner's Item
Sponsor: Commissioner Heim

Subject:
2024 BOARD MEETING DATES - DRAFT

Summary:
2024 Board Meeting dates. District Holidays are also shown.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. 2024 Calendar
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 10-12-23
General Manager

BOARD MEETING DATES

2024

DISTRICT HOLIDAYS

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				