



Key Largo Wastewater Treatment District  
Board of Commissioners Meeting  
Tuesday, September 3, 2024  
4:00 PM

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## 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:

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

### DISTRICT STAFF:

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Peter Rosasco	General Manager
Nicholas Mulick	General Counsel
Shannon McCully	Clerk

### *MISSION STATEMENT:*

*"The Mission of the Key Largo Wastewater Treatment District is to preserve and protect the delicate ecosystem of the Florida Keys while providing exceptional customer service."*

***Please mute cell phones.***

A. CALL TO ORDER	
B. PLEDGE OF ALLEGIANCE	
C. ROLL CALL	
D. AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS	
E. PUBLIC COMMENT	
F. APPROVAL OF MINUTES OF PREVIOUS MEETING	
1. Minutes of August 20, 2024	4
G. GENERAL MANAGER	
1. September 17, 2024, Board Meeting	11
H. CUSTOMER SERVICE	
I. IT	
1. GIS Utility Updates and Maintenance	12
2. GIS Utility Update Training	15
J. BUDGET AND FINANCE	
1. 3rd Quarter Fiscal Year 2024 Financial Reports	18
2. BS&A Cloud Upgrade	27
K. FIELD	
L. PLANT/FACILITIES	
1. Plant/Facilities Report – July 2024	45
M. CAPITAL PROJECTS	

## N. ENGINEERING

## O. LEGAL

1. Assessment Exclusion - Resolution No. 18-2024 48

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT ("THE BOARD") APPROVING THE REQUEST BY MONROE COUNTY ("THE OWNER"), TO WAIVE THEIR RIGHT TO RECEIVE WASTEWATER SERVICE AND TO SUSPEND COLLECTION OF SDC AND ALL FUTURE NON-AD VALOREM ASSESSMENTS FOR AK# 9105322; AND PROVIDING FOR AN EFFECTIVE DATE.

2. General Counsel Agreement 53  
3. General Manager Agreement 57  
4. Financial Director Agreement 61

## P. COMMISSIONER'S ITEMS

## Q. ROUNDTABLE

## R. ADJOURNMENT

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

Meeting Date:  
September 3, 2024

Agenda Item Number: F-1

Action Required:  
Yes

Department:                      Sponsor:  
Legal                                  Nick Mulick

Subject:  
**Minutes of August 20, 2024**

Summary:  
Staff to present the minutes of August 20, 2024 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: 8-29-24  
General Manager



Key Largo Wastewater Treatment District  
103355 Overseas Hwy, Key Largo, FL  
Tuesday, August 20, 2024

## MINUTES

### CALL TO ORDER (A)

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

### PLEDGE OF ALLEGIANCE (B)

Mr. Rudy Perez led the Pledge of Allegiance.

### ROLL CALL (C)

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

Present Virtually: Commissioner Timothy Maloney

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 Rudy Perez; Weiler Engineering Ed Castle and Lexi Connor; IT Support Manny Santana.

Appeared Virtually: Project Administration and HR Coordinator Laura Weinstock; IT Consultant Randy Redmond

Guests (Appeared Virtually): Tom Jones and Michelle Wilson of Brown and Brown Insurance and Kevin Wilson, Assistant County Director

### AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

*Approval of Agenda (D-1)*

Commissioner Heim requested items *O-2 ILA with Monroe County for Antenna at Rowell's Marina* and *O-3 ILA with Monroe County for South Cliff Holdings LLC SIC* be presented before item *G-2*.

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

### PUBLIC COMMENT (E)

No speakers.

### APPROVAL OF MINUTES (F)

*Minutes of August 2, 2024 (F-1)*

**Motion:** Commissioner Majeska made a motion to approve the minutes of August 2, 2024. Commissioner Schwartz seconded the motion.

**Motion passed without objection.**

**GENERAL MANAGER (G)**

*Fiscal Year 2025 Proposed Insurance Renewal (G-1)*

Mr. Tom Jones presented the proposed insurance renewal for 2025.

**Motion:** Commissioner Heim made a motion to accept item G-1 with the caveat that the financial impact of \$477,380.38 may be higher at a future date.  
Commissioner Maloney seconded the motion.

**Vote on Motion:**

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

*FY2025 Proposed Budget – Resolution 16-2024 (G-2)*

Mr. Rosasco presented the final budget for FY2025 and requested adoption of Resolution 16-2024.

**Motion:** Commissioner Majeska made a motion to adopt Resolution 16-2024.  
Commissioner Schwartz seconded the motion.

**Vote on Motion:**

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

**CUSTOMER SERVICE (H)**

*Customer Service Report – July 2024 (H-1)*

Ms. Fazio presented the Customer Service monthly report.

**IT (I)**

*IT Report – July 2024 (I-1)*

Mr. Santana presented the IT monthly report.

**BUDGET AND FINANCE (J)**

*Budget and Finance Report – July 2024 (J-1)*

Ms. Fazio presented the Budget and Finance monthly report.

**FIELD (K)**

*Field Report – July 2024 (K-1)*

Mr. Perez presented the Field monthly report.

**PLANT/FACILITIES (L)**

*Recommendation for Solar Upgrades (L-1)*

Mr. Dempsey presented a proposal for Solar Upgrades.

**Motion:** Commissioner Heim made a motion to approve item L-1 at the stated financial impact. Commissioner Schwartz seconded the motion.

**Vote on Motion:**

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

*Correction of Weiler Engineering Work Authorization 24-02 (L-2)*

Mr. Castle presented a correction for Weiler Engineering Work Authorization 24-02.

**Motion:** Commissioner Majeska made a motion to approve item L-2. Commissioner Heim seconded the motion.

**Vote on Motion:**

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

**CAPITAL PROJECTS (M)**

*Capital Project Report – July 2024 (M-1)*

Ms. Connor presented the Capital Projects monthly report.

*VPS Mods CO#5 – Longer Cables Vac Trailer, Cable Extensions, & Wiring Pins (M-2)*

Mr. Castle presented Change Order #5 to the Board.

**Motion:** Commissioner Majeska made a motion to approve Change Order #5. Commissioner Heim seconded the motion.

**Vote on Motion:**

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

**ENGINEERING (N)**

No report in agenda.

**LEGAL REPORT (O)**

*Assessment Exclusion – Resolution 17-2024 (O-1)*

Mr. Mulick submitted Resolution 17-2024.

**Motion:** Commissioner Heim made a motion that we do not adopt Resolution 17-2024. Commissioner Maloney seconded the motion.

**Vote on Motion:**

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

*ILA with Monroe County for Antenna at Rowell's Marina (O-2)*

Mr. Mulick submitted an ILA with Monroe County for KLWTD's antenna at Rowell's park for approval.

**Motion:**       **Commissioner Heim made a motion to approve agenda item O-2.**  
                  **Commissioner Schwartz seconded the motion.**

**Vote on Motion:**

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

*ILA with Monroe County for South Cliff Holdings LLC SIC (O-3)*

Mr. Mulick submitted an ILA with Monroe County for South Cliff Estates LLC SIC.

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

**Vote on Motion:**

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

**COMMISSIONER ITEMS (P)**

No report in agenda.

**ROUNDTABLE DISCUSSION (Q)**

No report in agenda.

**ADJOURNMENT (R)**

The meeting was adjourned at 6:37 p.m.



Seal \_\_\_\_\_

The KLWTD preliminary FY25 budget was presented at the 8/6/24 board meeting:

**Total Budget: \$27,770,213**

The KLWTD PROPOSED FY25 budget will be presented at the 8/20/24 board meeting:

**Total Budget: \$26,327,549**

**Changes from Preliminary FY25 to Proposed FY25 Budget:**

1. Decreased non-dept expenditure: transfer to self-insurance from \$1,500,000 to \$50,000 (since we have fully funded insurance reserves to the maximum loss amount: \$5,100,000)
2. Legal Counsel: Increased by \$1,633 (adjustment to reconcile amounts to overall staff increase of 5.2%)
3. Finance Director: Increased by \$1,969 (adjustment to reconcile amounts to overall staff increase of 5.2%)
4. General Manager: Increased by \$2,581 (adjustment to reconcile amounts to overall staff increase of 5.2%)
5. Insurance Renewal: Decreased by \$350 (due to actual renewal received from carrier)
6. Facility Cleaning in Plant Dept: Increased by \$450
7. Facility Cleaning in Field Dept: Increased by \$1,100
8. Facility Cleaning in Facilities Dept: Increased by \$450

(Total of Changes #2 through #8 above: \$7,833)

The above changes adjusted the needed Cash On Hand from \$212,094 to a -\$1,230,570, indicating that the District doesn't need to use any cash on hand, and in fact, we have a surplus of \$1,230,570.

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

Meeting Date:  
September 3, 2024

Agenda Item Number: G-1

Action Required:  
Yes

Department: General Manager  
Sponsor: Peter Rosasco

Subject:  
**September 17, 2024 Board Meeting**

Summary:  
Mr. Rosasco will discuss rescheduling the September 17, 2024, Board Meeting.

<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: 8-29-24  
General Manager

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

Meeting Date:  
September 3, 2024

Agenda Item Number: I-1

Action Required:  
Yes

Department: IT                      Sponsor: ENS

Subject:  
**GIS Utility Updates and Maintenance**

Summary:  
ENS will submit a proposal from FTC for updating KLWTD's GIS Utility Atlas and implementing the data in our operations

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 30,000.00	1. FTC Proposal
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	District	
District Clerk: _____	Budgeted:	
Engineering: _____	Partially	

Approved By:                       Date: 8-29-24  
General Manager



July 23, 2024

Manuel Santana  
It Director  
Key Largo Wastewater Treatment District  
manuel.santana@klwtd.com

**Subject: Key Largo GIS Utility Updates and Maintenance**

Dear Mr. Santana:

Florida Technical Consultants (FTC) is pleased for the opportunity to submit this Proposal for Professional Services to assist you in updating your GIS Utility Atlas and implementing the data in your operations.

**Project Description**

Key Largo Wastewater Treatment District (KLWTD) recently upgraded the GIS Utility Atlas. The system must be maintained to keep the data current and coordinate with outside agencies, contractors and consultants. Field staff need training to run the system. The purpose of the following scope is to provide hourly services to help keep the system current and implement asset management.

**Background and Scope**

During the initial upgrade:

- GIS Infrastructure was overhauled to leverage ArcGIS Online
- Datasets were rebuilt to include linework, diameters, materials
- Online maps were updated for new data and processes
  - Field Apps were built for Field mark ups and Vac Pit Timing
- Field Staff were trained to collect field data with app
- FTC updated mass data points and layers
- Emergency Application Development

The following are tasks identified to upgrade and maintain the GIS Platform:

**GIS Platform Maintenance**

FTC will continually monitor the system and ensure it is operational and updated

ENS Coordination (4 hrs per month)

- IT requirements
- GIS coordination
- Monthly Maintenance
- Security
- Data Integrity Audits

Emergency Management Maintenance

- Application modifications with staff feedback
- Training (part of Task 1)
- Hurricane preparedness
- Emergency Operations Center
- Dashboard

ArcGIS Online (4 hrs per month)

- Ensure Account is up to date as the industry progresses and
- Updates are made to software

General

- Parcel Updates for 2025 Year
- Additional Layers as requested

### GIS Investigate for Feasibility

Photo Storage Migration

- Migration of historical photos (trimble, klwtd.net) into Field Apps

ArcGIS Server Upgrade

- Upgrade from version 10.6.x to 11.x

Plant Operations

- Migration of historical data into GIS,
- Update layer information and schema

Asset Management

- System selection
- Prepare data with field names and asset ID's,
- Third party integration

### Deliverables

FTC will provide KLWTD and monthly project status report outlining the activities completed and objectives for future activities. FTC will provide copies of all data and collected and created.

### Assumptions

- KLWTD will provide IT to support ArcGIS Licenses and Installation.
- KLWTD will provide access to all relevant utility drawings, plans and background information.
- KLWTD will provide access to staff necessary to review the atlas and provide feedback.

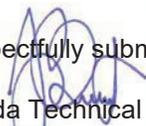
### Fees and Schedule

The estimated level of involvement will be \$2,500 per month at the following rates:

Position	Rate
Project Manager	\$145
Senior GIS Consultant	\$135
GIS Analyst	\$125

All services will be on an hourly basis. The schedule of delivery will be in an as-needed basis as defined by the KLWTD. KLWTD will be billed monthly according to the services and deliverables provided. Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488 or send me an electronic message at [jbarton@fltechinc.com](mailto:jbarton@fltechinc.com).

Respectfully submitted,

  
Florida Technical Consultants  
James Barton, P.E.  
President

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

Meeting Date:  
September 3, 2024

Agenda Item Number: I-2

Action Required:  
Yes

Department: IT                      Sponsor: ENS

Subject:  
**GIS Utility Update Training**

Summary:  
ENS will submit a proposal from FTC for GIS Utility Update training.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 30,740.00	1. FTC Proposal
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	District	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By:  Date: 8-29-24  
General Manager



Aug 15, 2024

Manuel Santana  
It Director  
Key Largo Wastewater Treatment District  
manuel.santana@klwtd.com

**Subject: Key Largo GIS Utility Update Training**

Dear Mr. Santana:

Florida Technical Consultants (FTC) is pleased for the opportunity to submit this Proposal for Professional Services to assist you in updating your GIS Utility Atlas and implementing the data in your operations.

**Project Description**

Key Largo Wastewater Treatment District (KLWTD) recently upgraded the GIS Utility Atlas. The system must be maintained to keep the data current and coordinate with outside agencies, contractors and consultants. Field staff need training to run the system. The purpose of the following scope is to provide hourly services to train staff to keep the system current and implement asset management.

**Background and Scope**

During the initial upgrade:

- GIS Infrastructure was overhauled to leverage ArcGIS Online
- Datasets were rebuilt to include linework, diameters, materials
- Online maps were updated for new data and processes
  - Field Apps were built for Field mark ups and Vac Pit Timing
- Field Staff were trained to collect field data with app
- FTC updated mass data points and layers
- Emergency Application Development

The following are tasks identified to upgrade and maintain the GIS Platform:

**Staff Training**

FTC will transfer data to KLWTD on Premise for data maintenance and training.

Data Migration (12 hrs)

- FTC Server to Local KLWTD

Create Pro Maps (12 hrs)

- Set up Pro Links
- Set up Symbology

Training Program

- Develop Training Materials / SOPs
- Remote training 2 hrs per week
- On-Site training 1 day per month
- Map Update Points and Lines
- Review Information from Field



- Update Base Utility Layers
- Push Updates to ArcGIS Online

**Deliverables**

FTC will provide KLWTD and monthly project status report outlining the activities completed and objectives for future activities. FTC will provide copies of all data and collected and created.

**Assumptions**

- KLWTD will provide IT to support ArcGIS Licenses and Installation.
- KLWTD will provide access to all relevant utility drawings, plans and background information.
- KLWTD will provide access to staff necessary to review the atlas and provide feedback.

**Fees and Schedule**

The following is a schedule of positions, rates, and estimated level of involvement.

Description	Project Manager \$145 / hr	Senior GIS Consultant \$135 / hr	GIS Analyst \$125 / hr	Fee
Task 1				
Data Migration	4	8		\$1,660
Create Pro Maps	4	8		\$1,660
Training Program	96	100		\$27,420
<b>Total</b>				<b>\$30,740</b>

All services will be on an hourly basis. The schedule of delivery will be in an as-needed basis as defined by the KLWTD. KLWTD will be billed monthly according to the services and deliverables provided. Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488 or send me an electronic message at [jbarton@fltechinc.com](mailto:jbarton@fltechinc.com).

Respectfully submitted,

Florida Technical Consultants  
James Barton, P.E.  
President

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

Meeting Date:  
September 3, 2024

Agenda Item Number: J-1

Action Required:  
No

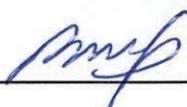
Department: Budget and Finance      Sponsor: Peter Rosasco

Subject:  
**3rd Quarter Fiscal Year 2024 Financial Reports**

Summary of Discussion:

The 3rd Qtr FY24 financial reports will be presented to the board.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Stmt of Net Position/Balance Sheet at 6/30/24
Administration: _____		
Finance: _____	Funding Source:	2. Revenue & Expenditure Report at 6/30/24
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 8-29-24  
General Manager



**KLWTD STATEMENT OF NET POSITION / BALANCE SHEET**  
**Period Ending 6/30/2024**

GL Number	Description	Balance
<b>Fund 401 - GENERAL FUND</b>		
<b>*** Assets ***</b>		
<b>Cash</b>		
1	401-0000-101.000.11 First State Bank Acct-3292	2,580,163.04
2	401-0000-101.000.14 Centennial Gen Op 1084	9,768,157.19
3	401-0000-101.000.15 Centennial Payroll 1092	728,115.83
4	401-0000-101.000.16 Centennial Debt Svc 1108	2,267,711.80
5	401-0000-101.000.17 Centennial R&R 1116	10,795,789.20
6	401-0000-101.000.19 Centennial Self Insurance 8728	5,083,919.16
7	401-0000-102.000.00 Petty Cash (Hurricane Cash)	8,000.00
	<b>Cash</b>	<b>31,231,856.22</b>
<b>Accounts Receivable</b>		
8	401-0000-115.000.01 Accounts Receivable	128,144.85
9	401-0000-131.000.00 Due From Other Governments	436,723.87
10	401-0000-131.000.02 Due From Monroe County ILA	3,899,589.40
	<b>Accounts Receivable</b>	<b>4,464,458.12</b>
<b>Fixed Assets</b>		
11	401-0000-162.900.00 Buildings	4,172,358.17
12	401-0000-166.900.00 Equipment & Furniture - Office & Field	105,516.94
13	401-0000-166.900.01 Equipment & Furniture - Computer	399,532.33
14	401-0000-166.900.02 Equipment & Furniture - Tools	169,241.53
15	401-0000-166.900.03 Equipment & Furniture - Plant Office/Lab	6,514.20
16	401-0000-166.900.04 Equipment & Furniture - Main Office	46,227.30
17	401-0000-166.900.05 Equipment & Furniture - Plant Equipment	876,355.34
18	401-0000-170.900.00 Collection Facilities	116,593,204.53
19	401-0000-170.900.01 Treatment Facilities	42,905,856.00
20	401-0000-170.900.03 Vehicles	510,798.26
21	401-0000-170.950.00 Accumulated Depreciation	(57,590,587.78)
	<b>Fixed Assets</b>	<b>108,195,016.82</b>
<b>Other Assets</b>		
22	401-0000-155.000.00 Prepaid Insurance	11,593.57
23	401-0000-155.000.01 Prepaid Assets	12,614.81
24	401-0000-156.000.00 Deposits	58,295.00
25	401-0000-161.900.00 Land	2,012,494.19
26	401-0000-169.900.00 Construction In Progress	7,790,790.15
	<b>Other Assets</b>	<b>9,885,787.72</b>
	<b>Total Assets</b>	<b>153,777,118.88</b>

<b>GL Number</b>	<b>Description</b>	<b>Balance</b>
<b>*** Liabilities ***</b>		
<b>Accounts Payable</b>		
27 401-0000-202.000.00	Accounts Payable	678,404.08
	<b>Accounts Payable</b>	<b>678,404.08</b>
<b>Liabilities-ST</b>		
28 401-0000-205.000.00	Retainage Payable	88,302.53
29 401-0000-215.000.00	Accrued Interest Payable	45,937.12
30 401-0000-216.000.00	Accrued Payroll	34,098.20
31 401-0000-217.000.01	Accrued Taxes Payable	12,428.89
32 401-0000-229.000.00	Health & Optional Withholdings	7,849.48
33 401-0000-231.000.00	Workers Compensation Insurance	4,570.05
	<b>Liabilities-ST</b>	<b>193,186.27</b>
<b>Liabilities-LT (over 1 year)</b>		
34 401-0000-203.900.00	SRF Loan - KLNC 01P	7,943,781.58
	<b>Liabilities-LT (over 1 year)</b>	<b>7,943,781.58</b>
<b>Other Liabilities</b>		
35 401-0000-210.900.00	Accrued Compensated Absences	112,636.63
36 401-0000-237.000.00	Other Post Empl Benefit (OPEB) Liability	30,534.00
37 401-0000-237.000.01	Deferred Inflows of Resources-OPEB	82,503.00
	<b>Other Liabilities</b>	<b>225,673.63</b>
	<b>Total Liabilities</b>	<b>9,526,263.37</b>
<b>*** Fund Balance ***</b>		
	<b>Total Fund Balance</b>	<b>144,250,855.51</b>



**KLWTD UNAUDITED REVENUE AND EXPENDITURE REPORT**  
**3rd Qtr FY2024 - PERIOD ENDING 6/30/2024**

GL NUMBER	DESCRIPTION	YTD BALANCE 06/30/2024	2023-24 ADOPTED BUDGET	% BDGT USED	
<b>Revenues</b>					
<b>Dept 0000 - Non-Departmental</b>					
1	401-0000-325.100.00	Non Ad Valorem Assessments	3,393,235.45	3,203,238.00	105.93
2	401-0000-343.500.00	Wastewater Service Revenue	5,337,964.31	7,600,000.00	70.24
3	401-0000-343.550.01	Islamorada Wastewater Flow Revenue	961,661.85	1,300,000.00	73.97
4	401-0000-343.550.02	Salinity Surcharge - Islamorada	31,015.19	0.00	100.00
5	401-0000-343.550.03	Islamorada Insurance Surcharge	0.00	55,000.00	0.00
6	401-0000-343.600.00	Monroe County ILA	2,125,000.00	2,125,000.00	100.00
7	401-0000-361.100.00	Interest Income	1,029,327.41	900,000.00	114.37
8	401-0000-369.900.00	Miscellaneous Revenues	96,803.53	50,000.00	193.61
	<b>Total Dept 0000 - Non-Departmental</b>		<b>12,975,007.74</b>	<b>15,233,238.00</b>	<b>85.18</b>
<b>Dept 5900 - CAPITAL IMPROVEMENTS</b>					
9	401-5900-325.100.01	SDC Prepayments	167,699.27	40,000.00	419.25
10	401-5900-334.350.01	ACOE Grant Revenue	0.00	2,000,000.00	0.00
11	401-5900-334.350.02	Stewardship Grant	1,207,980.84	9,627,886.00	12.55
12	401-5900-389.000.00	Cash on Hand	0.00	(378,095.00)	0.00
13	401-5900-389.000.01	Planned Use of Reserves	0.00	2,695,558.00	0.00
	<b>Total Dept 5900 - CAPITAL IMPROVEMENTS</b>		<b>1,375,680.11</b>	<b>13,985,349.00</b>	<b>9.84</b>
	<b>TOTAL REVENUES</b>		<b>14,350,687.85</b>	<b>29,218,587.00</b>	<b>49.11</b>
<b>Expenditures</b>					
<b>Dept 0000 - Non-Departmental</b>					
14	401-0000-581.000.01	Transfer to Repair & Replacement Fund	1,200,000.00	1,200,000.00	100.00
15	401-0000-581.000.04	Insurance Reserves - Self Insurance	1,500,000.00	1,500,000.00	100.00
16	401-0000-720.000.00	Debt Service Transfer	779,480.33	1,558,961.00	50.00
	<b>Total Dept 0000 - Non-Departmental</b>		<b>3,479,480.33</b>	<b>4,258,961.00</b>	<b>81.70</b>
<b>Dept 5130 - ADMINISTRATIVE</b>					
17	401-5130-110.000.00	Payroll-Board Meeting Compensation	45,049.77	66,740.00	67.50
18	401-5130-120.000.00	Payroll-Administration	393,059.08	532,352.00	73.83
19	401-5130-210.000.00	Payroll Taxes	32,746.65	45,830.00	71.45
20	401-5130-220.000.00	Retirement Contributions	15,985.19	35,945.00	44.47
21	401-5130-230.000.00	Group Health Premiums	47,966.46	75,429.00	63.59
22	401-5130-230.001.00	Employee Benefit Administration Fees	0.00	500.00	0.00
23	401-5130-230.002.00	Group Life Insurance	616.50	924.00	66.72
24	401-5130-240.000.00	Workers Compensation Insurance	819.64	1,800.00	45.54
25	401-5130-250.000.00	Unemployment Compensation	0.00	10,000.00	0.00
26	401-5130-311.000.00	Professional Services: Website & Misc.	10,193.00	6,700.00	152.13
27	401-5130-311.000.01	Prof. Svcs: Alarm & Fire Monitoring	1,170.29	1,500.00	78.02
28	401-5130-311.000.02	Prof Svcs: Fire Systems Maintenance Svcs	1,625.00	3,000.00	54.17
29	401-5130-311.000.03	Prof. Svcs: Managed IT Services	15,300.00	23,100.00	66.23
30	401-5130-311.000.05	Professional Svcs: NWPS 457(b) Admin Fee	0.00	3,500.00	0.00
31	401-5130-311.000.07	Professional Svcs: IT Security Svcs	16,560.00	30,000.00	55.20
32	401-5130-311.000.11	Professional Services: Safety Training	475.00	0.00	100.00
33	401-5130-311.000.14	Professional Svcs: Mobile Device Mgmt	3,060.00	3,060.00	100.00

	GL NUMBER	DESCRIPTION	YTD BALANCE	2023-24	% BDGT
			06/30/2024	ADOPTED BUDGET	USED
34	401-5130-311.002.00	Professional Svcs: FKA Billing Services	216,581.66	300,000.00	72.19
35	401-5130-311.003.00	Professional Svcs: Tax Collector Fees	11,000.00	11,000.00	100.00
36	401-5130-311.005.00	Professional Svcs: Tax Roll Svc	0.00	1,700.00	0.00
37	401-5130-311.006.00	Professional Svcs: Engineering	1,137.50	10,000.00	11.38
38	401-5130-312.000.01	Professional Svcs: Lobbyists-Henderson	45,050.00	60,100.00	74.96
39	401-5130-312.000.02	Professional Svcs: Lobbyists-Hicks	33,750.00	45,000.00	75.00
40	401-5130-313.001.13	Professional Svcs: Legal-General Counsel	72,157.50	96,210.00	75.00
41	401-5130-313.001.14	Professional Svcs: Legal-Outside Counsel	19,713.13	10,000.00	197.13
42	401-5130-320.000.01	Professional Svcs: Accounting/Audit Svcs	34,000.00	34,000.00	100.00
43	401-5130-320.000.02	Professional Svcs: Finance Director	64,941.75	86,589.00	75.00
44	401-5130-320.000.03	Professional Svcs: General Manager Svcs.	113,848.47	151,798.00	75.00
45	401-5130-341.000.02	BSA Software	20,844.00	23,100.00	90.23
46	401-5130-341.000.04	GIS Services (ESRI)	10,000.00	10,200.00	98.04
47	401-5130-341.000.05	Email Applications/Microsoft/Google Apps	20,132.50	16,000.00	125.83
48	401-5130-341.000.11	Document Management (M-Files)	4,645.45	2,500.00	185.82
49	401-5130-400.000.01	General Manager Travel & Training	6,942.30	12,000.00	57.85
50	401-5130-400.000.02	Clerk Travel & Training	363.60	2,500.00	14.54
51	401-5130-400.000.03	Other Travel & Training	7,691.09	20,000.00	38.46
52	401-5130-410.000.02	Advanced Cellular Svc / AT&T FirstNet	4,188.72	5,500.00	76.16
53	401-5130-410.000.04	Internet (Comcast & AT&T)	4,997.29	6,300.00	79.32
54	401-5130-410.000.05	Telephones (AT&T)	1,587.30	900.00	176.37
55	401-5130-410.000.07	VOIP	2,178.00	3,600.00	60.50
56	401-5130-410.000.08	GPS / Fleet Services	175.50	275.00	63.82
57	401-5130-411.000.02	IT:HARDWARE REPAIR-PARTS&MAINT UPGRADES	346.87	7,000.00	4.96
58	401-5130-411.000.03	IT: Software and Software Upgrades	45,430.94	16,500.00	275.34
59	401-5130-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	11,651.61	17,000.00	68.54
60	401-5130-420.000.00	Postage & Delivery Expense	1,162.19	2,700.00	43.04
61	401-5130-430.000.00	Water (Utility)-District Office	307.76	500.00	61.55
62	401-5130-432.000.00	Facility Cleaning	14,400.00	19,000.00	75.79
63	401-5130-432.001.00	Solid Waste	719.44	1,700.00	42.32
64	401-5130-435.000.00	Electricity	2,599.18	4,400.00	59.07
65	401-5130-440.000.00	Rents & Leases	0.00	1,000.00	0.00
66	401-5130-450.000.00	Insurance (excluding W-Comp & Health)	414,605.94	425,923.00	97.34
67	401-5130-460.000.01	Repairs & Maintenance: Grounds Keeping	2,175.00	3,000.00	72.50
68	401-5130-460.000.02	Repairs & Maintenance: Vehicles	423.19	200.00	211.60
69	401-5130-460.000.04	Repairs & Maintenance: Bldgs & Equip	8,145.70	9,200.00	88.54
70	401-5130-470.000.00	Copier	4,832.90	7,260.00	66.57
71	401-5130-480.000.00	Advertisements	3,493.23	5,000.00	69.86
72	401-5130-491.000.01	Storm Supplies & Preparation	0.00	2,000.00	0.00
73	401-5130-492.000.00	Bank Fees	20.00	500.00	4.00
74	401-5130-510.000.01	Office Supplies	8,513.28	12,000.00	70.94
75	401-5130-510.000.02	Printings	866.88	3,000.00	28.90
76	401-5130-510.000.03	Office Furnishings	918.97	2,500.00	36.76
77	401-5130-520.000.01	Employee Clothing/Uniforms	0.00	1,200.00	0.00
78	401-5130-520.007.00	Regulatory, Permit & Recording Fees	991.46	1,000.00	99.15
79	401-5130-520.010.02	Fuel: Vehicles	184.39	1,000.00	18.44
80	401-5130-521.000.00	Board: Travel, Admin, Office Supplies	5,523.27	6,000.00	92.05
81	401-5130-540.000.02	Clerk Dues	185.00	350.00	52.86
82	401-5130-540.000.03	Other Dues and Subscriptions	5,675.99	5,000.00	113.52
83	401-5130-645.000.00	Capital Outlay: IT Equipment	1,797.98	6,000.00	29.97
	<b>Total Dept 5130 - ADMINISTRATIVE</b>		<b>1,815,523.51</b>	<b>2,310,585.00</b>	<b>78.57</b>

GL NUMBER	DESCRIPTION	YTD BALANCE	2023-24	% BDGT	
		06/30/2024	ADOPTED BUDGET	USED	
<b>Dept 5351 - PLANT</b>					
84	401-5351-120.000.00	Payroll-Plant	349,139.61	476,912.00	73.21
85	401-5351-210.000.00	Payroll Taxes	26,137.17	36,484.00	71.64
86	401-5351-220.000.00	Retirement Contributions	12,319.01	27,304.00	45.12
87	401-5351-230.000.00	Group Health Premiums	58,198.81	75,429.00	77.16
88	401-5351-230.002.00	Group Life Insurance	369.90	494.00	74.88
89	401-5351-240.000.00	Workers Compensation Insurance	7,525.82	11,000.00	68.42
90	401-5351-311.000.01	Prof. Svcs: Alarm & Fire Monitoring	339.84	1,600.00	21.24
91	401-5351-311.000.02	Prof Svcs: Fire Systems Maintenance Svcs	3,770.00	6,000.00	62.83
92	401-5351-311.000.03	Prof. Svcs: Managed IT Services	15,300.00	23,100.00	66.23
93	401-5351-311.000.11	Professional Services: Safety Training	1,015.00	1,000.00	101.50
94	401-5351-311.006.00	Professional Services: Engineering	58,475.00	75,000.00	77.97
95	401-5351-311.006.01	Engineering: Islamorada Misc Engineering	13,665.00	10,000.00	136.65
96	401-5351-400.000.00	Training, Education & Travel	970.84	5,000.00	19.42
97	401-5351-410.000.02	Advanced Cellular Svc / AT&T FirstNet	722.73	1,000.00	72.27
98	401-5351-410.000.04	Internet (Comcast & AT&T)	4,614.66	6,300.00	73.25
99	401-5351-410.000.05	Telephones (AT&T)	2,485.58	10,120.00	24.56
100	401-5351-410.000.08	GPS / Fleet Services	175.50	275.00	63.82
101	401-5351-410.000.09	Radios / P25 MCSO Agreement	0.00	750.00	0.00
102	401-5351-410.000.10	Plant Gate Data Service	521.55	750.00	69.54
103	401-5351-411.000.02	IT:HARDWARE REPAIR-PARTS&MAINT UPGRADES	946.58	5,000.00	18.93
104	401-5351-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	10,009.68	13,500.00	74.15
105	401-5351-420.000.00	Postage & Delivery Expense	19,064.31	28,000.00	68.09
106	401-5351-430.000.00	Water- Plant	3,349.99	5,000.00	67.00
107	401-5351-432.000.00	Facility Cleaning	3,160.00	4,500.00	70.22
108	401-5351-432.001.00	Solid Waste	6,336.91	12,000.00	52.81
109	401-5351-435.000.00	Electricity - Plant	303,028.95	465,000.00	65.17
110	401-5351-440.000.00	Rents & Leases	0.00	7,000.00	0.00
111	401-5351-460.000.01	Repairs & Maintenance: Grounds Keeping	1,038.69	6,000.00	17.31
112	401-5351-460.000.02	Repairs & Maintenance: Vehicles	0.00	1,000.00	0.00
113	401-5351-460.000.03	Repairs & Maintenance: Equipment	157,504.87	340,000.00	46.32
114	401-5351-460.000.04	Repairs & Maintenance: Buildings	12,826.88	40,000.00	32.07
115	401-5351-491.000.01	Storm Supplies & Preparation	0.00	2,000.00	0.00
116	401-5351-510.000.01	Office Supplies	2,103.75	2,800.00	75.13
117	401-5351-510.000.03	Office Furnishings	0.00	1,500.00	0.00
118	401-5351-511.000.00	Safety Supplies	2,812.29	3,500.00	80.35
119	401-5351-520.000.00	Employee Uniforms / Clothing	362.70	1,500.00	24.18
120	401-5351-520.001.00	Lab Services (sample analysis)	30,760.00	50,000.00	61.52
121	401-5351-520.002.00	Sludge Handling	466,377.91	800,000.00	58.30
122	401-5351-520.003.00	Chemicals	513,817.03	870,000.00	59.06
123	401-5351-520.004.00	Lab Supplies	24,345.04	30,000.00	81.15
124	401-5351-520.005.00	Supplies & Tools (plant operations)	8,675.21	12,000.00	72.29
125	401-5351-520.006.00	Immunizations	0.00	1,200.00	0.00
126	401-5351-520.007.00	Regulatory/ Permit Fees	0.00	1,000.00	0.00
127	401-5351-520.010.01	Fuel: Equipment	376.42	1,000.00	37.64
128	401-5351-520.010.02	Fuel: Vehicles	646.09	1,000.00	64.61
129	401-5351-520.010.03	Fuel: Generators	4,161.06	5,500.00	75.66
130	401-5351-540.000.00	Dues & Subscriptions	0.00	400.00	0.00
131	401-5351-644.000.00	Mechanical Integrity Testing Project	9,822.78	0.00	100.00
132	401-5351-645.000.00	Capital Outlay - Computer Equipment	0.00	5,000.00	0.00
<b>Total Dept 5351 - PLANT</b>			<b>2,137,273.16</b>	<b>3,483,918.00</b>	<b>61.35</b>

GL NUMBER	DESCRIPTION	YTD BALANCE	2023-24	% BDGT	
		06/30/2024	ADOPTED BUDGET	USED	
<b>Dept 5352 - FIELD</b>					
133	401-5352-120.000.00	Payroll-Field	930,560.45	1,252,382.00	74.30
134	401-5352-210.000.00	Payroll Taxes	70,383.15	95,807.00	73.46
135	401-5352-220.000.00	Retirement Contributions	38,094.37	73,127.00	52.09
136	401-5352-230.000.00	Group Health Premiums	140,771.80	201,145.00	69.99
137	401-5352-230.002.00	Group Life Insurance	941.45	1,344.00	70.05
138	401-5352-240.000.00	Workers Compensation Insurance	19,595.87	27,000.00	72.58
139	401-5352-311.000.01	Prof. Svcs: Alarm & Fire Monitoring	2,003.76	2,500.00	80.15
140	401-5352-311.000.02	Prof Svcs: Fire Systems Maintenance Svcs	10,390.00	17,000.00	61.12
141	401-5352-311.000.03	Prof. Svcs: Managed IT Services	15,300.00	23,100.00	66.23
142	401-5352-311.000.11	Professional Services: Safety Training	1,645.00	2,500.00	65.80
143	401-5352-311.006.00	Professional Services: Engineering	45,141.48	75,000.00	60.19
144	401-5352-311.006.01	Sea Level Rise Engineering Fees	6,265.00	20,000.00	31.33
145	401-5352-341.000.06	GPServ/Trimble	3,809.37	4,100.00	92.91
146	401-5352-341.000.13	GIS Upgrade	47,346.50	46,440.00	101.95
147	401-5352-400.000.00	Training, Education & Travel	2,724.66	11,000.00	24.77
148	401-5352-410.000.02	Advanced Cellular Svc / AT&T FirstNet	5,096.48	7,000.00	72.81
149	401-5352-410.000.04	Internet (Comcast & AT&T)	13,709.82	18,000.00	76.17
150	401-5352-410.000.05	Telephones (AT&T)	7,902.86	6,500.00	121.58
151	401-5352-410.000.08	GPS / Fleet Services	1,942.20	2,800.00	69.36
152	401-5352-410.000.09	Radios / P25 MCSO Agreement	0.00	3,750.00	0.00
153	401-5352-411.000.02	IT:HARDWARE REPAIR-PARTS&MAINT UPGRADES	980.61	6,000.00	16.34
154	401-5352-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	12,360.45	16,500.00	74.91
155	401-5352-430.000.01	Water- Vac Station A	244.45	450.00	54.32
156	401-5352-430.000.02	Water- Vac Station D	269.82	350.00	77.09
157	401-5352-430.000.03	Water- Vac Station F	199.53	350.00	57.01
158	401-5352-430.000.04	Water- Vac Station G	264.98	450.00	58.88
159	401-5352-430.000.05	Water- Vac Station I - house	306.37	350.00	87.53
160	401-5352-430.000.06	Water- Vac Station I & Office	483.68	800.00	60.46
161	401-5352-430.000.07	Water- Vac Station JK	325.34	650.00	50.05
162	401-5352-430.000.09	Water- Humpty Dumpty	190.08	300.00	63.36
163	401-5352-430.000.10	Water- Harborage	190.41	300.00	63.47
164	401-5352-430.000.12	Water- Peter Pan	190.89	300.00	63.63
165	401-5352-432.000.00	Facility Cleaning	7,160.00	11,000.00	65.09
166	401-5352-432.001.00	Solid Waste	1,629.28	2,500.00	65.17
167	401-5352-435.000.01	Electricity- Vac Station A	53,648.18	75,000.00	71.53
168	401-5352-435.000.02	Electricity- Vac Station D	51,330.45	75,000.00	68.44
169	401-5352-435.000.03	Electricity- Vac Station E	33,561.29	60,000.00	55.94
170	401-5352-435.000.04	Electricity- Vac Station F	1,293.23	2,500.00	51.73
171	401-5352-435.000.05	Electricity- Vac Station G	21,342.08	43,000.00	49.63
172	401-5352-435.000.06	Electricity- Vac Station I	8,553.35	12,000.00	71.28
173	401-5352-435.000.07	Electricity- Vac Station I - house	1,063.38	3,000.00	35.45
174	401-5352-435.000.08	Electricity- Vac Station I - office	1,070.54	2,000.00	53.53
175	401-5352-435.000.09	Electricity- Vac Station JK	38,169.64	55,000.00	69.40
176	401-5352-435.000.11	Electricity- Humpty Dumpty	476.13	1,000.00	47.61
177	401-5352-435.000.12	Electricity- Harborage	612.23	1,200.00	51.02
178	401-5352-435.000.13	Electricity-Coastal WW/Largo Pk Lift Sta	668.37	1,200.00	55.70
179	401-5352-435.000.14	Electricity-Peter Pan/Tweedy Pie	478.59	800.00	59.82
180	401-5352-440.000.00	Rents & Leases	0.00	5,000.00	0.00
181	401-5352-460.000.01	Repairs & Maintenance: Grounds Keeping	11,275.00	15,000.00	75.17
182	401-5352-460.000.02	Repairs & Maintenance: Vehicles	20,933.19	15,000.00	139.55
183	401-5352-460.000.03	Repairs & Maintenance: Equipment	159,455.73	160,000.00	99.66
184	401-5352-460.000.04	Repairs & Maintenance: Buildings	18,322.13	20,000.00	91.61



	GL NUMBER	DESCRIPTION	YTD BALANCE	2023-24	% BDGT
			06/30/2024	ADOPTED BUDGET	USED
185	401-5352-460.000.05	Repairs & Maintenance: Collection System	62,801.94	100,000.00	62.80
186	401-5352-460.000.05-CS SEWER	Repairs & Maintenance: Coll Sys/Cust Svc	5,997.18	2,000.00	299.86
187	401-5352-460.000.08	Grinder Pump Monitoring	2,626.70	4,000.00	65.67
188	401-5352-470.000.00	Copier	1,423.65	1,980.00	71.90
189	401-5352-491.000.01	Storm Supplies & Preparation	0.00	2,000.00	0.00
190	401-5352-510.000.01	Office Supplies	1,357.53	2,500.00	54.30
191	401-5352-510.000.03	Office Furnishings	484.48	3,000.00	16.15
192	401-5352-511.000.00	Safety Supplies	2,645.00	6,000.00	44.08
193	401-5352-520.000.00	Employee Uniforms / Clothing	269.70	3,200.00	8.43
194	401-5352-520.005.00	Supplies and Tools (field operations)	33,887.14	46,004.00	73.66
195	401-5352-520.006.00	Immunizations	0.00	1,500.00	0.00
196	401-5352-520.010.01	Fuel: Equipment	724.19	2,000.00	36.21
197	401-5352-520.010.02	Fuel: Vehicles	28,179.82	40,000.00	70.45
198	401-5352-520.010.03	Fuel: Generators	5,694.00	8,500.00	66.99
199	401-5352-540.000.00	Dues & Subscriptions	0.00	100.00	0.00
200	401-5352-645.000.00	Capital Outlay - Computer Equipment	2,799.98	7,000.00	40.00
	<b>Total Dept 5352 - FIELD</b>		<b>1,959,564.93</b>	<b>2,707,279.00</b>	<b>72.38</b>
	<b>Dept 5354 - FACILITIES</b>				
201	401-5354-120.000.00	Payroll-Facilities	419,431.61	590,727.00	71.00
202	401-5354-210.000.00	Payroll Taxes	31,652.13	45,259.00	69.94
203	401-5354-220.000.00	Retirement Contributions	24,303.94	35,497.00	68.47
204	401-5354-230.000.00	Group Health Premiums	60,750.27	88,001.00	69.03
205	401-5354-230.002.00	Group Life Insurance	424.70	588.00	72.23
206	401-5354-240.000.00	Workers Compensation Insurance	8,808.19	15,000.00	58.72
207	401-5354-311.000.03	Prof. Svcs. Managed IT Services	15,300.00	23,100.00	66.23
208	401-5354-311.000.11	Professional Services: Safety Training	1,015.00	1,000.00	101.50
209	401-5354-400.000.00	Training, Education & Travel	522.04	10,000.00	5.22
210	401-5354-410.000.02	Advanced Cellular Svc / AT&T FirstNet	629.82	1,000.00	62.98
211	401-5354-410.000.08	GPS / Fleet Services	877.50	1,300.00	67.50
212	401-5354-410.000.09	Radios / P25 MCSCO Agreement	0.00	1,875.00	0.00
213	401-5354-411.000.02	IT:HARDWARE REPAIR-PARTS&MAINT UPGRADES	157.49	2,000.00	7.87
214	401-5354-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	6,395.34	8,600.00	74.36
215	401-5354-432.000.00	Facility Cleaning	3,160.00	4,500.00	70.22
216	401-5354-460.000.02	Repairs & Maintenance: Vehicles	2,244.91	3,000.00	74.83
217	401-5354-460.000.03	Repairs & Maintenance: Equipment	0.00	1,200.00	0.00
218	401-5354-510.000.01	Office Supplies	611.07	1,000.00	61.11
219	401-5354-510.000.03	Office Furnishings	0.00	800.00	0.00
220	401-5354-511.000.00	Safety Supplies	0.00	1,500.00	0.00
221	401-5354-520.000.00	Employee Uniforms/ Clothing	384.90	1,500.00	25.66
222	401-5354-520.005.00	Supplies & Tools	9,490.93	22,000.00	43.14
223	401-5354-520.006.00	Immunizations	0.00	1,500.00	0.00
224	401-5354-520.010.02	Fuel: Vehicles	4,181.22	7,500.00	55.75
225	401-5354-645.000.00	Capital Outlay - Computer Equipment	0.00	3,000.00	0.00
	<b>Total Dept 5354 - FACILITIES</b>		<b>590,341.06</b>	<b>871,447.00</b>	<b>67.74</b>
	<b>Dept 5900 - CAPITAL IMPROVEMENTS</b>				
226	401-5900-311.006.00-2018-007	Engineering: VPS Piping Mod	131,818.75	211,035.00	62.46
227	401-5900-311.006.00-2019-002	Engineering: Fire Suppression @ WWTP	8,958.75	0.00	100.00
228	401-5900-311.006.00-2021-002	Engineering: Odor Control at Vac Stns	42,350.00	172,960.00	24.49
229	401-5900-311.006.00-2021-003	Engineering: Tanks Coating	760.00	0.00	100.00
230	401-5900-311.006.00-2022-000	Engineering: Capital Prelim Design & Bgt	27,580.00	25,000.00	110.32
231	401-5900-311.006.00-2022-001	Engineering: Effluent Filtration Upgrade	196,522.50	197,848.00	99.33
232	401-5900-311.006.00-2022-003	Engineering: Lift Sta at KL Trailer Park	8,331.25	10,000.00	83.31

	GL NUMBER	DESCRIPTION	YTD BALANCE	2023-24	% BDGT
			06/30/2024	ADOPTED BUDGET	USED
233	401-5900-311.006.00-2022-004	Engineering: Vac System Monitoring	323,272.50	300,000.00	107.76
234	401-5900-311.006.00-2022-009	Engineering -Power Cond & Elec Up @ WWTP	195,100.00	126,693.00	153.99
235	401-5900-311.006.00-2022-010	Engineering: EQ Tank Headworks/Scrn Upg	65,948.75	120,000.00	54.96
236	401-5900-311.006.00-2023-002	Engineering: Ventilation Upg @ Vac Stns	0.00	14,000.00	0.00
237	401-5900-311.006.00-2023-004	Engineering: Two Driveways @ Vac I	1,300.00	0.00	100.00
238	401-5900-311.006.00-2023-005	Engineering: Direct Potable Reuse	0.00	87,500.00	0.00
239	401-5900-311.006.00-2023-025	Engineering: Deep Inj Well Permitting	15,435.00	0.00	100.00
240	401-5900-311.006.00-2023-027	Engineering: Isla NPK Pinch Valve FM	0.00	25,000.00	0.00
241	401-5900-311.006.00-2024-001	Engineering: Grinder Pump Latrl Pit Upg	64,385.00	89,766.00	71.73
242	401-5900-311.006.00-2024-002	Engineering: Ops Blower Room Mod	0.00	30,000.00	0.00
243	401-5900-311.006.00-SvcConRv	Engineering: Service Connection Revision	15,432.50	15,000.00	102.88
244	401-5900-630.000.00-2018-007	Capital Outlay:VPS PipingMod	2,486,707.43	2,926,755.00	84.96
245	401-5900-630.000.00-2021-002	Capital Outlay: Odor Control at Vac Stns	1,550.00	987,131.00	0.16
246	401-5900-630.000.00-2021-004	Capital Outlay: Spare Inj Well Pump&VFD	0.00	20,000.00	0.00
247	401-5900-630.000.00-2021-005	Capital Outlay: Effluent Inj Pump Repair	39,324.32	84,000.00	46.81
248	401-5900-630.000.00-2022-001	Capital Outlay: Effluent Filtration Upg	2,167,056.95	3,067,345.00	70.65
249	401-5900-630.000.00-2022-003	Cap Outlay: Replace Lift Sta KL Trl Pk	0.00	300,000.00	0.00
250	401-5900-630.000.00-2022-004	Capital Outlay: Vac System Monitoring	1,656,960.04	2,322,566.00	71.34
251	401-5900-630.000.00-2022-006	Cap Outlay: Sewage Pump Rep/Piping Mod	8,955.78	15,000.00	59.71
252	401-5900-630.000.00-2022-009	Cap Outlay: Power Cond & Elec Upg WWTP	0.00	700,000.00	0.00
253	401-5900-630.000.00-2022-010	Cap Outlay: EQ Tank Headworks/Scrn Upg	0.00	1,250,000.00	0.00
254	401-5900-630.000.00-2023-002	Cap Outlay: Ventilation Upg @ Vac Stns	0.00	185,000.00	0.00
252	401-5900-630.000.00-2023-026	Capital Outlay: Diffuser Sleeves	56,424.25	56,500.00	99.87
253	401-5900-630.000.00-2023-027	Capital Outlay: Isla NPK Pinch Valve FM	0.00	250,000.00	0.00
254	401-5900-630.000.00-2024-001	Cap Outlay: Grinder Pump Lateral Pit Upg	0.00	590,625.00	0.00
255	401-5900-630.000.00-2024-002	Capital Outlay: Ops Blower Room Mod	0.00	250,000.00	0.00
256	401-5900-640.000.00-2023-008	Cap Outlay: SoftStart Upg Vac Stn to VFD	0.00	112,500.00	0.00
257	401-5900-640.000.00-2023-009	Capital Outlay: SBR Blower Spare Parts	5,124.53	35,000.00	14.64
258	401-5900-640.000.00-2023-012	Cap Outlay: Spare Flow Meters for Plant	22,558.62	0.00	100.00
259	401-5900-640.000.00-2023-015	Capital Outlay: SBR & DCU PLC Upgrades	38,182.00	0.00	100.00
260	401-5900-640.000.00-2023-017	Capital Outlay: Vac Pump Rebuild & Spare	75,000.00	75,000.00	100.00
261	401-5900-640.000.00-2023-022	Cap Outlay: Cabling Plant, Vac Stn, Admi	0.00	8,000.00	0.00
262	401-5900-640.000.00-2023-023	Cap Outlay: Cameras-Plant, Admin, Field	268.00	0.00	100.00
263	401-5900-640.000.00-2024-003	Capital Outlay: Replace Vac Pit Collars	0.00	250,000.00	0.00
264	401-5900-640.000.00-2024-004	Capital Outlay: Vac Stn Paint Interior	0.00	105,000.00	0.00
265	401-5900-640.000.00-2024-005	Cap Outlay: Digester Motive Pump Replace	0.00	230,000.00	0.00
266	401-5900-640.000.00-2024-006	Capital Outlay: Replace Hydroxide Pump	19,970.00	20,000.00	99.85
267	401-5900-640.000.00-2024-007	Cap Outlay: Inj Well Check Pump Valves	10,112.03	18,000.00	56.18
268	401-5900-640.000.00-2024-008	Capital Outlay: Admin Bldg Hardening	0.00	59,670.00	0.00
269	401-5900-640.000.00-2024-009	Capital Outlay: Forklift for Plant	0.00	47,000.00	0.00
270	401-5900-640.000.00-2024-010	Capital Outlay: Admin/Board Vehicle	0.00	29,300.00	0.00
271	401-5900-640.000.00-2024-011	Capital Outlay: Field Ops Truck	0.00	30,000.00	0.00
272	401-5900-640.000.00-2024-012	Capital Outlay: Mini Excavator	87,202.17	87,203.00	100.00
273	401-5900-650.003.00-SvcConRv	Service Connection Construction Revision	53,355.21	50,000.00	106.71
274	401-5900-650.999.03-SCADAUPG	AQUA AEROBICS - SCADA UPGRADE SOFTWARE	43,351.00	0.00	100.00
	<b>Total Dept 5900 - CAPITAL IMPROVEMENTS</b>		<b>7,869,297.33</b>	<b>15,586,397.00</b>	<b>50.49</b>
	<b>TOTAL EXPENDITURES</b>		<b>17,851,480.32</b>	<b>29,218,587.00</b>	<b>61.10</b>
	<b>Fund 401 - GENERAL FUND:</b>				
	<b>TOTAL REVENUES</b>		<b>14,350,687.85</b>	<b>29,218,587.00</b>	<b>49.11</b>
	<b>TOTAL EXPENDITURES</b>		<b>17,851,480.32</b>	<b>29,218,587.00</b>	<b>61.10</b>
	<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>(3,500,792.47)</b>	<b>0.00</b>	<b>100.00</b>

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

Meeting Date:  
September 3, 2024

Agenda Item Number: J-2

Action Required:  
Yes

Department: Budget and Finance      Sponsor: Peter Rosasco

Subject:  
**BS&A Cloud Upgrade**

Summary of Discussion:

KLWTD staff, along with Keegan Nixon of BS&A Software, will present the proposal for an upgrade to the cloud. Benefits include: facilitation of workflow for field employees and staff, increased security, resistance to ransomware, unlimited storage, no server upgrades required, decreased downtime and remote accessibility.

FY2024 cost: \$19,800  
FY2025 cost: \$59,295 (budgeted)



Reviewed / Approved

Financial Impact

Attachments

Operations: \_\_\_\_\_  
Administration: \_\_\_\_\_  
Finance: \_\_\_\_\_  
District Counsel: \_\_\_\_\_  
District Clerk: \_\_\_\_\_  
Engineering: \_\_\_\_\_

\$ 79,095.00

Funding Source:

Budgeted:  
Partially

1. BS&A Proposal 8/26/24
2. BS&A Customer Order Form Agreement

Approved By: \_\_\_\_\_  
General Manager

Date: 8-29-24

**Proposal for:**  
**Key Largo Wastewater Treatment District, Monroe County FL**

**August 26, 2024**

**Quoted by: Keegan Nixon**

**Software and Services for BS&A Cloud Upgrade**



*Thank you for the opportunity to quote our software and services.*

*At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.*

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

## Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

### Upgrade - Cloud Modules - Annual Fee

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#### Financial Management

General Ledger	\$3,195
Accounts Payable	\$2,605
Accounts Receivable	\$2,425
Fixed Assets	\$2,370
Purchase Order	\$2,545
Work Order	\$2,605
Utility Billing (approximately 10,400 utility accounts)	\$11,700

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#### Personnel Management

Payroll	\$4,350
Human Resources	\$3,020

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#### Property

Special Assessment	\$2,490
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#### BS&A Online

*Fees for BS&A Online subscription services will be charged at the next renewal period*

Public Records Search + Online Bill Pay <i>With use of integrated Credit Card Processor</i>	\$2,190
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Subtotal **\$39,495**

## Upgrade Implementation

### Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- Upgrade training
- Prioritized response post go-live for 2 weeks from the upgrade team
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

**\$39,600**

## Cost Totals

Modules - <b>Annual Fee</b>	\$39,495
Upgrade Implementation	\$39,600

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**Total Proposed** **\$79,095**

*Travel not expected. Any necessary travel to be billed at a per trip and/or per day cost.*

### Payment Schedule

- 1<sup>st</sup> Payment: **\$19,800** to be invoiced upon execution of this agreement.
- 2<sup>nd</sup> Payment: **\$37,305** to be invoiced at activation of customer's site.
- 3<sup>rd</sup> Payment: **\$19,800** to be invoiced upon completion of training.
- 4<sup>th</sup> Payment: **\$2,190** to be invoiced upon next renewal of subscription-based BS&A Online features.

## Additional Information

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### Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

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### BS&A Online

#### *Connection Requirements*

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).



**BS&A  
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

<b>Customer Name:</b> Key Largo Wastewater Treatment District, Monroe County FL	<b>Sponsor Contact:</b> [__]
<b>Billing Address:</b> [__]	<b>Sponsor Phone:</b> [__]
<b>Accounts Payable Email:</b> [__]	<b>Sponsor Email:</b> [__]

**Platform and Fee Information**

<b>Effective Date:</b> [__]	
<b>Platform Description:</b> Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
<b>“Usage Limitations”:</b>	
<input type="checkbox"/> <i>Number of Authorized Users:</i> [INSERT # OF SEATS]	
<input type="checkbox"/> <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
<b>“Initial Subscription Period”:</b> [One (1) year]	<b>Subscription Fees:</b> \$39,495, payable [annually].
<b>Upgrade Implementation:</b> \$39,600	<b>Service Fees (if any):</b>
<b>Other Customer Terms:</b>	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”); and (v) any Statements of Work (each an “**SOW**”) entered into by the parties, a form of which is attached to this Order .

**BS&A SOFTWARE, LLC**

**KEY LARGO WASTEWATER TREATMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**CUSTOMER TERMS AND CONDITIONS**

The Parties agree as follows:

1. Definitions.

1.1 **“Authorized User”** means Customer’s employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **“BS&A IP”** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A’s provision of the Platform but does not include Customer Data.

1.3 **“Business Contact Data”** means Personal Information that relates to BS&A’s relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **“Customer Data”** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **“Documentation”** means Company’s end user documentation relating to the Platform, including any user guides.

1.6 **“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **“Order”** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A’s online ordering process, the results of such online ordering process.

1.8 **“Personal Information”** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **“Platform”** has the meaning set forth on the Order.

1.10 **“Professional Services”** means training, migration, implementation, integration, or other professional services that are memorialized in writing in a Statement of Work and provided to Customer in connection with its use of the Platform hereunder.

1.11 **“Statement of Work”** or **“SOW”** means a written statement of work for Professional Services executed by both Parties that incorporates this Agreement by reference.

1.12 **“Subscription Period”** means the time period identified on the Order during which Customer’s Authorized Users may access and use the Platform.

1.13 **“Third-Party Products”** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.14 **“Usage Data”** means usage data collected and processed by BS&A in connection with Customer’s use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.15 **“Usage Limitations”** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

## 2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer’s internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users’ accounts.

2.2 Documentation License. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer’s internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A’s detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party’s intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer’s or any Authorized User’s use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A’s provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party’s intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A’s access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a **“Service Suspension”**). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any

loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement, BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform. '

### 3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems, and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order or Statement of Work. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order or Statement of Work, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with

coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

## 7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees (“**Fees**”) identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days’ notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A’s sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A’s other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer’s and its Authorized Users’ access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A’s income.

## 8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “**Confidential Information**”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“**Representatives**”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-use and non-

disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, including all Business Contact Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the

Order (the “**Initial Subscription Period**”). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement’s express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a “**Renewal Subscription Period**” and together with the Initial Subscription Period, the “**Subscription Period**”).

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A’s delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer’s obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer’s prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A’s personnel will not be eligible to participate in any of Customer’s employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier



(with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software"

and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

**EXHIBIT B  
PRICING SHEET**

**Upgrade - Cloud Modules - Annual Fee**

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**Financial Management**

General Ledger	<b>\$3,195</b>
Accounts Payable	<b>\$2,605</b>
Accounts Receivable	<b>\$2,425</b>
Fixed Assets	<b>\$2,370</b>
Purchase Order	<b>\$2,545</b>
Work Order	<b>\$2,605</b>
Utility Billing ( <i>approximately 10,400 utility accounts</i> )	<b>\$11,700</b>

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**Personnel Management**

Payroll	<b>\$4,350</b>
Human Resources	<b>\$3,020</b>

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**Property**

Special Assessment	<b>\$2,490</b>
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**BS&A Online**

*Fees for BS&A Online subscription services will be charged at the next renewal period*

Public Records Search + Online Bill Pay <i>With use of integrated Credit Card Processor</i>	<b>\$2,190</b>
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Subtotal     **\$39,495**

## Upgrade Implementation

### **Services include:**

- *Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption*
- *Project schedule aligned with your processes and needs, ensuring a seamless transition timeline*
- *Expedited upgrade to cloud capturing existing process to minimize demands required of client teams*
- *Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization*
- *Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources*
- *Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted*
- *Preliminary data conversion with attachments, mirroring final conversion for a smooth transition*
- *Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing*
- *Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes*
- *Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.*
- *As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.*
- *Automated scaffolding of users and security roles based on your previous configurations*
- *Conversion of approval workflows based on role-based security, maintaining established processes*
- *As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment*
- *Documentation of our standard processes, facilitating easy access to essential information*
- *Upgrade training*
- *Prioritized response post go-live for 2 weeks from the upgrade team*
- *3 post go-live survey touch points to check-in on post-go live experience*
- *Remote go-live assistance and remote office hours for a successful transition to the cloud-based software*
- *Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost*

**\$39,600**

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

Meeting Date:  
September 3, 2024

Agenda Item Number: L-1

Action Required:  
No

Department: Plant/Facilities      Sponsor: Ryan Dempsey

Subject:  
**Plant/Facilities Report - July 2024**

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

**Reviewed / Approved**

**Financial Impact**

**Attachments**

Operations: \_\_\_\_\_  
Administration: \_\_\_\_\_  
Finance: \_\_\_\_\_  
District Counsel: \_\_\_\_\_  
District Clerk: \_\_\_\_\_  
Engineering: \_\_\_\_\_

\$  
  
Funding Source:  
N/A  
  
Budgeted:  
N/A

1. Monthly Report

Approved By:       Date: 8-29-2024  
General Manager

# Wastewater Treatment Plant Operations

The wastewater treatment plant processed an average of 2.0 million gallons of influent per day (MGD). The Treatment Plant remains in compliance with the Florida Department of Environmental Protection (FDEP) guidelines.

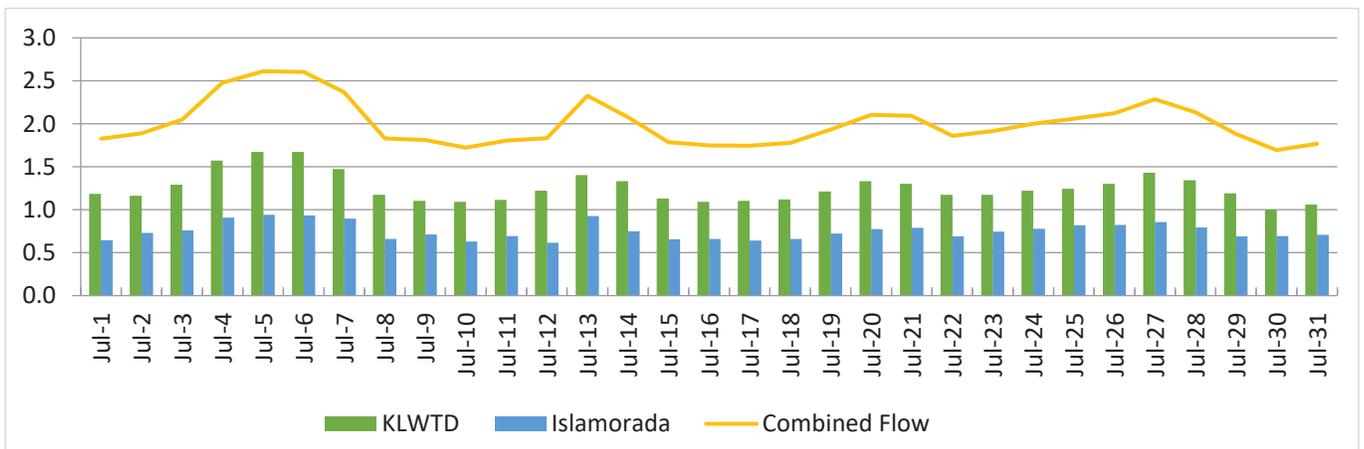
## Effluent Quality Reports (mg/L)

Determines the quality of discharge from the wastewater treatment plant.

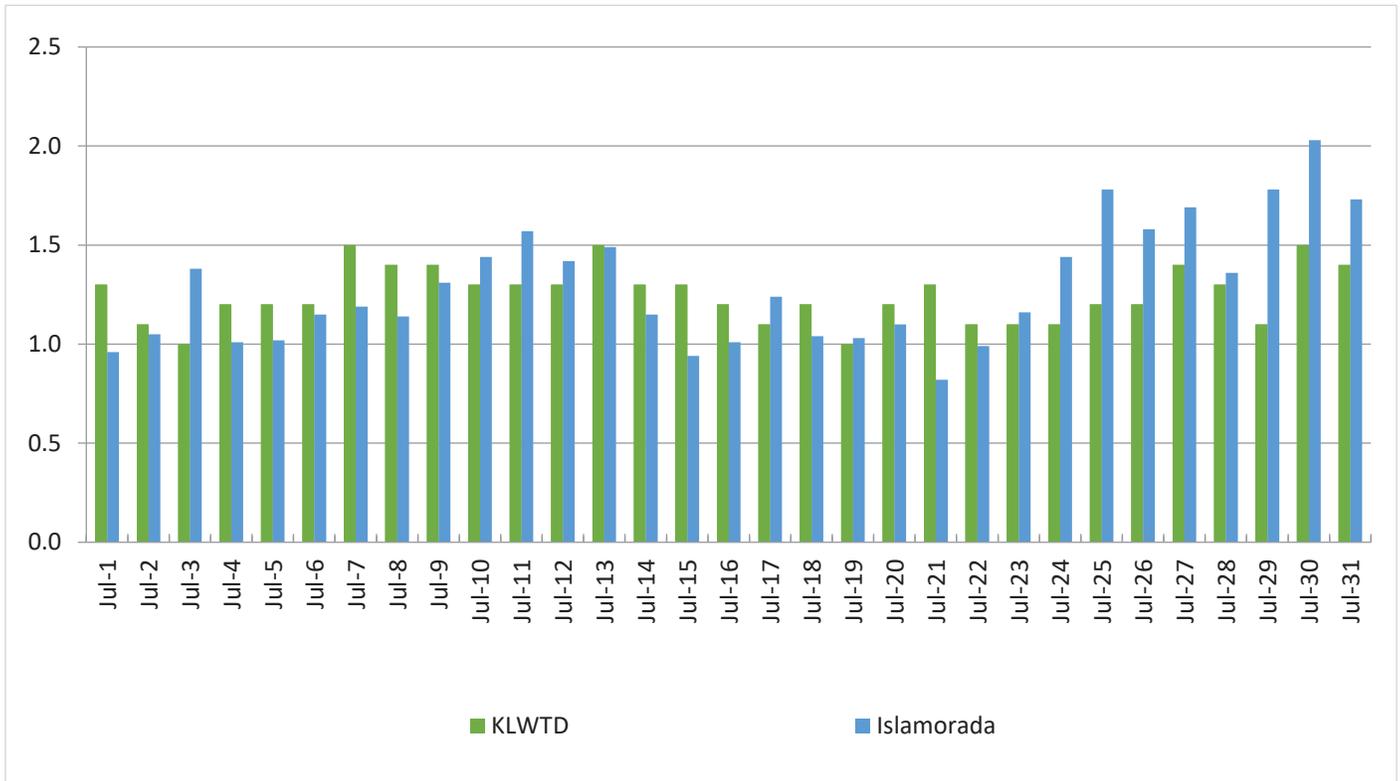
Effluent Quality Report	July 2024 Plant Performance	12 Month Average Plant Performance	Effluent Limits
<b>CBOD5</b> (Carbonaceous Biochemical Oxygen Demand)	1.8	1.7	5
<b>TSS</b> (Total Suspended Solids)	1	1.3	5
<b>TN</b> (Total Nitrogen)	2.7	2.2	Report only
<b>TP</b> (Total Phosphorous)	1.1	.7	Report only

## Daily Flow (MGD)

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



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



**Islamorada**

Average Daily Flow: .751 MGD  
 Highest Daily Flow: .941 MGD  
 Monthly Peak Salinity: 2.0 PPT  
 Days over 4.0 PPT Salinity: 0  
 3-month average of Islamorada flow capacity (1.104 MGD): 67%





**RESOLUTION NO. 18 - 2024**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT (“THE BOARD”) APPROVING THE REQUEST BY MONROE COUNTY (“THE OWNER”), TO WAIVE THEIR RIGHT TO RECEIVE WASTEWATER SERVICE AND TO SUSPEND COLLECTION OF SDC AND ALL FUTURE NON-AD VALOREM ASSESSMENTS FOR AK# 9105322; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Monroe County (“The Owner”) is the owner of the tax parcel described in Section 1 below (“the Subject Tax Parcel”); and

**WHEREAS**, the Subject Tax Parcel is owned by Monroe County for the purpose of protecting the natural environment; and

**WHEREAS**, the Owner waives it’s right to receive wastewater service and request that the District suspend the collection of SDC and all future non ad-valorem assessments on the Subject Tax Parcel, pursuant to the Key Largo Wastewater Treatment District’s General Rules and Regulations, Section 10.05(c).

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

**Section 1.**

PARCEL I.D.: 00501090-000200  
AK NO.: 9105322  
PARCEL DESCRIPTION: BK 1 LT 4 KEY LARGO BEACH PB2-149 KEY LARGO OR473-297 OR1405-1991 OR1500-226 OR2125-667/68T/C OR2146-1271/72 OR2318-932 OR3136-304 OR3207-831 OR3264-0441

**Section 2.**

APPROVAL OF REQUEST. The owners request to waive wastewater service is hereby approved.

**Section 3.**

EFFECTIVE DATE. This Resolution shall take effect upon adoption by the Board of Commissioners

**Section 4.**

AUTHORIZATION OF DISTRICT OFFICIALS. The General Manager and/or his designee(s) are authorized to take all actions necessary to implement the terms and conditions of this Resolution.

**RESOLVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF SEPTEMBER 2024.**

The foregoing RESOLUTION was offered by Commissioner \_\_\_\_\_, who moved for its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and being put to a vote the result was as follows:

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

The Chairman thereupon declared this Resolution duly passed and adopted this 3<sup>rd</sup> day of September 2024.

**KEY LARGO WASTEWATER TREATMENT DISTRICT**

By: \_\_\_\_\_  
Nicolas Rodriguez,  
Chairman

ATTEST:

*Approved as to form  
and legal sufficiency:*

\_\_\_\_\_  
Shannon McCully, District Clerk

By: \_\_\_\_\_  
Nicholas W. Mulick, Esq.,  
General Counsel

SEAL



### Request for Wastewater Assessment Waiver or Exemption

ALL fields must be completed, unless indicated as optional, before the request will be reviewed.

Property Owner of Record: Monroe County

Requested By\*: Christine Hurley

\*If not Owner of Record, authorization documentation must be submitted.

Email (optional): Hurley-Christine@MonroeCounty-FL.Gov Phone: 305-295-5180

RE/Parcel ID: 00501090-000200 Alternate Key: 9105322

Physical Location: Block 1, Lot 4, Key Largo Beach (PB 2-149).

RE/Parcel ID: \_\_\_\_\_ Alternate Key: \_\_\_\_\_

Physical Location: \_\_\_\_\_

RE/Parcel ID: \_\_\_\_\_ Alternate Key: \_\_\_\_\_

Physical Location: \_\_\_\_\_

I request an **EXEMPTION** of wastewater assessment for the parcel(s) listed above because:

- The parcel is vacant and has been aggregated with an adjoining parcel that is connected to the District's central wastewater collection system. *Section 10.05 (a)*
- The parcel is a marina, boat slip or rack minimum that is not capable of creating wastewater. *Section 10.05 (b)*
- The parcel cannot be improved due to zoning regulations or other legal constraints. *Section 10.05 (c)*
- The parcel cannot be improved due to physical conditions of the property. *Section 10.05 (d)*

I request a **WAIVER** of wastewater assessment for the parcel(s) listed above because:

- The parcel is vacant and immediately adjacent to an assessed parcel that is connected to the District's central wastewater collection system. *Section 10.06 (a)(i) Contiguous Vacant Parcel*  
**\*\$200.00 administrative fee required.**
- The parcel is vacant and designated as Tier I. *Section 10.06 (a)(ii) Tier 1 (one) Vacant Parcel*  
**\*\$200.00 administrative fee required.**
- The parcel is vacant and only receives an annual tax notice due to the wastewater assessment. *Section 10.06 (a)(iv) Minimum Tax Bill*
- The parcel is owned by Monroe County Land Authority or any other Federal, State or Local Agency for the purpose of protecting the natural environment. *Section 10.06 (a)(iii) - Conservation Parcel*
- The parcel is being conveyed to the Monroe County Land Authority or any other Government Agency for conservation purpose. **The Waiver shall take effect upon receipt by the District of proof that the Government Entity has acquired title to the Subject Tax Parcel.** *Section 10.06 (a)(iii) - Conservation Parcel*

**Acknowledgement Box required to process all exemptions Section 10.04(a) or waiver requests Section 10.06(b)**

- I certify that if wastewater service to the parcel is reinstated, the then-current owner must pay the full direct and indirect District costs of providing the same. The amount charged at that time is expected to be significantly greater than the current non-ad valorem assessment. Monroe County acknowledges that if the property is improved or developed with structures requiring an independent sewer connection, the District may impose a System Development Charge. Alternatively, the County may sell the property to an adjacent property owner for them to use for accessory structures connected to sewer through an existing sewer connection. If this is the case, Monroe County will require a deed restriction specifying that the property is limited to accessory use only.

Signature \_\_\_\_\_ Date \_\_\_\_\_



# Monroe County, FL



## Overview



## Legend

- Centerline
- Easements
- Hooks
- - Lot Lines
- Road Center
- Rights of Way
- Shoreline
- [ ] Condo Building
- Key Names
- [ ] Subdivisions
- [ ] Parcels

<b>Parcel ID</b>	00501090-000200	<b>Alternate ID</b>	9105322	<b>Owner Address</b>	MONROE COUNTY
<b>Sec/Twp/Rng</b>	33/61/39	<b>Class</b>	VACANT RES		1100 Simonton St
<b>Property Address</b>	VACANT CORAL Dr KEY LARGO				Key West, FL 33040
<b>District</b>	500K				
<b>Brief Tax</b>	BK 1 LT 4 KEY LARGO BEACH PB2-149 KEY LARGO OR473-297 OR1405-1991 OR1500-226 OR2125-667/68T/C OR2146-1271/72				
<b>Description</b>	OR2318-932 OR3136-304 OR3207-831 OR3264-0441				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 8/16/2024

Last Data Uploaded: 8/16/2024 8:14:01 AM

Developed by Schneider  
GEOSPATIAL



AGREEMENT FOR LEGAL SERVICES  
BETWEEN NICHOLAS W. MULICK, ESQ.  
AND  
KEY LARGO WASTEWATER  
TREATMENT DISTRICT

THIS AGREEMENT is entered into between Nicholas W. Mulick, Esq. (the “Attorney”), and Key Largo Wastewater Treatment District (the “District”). This Agreement is effective as of October 1, 2024, and shall run month-to-month until terminated by either party.

The District agrees to pay the Attorney, and the Attorney agrees to accept, a monthly fee of *EIGHT THOUSAND, FOUR HUNDRED THIRTY-FOUR DOLLARS and SEVENTEEN CENTS* (\$8,434.17) commencing as of October 1, 2024, in consideration of which, the Attorney shall provide the following legal services to the District:

1. Serve as General Counsel to the District;
2. Provide legal advice and counsel to the District Board of Commissioners (the “Board”) pertaining to the conduct of its business;
3. Prepare and/or review for legal sufficiency, Board Resolutions, legal memoranda, contracts, and correspondence as directed by the Board or General Manager;
4. With the consent of the General Manager, secure and supervise outside counsel, as necessary;
5. Confer with the General Manager pertaining to the conduct of the District’s business;
6. Confer with individual Board members pertaining to the conduct of the District’s business; and
7. Prepare for and attend all Board meetings.

The Board reserves the right to adjust the Attorney's compensation at its sole discretion.

The Attorney shall be compensated at the rate of \$225.00 per hour for time expended on matters outside the scope of this Agreement provided that the Board or General Manager authorizes such additional services in advance.

In addition to the monthly fee shown above, the District agrees to reimburse the Attorney for travel costs, including mileage, meals, and lodging, at rates approved by the District and consistent with the policies of the District and the rates allowed for travel by District employees, as set out in the District Travel Expense Policy.

This Agreement shall not act to confer any benefits of any type or nature upon the Attorney, including but not limited to, any collective bargaining agreement now or hereafter in effect between the District and its employees.

The Attorney agrees to render legal services in a manner that complies with all applicable laws, rules and regulations.

The Attorney is a public officer and a local government attorney, as those terms are used in § 112.313 of the Florida Statutes, and is subject to all ethical and other legal constraints applicable to public officers and government attorneys.

This is an *at-will* Agreement. Either party may terminate this Agreement upon 60 days' written notice to the other party. In case of termination, the Attorney shall cooperate with the District in transferring responsibility for legal issues to a successor attorney selected by the District. The Attorney will return all District documents, records and equipment in the Attorney's possession to the District, and the District will compensate the Attorney at the rates shown above for all services rendered prior to the effective date of termination.

This is an agreement for personal services and is not assignable by either party.

This Agreement shall be governed by the laws of the State of Florida. The parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The foregoing contains the entire agreement of the parties hereto and supersedes any and all prior written or oral agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties.

THE PARTIES' CONTACT INFORMATION IS, AS FOLLOWS:

Nicolas Rodriguez, Chairman Key Largo Wastewater Treatment District 103355 Overseas Hwy (PO Box 491) Key Largo, FL 33037 305-451-4019 ext. 220 305-453-5804 facsimile <a href="mailto:nicolas.rodriguez@klwtd.com">nicolas.rodriguez@klwtd.com</a>	Nicholas W. Mulick, Esq. NICHOLAS W. MULICK, PA 91645 Overseas Hwy Tavernier, FL 33070 305-852-9292 305-852-8880 facsimile <a href="mailto:lisa@mulicklaw.com">lisa@mulicklaw.com</a>
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The parties hereby acknowledge and accept the terms of this *Agreement for Legal Services* by their signatures below.

NICHOLAS W. MULICK, PA

KEY LARGO WASTEWATER  
TREATMENT DISTRICT

By: \_\_\_\_\_  
Nicholas W. Mulick, Esq.

By: \_\_\_\_\_  
Nicolas Rodriguez, Chairman

Dated: September \_\_\_\_, 2024

Dated: September \_\_\_\_, 2024





## CONSULTANT AGREEMENT GENERAL MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of September 2024, by and between the *Key Largo Wastewater Treatment District* (“District”) and *Bishop, Rosasco & Co.* (“Consultant”).

DISTRICT AND CONSULTANT agree as follows:

1. **CONSULTANT DUTIES.** During the term of this Agreement, Consultant shall act as and discharge the duties of the District’s General Manager. Consultant agrees that the person designated to act as and discharge the duties contemplated herein shall be Peter Rosasco who may be assisted by Jennifer Johnson.
2. **SERVICES.** Consultant agrees to perform the services described in ATTACHMENT A to this Agreement. The express terms of this Consultant Agreement shall control and supersede any inconsistent terms in ATTACHMENT A.
3. **COMPENSATION.** Consultant shall be compensated in the annual amount of ONE HUNDRED FIFTY-NINE THOUSAND, SIX HUNDRED NINETY-TWO DOLLARS (\$159,692.00) with no benefits of any kind commencing as of October 1, 2024. The District reserves the right to adjust Consultant’s compensation at its sole discretion. Consultant is entitled to reimbursement for out-of-pocket expenses incurred on behalf of the District, specifically including travel expenses.
4. **PAYMENT OF COMPENSATION.** It shall not be necessary for Consultant to invoice the District in order to receive payment for compensation. However, out-of-pocket expense reimbursements will be invoiced to the District with appropriate supporting documentation. Payment shall be made to Consultant on a monthly basis during the term of this Agreement.
5. **TERM & TERMINATION.** This Agreement shall begin on the day and date first above written, and shall run month-to-month until terminated by either party. This is an at-will agreement, and either party may terminate this Agreement for any reason or for no reason, upon SIXTY (60) DAYS’ written notice to the other party.
6. **COMPLIANCE WITH LAW.** Consultant agrees to render services in a manner that complies with all applicable laws, rules, and regulations, including ethics laws, rules, and regulations. Consultant acknowledges that its designee, Peter Rosasco, is a Public Official, as that term as used in the Florida Statutes, and is subject to all ethical and other legal constraints imposed on Public Officials.
7. **INDEPENDENT CONTRACTOR.** Consultant agrees that it is an independent contractor. The District is interested only in the results of Consultant’s efforts, and Consultant shall be solely responsible for the method of performance of its duties under this Agreement, and for all withholding taxes, including all federal, state and local taxes, and all worker’s compensation insurance.

8. DOCUMENTS. All documents generated by Consultant in the course of providing services to the District are public records. Consultant will provide copies of such records to the District promptly upon request.
9. NON-WAIVER OF IMMUNITY. Notwithstanding the provision of F.S. § 768.28, the participation of the District in this Agreement shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the District be required to contain any provision for waiver.
10. ASSIGNMENT. This is an agreement for personal services, and the District has determined to hire Consultant, based in part on Consultant's representation that Peter Rosasco will be designated as and will be performing the duties enumerated in ATTACHMENT A to this Agreement. Neither Consultant, nor Peter Rosasco, may assign or delegate their rights or obligations under this Agreement; nor may Consultant substitute or designate a person other than Peter Rosasco to perform the duties of General Manager or Jennifer Johnson to assist him in the performance of his duties without specific written consent by the Board of Commissioners, and any purported assignment or delegation of any such right or obligation without such consent shall be null and void.
11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida. The parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
12. ENTIRE AGREEMENT. The foregoing contains the entire agreement of the parties hereto and supersedes any and all prior written or oral agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties.

EXECUTED this \_\_\_\_\_ day of September 2024.

KEY LARGO WASTEWATER  
TREATMENT DISTRICT

BISHOP, ROSASCO & CO.

By: \_\_\_\_\_  
Nicolas Rodriguez, Chairman

By: \_\_\_\_\_  
Peter Rosasco

# ATTACHMENT A

## MANAGEMENT DUTIES

- A. Manage the day-to-day operations of the District in accordance with the District Charter and all applicable laws.
- B. Attend all District Board meetings and prepare District Board meeting agendas in consultation with the District's Board of Commissioners.
- C. Manage and oversee the District's Capital Improvement projects.
- D. Provide to the District Board or individual members thereof, upon request, information, advice, recommendations and data concerning or related to all areas of District operation, including construction, operations, administration and finance.
- E. Serve as intergovernmental liaison between the District and local, state and federal governmental entities including, without limitation, coordination of wastewater treatment service extensions with applicable Comprehensive Land Development Plans, and communication with Public Officials on all matters pertaining to the District.
- F. Interact with the District's lobbyist and appropriate local, state and federal agencies to secure grants and other sources of funding.
- G. Coordinate and consult with the District's Engineer and Counsel.
- H. Ensure complete, accurate and timely governmental filings.
- I. Monitor the operations and billing functions of the District and ensure compliance with the Board's policies and directives.
- J. Coordinate preparation and submittal of annual reports.
- K. Ensure compliance with funding and grant requirements.
- L. Manage and oversee all debt agreements and finance instruments.
- M. Act as custodian of the District's books and records in accordance with F.S. §189.069.
- N. Provide management oversight over District employees, including employment, termination, compensation, discipline, and all other aspects of District employment.
- O. Assist staff and coordinate with District consultants regarding assessments and rate structure.



# CONSULTANT AGREEMENT FINANCIAL DIRECTOR SERVICES

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of September 2024, by and between the *Key Largo Wastewater Treatment District* (“District”) and *Bishop, Rosasco & Co.* (“Consultant”).

DISTRICT AND CONSULTANT agree as follows:

1. **CONSULTANT DUTIES.** During the term of this Agreement, Consultant shall act as and discharge the duties of the District’s Financial Director. Consultant agrees that the person designated to act as and discharge the duties contemplated herein shall be Peter Rosasco who may be assisted by Jennifer Johnson.
2. **SERVICES.** Consultant agrees to perform the services described in ATTACHMENT A to this Agreement. The express terms of this Consultant Agreement shall control and supersede any inconsistent terms in ATTACHMENT A.
3. **COMPENSATION.** Consultant shall be compensated in the annual amount of NINETY-ONE THOUSAND, NINETY-TWO DOLLARS (\$91,092.00) with no benefits of any kind commencing as of October 1, 2024. The Board reserves the right to adjust Consultant’s compensation at its sole discretion. Consultant is entitled to reimbursement for out-of-pocket expenses incurred on behalf of the District, specifically including travel expenses.
4. **PAYMENT OF COMPENSATION.** It shall not be necessary for Consultant to invoice the District in order to receive payment for compensation. However, out-of-pocket expense reimbursements will be invoiced to the District with appropriate supporting documentation. Payment shall be made to Consultant on a monthly basis during the term of this Agreement.
5. **TERM & TERMINATION.** This Agreement shall begin on the day and date first above written, and shall run month-to-month until terminated by either party. This is an at-will agreement, and either party may terminate this Agreement for any reason or for no reason, upon SIXTY (60) DAYS’ written notice to the other party.
6. **COMPLIANCE WITH LAW.** Consultant agrees to render services in a manner that complies with all applicable laws, rules, and regulations, including ethics laws, rules, and regulations. Consultant acknowledges that its designee, Peter Rosasco, is a Public Official, as that term as used in the Florida Statutes, and is subject to all ethical and other legal constraints imposed on Public Officials.
7. **INDEPENDENT CONTRACTOR.** Consultant agrees that it is an independent contractor. The District is interested only in the results of Consultant’s efforts, and Consultant shall be solely responsible for the method of performance of its duties under this Agreement, and for all withholding taxes, including all federal, state and local taxes, and all worker’s compensation insurance.

8. DOCUMENTS. All documents generated by Consultant in the course of providing services to the District are public records. Consultant will provide copies of such records to the District promptly upon request.
9. NON-WAIVER OF IMMUNITY. Notwithstanding the provision of F.S. § 768.28, the participation of the District in this Agreement shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the District be required to contain any provision for waiver.
10. ASSIGNMENT. This is an agreement for personal services, and the District has determined to hire Consultant, based in part on Consultant's representation that Peter Rosasco will be designated as and will be performing the duties enumerated in ATTACHMENT A to this Agreement. Neither Consultant, nor Peter Rosasco, may assign or delegate their rights or obligations under this Agreement; nor may Consultant substitute or designate a person other than Peter Rosasco to perform the duties of Financial Director or Jennifer Johnson to assist him in the performance of his duties without specific written consent by the Board of Commissioners, and any purported assignment or delegation of any such right or obligation without such consent shall be null and void.
11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida. The parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
12. ENTIRE AGREEMENT. The foregoing contains the entire agreement of the parties hereto and supersedes any and all prior written or oral agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties.

EXECUTED this \_\_\_\_\_ day of September 2024.

KEY LARGO WASTEWATER  
TREATMENT DISTRICT

BISHOP, ROSASCO & CO.

By: \_\_\_\_\_  
Nicolas Rodriguez, Chairman

By: \_\_\_\_\_  
Peter Rosasco

## ATTACHMENT A

### FINANCIAL DUTIES

- A. Maintain accounting system in compliance with Governmental Accounting Standards Board, the uniform accounting system prescribed by the Florida Department of Banking, Finance for Government Accounting, the Rules of the Auditor General, and any other applicable state and federal regulations.
- B. Prepare Public Depositor's Report and distribute to the State Treasurer.
- C. Coordinate with local, state and federal agencies for collection of District revenues, including assessments, fees and charges.
- D. Maintain proper asset and fund accounting procedures.
- E. Assist in the preparation of the District's annual operating and capital budgets.
- F. Prepare quarterly financial reports showing revenues and expenses to date in comparison with budget predictions.
- G. Assist the District auditors by providing requested documentation and information in support of the annual audit and preparation of the District's Comprehensive Annual Financial Report.
- H. Manage and administer the District's financing activities including bank loans, SRF loans, and bonds.
- I. Maintain debt service sinking fund and debt covenant requirements.