KEY LARGO WASTEWATER TREATMENT DISTRICT
BOARD OF COMMISSIONERS
COMMISSION MEETING AGENDA

February 5, 2013 4:00 PM
98880 Overseas Hwy
Key Largo, FL 33037

Robert Majeska	**Chair**
Andrew Tobin	**Vice Chair**
Norman Higgins	**Secretary-Treasurer**
Steve Gibbs	**Commissioner**
David Asdourian	**Commissioner**

Margaret Blank	**General Manager**
Ray Giglio	**General Counsel**
Carol Walker	**District Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the KLWTD Board, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the District Clerk at 305 451-4019 at least 48 hours in advance to request accommodations.

A. CALL TO ORDER - PLEASE MUTE CELL PHONES

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA WITH ANY ADDITIONS, DELETIONS, OR CONTINUANCES

E. PUBLIC COMMENT

Individual comments have a 3 minute limit; Organizations have a 5 minute limit. General comment (non-agenda items) will be heard at this time; Specific agenda items will be heard right before the item. Speaker cards must be turned in before the meeting starts.

F. ROMAN GASTESI

1. Inter-Local Agreement **TAB 1**

G. BULK ITEMS Action **TAB 2**

2. Jan. 15, 2013 Minutes
3. Jan. 22, 2013 Minutes
4. EDU Change for AK 1643564

H. FINANCIAL REPORT **TAB 3**

5. Pending Payments Action

I. COMMISSIONER'S ITEMS **TAB 4**

6. Full Disclosure and Cost on ARF (Commissioner Gibbs)
7. Vote of confidence for General Manager (Commissioner Gibbs) Action

J. ENGINEER REPORT

K. LEGAL COUNSEL REPORT **TAB 5**

8. RESOLUTION NO. 06-02-13 Action

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT ESTABLISHING PROCEDURES FOR APPROVING ASSESSMENT WAIVERS FOR TAX PARCELS PURCHASED BY THE MONROE COUNTY LAND AUTHORITY, MONROE COUNTY OR OTHER MONROE COUNTY ENTITIY FOR CONSERVATION PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

L. GENERAL MANAGER'S REPORT **TAB 6**

9. Washington D.C. Trip
10. Sales Tax Report
11. Islamorada Report
12. ESRI Software Renewal Action
13. General Manager's Contract

M. COMMISSIONERS ROUNDTABLE **TAB 7**

14. Panic Button (Commissioner Gibbs)

N. ADJOURNMENT

TAB 1

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Feb. 5, 2013 Agenda Item No. 1

[ ] PUBLIC HEARING [ ] RESOLUTION

[X] DISCUSSION [ ] BID/RFP AWARD

[ ] ACTION ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Draft Inter-Local Agreement, Mayfield Grant

RECOMMENDED MOTION/ACTION:

Approved by General Manager MBland

Date: 1/30/2013

Originating Department: General Manager	Costs: Funding Source:	**Attachments:** Draft Agreement
Department Review: [ ] District Counsel _____ [X] General Manager MB [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____ [Operations] _____	**Advertised:** Date: _____ Paper: _____ [X] Not Required

Summary Explanation/Background: County Manager will be attending the Feb. 5, 2013 meeting.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

STATE WASTEWATER FUNDING DISTRIBUTION AGREEMENT FOR "YEAR TWO OF FOUR"

THIS AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2013, by and between the following Parties for the distribution of the second of four $50 million yearly allocations of State funding from the Save Our Everglades Trust Fund.

PARTIES:

CITY OF KEY COLONY BEACH (hereinafter referred to as "Key Colony Beach"), a municipal corporation of the State of Florida, whose address is P.O. Box 510141, Key Colony Beach, FL 33051-0141; and

CITY OF KEY WEST (hereinafter referred to as "Key West"), a municipal corporation of the State of Florida, whose address is 3132 Flagler Avenue, Key West, FL 33040, and

CITY OF MARATHON (hereinafter referred to as "Marathon"), a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway, Marathon, FL 33050; and

FLORIDA KEYS AQUEDUCT AUTHORITY (hereinafter referred to as "FKAA), an independent special district established under the Laws of Florida, whose address is 1100 Kennedy Drive, Key West, FL 33040; and

KEY LARGO WASTEWATER TREATMENT DISTRICT (hereinafter referred to as "KLWTD"), an independent special district established under the Laws of Florida, whose address is P.O. Box 491, Key Largo, FL 33037; and

ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "Islamorada"), a municipal corporation of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036; and

MONROE COUNTY (hereinafter referred to as "County"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Suite 205, Key West, FL 33040; and

WITNESSETH:

WHEREAS, Monroe County contains a National Marine Sanctuary (Florida Keys National Marine Sanctuary), several Federal and State Parks, and State Aquatic Preserves (Coupon Bight Aquatic Preserve and Lignumvitae Key Aquatic Preserve); and

WHEREAS, Monroe County and Key West were determined by the State Legislature to be areas containing, or having a significant impact upon, environmental or natural resources of regional or statewide importance that is so environmentally sensitive and fragile, that Monroe

Comment [A1]: KLWTD deleted "FY 2013" and added "YEAR TWO OF FOUR"

Comment [A2]: Change from 2012 to 2013 accepted by KLWTD

Comment [A3]: Deletion of CITY OF LAYTON accepted by KLWTD

Comment [A4]: Deletion of NORTH KEY LARGO UTILITY CORP accepted by KLWTD

County and Key West were designated by the State as Areas of Critical State Concern pursuant to Sections 380.05, Florida Statutes; and

WHEREAS, the Florida Department of Environmental Protection has determined that excessive nutrients are a primary contributor to water quality degradation in the Florida Keys, leading to depressed oxygen levels, increased algae and an imbalance in the number and diversity of native aquatic life, and

WHEREAS, in 1999, the State Legislature established binding treatment and disposal requirements for all wastewater management facilities in Monroe County; and

WHEREAS, the County, FKAA, Key Colony Beach, Key West, KLWTD, Islamorada, and Marathon (collectively, the "Parties"), are all engaged in efforts to provide centralized wastewater treatment plants and collection systems throughout the Florida Keys and to upgrade and improve existing wastewater treatment systems to protect the fragile ecosystem of the Florida Keys and to comply with the requirements of Chapter 99-395; and

Comment [A5]: Deletion of Layton and NKLUC accepted by KLWTD

WHEREAS, the responsibility for financing the construction or upgrade of wastewater management facilities in the Florida Keys resides with the Parties to this Agreement and the business owners, homeowners, and property owners in the areas served by the Parties; and

WHEREAS, in 2008 the State Legislature approved a modification to Section 215.619, Florida Statutes, authorizing the issuance of $200 million of Everglades restoration bonds for the purpose of implementing the Florida Keys Area of Critical State Concern protection program under Sections 380.05 and 380.0552, Florida Statutes; and

WHEREAS, the Florida Keys Area of Critical State Concern protection program calls for the restoration and conservation of natural systems through, among other things, the implementation of state-mandated wastewater management projects identified in the Keys Wastewater Plan, dated November 2007, and submitted to the Florida House of Representatives on December 4, 2007; and

WHEREAS, the $200 million generated by the issuance of Everglades restoration bonds is administered by the Florida Communities Trust (the "Mayfield Grant Funds"); and

WHEREAS, in March of 2012, the State Legislature appropriated and the Governor subsequently approved, the first of four $50 million yearly allocations of the $200 million in Mayfield Grant Funds; and

WHEREAS, the first of four $50 million yearly allocations of Mayfield Grant Funds ~~(the "Annual Appropriation")~~ was disbursed with the stipulation that 60% of the said $50 million ~~first year's Annual Appropriation~~ be distributed to the County for the Cudjoe Regional Wastewater Project and that 40% be distributed to Islamorada; and

Comment [A6]: Changed by KLWTD

WHEREAS, the Parties anticipate the State will disburse the second or Year Two of Four distribution of Mayfield Grant Funds ~~Annual Appropriation~~ in Fiscal Year 2013; and

Comment [A7]: Changed by KLWTD

WHEREAS, this Agreement details and specifies the Year Two of Four distribution of Mayfield Grant Funds ~~the second Annual Appropriation~~ that the Parties have determined to be, and have agreed would be fair and equitable to all Parties.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by all of the Parties, the Parties hereby agree as follows:

1. **DEFINITIONS** - As used herein, the following terms shall have the following meanings, unless the context clearly otherwise requires:

Agreement shall mean this Interlocal Agreement.

~~*Annual Appropriation* shall mean the total funds appropriated and disbursed by the State to any of the Parties, in any given Fiscal Year.~~

Authorized Officer shall mean the Mayors of the County, Key Colony Beach, Key West, Islamorada, and Marathon, and the Chairperson of the Boards of the FKAA and the KLWTD.

Fiscal Year shall mean the State of Florida fiscal year, i.e., the period commencing on July 1 of each year and continuing through the next succeeding June 30, or such other period as may be prescribed by law.

Fund, Funds or Funding shall mean the Mayfield Grant Fund, ~~or~~ Mayfield Grant Funding, or State Wastewater Funding.

Mayfield Grant Fund or State Wastewater Fund shall mean the $200 million authorized by the State Legislature pursuant to Section 215.619, Florida Statutes and distributed by the State to the Parties pursuant to Section 215.619(1)(a)2, Florida Statutes.

Party or Parties shall mean the signatories to this Agreement, individually or collectively (to wit: the County, FKAA, Key Colony Beach, Key West, KLWTD, Islamorada, and Marathon.

State shall mean the State of Florida.

State Wastewater Fund or Mayfield Grant Fund shall mean the $200 million authorized by the State Legislature pursuant to Section 215.619, Florida Statutes and distributed by the State to the Parties pursuant to Section 215.619(1)(a)2, Florida Statutes.

Wastewater shall mean sewage or effluent of any nature or originating from any source.

Year Two of Four shall mean the second of four $50 million yearly allocations of *Mayfield Grant Funds.*

Comment [A8]: Added by KLWTD

Comment [A9]: Changed by KLWTD

Comment [A10]: All reference to an *Annual Appropriation* have been deleted by KLWTD in favor of "Year Two of Four".

Comment [A11]: Deletion of Layton accepted by KLWTD

Comment [A12]: Deletion of "and the NKLUC." Accepted by KLWTD. KLWTD added "and the".

Comment [A13]: Insertion of "State of Florida fiscal year, i.e., the" accepted by KLWTD

Comment [A14]: Deletion of October and insertion of July accepted by KLWTD

Comment [A15]: Deletion of September and insertion of June accepted by KLWTD

Comment [A16]: Changed by KLWTD

Comment [A17]: Added by KLWTD

Comment [A18]: Deletion of phrase, ", for the purpose of implementing the Florida Keys Area of Critical State Concern protection program under Sections 380.05 and 380.0552, Florida Statutes" accepted by KLWTD.

Comment [A19]: Deletion of Layton and NKLUC accepted by KLWTD.

Comment [A20]: Added by KLWTD

Comment [A21]: Added by KLWTD

2. **RECITALS.**

The recitals set forth above are true and correct and are hereby incorporated in this Agreement.

3. **EFFECTIVE DATE AND TERM.**

(a) This Agreement shall take effect on the date it is fully executed by the Authorized Officer of all of the Parties.

(b) This Agreement shall continue in full force and effect until:

1) All of the anticipated Year Two of Four ~~Fiscal Year 2013~~ Mayfield Grant Funding has been distributed to the Parties in accordance with this Agreement and there are no additional Year Two of Four ~~Fiscal Year 2013~~ Mayfield Grant Funds available to be distributed; or

2) This Agreement is terminated by the mutual consent of all of the Parties, in writing.

3) The State directs that the Year Two of Four Mayfield Grant Funding be distributed differently than as agreed upon herein.

4. **DISTRIBUTION OF FUNDS.**

(a) ~~During Fiscal Year 2013, if~~ If the State appropriates the anticipated Year Two of Four $50 million allocation ~~Annual Appropriation~~ of Mayfield Grant Funds, all such Funding so received shall be distributed to the Parties in accordance with and pursuant to the distribution schedule set forth below.

YEAR TWO of FOUR
STATE WASTEWATER FUNDING ~~MAYFIELD GRANT FUNDS~~ DISTRIBUTION SCHEDULE
~~For Fiscal Year 2013~~

Wastewater Project (Recipient)	Amount
County	**$0**
FKAA	**$5,000,000**
Key Colony Beach	**$1,000,000**
Key West	**$4,000,000**
KLWTD	**$20,000,000**
Islamorada	**$0**
Marathon	**$20,000,000**
TOTAL	**$50,000,000**

Comment [A22]: Changed by KLWTD

Comment [A23]: Changed by KLWTD

Comment [A24]: Added by KLWTD

Comment [A25]: Changed by KLWTD

Comment [A26]: Added by KLWTD

Comment [A27]: Changed by KLWTD

Comment [A28]: Changed by KLWTD

Comment [A29]: Deletion of Layton . $ 0 and NKLUC . $0 accepted by KLWTD

Comment [A30]: Change to from "$1,000,0000" to "$1,000,000" accepted by KLWTD

(b) In the event the State appropriates less than the anticipated $50 million Year Two of Four allocation ~~Annual Appropriation~~ of Mayfield Grant Funds, all such Funding received shall be distributed to the Parties on a *pro rata* basis in proportion to the amount the Parties would receive in accordance with and pursuant to the distribution schedule as set forth in paragraph 4. (a) above.

(c) Thereafter, in subsequent Fiscal Years, whether the State appropriates the full amount of the anticipated $50 million yearly Annual Appropriation of Mayfield Grant, or less than the $50 million amount, and notwithstanding any distribution schedule for that particular year, the Funds shall be distributed to the Parties on a pro rata basis in proportion to the amount the Parties would receive in accordance with and pursuant to the distribution schedule as set forth above. The provisions of this subsection shall survive the termination of this Agreement.

(d) Notwithstanding the distribution schedule set forth in paragraph 4. (a) above ~~in this paragraph~~, if the State ~~of Florida~~ directs that the Year Two of Four allocation of Mayfield Grant Funds, ~~funds~~ be distributed differently than as agreed upon herein, the distribution schedule directed by the State shall control. However, if the distribution schedule is changed other than by mutual agreement of the Parties, this agreement shall be void, the lobbying agreement described in Section 7 shall be terminated, and the Parties may negotiate a new agreement and/or resume independent lobbying efforts.

(e) Upon termination of the lobbying agreement described in Section 7 pursuant to paragraph 4. (d) above, costs to date shall be allocated to the Parties based on the monies actually received to date. If no money has been received, the Parties shall contribute based on the cost allocation schedule provided in Section 7.

(f) A major goal of this agreement is to address funding disparities among the parties. If the distribution schedule in Section 4 is disrupted and a new agreement is negotiated, the Parties agree that in subsequent Fiscal Years, the distribution of Year Three and Year Four allocations of Mayfield Grant Funds, Federal funding, sales tax proceeds, County general fund monies, or other funding sources, will, to the extent that it is practicable and legal to do so, be adjusted such that the Parties receive the funding they would have received in accordance with and pursuant to the distribution schedule as set forth above. The provisions of this subsection shall survive the termination of this Agreement.

5. **UTILIZATION OF FUNDING.**

(a) Any Mayfield Grant Funds received by the Parties from the State shall be utilized by the Parties to finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities; or any other lawful purpose in accordance with the laws, statutes, rules, and regulations promulgated by the State with reference to the expenditure of any such Funds.

Comment [A31]: Changed by KLWTD

Comment [A32]: Added by KLWTD

Comment [A33]: This paragraph was deleted by the County. It was reinserted by KLWTD after discussions with Roman.

Comment [A34]: This paragraph (c) was inserted by the County. Insertion accepted by the KLWTD with changes made by KLWTD

Comment [A35]: Added by KLWTD

Comment [A36]: Added by KLWTD

(b) The Parties shall establish fiscal control and fund accounting procedures that comply with generally accepted government accounting principles, and generally accepted accounting principles if a private entity, in order to assure that the Funds are spent for the purposes authorized by State law.

6. **NO GUARANTEED DISTRIBUTION AMOUNT.**

The amount of Funding to be received by each Party pursuant to this Agreement is dependent upon (a) the amount of Funding actually received from the State, (b) the restrictions and requirements set forth in Section 215.619, Florida Statutes, as well as the bonding, appropriations, and distribution processes of the State, and (c) Section 4 of this Agreement, and the distribution schedule shown therein.

7. **JOINT COOPERATION AND PAYMENT OF LOBBYISTS**

Comment [A37]: Added by KLWTD

The Parties agree to cooperate and to use their best efforts and their joint resources to advocate for the ~~Annual Appropriation including but not limited to directing~~ appropriation and distribution of the $50 million Year Two of Four allocation of Mayfield Grant Funds to the Parties. Toward that end:

Comment [A38]: Changes made by KLWTD

(a) The parties agree to utilize their state lobbyist(s) (if applicable) to request the State Legislature and the Governor to approve and ~~fund~~ appropriate the Year Two of Four allocation of Mayfield Grant Funds to the Parties ~~Annual Appropriation~~ in accordance with this Agreement. ~~A Party's failure to comply with this requirement shall preclude the distribution of Funds to said Party in this, and future, Fiscal Years.~~ A Party's failure to secure and retain the services of a state lobbyist shall preclude the distribution of Funds to said Party in this, and future, Fiscal Years.

Comment [A39]: Changes made by KLWTD.

(b) For and in consideration of the contributions of the Parties towards the payment of Peebles' fees, the County agrees that the Parties will receive a *pro rata* share of any and all monies the County receives as a direct result of Peebles efforts, pursuant to "Article II (Scope of Consultant's Basic Service), section 2.1," and "Attachment A (Scope of Work)" of the said agreement attached hereto as Exhibit "A." These said monies, of which the Parties will receive a *pro rata* share, include, but are not limited to, all monies received with respect to Wastewater Funding, the Restore Act, and/or other funding sources. The *pro rata* share of each Party will be based upon fees paid by that Party pursuant to the COST ALLOCATION SCHEDULE FOR JOINT LOBBYIST set forth in paragraph 7.(l) below.

Comment [A40]: Added by KLWTD

(c) Pursuant to this section, the Parties have agreed to contribute to the payment of Peebles' fees. In the event Peebles utilizes the services of, or associates himself with, other persons, firms, or entities, under no circumstances will such utilization or association increase the total fee to be paid by the Parties under this Agreement. Peebles shall be required to fully disclose all terms of any such association in advance.

Comment [A41]: Added by KLWTD

(d) As Peebles will be representing all of the Parties to this Agreement, there is the potential for a conflict of interest. Therefore, if Peebles should become aware of any such potential conflict, Peebles shall be required to, and shall, immediately notify all Parties of that fact, and shall obtain informed written consent from all affected Parties.

Comment [A42]: Added by KLWTD

(e) The County shall act as the lead agency with respect to Peebles. As such, the County shall periodically evaluate the progress made by Peebles toward obtaining wastewater and other funding from the State; as well as the benefit of paying Peebles' fees in proportion to the value of the services performed and the amount of recovery likely to be obtained. The County shall provide all Parties with a monthly report of the lobbyist's activities, progress, accomplishments and expenses.

Comment [A43]: Added by KLWTD

(f) In the event the County fails or neglects to carry out its duties as lead agency in good faith, the Parties shall have the option to opt out of the agreement with Peebles. In that event, any funds secured up to that point shall be distributed as agreed herein; and the Parties will be free to resume independent lobbying efforts. Examples of "bad faith" include, but are not limited to, lobbying against the interests of the other parties, failing to share information, or excluding any other party from phone calls or meetings.

Comment [A44]: Added by KLWTD

(g) The County shall provide each Party with contact information for Peebles. Such contact information shall include, but is not limited to: the name, title, cell number, e-mail address, and post office address of William Peebles and any other persons who will be associated with or will be working for or with William Peebles on this matter.

Comment [A45]: Added by KLWTD

(h) The lobbyist shall keep all Parties informed of progress and developments. Each Party shall have the right to contact the Peebles and his associates directly. Peebles and his associates shall respond promptly to inquiries and communications from the Parties.

Comment [A46]: Added by KLWTD

(i) The County shall keep the Parties informed of all meetings, trips, telephone calls, and developments in a timely fashion. The County shall provide such information with enough notice to enable Parties to participate in and/or attend such meetings, trips, or telephone calls, if appropriate.

Comment [A47]: Added by KLWTD

(j) Within 30 days of the effective date of this Agreement there shall be a "kick-off" meeting between the Parties and the lobbyist. At that time, the County will introduce all Parties to the lobbyist, and the lobbyist will provide the Parties with a summary of the lobbyist's duties, responsibilities, and anticipated results.

Comment [A48]: Added by KLWTD

(k) The Cost Allocation Schedule for the Joint Lobbyist is based on the ultimate distribution of funding tentatively agreed upon by the Parties at the time this agreement was signed. If the funding distribution is changed, the allocation of costs shall be changed accordingly.

Comment [A49]: Added by KLWTD

(l) COST ALLOCATION SCHEDULE FOR JOINT LOBBYIST

Comment [A50]: Added by KLWTD

Entity	% of total	Monthly Payment	Yearly Total
County	20	2000	24,000
FKAA	20	2000	24,000
Key Colony Beach	1	100	1200
Key West	7	700	8,400
KLWTD	22	2200	26,400
Islamorada	18	1800	21,600
Marathon	12	1200	14,440
Total	100%	$10,000	$120,000

Comment [A51]: Deletion of Layton and NKLUC accepted by KLWTD

8. **RECORDS – ACCESS AND AUDITS.**

All Parties shall maintain adequate and complete records for a period of four years after each Annual Allocation. Each Party, its officers, employees, agents and contractors shall, upon proper request, have access to the books, records, and documents of the other Parties, related to this Agreement. The access to and inspection of such books, records, and documents by the Parties shall occur at a reasonable time upon reasonable notice.

9. **ASSIGNMENT.**

No Party may assign this Agreement or any of its obligations under this Agreement without the approval of the other Parties. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of all of the Parties.

10. **SUBORDINATION.**

This Agreement is subordinate to the laws and regulations of the United States, and the State of Florida, whether in effect on commencement of this agreement or adopted after that date.

11. **INCONSISTENCY.**

If any item, condition or obligation of this Agreement is in conflict with other items in this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limit the responsibility and liability of each Party.

12. **NOTICES.**

Comment [A52]: Deletion of CITY OF LAYTON and NORTH KEY LARGO UTILITY CORP; and addition of County Attorney accepted by KLWTD

Unless otherwise specified, all Notices must be sent by certified mail to the following:

FLORIDA KEYS AQUEDUCT AUTHORITY
Executive Director
1100 Kennedy Drive
Key West, FL 33040

ISLAMORADA VILLAGE OF ISLANDS:
Village Manager
868000 Overseas Highway
Islamorada, Florida 33036

KEY COLONY BEACH:
City Attorney, Thomas D. Wright
9711 Overseas Highway
Marathon, FL 33051
&
City Administrator
P.O. Box 510141
Key Colony Beach, FL 33051-0141

MARATHON:
City Manager
9805 Overseas Highway
Marathon, FL 33050

KEY LARGO WASTEWATER TREATMENT DISTRICT:
General Manager
PO Box 491
Key Largo, Florida 33037

MONROE COUNTY:
County Administrator
1100 Simonton Street, Suite 205
Key West, FL 33040
&
County Attorney
P.O. Box 1026
Key West, FL 33041-1026

KEY WEST:
City Manager
3132 Flagler Avenue
Key West, FL 33040

13. **NON-RELIANCE BY NON-PARTIES.**

No ~~person or~~ Non-Party entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement or benefit of any service or program contemplated hereunder, and each Party agrees that neither the Party nor any officer, agent, or employee of the Party shall have the authority to inform, counsel or otherwise indicate that any particular individual or groups of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to or superior to the community in general or for the purposes contemplated under this Agreement.

Comment [A53]: Changed by KLWTD

14. **HEADINGS.**

The headings and other captions contained in this Agreement are provided for reference and convenience purposes only and are in no way intended to describe, interpret, define, expand, or limit the scope, extent, or intent of this Agreement, or any provision hereto.

15. **IMPLEMENTING ACTIONS OF THE PARTIES.**

The Parties shall take any and all necessary and appropriate actions relating to the implementation of this Agreement.

16. **DISPUTE RESOLUTION.**

With respect to any dispute, claim, or controversy arising out of or relating to this Agreement, or any Party's performance thereof, or the breach, termination, enforcement, interpretation or validity thereof, the Parties shall utilize the process for dispute resolution set forth in Chapter 164, known as the "Florida Governmental Conflict Resolution Act".

17. **ATTORNEYS' FEES AND COSTS.**

In the event there is litigation arising under or related to Agreement, each Party shall pay its own attorneys' fees and costs and expenses incurred in enforcing the Agreement including any appellate attorney's fees.

18. **GOVERNING LAW; VENUE.**

This Agreement shall be governed by and construed according to the laws of the State of Florida and venue shall be proper exclusively in Monroe County.

19. **HOLD HARMLESS.**

To the extent provided by law and without waiving Sovereign Immunity, each Party agrees to fully hold harmless, indemnify, defend, discharge and release the other Parties, their officers, employees, agents, contractors and subcontractors from and against any and all causes of action, claims, costs, demands, expenses and losses of whatever type that arise out of or are attributable to this Agreement; except for any causes of action, claims, costs, demands, expenses and losses that are the result of the sole negligence or malfeasance of the respective Party.

20. **COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which, when so executed and delivered, shall be an original and all of which shall together constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document. A facsimile version of any signature shall be deemed an original for all purposes.

21. **JOINT PREPARATION.**

The preparation of this Agreement has been a joint effort of the Parties, and this Agreement has been carefully reviewed by the Parties. Therefore this Agreement shall not, solely as a matter of judicial interpretation, be construed more severely against one of the Parties than the other.

22. **FULL UNDERSTANDING.**

This Agreement is the Parties' final mutual understanding regarding the subject matter hereof. It replaces and supersedes any earlier prior and contemporaneous agreements or understandings, whether written or oral. This Agreement may be modified and amended only by written instrument executed by the Parties hereto.

23. **INTERLOCAL AGREEMENT.**

This Agreement shall constitute an inter-local agreement pursuant to Section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their corporate seals hereon.

[SIGNATURES ON FOLLOWING PAGES]

Comment [A54]: Deletion of CITY OF LAYTON, FLORIDA and NORTH KEY LARGO UTILITY CORP accepted by KLWTD

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

_____

George Neugent, Mayor

Comment [A55]: Insertion of George Neugent, and deletion of David Rice, accepted by KLWTD

(SEAL)

ATTEST: Amy Heavlin, Clerk

_____

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Robert Shillinger, County Attorney

CITY OF KEY COLONY BEACH, FLORIDA

_____
Ronald A. Sutton, Mayor

(SEAL)

ATTEST:

_____
Vickie L. Bollinger, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Thomas D. Wright, City Attorney

CITY OF KEY WEST, FLORIDA

_____
Craig Cates, Mayor

(SEAL)

ATTEST:

_____
Cheryl Smith, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Shawn Smith, City Attorney

CITY OF MARATHON, FLORIDA

_____
Mike Cinque, Mayor

(SEAL)

ATTEST:

_____
Diane Clavier, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John Herin, City Attorney

FLORIDA KEYS AQUEDUCT AUTHORITY

_____
J Robert Dean, Chair

(SEAL)

ATTEST:

_____
Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Robert T. Feldman, General Counsel

KEY LARGO WASTEWATER TREATMENT DISTRICT

_____
Robert Majeska, Chair

(SEAL)

ATTEST:

_____
Carol Walker, District Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Raymond Giglio, General Counsel

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

_____
Ken Philipson, Mayor

(SEAL)

ATTEST:

_____
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Nina Boniske, Village Attorney

TAB 2

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Feb. 5, 2013 Agenda Item No. 2

[ ] PUBLIC HEARING
[ ] DISCUSSION
[X] ACTION ITEM
[ ] Other:

[ ] RESOLUTION
[ ] BID/RFP AWARD
[ ] CONSENT AGENDA

SUBJECT: Minutes of Jan. 15, 2013

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager MBlack
Date: 1/30/2013

Originating Department: Clerk	Costs: $ Funding Source:	**Attachments:** Minutes
Department Review: [ ] District Counsel _____ [ ] General Manager MB [ ] Finance _____	[ ] Engineering____ [ ] Clerk____ [Operations] _____	**Advertised:** Date: _____ Paper: _____ [X] Not Required

Summary Explanation/Background: Minutes for Jan. were approved as corrected but there was no correction to be made. They need to be approved as presented.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

MINUTES
Key Largo Wastewater Treatment District (KLWTD)
Transition Meeting

January 15, 2013
98880 OVERSEAS HWY, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a Transition Meeting at 4:02 PM. Present were Chairman Majeska, Commissioners, Norman Higgins, Andy Tobin, David Asdourian, and Steve Gibbs. Also present were the General Manager Margaret Blank, General Counsel, Ray Giglio, District Clerk Carol Walker, and other appropriate District Staff.

Commissioner Higgins led the Pledge of Allegiance.

APPROVAL OF AGENDA
Commissioner Gibbs added an item under General Manager's Contract to have the Manager list 10 top goals for the District and then have discussion on them. He added an item on why Jim Brush was let go and then under Commissioner Items he added a discussion on Governor Scott's desire and the Mayfield Grant money. Commissioner Tobin added an item on updated programs for IT. Ray Giglio added a discussion on amending the Charter and having only two meetings a month.

Motion: **Commissioner Tobin made a motion to approve the agenda as amended. Commissioner Asdourian seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	**X**		
Chairman Majeska	**X**		
Commissioner Gibbs	**X**		
Commissioner Tobin	**X**		
Commissioner Asdourian	**X**		

Motion passed 5 to 0

PUBLIC COMMENT
Name and Address: Subject:
N/A

MINUTES

Motion: **Commissioner Asdourian made a motion to approve the minutes of January 8, 2013. Commissioner Gibbs seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska	X		
Commissioner Gibbs	X		
Commissioner Tobin	X		
Commissioner Asdourian	X		

Motion passed 5 to 0

LEGAL COUNSEL

COMMISSIONER'S ITEMS

Commissioner's Policies

Commissioner Tobin thought that there was an agreement that the Board be included in the termination of senior staff.

It was decided that Chapter One will be Commissioner Policies in the District Handbook.

Transition Meeting and Compensation

Chairman Majeska would like to see the District only go back to two meetings a month.

The Board would like to have the Transition Meeting a Roundtable meeting for Commissioner Items only.

Motion: **Commissioner Tobin made a motion to have staff calculate the CPI and bring it to the January 22, 2013 meeting and to have Ray Giglio bring back a draft legislation to set a policy on replacing Commissioners who do not finish their terms. Commissioner Higgins seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska	X		
Commissioner Gibbs	X		
Commissioner Tobin	X		
Commissioner Asdourian	X		

Motion passed 5 to 0

Motion: **Commissioner Asdourian made a motion to change the beginning time of the Transition meetings to 5 PM from 4 PM. Commissioner Gibbs seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	**X**		
Chairman Majeska	**X**		
Commissioner Gibbs	**X**		
Commissioner Tobin	**X**		
Commissioner Asdourian	**X**		

Motion passed 5 to 0

Mayfield Grant
The Board discussed the County wide agreement for the Mayfield Grant.

Motion: **Commissioner Gibbs made a motion to pay Monroe County on the back end .02% of all monies secured by Lobbyist. Commissioner Tobin seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	**X**		
Chairman Majeska	**X**		
Commissioner Gibbs	**X**		
Commissioner Tobin	**X**		
Commissioner Asdourian	**X**		

Motion passed 5 to 0

GENERAL MANAGER REPORT
IT Sewer Manager
Paul Christian reported that the program is up and running and being used. The Board has the ability to access the program.

General Manager Contract
The Board discussed setting goals for the Manager.

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting 6:20 PM.

The KLWTD meeting minutes of Jan. 15, 2013 were approved on Jan. 22, 2013.

_____
Chairman Majeska

_____
Carol Walker, CMC District Clerk

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Feb. 5, 2013 Agenda Item No. 3

[ ]	PUBLIC HEARING	[ ]	RESOLUTION
[ ]	DISCUSSION	[ ]	BID/RFP AWARD
[X]	ACTION ITEM	[ ]	CONSENT AGENDA
[ ]	Other:		

SUBJECT: Minutes of Jan. 22, 2013

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager MBlack

Date: 1/30/2013

Originating Department: Clerk	Costs: $ Funding Source:	**Attachments:** Minutes
Department Review: [ ] District Counsel _____ [X] General Manager MB [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____ [Operations] _____	**Advertised:** Date: _____ Paper: _____ [X] Not Required

Summary Explanation/Background:

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

MINUTES
Key Largo Wastewater Treatment District (KLWTD) Meeting

January 22, 2013
98880 OVERSEAS HWY, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a Commission Meeting at 4:04 PM. Present were Chairman Majeska, Commissioners, Norman Higgins, Andy Tobin, David Asdourian, and Steve Gibbs. Also present were the General Manager Margaret Blank, General Counsel, Ray Giglio, District Clerk Carol Walker, and other appropriate District Staff.

Kay Thacker led the Pledge of Allegiance.

APPROVAL OF AGENDA
Commissioner Asdourian removed the Minutes from Bulk. Commissioner Tobin removed Resolution No. 02-01-13 from Bulk. Commissioner Higgins would like to talk about a termination policy and the se up of the meeting room. Commissioner Gibbs would like to discuss the Credit Card report.

Motion: **Commissioner Higgins made a motion to approve the agenda as amended. Commissioner Gibbs seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska	X		
Commissioner Gibbs	X		
Commissioner Tobin	X		
Commissioner Asdourian	X		

Motion passed 5 to 0

PUBLIC COMMENT

Name & Address	Subject
Sue Heim, Key Largo	Clarification of Transition Meetings Questioned amount paid and repaid in Resolution No. 02-01-13 Questioned language in letter for Resolution No. 03-01-13 & Owners & Financing amounts Would like to hold draft legislation Manager's Contract, salary objects to rate Inter-Local Agreement on Lobbyist

Susan Hammaker	Transition Meetings History
Kay Thacker, Key Largo	Would only like to have two meetings a month Manager's Contract see Exhibit "A"
Fred Nickerson, Key Largo	Objects to high salary for General Manager

BULK ITEMS
Minutes of Jan. 15, 2013

Commissioner Asdourian requested that the vote on changing the meeting time be corrected because he did not make the motion.

Motion: **Commissioner Higgins made a motion to approve the minutes with the correction. Commissioner Asdourian seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska	X		
Commissioner Gibbs	X		
Commissioner Tobin	X		
Commissioner Asdourian	X		

Motion passed 5 to 0

Resolution No. 02-01-13
Paul Christian explained the calculations of the interest rates and repayment method.

Motion: **Commissioner Tobin made a motion to approve Resolution No. 02-01-13. Commissioner Gibbs seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska	X		
Commissioner Gibbs	X		
Commissioner Tobin	X		
Commissioner Asdourian	X		

Motion passed 5 to 0

Resolution No. 03-01-13
Commissioner Tobin questioned the developability of the properties and unpaid taxes.

The resolution will be brought back to the next meeting.

FINANCIAL REPORT
Report of Cash, Revenues, and Expenditures

Motion: **Commissioner Higgins made a motion to approve the Report of Cash, Revenues, and Expenditures contingent upon the availability of funds. Commissioner Gibbs seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska	X		
Commissioner Gibbs	X		
Commissioner Tobin	X		
Commissioner Asdourian	X		

Motion passed 5 to 0

Quarterly Report
Jennifer Zimmerman from Bishop, Rosasco and Company reviewed the quarterly report.

Expanding the reserves was discussed.

COMMISSIONER'S ITEMS

Security
Commissioner Higgins would like to see security increased concerning District equipment and supplies.

Credit Card Report
Commissioner Gibbs asked a few questions on expenditures and staff explained the purchases.

ENGINEER'S REPORT

Commissioner Asdourian requested a report from Weiler Engineering for the bases of their numbers for the Inter-Local Agreement.

LEGAL COUNSEL

Draft Legislation and CPI & ECI Adjustment

Motion: **Commissioner Tobin made a motion to approve the Draft Legislation with the following changes; "WHEREAS, the Act provides that the members of the governing board shall receive as compensation for their services a fee of $ 300 per meeting, not to exceed three meetings per month and that the amount of compensation shall be adjusted annually, based upon the index provided in section 287.017(2), Florida Statutes; and WHEREAS, based upon the aggregate annual average of the monthly CPI-U index values as reported by the BLS for the period beginning November of 2002 through December 2012, the compensation paid to governing board members should now be $382.00 per meeting;" and Commissioner Higgins seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	**X**		
Chairman Majeska	**X**		
Commissioner Gibbs	**X**		
Commissioner Tobin	**X**		
Commissioner Asdourian	**X**		

Motion passed 5 to 0

GENERAL MANAGER REPORT

General Manager Contract

The Board reviewed a contract for the General Manager.

The Board discussed a bonus instead of a raise for the Manager. Legal explained that this was not permitted unless all employs have the process made available to them.

Vacation time for District employees discussed.

Inter-Local Agreement

Ms. Blank and Legal Counsel explained the chances that they have put into the agreement.

ADJOURNMENT

The KLWTD Board adjourned the Board Meeting 7:20 PM.

The KLWTD meeting minutes of Jan. 22, 2013 were approved on Feb. 5, 2013.

_____

Chairman Majeska

_____

Carol Walker, CMC District Clerk

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Agenda Item No. 4

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] DISCUSSION [ ] BID/RFP AWARD

[X] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT:
Assessment and Billing Adjustment of – Monte Green – AK# 1643564.

RECOMMENDED MOTION/ACTION:
Approval of Staff Recommendation (See Summary/Background)

Approved by General Manager MBlack **Date:** 1/30/2013

Originating Department:	Costs: Funding Source: Acct. #	**Attachments:** 1 – Customer Initiated Request for Review 2 - Water Usage Calculations 3 - KLWTD Recommended Decision of WW Base Facility Charge Review Letter 4 - KLWTD Recommended Decision of WW Base Facility Charge Review Letter 5 - KLWTD Recommended Decision of Assessment Review Letter
Department Review: [ ] District Counsel _____ [X] General Manager MB [X] Finance _____	[ ] Engineering_____ [ ] Clerk_____	**Advertised:** Date: _____ Paper: _____ [X] Not Required

Summary Explanation/Background:

Staff recommendation is to approve a decrease in EDU assignment from 1.1 to 1.0 EDU for the parcel.

A customer initiated appeal was conducted to review the wastewater base facility charge assigned to meter# 1832487087.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

Key Largo Wastewater Treatment District
98880 Overseas Highway – PO Box 491
Key Largo, FL 33037
Phone: (305) 451-4019 Fax: (305) 453-5807
www.klwtd.com

Memo

To: Key Largo Wastewater Treatment District (KLWTD) Board of Commissioners

From: Diane Oberheu, Assessment Coordinator

CC: KLWTD Commissioners, District Clerk

Date: 01/04/2013

Re: Change in EDU Assignment for Monte Green – AK# 1643564

RECOMMENED ACTION/MOTION: Approve Staff Recommendation

STAFF RECOMMENDATION:

A customer initiated review of water consumption data for the FKAA water meters assigned to the AK listed above resulted in a decrease from 1.1 to 1.0 EDU.

This item will be on the February 5, 2013 Agenda for General Approval.

Enclosures:

1 - Customer Initiated Request for Review
2 - Water Usage Calculations
3 - KLWTD Recommended Decision of Wastewater Base Facility Charge Review Letter
4 - KLWTD Recommended Decision of Wastewater Base Facility Charge Review Letter
5 - KLWTD Recommended Decision of Assessment Review Letter

Key Largo Wastewater Treatment District

98880 Overseas Highway
Key Largo, FL 33037
Phone: 305-451-4019
Fax: 305-453-5807

Request for Review of Initial Pre-Payment amount or Monthly Base Charge and Adjustment of Fees and Charges for Wastewater Service

***Name:** Monte Green ***Date of Request:** 12/11/12

***Service Address:** 100200 O/S Highway
☐ This is a Residential Dwelling ☒ This is a non-residential Dwelling

***Phone:** 305·394·0123 **Email:** montegreen@bellsouth.net

Alternate Key (AK): 1643564
5092264 · 009345

RE/Parcel ID: 00524310.000000
1832485913

FKAA Account No: 501840.043483

FKAA Meter No: 1832487087

***Reason for Request:** Review wastewater billing + assessment for AK & associated meters.

*A copy of your latest FKAA bill *must* be provided with this request

****Initial only one:***

☒ *I, the undersigned, certify that I am the **OWNER** of the parcel listed above and hereby request that the Key Largo Wastewater Treatment District (the District) review my current Equivalent Dwelling Unit (EDU) assignment for this property and that my assessment be adjusted accordingly as outlined in the District's Assessment Resolutions. I further request that my monthly base charge for wastewater services as billed monthly on my current water bill be adjusted to meet the new EDU assignment. I understand and accept that this review may result in an INCREASE of the EDU assignment for this property and if so, will result in an increase of my monthly base charge and assessment for the parcel.*

☐ *I, the undersigned, certify that I am the **TENANT** of the unit or parcel listed above and hereby request that the Key Largo Wastewater Treatment District (the District) review my current Equivalent Dwelling Unit (EDU) assignment and that my monthly base charge for wastewater services as billed monthly on my current water bill be adjusted accordingly. I understand that, should a change be required, the entire parcel and all current tenants' EDU assignments may also be reviewed at the District's discretion. I further understand and accept that this review may result in an INCREASE of the EDU assignment for this property and if so, will result in an increase of my monthly base charge and possibly, the assessment for the parcel.*

Monte W Green
*Signature

12/11/12
*Date

"*" Denotes Required Fields

EDU CALCULATION SUMMARY

Wednesday, January 02, 2013

AK#	NAV Year	Owner	PC Code	EDUs Per NAV	Current AK EDU Assignment	3 SD AK EDU
1643564	2005	Monte Green	34 - Bowling Alleys	3.4	1.1	0.8

Service Address	FKAA Location	Meter Number	Tenant	KLWTD to FKAA EDU	RAW EDU	3 SD EDU	2 SD EDU	EDU Change Per Meter
Yard 100700 Overseas L12 Hwy	009345	1832485913 (Old: 49962485)	Monte Green	3.8	0.5	0.5	0.5	-3.3
100700 O/S Hwy Office	043483	1832487087	Monte Green	2.9	0.5	0.3	0.3	-2.6
			EDU TOTALS for AK	6.7	1.0	0.8	0.8	-5.9

Water Usage Calculations

Alternate Key #	**1643564**
Owner	**Monte Green**
Current Tenant	**Monte Green**
FKAA Meter #	1832485913 (Old: 49962485)
FKAA Location ID	009345
Tenant FKAA Acct #	509564
Property Type Code	34 - Bowling Alleys
Service Address	Yard 100700 Overseas L12 Hwy
Service City	Key Largo
NAV Year	2005
RES or Non-RES	Non-Res
Most Current Year in Study	2012
AK EDU Assigned Per NAV	3.4
AK Current EDU	
KLWTD to FKAA EDU	3.8
# Months Studied	36
Calculation Date	1/2/2012

RAW	MAX3MO	8,000
	AVG3MO	2,667
	RAW EDU	**0.5**
3 STD	MAX3MO	8,000
	AVG3MO	2,667
	EDU	**0.5**
2 STD	MAX3MO	7,400
	AVG3MO	2,467
	EDU	**0.5**

64 E Calculation	
Total Sq Ft	
Div By # Units	
Sq Ft Per Unit	
Div By 100	
X 15 / 167	
EDU	**0.0**

Notes/Comments:

Year	Month	Exemption *(Place an X next to the consumption value to be thrown out)*	Monthly Consmption (Gal)	Monthly Consumption Removing Exemptions	Monthly Consumption With Mean Substitutions	Monthly Consumption 3 STD DEV Correction	Monthly Consumption 2 STD DEV Correction	3 Consecutive Months	3 Month Consumption (Gal)	3 Month Consumption (Gal) 3 STD DEV	3 Month Consumption (Gal) 2 STD DEV
2012	DEC		0	0	0	0	0	DEC-NOV-OCT	0	0	0
	NOV		0	0	0	0	0	NOV-OCT-SEPT	0	0	0
	OCT		0	0	0	0	0	OCT-SEPT-AUG	0	0	0
	SEPT		0	0	0	0	0	SEPT-AUG-JULY	0	0	0
	AUG		0	0	0	0	0	AUG-JULY-JUNE	0	0	0
	JULY		0	0	0	0	0	JULY-JUNE-MAY	0	0	0
	JUNE		0	0	0	0	0	JUNE-MAY-APR	0	0	0
	MAY		0	0	0	0	0	MAY-APR-MAR	0	0	0
	APR		0	0	0	0	0	APR-MAR-FEB	1,000	1,000	1,000
	MAR		0	0	0	0	0	MAR-FEB-JAN	3,900	3,900	1,697
	FEB		1000	1000	1000	1000	1000	FEB-JAN-DEC	6,400	6,400	4,197
	JAN		2900	2900	2900	2900	697.2222222	JAN-DEC-NOV	7,500	7,500	5,297
2011	DEC		2500	2500	2500	2500	2500	DEC-NOV-OCT	7,000	7,000	7,000
	NOV		2100	2100	2100	2100	2100	NOV-OCT-SEPT	7,000	7,000	7,000
	OCT		2400	2400	2400	2400	2400	OCT-SEPT-AUG	7,400	7,400	7,400
	SEPT		2500	2500	2500	2500	2500	SEPT-AUG-JULY	8,000	8,000	5,697
	AUG		2500	2500	2500	2500	2500	AUG-JULY-JUNE	6,600	6,600	4,297
	JULY		3000	3000	3000	3000	697.2222222	JULY-JUNE-MAY	4,200	4,200	1,897
	JUNE		1100	1100	1100	1100	1100	JUNE-MAY-APR	1,600	1,600	1,600
	MAY		100	100	100	100	100	MAY-APR-MAR	500	500	500
	APR		400	400	400	400	400	APR-MAR-FEB	400	400	400
	MAR		0	0	0	0	0	MAR-FEB-JAN	0	0	0
	FEB		0	0	0	0	0	FEB-JAN-DEC	0	0	0
	JAN		0	0	0	0	0	JAN-DEC-NOV	0	0	0
2010	DEC		0	0	0	0	0	DEC-NOV-OCT	0	0	0
	NOV		0	0	0	0	0	NOV-OCT-SEPT	0	0	0
	OCT		0	0	0	0	0	OCT-SEPT-AUG	0	0	0
	SEPT		0	0	0	0	0	SEPT-AUG-JULY	0	0	0
	AUG		0	0	0	0	0	AUG-JULY-JUNE	0	0	0
	JULY		0	0	0	0	0	JULY-JUNE-MAY	0	0	0
	JUNE		0	0	0	0	0	JUNE-MAY-APR	0	0	0
	MAY		0	0	0	0	0	MAY-APR-MAR	0	0	0
	APR		0	0	0	0	0	APR-MAR-FEB	2,000	2,000	2,000
	MAR		0	0	0	0	0	MAR-FEB-JAN	4,600	4,600	4,600
	FEB		2000	2000	2000	2000	2000				
	JAN		2600	2600	2600	2600	2600				

Average	697	697.2222222	697.2222222	697	572
Std Dev	1095.050191	1095.050191	1095.050191	1095.050191	944.923535

Water Usage Calculations

Alternate Key #	**1643564**
Owner	**Monte Green**
Current Tenant	**Monte Green**
FKAA Meter #	1832487087
FKAA Location ID	043483
Tenant FKAA Acct #	501840
Property Type Code	34 - Bowling Alleys
Service Address	100700 O/S Hwy Office
Service City	Key Largo
NAV Year	2005
RES or Non-RES	Non-Res
Most Current Year in Study	2012
AK EDU Assigned Per NAV	**3.4**
AK Current EDU	
KLWTD to FKAA EDU	**2.9**
# Months Studied	36
Calculation Date	1/2/2012

RAW	MAX3MO	6,900
	AVG3MO	2,300
	RAW EDU	**0.5**
3 STD	MAX3MO	3,967
	AVG3MO	1,322
	EDU	**0.3**
2 STD	MAX3MO	3,967
	AVG3MO	1,322
	EDU	**0.3**

64 E Calculation	
Total Sq Ft	
Div By # Units	
Sq Ft Per Unit	
Div By 100	
X 15 / 167	
EDU	**0.0**

Notes/Comments:

Year	Month	Exemption *(Place an X next to the consumption value to be thrown out)*	Monthly Consmption (Gal)	Monthly Consumption Removing Exemptions	Monthly Consumption With Mean Substitutions	Monthly Consumption 3 STD DEV Correction	Monthly Consumption 2 STD DEV Correction	3 Consecutive Months	3 Month Consumption (Gal)	3 Month Consumption (Gal) 3 STD DEV	3 Month Consumption (Gal) 2 STD DEV
2012	DEC		700	700	700	700	700	DEC-NOV-OCT	3,000	3,000	3,000
	NOV		1500	1500	1500	1500	1500	NOV-OCT-SEPT	3,700	3,700	3,700
	OCT		800	800	800	800	800	OCT-SEPT-AUG	2,600	2,600	2,600
	SEPT		1400	1400	1400	1400	1400	SEPT-AUG-JULY	2,400	2,400	2,400
	AUG		400	400	400	400	400	AUG-JULY-JUNE	1,500	1,500	1,500
	JULY		600	600	600	600	600	JULY-JUNE-MAY	1,600	1,600	1,600
	JUNE		500	500	500	500	500	JUNE-MAY-APR	1,500	1,500	1,500
	MAY		500	500	500	500	500	MAY-APR-MAR	1,500	1,500	1,500
	APR		500	500	500	500	500	APR-MAR-FEB	1,500	1,500	1,500
	MAR		500	500	500	500	500	MAR-FEB-JAN	1,400	1,400	1,400
	FEB		500	500	500	500	500	FEB-JAN-DEC	1,100	1,100	1,100
	JAN		400	400	400	400	400	JAN-DEC-NOV	900	900	900
2011	DEC		200	200	200	200	200	DEC-NOV-OCT	1,100	1,100	1,100
	NOV		300	300	300	300	300	NOV-OCT-SEPT	1,300	1,300	1,300
	OCT		600	600	600	600	600	OCT-SEPT-AUG	1,700	1,700	1,700
	SEPT		400	400	400	400	400	SEPT-AUG-JULY	1,300	1,300	1,300
	AUG		700	700	700	700	700	AUG-JULY-JUNE	1,600	1,600	1,600
	JULY		200	200	200	200	200	JULY-JUNE-MAY	1,400	1,400	1,400
	JUNE		700	700	700	700	700	JUNE-MAY-APR	1,900	1,900	1,900
	MAY		500	500	500	500	500	MAY-APR-MAR	1,600	1,600	1,600
	APR		700	700	700	700	700	APR-MAR-FEB	1,700	1,700	1,700
	MAR		400	400	400	400	400	MAR-FEB-JAN	1,500	1,500	1,500
	FEB		600	600	600	600	600	FEB-JAN-DEC	1,600	1,600	1,600
	JAN		500	500	500	500	500	JAN-DEC-NOV	5,100	1,867	1,867
2010	DEC		500	500	500	500	500	DEC-NOV-OCT	5,200	1,967	1,967
	NOV		4100	4100	4100	866.6666667	866.6666667	NOV-OCT-SEPT	5,900	2,667	2,667
	OCT		600	600	600	600	600	OCT-SEPT-AUG	5,600	2,667	2,667
	SEPT		1200	1200	1200	1200	1200	SEPT-AUG-JULY	6,900	3,967	3,967
	AUG		3800	3800	3800	866.6666667	866.6666667	AUG-JULY-JUNE	6,100	3,167	3,167
	JULY		1900	1900	1900	1900	1900	JULY-JUNE-MAY	3,100	3,100	3,100
	JUNE		400	400	400	400	400	JUNE-MAY-APR	3,500	3,500	3,500
	MAY		800	800	800	800	800	MAY-APR-MAR	3,500	3,500	3,500
	APR		2300	2300	2300	2300	2300	APR-MAR-FEB	3,400	3,400	3,400
	MAR		400	400	400	400	400	MAR-FEB-JAN	1,500	1,500	1,500
	FEB		700	700	700	700	700				
	JAN		400	400	400	400	400				

Average	867	866.6666667	866.6666667	695	695
Std Dev	881.8811063	881.8811063	881.8811063	450.5483627	450.5483627

Key Largo Wastewater Treatment District

98880 Overseas Highway – PO Box 491
Key Largo, FL 33037
Phone: (305) 451-4019 Fax: (305) 453-5807
www.klwtd.com

RECOMMENDED DECISION of WASTEWATER BASE FACILITY CHARGE REVIEW

January 4, 2013

AK: 1643564 / FKAA Acct: 501840-043483
GREEN MONTE
88110 OVERSEAS HWY
ISLAMORADA, FL 33036

For property located at: 100700 O/S HWY OFFICE #5

Dear Mr. Green,

This letter is your official notification for the findings of the review and recommended decision regarding the request for adjustment in the EDU assignment for the above referenced property. A review of water usage for the time period from 1/1/2010 to 12/31/2012, per Key Largo Wastewater Treatment District (KLWTD) Rate Resolution No 16-10-10, resulted in the findings below:

	Prior to Review	Adjusted
EDU Assignment	2.9	**0.3**
Monthly Wastewater Base Charge *(On FKAA Bill: EDU Assignment X $33.60)*	$97.44	**$10.08**

As is mandated by KLWTD Rate Resolution No 16-10-10, this recommended decision will be presented to the KLWTD Board of Commissioners for review and approval, tentatively at the first Board of Commissioners regular meeting after 30 days from the date of this letter (please contact the District Clerk for confirmation of meeting date at 305-451-4019 ext 205 or at carol.walker@klwtd.com.) If you agree with the findings of this review, no further action is required. However, should you choose, it is your right to have a public hearing before the Board of Commissioners where you may submit any evidence that you have disputing these findings. To do so, you must notify the District Clerk within 15 calendar days of the date of this letter.

Please contact me at (305) 451-4019 ext 210 or diane.oberheu@klwtd.com, should there be further questions.

Sincerely,

Diane Oberheu
Assessment Coordinator
Key Largo Wastewater Treatment District

Margaret Blank
General Manager
Key Largo Wastewater Treatment District

CC: KLWTD Commissioners

(Enclosure – KLWTD FI-1)

connecting is an improvement in environmental balance

Key Largo Wastewater Treatment District

98880 Overseas Highway – PO Box 491
Key Largo, FL 33037
Phone: (305) 451-4019 Fax: (305) 453-5807
www.klwtd.com

RECOMMENDED DECISION of WASTEWATER BASE FACILITY CHARGE REVIEW

January 4, 2013

AK: 1643564 / FKAA Acct: 501840-043483
GREEN MONTE
88110 OVERSEAS HWY
ISLAMORADA, FL 33036

For property located at: 100700 Overseas L12 HWY

Dear Mr. Green,

This letter is your official notification for the findings of the review and recommended decision regarding the request for adjustment in the EDU assignment for the above referenced property. A review of water usage for the time period from 1/1/2010 to 12/31/2012, per Key Largo Wastewater Treatment District (KLWTD) Rate Resolution No 16-10-10, resulted in the findings below:

	Prior to Review	Adjusted
EDU Assignment	1.1	**0.7**
Monthly Wastewater Base Charge *(On FKAA Bill: EDU Assignment X $33.60)*	$36.96	**$23.52**

As is mandated by KLWTD Rate Resolution No 16-10-10, this recommended decision will be presented to the KLWTD Board of Commissioners for review and approval, tentatively at the first Board of Commissioners regular meeting after 30 days from the date of this letter (please contact the District Clerk for confirmation of meeting date at 305-451-4019 ext 205 or at carol.walker@klwtd.com.) If you agree with the findings of this review, no further action is required. However, should you choose, it is your right to have a public hearing before the Board of Commissioners where you may submit any evidence that you have disputing these findings. To do so, you must notify the District Clerk within 15 calendar days of the date of this letter.

Please contact me at (305) 451-4019 ext 210 or diane.oberheu@klwtd.com, should there be further questions.

Sincerely,

Diane Oberheu
Assessment Coordinator
Key Largo Wastewater Treatment District

Margaret Blank
General Manager
Key Largo Wastewater Treatment District

CC: KLWTD Commissioners

(Enclosure – KLWTD FI-1)

Key Largo Wastewater Treatment District

98880 Overseas Highway – PO Box 491
Key Largo, FL 33037
Phone: (305) 451-4019 Fax: (305) 453-5807
www.klwtd.com

RECOMMENDED DECISION of ASSESSMENT REVIEW

January 4, 2013

AK: 1643564
GREEN MONTE
88110 OVERSEAS HWY
ISLAMORADA, FL 33036
For property located at: 100694 OVERSEAS HWY

Dear Mr. Green:

In accordance with Key Largo Wastewater Treatment District (KLWTD) Resolution No 63-08-12 (2012 Final Assessment Resolution), a review of your Wastewater Assessment was conducted (in response to your request received December 11, 2012) for Florida Keys Aqueduct Authority (FKAA) meter numbers 1832485913 and 1832487087 associated with the parcel listed above. This letter is your official notification for the findings of this review and recommended decision that will be presented to the KLWTD Board of Commissioners for action and your rights pertaining to these findings.

The 2012 Final Assessment Resolution dictates that your "Equivalent Dwelling Unit" (EDU) assignment be based upon a

> *"...review [of] the available FKAA metered water consumption (in gallons) for the Tax Parcel during the thirty-six consecutive months immediately prior to the year in which the calculation is made." The Resolution further explains that "The District will identify the highest three consecutive months in that period, and calculate their average. The District will divide the resulting average by 5,010, and round the quotient up to the next one-tenth. In no case will the number of EDU's assigned to the parcel be less than 1.0."*

Using this formula, a revised study of your water usage was conducted and the following determination has been made:

	Prior to Review*	Adjusted
EDU Assignment	1.1	**1.0**

**Based on current outstanding assessment balance.*

As is mandated by the 2012 Final Assessment Resolution, this recommended decision will be presented to the KLWTD Board of Commissioners for review and approval tentatively at the first regular Board of Commissioners meeting after 30 days from the date of this letter. You may contact the District Clerk for confirmation of meeting date at 305-451-4015 ext 205 or at carol.walker@klwtd.com. If you agree with the findings of this review, no further action is required. However, should you choose, it is your right to have a public hearing before the Board of Commissioners where you may submit any evidence that you have disputing these findings. To do so, you MUST notify the District Clerk within 15 calendar days of the date of this letter.

If you feel that one or more of the above referenced meters are incorrectly associated with this parcel, please contact FKAA at 305-853-1999.

Should the KLWTD Board of Commissioners accept these recommendations by majority vote, your 2013 non-ad valorem tax assessment will be calculated using the adjusted EDU assignment reflected above.

Please direct questions to the KLWTD Assessment Coordinator at 305-451-4019 ext 210 or via e-mail at diane.oberheu@klwtd.com.

Sincerely,

Diane Oberheu
Assessment Coordinator
Key Largo Wastewater Treatment District

Margaret Blank
General Manager
Key Largo Wastewater Treatment District

CC: KLWTD Commissioners

connecting is an improvement in environmental balance

TAB 3

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: February 5, 2013 Agenda Item No. 5

[ ]	PUBLIC HEARING	[ ]	RESOLUTION
[ ]	DISCUSSION	[ ]	BID/RFP AWARD
[X]	GENERAL APPROVAL OF ITEM	[ ]	CONSENT AGENDA
[ ]	Other:		

SUBJECT: Pending Payments/Report of Cash, Revenues and Expenditures

RECOMMENDED MOTION/ACTION: Approve Pending Payments/RCRE schedule contingent upon availability of funds.

Approved by General Manager MBlack **Date:** 1/31/2013

Originating Department: Finance	Costs: ***see attached*** Funding Source: Acct. #	**Attachments:** Report of Cash, Revenue & Expenditures Schedule
Department Review: [ ] District Counsel _____ [X] General Manager MB [X] Finance CFalvo	[ ] Engineering_____ [ ] Clerk_____	**Advertised:** Date: _____ Paper: _____ [X] Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case_____: Please initial one.

Summary Explanation/Background:

Report of Cash, Revenues and Expenditures for Board review and approval contingent upon availability of funds.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

Key Largo Wastewater Treatment District

Pending Payments (Report of Cash, Revenues & Expenditures) from Jan. 23, 2012 through Feb. 5, 2013

Prepared by Connie Fazio - Jan. 31, 2013

Consolidated Cash in Banks at 12/31/2012

BB&T General Operating Account (reconciled)	$3,871,548.23
BB&T Payroll Account (reconciled)	$116,574.52
Capital Bank Operating Account (reconciled)	$230,728.55
Community Bank of Florida Operating Account (reconciled)	$10,004.91
Petty Cash Account - Hurricane Emergency	$0.00
Total Operating Accounts	$4,228,856.21

Operating Revenues

Wastewater Service Revenue 1/5-1/11/13	$254,175.67
Wastewater Service Revenue 1/12-1/18	$147,141.99
Misc. Deposits	$3,515.29
Total Current Deposits:	$404,832.95
Bank Acct Balances + Deposits:	$4,633,689.16
Less Expenditures February 5, 2013 Payments (see next page)	$204,440.93
Cash Balance after February 5, 2013 payments	$4,429,248.23

Key Largo Wastewater Treatment District
Pending Payments (Report of Cash, Revenues & Expenditures) for the period Jan. 23, 2012 through Feb. 5, 2013

Checks	Vendor	Admin	Shared	Cust Svc/IT	OPS/ Admin	Main-tenance	Collections	Plant	Construction	Ck Released:	Total Check
3332	All Keys Concrete: Flowable Fill						$224.00			√	$224.00
3333	Amsoil: Synthetic Oil for Busch Vacuum Pumps (Count: 35)						$3,850.07			√	$3,850.07
3334	Brad Shank: Mileage Reimb: Dec. 2012						$184.26			√	$184.26
3335	Brown's Quality Electric: New circuits to copier, desks & IT rack system						$537.33			√	$537.33
3336	Comcast: High Speed Internet at Vac I			$67.48						√	$67.48
3337	Cottrell Welding: Safety Rail at Vac F						$60.00			√	$60.00
3338	Dumont Co: Chemicals							$7,007.00		√	$7,007.00
3339	Environmental Performance Systems: Emergency Call to clean vac pit at Stillwright Pt.						$1,500.00			√	$1,500.00
3340	FKAA: Water - Vac Station A and D						$29.32			√	$29.32
3341	Federal Express: Shipping		$41.39							√	$41.39
3342	FP Mailing Solutions: Dec-March Postage Meter Quarterly Fee	$104.85								√	$104.85
3343	Mike Miranda: Exp Report - Workboot & Workpants Reimbursement						$78.96			√	$78.96
3344	The Miami Herald: Legal Ads (Notice of Intent to Use Uniform Method)	$124.95								√	$124.95
3345	Municipal Safety Services: Nov, Dec. & Jan. invoices for Safety Training Program						$1,068.00			√	$1,068.00
3346	Office Depot: Misc. Office Supplies		$972.15							√	$972.15

Checks	Vendor	Admin	Shared	Cust Svc/IT	OPS/ Admin	Main-tenance	Collections	Plant	Construction	Ck Released:	**Total Check**
3347	Porter Products: Steel Adjustment Risers						$991.56			√	$991.56
3348	Sanders Laboratories: Lab Testing							$536.00		√	$536.00
3349	USA Bluebook: Marking Paint						$111.16			√	$111.16
3350	Verizon Wireless: Wireless Phone Svc.			$903.71						√	$903.71
3351	Windy Day Plumbing: Testing RPZs at Vac Stations Required by FKAA						$190.00			√	$190.00
3352	VOIDED CK									√	$0.00
3353	Airvac: Replacement parts and rubber mounts for worn wear rings on sewage pumps						$2,849.08			√	$2,849.08
3354	Amsoil: Synthetic Oil for Busch Vacuum Pumps (Count: 27)						$1,258.00			√	$1,258.00
3355	AT&T: Phones: Plants and Vac Stations			$755.14						√	$755.14
3356	Azteca Systems Inc: Cityworks Designer Configuration Part 1 - Attendee: Chris Wright			$400.00						√	$400.00
3357	Benham Protective Services: Alarm Monitoring Svcs: Feb. 2013			$36.50						√	$36.50
3358	CDM Retirement: Quarterly Admin. Fee	$750.00								√	$750.00
3359	Colonial Life: Premiums for Voluntary Employee Insurance Payroll Deduction	$356.66								√	$356.66
3360	Comcast: High Speed Internet at District Office			$166.93						√	$166.93
3361	Cynergy Consulting: February Lobbyist Fee	$3,045.00								√	$3,045.00
3362	Dumont Co: Chemicals							$5,926.25		√	$5,926.25
3363	FKAA: Water: Vac Stations and District Office						$147.94			√	$147.94
3364	Federal Express: Shipping		$82.40							√	$82.40
3365	FKEC: Electricity at Vac Stations and Admin Office		$9,898.69							√	$9,898.69

Checks	Vendor	Admin	Shared	Cust Svc/IT	OPS/ Admin	Main-tenance	Collections	Plant	Construction	Ck Released:	**Total Check**
3366	Florida Municipal Insurance Trust: District Health Insurance - Feb. 2013		$23,913.65								$23,913.65
3367	Guardian Equipment: Replacement Parts for Chemical Feed							$235.00		√	$235.00
3368	Ingold Studios: Board of Commissioners Photography	$365.00								√	$365.00
3369	Keller America Inc: Level Rat Transmitter and Cable							$532.50		√	$532.50
3370	Lizard Lady Custom Embroidery: Embroidered Shirts - Commissioners and Staff	$122.00								√	$122.00
3371	Monroe County Fence Co: Installation of fence to secure Vac Station JK						$8,495.00			√	$8,495.00
3372	Pronto Delivery: January 2013 Delivery of Samples to US Water							$250.00		√	$250.00
3373	Richard Sante: Maintenance, Mowing, Weeding at Vac Stations					$625.00				√	$625.00
3374	Sanders Laboratories: Lab Testing							$804.00		√	$804.00
3375	Shiloh Tire: Tires for District Truck								$399.16	√	$399.16
3376	Toshiba Business Solutions: Copier Lease at Plant - 3rd Floor	$67.09								√	$67.09
3377	VOIDED CK									√	$0.00
3378	Weiler Engineering: WEC#06-02, #06-03, #08-01		$11,004.27								$11,004.27

Checks	Vendor	Admin	Shared	Cust Svc/IT	OPS/ Admin	Main-tenance	Collections	Plant	Construction	Ck Released:	Total Check
3379	Aetna Life Insurance: Health Ins. Premium Billing Adjustments from 2012		$756.00							√	$756.00
3380	Office Depot: Misc. Office Furniture and Supplies		$2,223.30							√	$2,223.30
3381	VOIDED CK									√	$0.00
3382	FKEC: Plant Electricity							$29,026.81		√	$29,026.81
3383	Fountain Engineering: Pay App #3 - C905 Force Main								$81,367.37	√	$81,367.37
	Totals	$4,935.55	$48,891.85	$2,329.76	$0.00	$625.00	$21,574.68	$44,317.56	$81,766.53		**$204,440.93**

Approved for payment

Reoccurring Invoices/Cks >10K paid this RCRE period:			
Vendor:	Check #	Ck Amt:	
United Healthcare	3366	$23,913.65	
Dumont (Chemicals)			
FKAA (WW Billing)			
FKEC (Plant Electricity)	3381	$81,367.37	

Chairman Robert Majeska

Norman Higgins, Secretary/Treasurer

Date

TAB 4

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Feb. 5, 2013 Agenda Item No. 6

[ ]	PUBLIC HEARING	[ ]	RESOLUTION
[X]	DISCUSSION	[ ]	BID/RFP AWARD
[ ]	ACTION ITEM	[ ]	CONSENT AGENDA
[ ]	Other:		

SUBJECT: Full disclosure of costs, funding source, etc on ARF's.

RECOMMENDED MOTION/ACTION:

Approved by General Manager _____

Date: 1/31/2013

Originating Department: Commissioner Gibbs	Costs: $0 Funding Source: n/a	**Attachments: None**
Department Review: [ ] District Counsel _____ [ ] General Manager ____ [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____ [Operations] _____	**Advertised:** Date: _____ Paper: _____ [X] Not Required

Summary Explanation/Background: Having all of the available information on the ARF saves time.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Feb. 5, 2013 Agenda Item No. 7

[ ]	PUBLIC HEARING	[ ]	RESOLUTION
[ ]	DISCUSSION	[ ]	BID/RFP AWARD
[X]	ACTION ITEM	[ ]	CONSENT AGENDA
[ ]	Other:		

SUBJECT: Vote of Confidence

RECOMMENDED MOTION/ACTION:

Approved by General Manager _____
Date: 1/31/2013

Originating Department: Commissioner Gibbs	Costs: $0 Funding Source: n/a	**Attachments: None**
Department Review: [ ] District Counsel _____ [X] General Manager [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____ [Operations] _____	**Advertised:** Date: _____ Paper: _____ [X] Not Required

Summary Explanation/Background: In order to determine the General Manager's value to the District, every year at the time of the renewal of the GM's contract, the Board shall give the 6 pm a "Vote of Confidence," or not.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

TAB 5

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: **Feb. 5, 2013** Agenda Item No. 8

[ ]	PUBLIC HEARING	[X]	RESOLUTION
[ ]	DISCUSSION	[ ]	BID/RFP AWARD
[X]	ACTION ITEM	[ ]	CONSENT AGENDA
[ ]	Other:		

SUBJECT: **Resolution Exempting Conservation Parcels**

RECOMMENDED MOTION/ACTION:

Approved by General Manager MBlank
Date: 1/31/2013

Originating Department: **Legal**	Costs: $ Funding Source:	**Attachments:** **Resolution**
Department Review: [X] District Counsel (for KCW) [ ] General Manager [ ] Finance ____	[ ] Engineering____ [ ] Clerk____	**Advertised:** Date: ____ Paper: ____ [X] Not Required

Summary Explanation/Background:

A RESOLUTION ESTABLISHING PROCEDURES FOR APPROVING ASSESSMENT WAIVERS FOR TAX PARCELS PURCHASED BY THE MONROE COUNTY LAND AUTHORITY, MONROE COUNTY OR OTHER MONROE COUNTY ENTITIES FOR CONSERVATION PURPOSES

RESOLUTION NO. 06-02-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT ESTABLISHING PROCEDURES FOR APPROVING ASSESSMENT WAIVERS FOR TAX PARCELS PURCHASED BY THE MONROE COUNTY LAND AUTHORITY, MONROE COUNTY OR OTHER MONROE COUNTY ENTITIES FOR CONSERVATION PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Monroe County Land Authority ("Land Authority") is a blended component unit of Monroe County government, which was created pursuant to Florida Statutes section 380.0663 and Monroe County Code section 2-397 and which is governed by the Monroe County Board of County Commissioners; and

WHEREAS, the Land Authority was established to assist in the implementation of the County's land use plan by acquiring property for conservation, recreation, and affordable housing purposes; and

WHEREAS, from time to time, Monroe County and/or the Land Authority purchase, for conservation purposes, certain tax parcels ("Conservation Parcels") located within the boundaries of the Key Largo Wastewater Treatment District ("District"); and

WHEREAS, Conservation Parcels are represented by Monroe County and/or the Land Authority as incapable of being improved with facilities that will generate wastewater.

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

Section 1. All Conservation Parcels purchased by Monroe County and/or the Land Authority shall be exempted from the Key Largo Wastewater Treatment District's System Development Charge, provided that Monroe County and/or the Land Authority have submitted to the District documentation showing that:

a) the Conservation Parcel(s) have been purchased by Monroe County and/or the Land Authority for conservation purposes, and

b) the Conservation Parcel(s) are not capable of being improved with facilities that will generate wastewater.

Section 2. With respect to any such Conservation Parcels excluded by authority of this Resolution, the District hereby authorizes the Monroe County Tax Collector to credit the entire Non-Ad Valorem wastewater assessments for the current tax year if the real property tax bill has not been paid.

Section 3. The District hereby authorizes the Monroe County Tax Collector to issue credits to holders of tax certificates issued with respect to all such parcel(s) purchased by Monroe County and/or the Land Authority and excluded by the District from the District's entire Non-ad Valorem Assessment insofar as the tax certificates were sold to collect District Non-ad Valorem Assessments, as shall be provided for by law.

Section 4. With respect to any such Conservation Parcels excluded by authority of this Resolution, no previous or current owner of such parcel shall be entitled to a direct refund of any System Development Charges, interest, collection fees, statutory discounts, or any other fees associated with previously assessed non-ad valorem wastewater charges including but not limited to penalties or tax certificate charges previously paid.

Section 5. If the District, in its sole discretion, later provides Wastewater Services to any of excluded Conservation Parcel(s), the then-current owner(s) shall be required to pay to the District all direct and indirect costs and expenses, including, but not limited to, an amount fairly representing the special benefit that the parcel(s) will receive, as determined by the District.

Section 6. APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 5TH DAY OF February 2013
The foregoing Resolution was offered by Commissioner _____, who moved its approval. The motion was seconded by Commissioner _____, and being put to a vote the result was as follows:

	AYE	NAY
Commissioner Robert Majeska	_____	_____
Commissioner Andrew Tobin	_____	_____
Commissioner Norman Higgins	_____	_____
Commissioner Steven Gibbs	_____	_____
Commissioner David Asdourian	_____	_____

The Chairman thereupon declared Resolution No. 06-0213 duly passed and adopted the 5th day of February, 2013

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY:_____
Chairman Robby Majeska

ATTEST:

Approved to as to form and legal sufficiency

_____
Carol Walker, District Clerk
SEAL

_____
General Counsel, Ray Giglio

TAB 6

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Feb. 5, 2013 Agenda Item No. 9

[ ] PUBLIC HEARING [ ] RESOLUTION

[X] DISCUSSION [ ] BID/RFP AWARD

[ ] ACTION ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Washington D.C. Trip

RECOMMENDED MOTION/ACTION:

Approved by General Manager MBlack

Date: 1/31/2013

Originating Department: General Manager	Costs: $ Funding Source:	**Attachments: Contract**
Department Review: [ ] District Counsel _____ [X] General Manager MB [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____ [Operations] _____	**Advertised:** Date: _____ Paper: _____ [X] Not Required

Summary Explanation/Background: **The General Manager will update the Board on a future D.C. trip.**

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Feb. 5, 2013 Agenda Item No. 10

[ ] PUBLIC HEARING
[X] DISCUSSION
[ ] ACTION ITEM
[ ] Other:

[ ] RESOLUTION
[ ] BID/RFP AWARD
[ ] CONSENT AGENDA

SUBJECT: Sales Tax Update

RECOMMENDED MOTION/ACTION:

Approved by General Manager MBlair
Date: 1/30/2013

Originating Department: General Manager	Costs: $ Funding Source:	**Attachments:**
Department Review: [ ] District Counsel _____ [ ] General Manager MB [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____ [Operations] _____	**Advertised:** Date: _____ Paper: _____ [X] Not Required

Summary Explanation/Background: The General Manager will give a verbal update on the Sales Tax.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: 2/5/2013 Agenda Item No. 11

[ ]	PUBLIC HEARING	[ ]	RESOLUTION
[X]	DISCUSSION	[ ]	BID/RFP AWARD
[ ]	ACTION ITEM	[ ]	CONSENT AGENDA
[ ]	Other:		

SUBJECT: Monthly Update on Islamorada Project

RECOMMENDED MOTION/ACTION:

Approved by General Manager _____
Date: 1/30/2013

Originating Department: Operations Manager	Costs: $ N/A Funding Source:	**Attachments: Report**
Department Review: [ ] District Counsel _____ [X] General Manager _____ [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____ [ ] Operations _____	**Advertised:** Date: _____ Paper: _____ [X] Not Required

Summary Explanation/Background:

As requested the Operations Manager has put together a monthly status report that describes the ongoing coordination activities between KLWTD and the Islamorada DBOF Sewer Project. The report is attached.

Key Largo Wastewater Treatment District
98880 Overseas Highway – PO Box 491
Key Largo, FL 33037
305-451-4019

MEMORANDUM

To: KLWTD Board

From: Daniel Saus, Operations Manager

Date: 1/28/2013

Re: Islamorada Monthly Status Report

During December and January the District has received multiple sets of preliminary plans to review. A tracking sheet is included on the following page.

We received the revised Preliminary Design Report (for the entire project) in December. My review confirmed that it does reflect all of the comments that the District had previously provided.

The most noteworthy of the submittals was their proposed force main connection to the KLWTD WWTP. The proposed routing as shown is acceptable but the proposed tie-in at the headworks was rejected. Their proposal would eliminate our only safe passage around the headworks area. It would also create another "splash zone" that may create more odors in the area. I provided my comments via e-mail on January 16th which included a suggested alternate approach for the tie-in. I also included a mark-up of the provided plans with the locations all known conflicts within the plant fence line clearly shown.

Also reviewed during this period were three sets of conveyance force main design plans, sub-aqueous crossings design plans, and the North Plantation Key Re-Pump Pump Station.

- Conveyance Force Main 30% Design: Our review included verification of known conflicts and verification that the specifications are in compliance with KLWTD standards.

- Sub-Aqueous Crossings: Met all KLWTD Standards.

- North Plantation Key Re-Pump Station: design plans include flow monitoring, salinity monitoring, and chemical addition for odor control as required in the ILA.

Key Largo Wastewater Treatment District

98880 Overseas Highway – PO Box 491
Key Largo, FL 33037
305-451-4019

KLWTD - Islamorada Design Review Tracking Sheet				
Description	Islamorada Project Number	Date Received	Review Completed	Notes
Sub-Aqueous Bridge Crossings	44300-CFM2	12/31/2013	1/3/2013	e-mailed: No comments
Islamorada PDR Review Comments	N/A	1/3/2013	1/8/2013	e-mailed comments
Conveyance F/M 99.6-100.3 30%	44300-CFM1.A	1/3/2013	1/23/2013	Utility Coordination Letter mailed
Conveyance F/M & FDEP Application	N/A	1/10/2013	1/13/2013	Rejected & e-mailed comments
Tie-in to KLWTD WWTP	N/A	1/10/2013	1/16/2013	e-mailed comments
Conveyance F/M 90.9-99.6	44300-CFM1.B	1/17/2013	1/30/2013	e-mailed comments
RFI 23	N/A	1/17/2013	1/18/2013	e-mailed comments
NPK Pump Station 30%	44300-NPK	1/28/2013	1/30/2013	e-mailed comments

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: February 5, 2013 Agenda Item No. 12

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] DISCUSSION [ ] BID/RFP AWARD

[X] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT:
Environmental Systems Research Institute (ESRI) License Renewal

RECOMMENDED MOTION/ACTION:
Approval of Staff Recommendation

Approved by General Manager MBlash **Date:** 1/30/2013

Originating Department: IT	Costs: $30,000 for three years. Funding Source: Acct. #	**Attachments:** ESRI Software Renewal Quotation
Department Review: [ ] District Counsel ____ [ ] General Manager MB [ ] Finance ____	[ ] Engineering ____ [ ] Clerk ____ [X] IT	**Advertised:** Date: ____ Paper: ____ [X] Not Required

Summary Explanation/Background:
The ESRI software requires renewal every three years. The current license expires on April 12, 2013. The attached quotation includes the cost of the renewal for the next three years.

ESRI software supports critical District functions including but not limited to:

1. Assessments
2. Asset Management
3. Billing
4. Collection System Maintenance
5. Construction Project Planning
6. Tie-Ins & Inspections
7. Special Items – such as the CBRS area issue

This software is needed so that these tasks can continue to be accomplished as efficiently as possible

esri

January 3, 2013

Mr. Paul Christian
KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY
KEY LARGO, FL 33037

Dear Paul,

The Esri Small Utility Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

380 New York Street
Redlands, California 92373-8100 USA

909 793 2853
info@esri.com

esri.com

Quotation # 20418244

Date: January 3, 2013

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
3325 Springbank Ln, Ste 200
Charlotte, NC 28226-3343
Phone: (704) 541-9810 Fax: (704) 541-7620
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 01/03/2013 To: 04/03/2013

Customer # 365910 Contract #

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY
KEY LARGO, FL 33037

ATTENTION: Paul Christian
PHONE: (305) 394-4826
FAX: (305) 453-5807

Material	Qty	Description	Unit Price	Total
114749	1	Meter Counts of 0 to 10,000 Small Utility Term Enterprise License Agreement -first year payment	10,000.00	10,000.00
114749	1	Meter Counts of 0 to 10,000 Small Utility Term Enterprise License Agreement -second year payment	10,000.00	10,000.00
114749	1	Meter Counts of 0 to 10,000 Small Utility Term Enterprise License Agreement -third year payment	10,000.00	10,000.00

Item Total:	30,000.00
Subtotal:	30,000.00
Sales Tax:	0.00
Estimated Shipping & Handling(2 Day Delivery) :	0.00
Contract Pricing Adjust:	0.00
Total:	$30,000.00

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
130579	1	ArcGIS Online Additional User 5 Pack for Level 1 Plan	2,500.00	2,500.00
130595	1	ArcGIS Online Service Credits; Block of 1,000	100.00	100.00
116997	3	Small Enterprise License Agreement Training Package at ESRI Site 21 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 7 Days per Annum Instructor Led Training	3,185.00	9,555.00

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Robyn Garrett **Email:** rgarrett@esri.com **Phone:** (704) 541-9810 x8640

Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

GARRETTR

This offer is limited to the terms and conditions incorporated and attached herein.

- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.

- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Utility ELA terms and conditions.

- Licenses are valid for the term of the ELA.

The terms and conditions in this Small Utility ELA offer are for utilities with a total meter/subscriber count which falls under the applicable tier in the Esri ELA Small Utility Program. By accepting this offer, you confirm that your organization's meter count falls within this range on the date of signature and that you are therefore eligible for this pricing. If your organization's meter/subscriber count does not fall within this range, please confirm your current meter/subscriber count, and Esri will provide a revised quotation.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the signature page of the ELA with a Purchase Order or issue a Purchase Order that references this ELA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL UTILITY ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.

2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SU-ELA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Robyn Garrett
704-541-9810 *8640
rgarrett@esri.com

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
3325 Springbank Ln, Ste 200
Charlotte, NC 28226-3343
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ATTENTION: Paul Christian
PHONE: (305) 394-4826
FAX: (305) 453-5807

BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your maintenance, you will become ineligible for maintenance benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your maintenance coverage at a later date.

This quotation is subject to the terms set forth herein and the terms of your agreement with Esri, if any, or as otherwise provided by Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal Government entities and prime contractors buying under GSA pricing/terms are subject to Esri's Federal Supply Schedule GS-35F-5086H. Acceptance is limited to terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer. All terms of this quotation as referenced above shall be incorporated into and are part of any further or additional agreement regarding Esri's software data, web services, training, services and maintenance.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue an invoice for the items included in the above quote in the amount of: $_____, plus sales taxes if applicable. (Note: Shipping costs are subject to change.)

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Robyn Garrett	**Email:** rgarrett@esri.com	**Phone:** (704) 541-9810 x8640

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If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

GARRETTR **This offer is limited to the terms and conditions incorporated and attached herein.**

SMALL UTILITY
ENTERPRISE LICENSE AGREEMENT

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Utility Enterprise License Agreement ("ELA") is by and between the organization identified in the ELA Quotation (**"Licensee"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**), with offices at 380 New York Street, Redlands, California 92373-8100. Unless otherwise agreed to by the parties, the Effective Date of this ELA is the date of the signature below or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Order citing this ELA. This ELA grants Licensee certain rights to use specific Esri Products for a limited, fixed period beginning from the Effective Date and provides tailored maintenance subject to payment of fees and the terms of this ELA.

This ELA incorporates the ELA Quotation by reference and comprises (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), and (v) the ELA Quotation, which together constitute the sole and entire agreement of the parties as to the subject matter set forth herein. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), and (v) the ELA Quotation. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses. Licensee agrees that additional terms and conditions in any Licensee Order or addendum will not apply, and the terms of this ELA will govern.

ENTERPRISE PRODUCTS SCHEDULE

Unlimited Quantities

Desktop Software and Extensions
ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Server Software and Extensions
ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Image

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities
One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription* as provided in Other Benefits section

OTHER BENEFITS

One (1) ArcGIS Online Subscription with specified named users and credits as determined in the program description	**Level 1**
Number of Esri International User Conference Registrations provided annually	**1**
Number of Tier 1 Help Desk Individuals authorized to call Esri	**2**
Maximum number of sets of backup media, if requested**	**2**
Seats in the Working with Geometric Networks for Utilities class	**1**
Virtual Campus Annual User License allowance	**5,000**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*ELA Maintenance is not provided for these items.
**Additional sets of backup media may be purchased for a fee.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter, which is the licensing of the Enterprise Products listed on the schedule above. Except as provided in Section 9.1 Future Updates, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

Licensee may accept this ELA by signing and returning it to Attn.: Esri Customer Service, 380 New York Street, Redlands, CA 92373-8100; e-mailing it to service@esri.com; or faxing it to 909-307-3083. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDER WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.**

ACCEPTED AND AGREED:

_____
(Licensee)

By: _____
Signature

Printed Name: _____

Title: _____

Date: _____

Esri EIN Number: **95-2775732**

Licensee Contact Information

Contact Name: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Fax: _____

E-mail: _____

ELA Quotation Number: _____

Esri Contract Number: _____

ELA TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing access to Software through a website or Internet web application that enables third parties to access and use a Licensee-developed application that uses Software, for example, by charging a subscription, service, or any other form of transaction fee or by generating more than incidental advertising revenue.
- "Content" has the meaning provided in Addendum 3.
- "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes licensed under this ELA, whether bundled with Software and Online Services or delivered independently.
- "Deploy," "Deployed," or "Deployment" means to redistribute and install or the redistribution and installation of the Enterprise Products (and related Authorization Codes) or its having been redistributed and installed by Licensee on Licensee's hardware.
- "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
- "Documentation" means all user reference documentation that is delivered with the Software or, if delivered via download, that is delivered from the Software setup or installation program.
- "ELA Fee" means the fee set forth in the ELA Quotation.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri to Licensee for the Enterprise Products.
- "ELA Quotation" means the Esri quote form provided to Licensee for the Small Utility ELA containing the ELA Fee and annual payment schedule.
- "Enterprise Products" means the Products identified in the Enterprise Products Schedule on page 1 of this ELA.
- "Incident" means a communication via telephone, web form, or chat by Licensee regarding technical problems with Software, Data, or Documentation.
- "License Agreement" and "ELA" are used interchangeably and mean the ELA Terms and Conditions, including Exhibit 1—Scope of Use (E300), that apply to Enterprise Products provided to Licensee by Esri under this ELA.
- "Online Services" means any Internet-based geospatial system, including applications and associated APIs, but excluding Data or Content hosted by Esri or its licensors for storing, managing, publishing, and using maps, data, and other information.
- "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this Agreement.
- "Samples" means sample code, sample applications, add-ons, or sample extensions of Products.
- "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in Exhibit 1 (also available at http://www.esri.com/legal).
- "Software" means the actual copy of all or any portion of Esri's proprietary software technology excluding Data accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies as identified in Exhibit 1.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications.
- "Term License(s)" means license(s) or access provided for use of a Product during a fixed or limited time period ("Term") or on a subscription or transaction basis concurrent with the term of this ELA.
- "Tier 1 Help Desk" means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Enterprise Products are licensed and not sold. Esri and its licensors own the Enterprise Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect the Enterprise Products from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this ELA including the right to change and improve Online Services.

ARTICLE 3—GRANT OF LICENSE

Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to use, copy, and Deploy quantities of Enterprise Products as defined in the Enterprise Products Schedule for a term concurrent with this ELA (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this ELA and the ELA configuration ordered; and (iv) for the applicable Term until terminated in accordance with Article 5. In addition to the Scope of Use in Article 4, Exhibit 1 applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Exhibit 1—Scope of Use (E300) and are also available at http://www.esri.com/legal/.

a. *Software*. Terms of use for specific Software products are set forth in Addendum 1.
b. *Data*. Data terms of use are set forth in Addendum 2.
c. *Online Services*. Terms of use for Online Services are set forth in Addendum 3.
d. *Limited Use Programs*. Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in Addendum 4. Note: Addendum 4 does not apply to this ELA.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

a. For Enterprise Products delivered, Licensee may

(1) Install and store selected Enterprise Products on electronic storage device(s);
(2) Make archival copies and routine computer backups;
(3) Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the Deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Enterprise Products in the aggregate than Licensee's total licensed quantity;
(4) Move the Software in the licensed configuration to a replacement computer; and
(5) Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.

b. *Commercial Application Service Provider Use*. Provided that Licensee (i) is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit or (ii) acquires a Commercial ASP Use subscription license, Licensee may use the Software for Commercial ASP Use. However, Licensee may not provide third parties with direct access to Esri Software so that the third parties may use the Software directly, develop their own GIS applications, or create their own solutions in conjunction with the Software.

c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.

d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this ELA. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensor(s): "Portions of this document include intellectual property of Esri and its licensor(s) and are used herein under license. Copyright © [*Licensee will insert the actual copyright date(s) from the source materials*] Esri and its licensor(s). All rights reserved."

e. *Font Components*. While the Software is running, Licensee may use its fonts to display and print content. Licensee may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts and (ii) temporarily download them to a printer or other output device to print content.

f. *Consultant or Contractor Access*. Licensee may provide access to and use of Enterprise Products to any consultant or contractor of Licensee, provided consultants' and contractors' access to and use of Enterprise Products is for the sole benefit of Licensee while (i) working on-site at Licensee's facilities, (ii) remotely accessing or using Enterprise Products from Licensee's on-site computers or machines, or (iii) remotely accessing or using Enterprise Products from a third party's computers or machines under contract to Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this ELA. Licensee shall require consultants and contractors to discontinue access to and use of Enterprise Products upon completion of work for Licensee. Access to or use of Enterprise Products by consultants or contractors not exclusively for Licensee's benefit is prohibited.

4.2 Uses Not Permitted

Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

a. Sell, rent, lease, sublicense, lend, assign, or time-share Enterprise Products;
b. Use for Commercial ASP Use or service bureau purposes;
c. Use Enterprise Products for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or charging for access to the site or service);
d. Redistribute the Enterprise Products to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
e. Redistribute Authorization Codes;
f. Reverse engineer, decompile, or disassemble Enterprise Products;
g. Make any attempt to circumvent the technological measure(s) that controls access to or use of Enterprise Products;
h. Store, cache, use, upload, redistribute, or sublicense Content or otherwise use Enterprise Products in violation of Esri's or a third party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
i. Remove or obscure any Esri or its licensors' patent, copyright, trademark, or proprietary rights notices and/or legends contained in or affixed to any Enterprise Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
j. Unbundle or independently use individual or component parts of the Enterprise Products;
k. Incorporate any portion of the Enterprise Products into a product or service that competes with the Enterprise Products; or
l. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Enterprise Products in a manner that would subject such code or any part of the Enterprise Products to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION AND EXPIRATION

5.1 Term. The Term of this ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Products Deployed shall be concurrent with the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

5.2 Termination for Lack of Funds. For government-owned utilities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

5.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The

breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

5.4 No Use upon Expiration or Termination. Upon expiration or termination of this ELA, the right to use all Enterprise Products Deployed shall terminate. Licensee shall (i) cease access and use of affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modifications or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri. ELA Maintenance, Virtual Campus access, and User Conference Registrations shall also terminate.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Esri warrants, for a period of ninety (90) days from the date Esri issues the Authorization Code enabling use of Software and Online Services, that (i) the unmodified Software and Online Services will substantially conform to the published Documentation under normal use and service and (ii) the media upon which the Software is provided will be free from defects in materials and workmanship.

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, PATCHES, UPDATES, ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND HOT FIXES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

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9.1 Future Updates. Esri reserves the right to update the Small Utility Enterprise Products program suite. Licensee may continue to use all Enterprise Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Enterprise Products Schedule at no additional charge. New or updated Enterprise Products may require additional or revised terms and conditions. The terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use, and Exhibit 1—Scope of Use (E300) or any term as required by law. Esri may provide notice of the additional terms or revisions to Licensee in writing or by posting them on Esri's website at http://www.esri.com/legal. The additional terms or revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Products. Should Licensee reject the additional terms or revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Products.

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9.4 No Implied Waivers. The failure of either party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this ELA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successors and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without Esri's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding on the respective successors and assigns of the parties to this ELA.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this ELA shall survive the expiration or termination of this ELA.

9.8 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.9 Governing Law. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property.

9.10 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Esri technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Esri technology or services, or any portion thereof, are part of any claim or preferred embodiment in a patent or similar application.

9.11 Entire Agreement. This ELA, including its incorporated documents, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this ELA must be in writing and signed by each party.

ARTICLE 10—ELA MAINTENANCE

ELA Maintenance for Enterprise Products provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable Esri US Software Maintenance Program document (found at http://www.esri.com/legal) as modified by this Article 10—ELA Maintenance. ELA Maintenance does not include Technical Support for Online Services.

a. Tier 1 Support Provided by Licensee

(1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
(2) The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
(3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
(4) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
(5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
(6) Tier 1 Help Desk individuals identified by Licensee are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri

(1) Esri shall log the calls received from Tier 1 Help Desk individuals.
(2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
(3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
(4) Esri shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals.
(5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the user.

Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website.

c. No Software other than the defined Enterprise Products will be provided maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

ARTICLE 11—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

11.1 Orders, Delivery, and Deployment

a. Licensee shall issue an Order upon execution of this ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of this ELA. Esri's Federal ID Number is 95-2775-732.
b. Upon receipt of the initial Order from Licensee, Esri shall authorize download of the Enterprise Products to Licensee for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the Order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee agrees to pay any such sales or use tax associated with its receipt of tangible media.
c. Esri shall provide Authorization Codes to activate the nondestructive copy protection program that enables the Enterprise Products to operate.
d. Licensee shall Deploy, install, configure, and track the Deployment status of the Enterprise Products.

11.2 Order Requirements

a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
b. The following information shall be included in each Order (or Ordering Document):

(1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due
(4) On the face page of Order (or Ordering Document), a reference to this ELA and the following statement: "THIS ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL UTILITY ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE ORDER WILL NOT APPLY."

ARTICLE 12—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Esri by Licensee. Licensee agrees that upon execution of this ELA, Esri may publicize the existence of this ELA.

ARTICLE 13—ADMINISTRATIVE REQUIREMENTS

13.1 OEM Licenses. Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with their application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling are independent of this ELA, and each partner markets under its own business model and pricing. Licensee shall not be entitled to or seek any discount from the OEM partner or Esri, directly or indirectly, as a result of or based on the availability of such Software, Data, or Online Services as Enterprise Products under this ELA. Licensee shall not be entitled to or seek to decouple Esri's technology or products/services from the partner's bundle or solution. In addition, such Software, Data, Online Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM partner and not through this ELA.

13.2 Product Obsolescence. During the term of this ELA, some Enterprise Product items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Products that have been Deployed for the term of this ELA, but updates for such obsolete Enterprise Products may not be available. Esri's Product Life Cycle Support

Policy, available at http://help.arcgis.com/en/shared/Product-life-cycle/ProductLifeCycle.pdf, defines the support phases and overall support plans. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status, which can be found at http://resources.arcgis.com/content/product-life-cycles.

13.3 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and condition and pricing then in effect and based on Licensee's then current meter count.

13.4 Mergers, Acquisitions, or Divestitures. Licensee shall notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (hereinafter subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in the ELA Fee as a result of any Ownership Change.

a. If an Ownership Change increases the cumulative meter or customer count beyond the maximum level for this existing ELA, Esri reserves the right to increase the ELA Fee to the next ELA Fee level that applies to the new cumulative meter or customer count. In the event the Ownership Change increases the cumulative meter or customer count beyond the limits of the Small Utility Program, Esri will have the option to terminate this ELA, and the parties will negotiate a different agreement.
b. If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization transferred or sold shall uninstall, remove, and destroy or transfer the Enterprise Products to Licensee.
c. This ELA may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee shall require any successor entity to uninstall, remove, and destroy the Enterprise Products, and this ELA will terminate upon such Ownership Change.

13.5 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this ELA, Licensee shall provide a written report to Esri detailing all Deployments made. The report will be subject to audit by an authorized representative of Esri.

ARTICLE 14—OPTIONAL ITEMS

If training courses identified in the ELA Quotation are acquired, they will be subject to the terms found in Exhibit 2—Training Addendum. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses.

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/licensing/software-license.html (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 1 takes precedence over conflicting terms of the License Agreement.

SECTION 1—DEFINITIONS

Software may be offered under the following license types as set forth in the applicable sales quotation, purchase order, or other document identifying the Products that Licensee orders:

1. "Concurrent Use License" means a license to install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired, including the right to run passive failover instances of Concurrent Use License software in a separate operating system environment for temporary failover support.
2. "Deployment Server License" means a license that, in addition to providing Staging Server License rights, authorizes Licensee to install and use the Software or Data to provide services to multiple users on the same or other computer(s).
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6. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

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Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software. Specific Software is subject to the terms of use set forth in the notes referenced below:

Desktop
- Address Coder (22; Addendum 2, Note 7)
- ArcExplorer—Java and Windows Editions (20; Addendum 2, Note 1)
- ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6)
- ArcGIS Explorer Desktop (20; Addendum 2, Note 1)
- ArcGIS for AutoCAD (20)
- ArcLogistics
  - Desktop (Addendum 2, Note 1; Addendum 2, Note 2)
  - Using ArcGIS Online (20; 46; Addendum 2, Note 1)
  - Using ArcGIS for Server (20; 46; Addendum 2, Note 1)
  - Navigator (46; Addendum 2, Note 1; Addendum 2, Note 2)
- ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2)
- ArcReader (20; Addendum 2, Note 1)
- ArcView 3.x and Extensions (17)
- Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4)
- Esri Maps for Office (Addendum 2, Note 1)
- Sourcebook•America (20; Addendum 2, Note 8)

Server
- ArcGIS for Server
  - Workgroup (8; 9; 28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)
  - Enterprise (8; 9; 27; 31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)
  - Cloud Bundle (10; Addendum 3—Common Terms)
- ArcGIS for Server Extensions
  - ArcGIS for INSPIRE (8; Addendum 2, Note 1)
- Esri Business Analyst Server
  - Workgroup (8; 9; 28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)
  - Enterprise (8; 9; 27; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)
- Portal for ArcGIS (31; 61; 62; Addendum 2, Note 1)
- Esri Tracking Server (31)
- Esri Maps for IBM Cognos (53)
- Esri Maps for SharePoint (Addendum 2, Note 1)

Developer Tools
- ArcGIS Runtime SDK for iOS, Windows Phone, Windows Mobile, or Android (16; Addendum 2, Note 1)
- ArcGIS Engine Developer Kit and Extensions (16, 22, 26)
- ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6)
- ArcGIS for iOS (Addendum 2, Note 1)
- ArcGIS for Windows Mobile Deployments (15; 54; Addendum 2, Note 1)
- ArcGIS Runtime (18; 59; Addendum 2, Note 1)
- ArcGIS Runtime SDK (16; 60; Addendum 2, Note 1)
- ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight, ArcGIS API for WPF) (15; 16; 64; 66; Addendum 2, Note 1)
- Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4)
- Esri Developer Network (EDN) Software, Online Services, and Data (24; 26; Addendum 2, Note 1; Addendum 2, Note 6)
- Esri File Geodatabase API (47)

Notes

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29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
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31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.

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38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
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54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Advanced (Enterprise or Workgroup), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine applications.

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59. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users up to the number of Deployment Licenses that have been purchased.
60. a. ArcGIS Runtime SDK licenses shall not be used for Internet or server development;
    b. An end user must purchase a software application that includes an ArcGIS Runtime license to obtain the right to run an ArcGIS Runtime application on one (1) computer; and
    c. Customers building applications for their own internal use must purchase ArcGIS Runtime licenses for every application Deployed that includes ArcGIS Runtime. A single user may have multiple ArcGIS Runtime licensed applications installed on one (1) computer, but each application is an independent Deployment of ArcGIS Runtime.
61. Oracle is a third-party beneficiary of Esri's rights under the License Agreement with respect to the Software but is not a party hereto and assumes no obligations hereunder.
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ADDENDUM 2
DATA TERMS OF USE
(E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/licensing/software-license.html (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. Licensee may cancel a subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap Premium for Windows Mobile (2) ▪ StreetMap Premium for ArcPad (2) ▪ ArcLogistics Data (2) ▪ Data Appliance for ArcGIS (3) ▪ Business Analyst/Location Analytics Data (4, 10)	▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Address Coder Data (7, 10) ▪ Sourcebook•America Data (8, 10) ▪ MapStudio Data (9)

Notes

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

    a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
    b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
    c. Data from i-cubed is subject to the terms of use at http://www.esri.com/legal/pdfs/j9946-icubed.pdf.
    d. Microsoft Bing Maps data is subject to the terms of use at http://www.esri.com/legal/pdfs/e-802-bing-mapsvcs.pdf.
    e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

2. *StreetMap Premium for ArcGIS: StreetMap Premium for ArcGIS for Windows Mobile; StreetMap Premium for ArcPad; ArcLogistics Data:* StreetMap Premium Data may be used for mapping, geocoding, and single vehicle routing purposes but is not licensed for dynamic routing. For instance, StreetMap Premium Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Premium Data may not be used to perform synchronized routing of multiple vehicles. Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcLogistics Software may only be used with the Product for which the Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. Data may include data from either of the following sources:

    a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
    b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.

3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:

    a. Licensee may only use Data for North America with the North America collection of the Data Appliance for ArcGIS. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA

Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.

b. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
c. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
d. Data from i-cubed is subject to the terms of use at http://www.esri.com/legal/pdfs/j9946-icubed.pdf.
e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

4. *Business Analyst Data; Location Analytics Data:* Business Analyst Data is provided with Esri's Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:

    a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Business Analyst Data is restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API, with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
    b. Licensee's use of Canadian Edition Data with Business Analyst (Server, Desktop), Business Analyst Online API, Community Analyst API, or Location Analytics API is subject to the Use of Data Restrictions specific to Esri Business Analyst (Canadian Edition) Data.
    c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (vi) using the Infogroup database for any direct marketing purposes.
    d. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
    e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.

5. *Demographic, Consumer, and Business Data ("Esri Data"):* This Data category includes demographic, consumer, business, and Tapestry Segmentation datasets. Subject to the terms of the License Agreement and this Addendum 2, Licensee may use the Esri Data for any business purpose.
6. *Data and Maps for ArcGIS:* The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

    a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at http://www.esri.com/legal/licensing/redistribution-rights.html, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
    b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. *Address Coder Data:* This Data is included with Address Coder and is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Address Coder.
8. *Sourcebook•America Data:* This Data is included with Sourcebook•America and provided for Licensee's internal business use solely in connection with Licensee's authorized use of Sourcebook•America.
9. *MapStudio Data:* Use of this Data is subject to the following terms and conditions:

    a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
    b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
    c. Data from i-cubed is subject to the terms of use at http://www.esri.com/legal/pdfs/j9946-icubed.pdf.
    d. Infogroup Data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (vi) using the Infogroup database for any direct marketing purposes.

10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in standalone form.

ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/licensing/software-license.html (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

a. "API" means application programming interface.
b. "ArcGIS Website" means http://www.arcgis.com and any related or successor websites.
c. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
d. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
e. "Named Users" means Licensee's employees; agents; consultants; contractors; or, for education accounts, registered students whom Licensee authorizes to access Online Services for Licensee's exclusive benefit through Licensee's ArcGIS Online account, to which they are explicitly linked through unique, individual user names and passwords.
f. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
g. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
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j. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

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2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

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b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
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2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Services with other licensed end users or third parties; (vi) distribute the client-side data cache, routes, or geocodes derived from Online Services to third parties; (vii) manually or systematically harvest information and data contained within Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in connection with any products, systems, or applications installed or otherwise connected to or in communication with vehicles capable of vehicle navigation, positioning, dispatch, real-time route guidance, fleet management, or similar applications; or (ix) incorporate any portion of Online Services into a commercial product or service unless it adds material functionality to the Online Services.

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ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the resources available to Licensee with Online Services. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. The overage limits for a particular Service and options to address overages will be provided in the Service description and specified in the Ordering Document. Esri reserves the right to suspend Licensee's account until Licensee pays all outstanding overage fees in accordance with this License Agreement.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

ARTICLE 7—LICENSEE'S WARRANTIES

Licensee warrants that Licensee's Content or use of Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation will not (i) infringe or misappropriate any third-party intellectual property rights or proprietary rights, (ii) violate any third party's privacy rights or any applicable law, or (iii) contain or transmit to a third party any Malicious Code. Except as prohibited by applicable law, Licensee agrees to defend, indemnify, and hold harmless Esri from and against any claim, action, liability, or demand arising out of a breach of the foregoing warranties.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

Specific Online Services are subject to the terms of use set forth in the notes referenced below:

▪ ArcGIS Online (1; 2; 3; Addendum 2, Note 1; Addendum 2, Note 6) ▪ Business Analyst Online (4; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Business Analyst Online Mobile (4; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Community Analyst (4; Addendum 2, Note 1; Addendum 2, Note 4)	▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Redistricting Online (3; Addendum 2, Note 1) ▪ MapStudio (5; Addendum 2, Note 9)

Notes

1. In addition to the common terms of use of Online Services:

   a. Licensee may use Licensee's ArcGIS Online account to build a Value-Added Application(s).
   b. Licensee may provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:

      i. Licensee may allow anonymous user access to Licensee's Value-Added Application(s).
      ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
      iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
      iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
      v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
      vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.

   c. For ArcGIS Online ELA and Organization Plan accounts: Licensee is also permitted to

      i. Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; or
      ii. Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:

         (1) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
         (2) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
         (3) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.

   d. For Personal Plans, Education and Not-for-Profit use of ArcGIS Online accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA or Organization Plan account.

2. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
3. Terms of Use for ArcGIS Online Services: The following ArcGIS Online Services are not subject to ArcGIS Online fee-based Service Credit consumption usage. There is no fee (unless otherwise noted) to use these services up to the predefined maximum usage limits shown below. Use of these services beyond the predefined usage limits requires an additional fee. These services may be used only in conjunction with ArcGIS Software or an ArcGIS Online account.

    a. *Map Services, Imagery Services, and Geometry Services:* Licensee may put these services to any use consistent with these terms of use, subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. "Transaction" is defined in the Documentation at the ArcGIS Online Content resource center at http://help.arcgis.com/en/arcgisonline/content/.
    b. *ArcGIS Online Standard Task Services (available at http://tasks.arcgisonline.com):* Licensee may put these services to any use consistent with these terms of use, subject to the following:

        - *Standard Geocoding Services:* Licensee may use these services for search capabilities only, and results may not be stored for later use. Whenever results are stored for later use, a subscription is required.
        - *Standard Routing Services:* Licensee is subject to a limit of five thousand (5,000) routing requests (as defined in the Documentation) during any twelve (12)-month period.

    c. *ArcGIS Online Subscription Task Services (available at http://premiumtasks.arcgisonline.com):* Upon Licensee's payment to Esri of the applicable fee(s), Licensee may put these services to any use consistent with these terms of use. Licensee may store results for later use.
    d. *ArcGIS Online Sample Services:* Licensee may use these services for internal evaluation and development purposes only. All licenses for ArcGIS Online Services are subject to these terms of use and any additional restrictions or requirements identified in the Documentation.

    The following ArcGIS Online Service is subject to fee-based ArcGIS Online Service Credit consumption usage:

    a. *ArcGIS Online World Geocoding Service (available at http://geocode.arcgis.com):* Licensee may use this service for search capabilities at no cost, but results may not be stored for later use. Upon Licensee's payment for an ArcGIS Online subscription or Service Credits, Licensee may batch geocode and store results for later use.

4. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
5. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes.
6. Licensee may develop software or web applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's software or web applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's software or web applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/licensing/software-license.html (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

▪ Educational Programs (1) ▪ Grant Programs (2)	▪ Home Use Program (3) ▪ Other Esri Limited Use Programs (4)

Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for commercial or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes as specified in the Esri grant document. Licensee shall not use Products for commercial or for-profit purposes.
3. *ArcGIS for Home Use Program:*

   a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at http://www.esri.com/arcgis-for-home/ or Licensee's authorized distributor's website.
   b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. **"Noncommercial"** means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
   c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

      Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at http://www.esri.com/legal/pdfs/home-use-installation-support.pdf. Esri supports users solely with the installation of Esri Software. Esri's Support website is at http://support.esri.com/en/support. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.

4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

EXHIBIT 2
TRAINING ADDENDUM
(E207SET 3/11)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—TRAINING DESCRIPTION

Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (http://training.esri.com). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.

ARTICLE 3—LICENSEE'S RESPONSIBILITIES

- Licensee must ensure the protection of Esri's copyrights. Licensee shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s) unless otherwise required by law.
- Licensee must not resell seat(s) to an Esri training class unless explicitly authorized in writing by Esri.
- Licensee must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training website.
- Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- Licensee must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Licensee must submit to Esri Customer Service a list of the names of Students that are to attend any training class. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
- Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export regulation requirements, course scheduling changes, or cancellations.
- Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Licensee is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.

ARTICLE 4—CANCELLATION AND RESCHEDULING POLICY

- When a Student's place in class is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Should a Student substitution occur without three (3) business days' notification, an additional nonrefundable transfer and data processing fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center class to another one (1) time at no additional charge provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a class provided Esri's Customer Service department is notified three (3) business days in advance. If three (3) business days' notification is not provided, Students may be charged the full Student Seat fee.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Licensee at least three (3) business days before the scheduled date.

If cancellation of a training event is necessary due to Force Majeure, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

ARTICLE 5—UNIQUE TERMS FOR THE SMALL ENTERPRISE TRAINING PACKAGE

- To order training, Licensee must include training in the Purchase Order for the ELA or provide a Purchase Order as required and specified within the ELA that matches the Esri quotation.
- Where Licensee submits additional Purchase Orders to purchase training days for additional year(s), any unused training days will automatically roll over.
- A Purchase Order is required annually for each three (3)-year term. Failure to submit annual Purchase Orders will result in the forfeit of unused training days.
- Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.

- The training days are available for a period of twelve (12) months, commencing on the purchase Effective Date, and ending when all training days are consumed, whichever is sooner.
- Esri will invoice for outstanding training expenses where applicable.
- Training days are not transferable and not refundable for any other Esri products or services.

ARTICLE 6—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 7—WARRANTY

7.1 Esri will provide training in a manner consistent with the technical and professional standards of the industry.

7.2 Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE TRAINING IS ERROR FREE.

ARTICLE 8—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 9—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Feb. 5, 2013 Agenda Item No. 13

[ ]	PUBLIC HEARING	[ ]	RESOLUTION
[X]	DISCUSSION	[ ]	BID/RFP AWARD
[ ]	ACTION ITEM	[ ]	CONSENT AGENDA
[ ]	Other:		

SUBJECT: General Manager's Contract

RECOMMENDED MOTION/ACTION:

Approved by General Manager MBlash

Date: 1/30/2013

Originating Department: General Manager	Costs: $ Funding Source:	**Attachments: Contract**
Department Review: [ ] District Counsel _____ [X] General Manager MB [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____ [Operations] _____	**Advertised:** Date: _____ Paper: _____ [X] Not Required

Summary Explanation/Background:

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX & (305) 451-4019

Memo

To: KLWTD Board

From: Margaret Blank, PE, General Manager

Date: January 17, 2013

Re: General Manager's Contract

INTRODUCTION:

Presented is the 2011 Employment Contract for the General Manager submitted for review, discussion and approval.

ACCOMPLISHMENTS TO DATE:

I have served the District as General Manager since June 1, 2011. Below are listed a partial list of notable accomplishments:

- Successfully negotiated agreement with Islamorada for treatment of Islamorada influent. This contract is worth $11M to the District, plus another $300,000-$400,000 per year.
- Successfully resolved odor issues at the wastewater treatment plant and Vacuum stations and implemented operations protocols and an ongoing monitoring program to quickly address future odor issues before it affects customers.
- Established strict managerial procedures to ensure that the wastewater treatment plant complies with all permit requirements.
- Directed complete overhaul of budgeting process and accounting procedures to offer better transparency to Board of Commissioners. The budget is now aligned with the chart of accounts.
- Directed the implementation of uniform data management procedures to accommodate the accurate accounting of Assessment and Billing.
- Restructured the organization so that it can efficiently meet the requirements of an operating utility.

- Established a customer service department and procedures whereby customers receive a more positive experience. Directed the implementation of a customer service management tool so that all customer issues are tracked and resolved in a timely manner.

- Under the direction of the Board of Commissioners, established the Unique Parcel Program whereby all homeowners in our service area receive a fair and equitable treatment throughout the assessment and connection process.

- Assembled, developed, trained and directed the District's senior management team.

- Coordinate with State and Federal members of Legislature and District Lobbyist to influence major issues pertaining to the District including:

    - The appointment of Commissioner Asdourian and the avoidance of a special election

    - Mayfield Grant money distribution

    - Army Corp of Engineer's funding

    - Sales Tax issues.

GOALS:

Below are my personal goals for the District for the upcoming contract period:

- FUNDING:

    - Continue to aggressively pursue and secure additional funding, including the Mayfield Grant, Army Corps money, and sales tax money.

    - Successfully negotiate an Interlocal agreement with Monroe County to ensure that the ratepayers of the District are properly and fairly represented and that the financial interests of the District are protected. The Mayfield Grant is top priority as the District stands to receive $45M, which will bring us to comparable funding levels with the other wastewater projects in Monroe County.

- Benchmarking and internal reporting. As we continue to grow and complete the transition to a wastewater utility, there are still areas that require concentration. Currently, providing managerial reporting is still a time-consuming and laborious process

    - Staff has published an RFP for new accounting software, which will be a valuable tool for staff to prepare these reports more efficiently.

    - I am evaluating becoming a member of the Florida Benchmarking Consortium which will allow me to more easily compare the District's performance with other utilities, and to identify areas where the District might be able to operate more efficiently.

- Continued developing the District's data management processes. The District is now billing over 9,200 customers. It has assessed over 15,000 EDUs. It operates and maintains thousands of pieces of equipment. Under my direction, staff will continue working on our asset management system. We are continuing to improve integration and sharing of our data using ESRI software.

- Policies and Procedures:

- Evaluate and improve the District's Hurricane Response Plan.
- Evaluate and improve the District's Safety Program.
- Establish a uniform policy and procedures manual covering personnel, finance and operations.

- Direct aggressive progress on the District's construction projects to include the Unique Property Project.
- Other goals as assigned by the Board of Commissioners.

COMPENSATION:

I am requesting compensation of $125,000 per year as part of this contract renewal.

Respectfully Submitted,

Margaret Blank, PE
General Manager

KEY LARGO WASTEWATER TREATMENT DISTRICT
EMPLOYMENT CONTRACT

THIS Employment Contract is entered into as of the date first set forth below, by and between the Key Largo Wastewater Treatment District, an independent special district created by Chapter 2002-337, Laws of Florida (the "District"), and the Employee named below.

1.	**Employee Name and Address:**	Margaret Blank 124 South Bay Harbor Drive Key Largo, FL 33037
2.	**Employee Title:**	General Manager
3.	**Employee Compensation Rate:**	~~$111~~ $125,000/year;
4.	**Effective Date of this Employment Contract:**	December 1, ~~2011~~2012
5.	**Term of Employment Contract:**	Twelve Months
6.	**Date of first District Employment:**	May 1, 2005
7.	**General Provisions of Employment:**	*See Attachment A*
8.	**Employee Duties:**	*See Attachment B.*
9.	**Employee Performance Criteria:**	*See Attachment C.*
10.	**Special Terms of Employment:**	

a. The Employee will consult with the Board of Commissioners before regarding any appointments or terminations of ~~senior management~~Senior Management personnel. ~~*Senior management personnel are those staff members who hold management positions (supervise subordinate personnel) and/or may have overall interrelationships*~~ as defined in ~~*general operations of*~~ the ~~*district. SMP will be specified in the KLWTD organizational chart indicating which positions are senior management positions. These positions*~~District's Staffing Plan as approved by the Board of Commissioners as may be amended with ~~*board*~~Board approval.

b. Paragraph 6 of the Employment General Provisions is amended to provide that the District will pay the medical premiums for Employee under the District's group medical plan, as approved by the District Board of Commissioners.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Contract as of the date first written above.

Key Largo Wastewater
Treatment District

By _____
Robert Majeska
Its Chairman

Employee

_____
Margaret Blank

ATTACHMENT A
KEY LARGO WASTEWATER TREATMENT DISTRICT
EMPLOYMENT CONTRACT
GENERAL PROVISIONS FOR GENERAL MANAGER

THESE EMPLOYMENT CONTRACT GENERAL PROVISIONS FOR GENERAL MANAGER ("General Provisions") specify the general terms of employment between the Key Largo Wastewater Treatment District ("District") and the employee ("Employee") named in the District Employment Contract ("Employment Contract") to which these terms are attached. These General Provisions shall apply except to the extent they are modified or amended by the express provisions of the Employment Contract.

~~0)~~1) **Employment.**

~~a.~~ a) The District hereby employs Employee, and Employee hereby accepts employment with the District, on the terms set forth in the Employment Contract.

~~b.~~ b) The Employment Contract is an "at will" agreement.

~~c.~~ c) Either party may terminate the Employment Contract without cause upon 60 days' written notice to the other party.

~~d.~~ d) In addition, the District may terminate the Employment Contract for disability or cause pursuant to Section 8 hereof.

~~e.~~ e) Employee is a public official as that term is used in the Florida Statutes, and is subject to all ethical and other legal constraints applicable to public officials.

~~f.~~ f) During the term of the Employment Contract, Employee shall devote Employee's best efforts, knowledge, skill, and attention to the performance of Employee's duties as aforesaid, except during such periods as Employee shall be ill, disabled, or on vacation as provided by the Employment Contract.

~~g.~~ g) Employee shall not accept any other employment for compensation without the prior written consent of the District Board, which consent may be withheld in the sole discretion of the District Board.

~~h.~~ h) This is a full-time, salaried position, and the position is exempt from the overtime compensation requirements of the Fair Labor Standards Act.

~~i.~~ i) Employee shall keep all records that may be required to support any charge by the District against any grant or other funding for work performed by Employee.

~~2.~~2) **Place of Employment.** Employee shall be afforded an office and support services at the District offices located at 98880 Overseas Highway, Key Largo, Florida, and at the District Wastewater Treatment Plant.

~~0)~~3) **Compensation.**

~~a.~~ a) The compensation rate is stated in the Employment Contract.

~~b.~~ b) Employee's wages shall be payable ~~once~~twice each month on the last business day before the sixteenth (16th) of the month and on the last business day of the month, commencing on the last day of the first month in which Employee performs services to the District under the Employment Contract.

~~4.~~ Employee shall pay the employee's share of any payroll taxes required under applicable law, by payroll deduction, and District shall bear and be responsible for the employer's share of any taxes on wages paid as required under applicable law.

~~5.~~ **Vacation.** Employee shall be entitled to one and one half day of paid vacation for each month worked, and may begin to use such vacation after six months of paid employment. Employee shall schedule such vacation to minimize the inconvenience and other impacts to the District.

~~6.~~ **Holidays.** Employee is entitled to paid holidays. The following days are District holidays: New Year's Day, Birthday of Martin Luther King, Jr. (third Monday in January), Memorial Day, Independence Day, Labor Day, Veterans' Day (November 11), Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and one floating holiday. If any holiday falls on a Saturday, the holiday shall be observed on the preceding Friday; if any holiday falls on a Sunday, the holiday shall be observed on the ~~next~~following Monday.

6) **Benefits.**

~~a.~~ The Employee understands and agrees that the District has adopted a group medical plan and a 457(b) plan. ~~The District does not contribute to these plans, and Employee's participation in these plans is solely at Employee's option. IT IS THE RESPONSIBILITY OF EMPLOYEE TO BECOME FAMILIAR WITH THE TERMS OF THESE PLANS AND TO DETERMINE WHETHER OR NOT TO PARTICIPATE IN THEM, OR ANY OF THEM, AS EMPLOYEE DEEMS APPROPRIATE. EMPLOYEE SHOULD NOTE THAT THESE PLANS MAY INCLUDE PROVISIONS THAT LIMIT THE TIMES AND CONDITIONS UNDER WHICH EMPLOYEE MAY ELECT TO PARTICIPATE IN THEM.~~

b) The District shall afford Employee health insurance by way of the adopted group medical insurance plan under the provisions of the contributions set forth by the Board of Commissioner as may be from time to time amended. Additional coverage for Employee's family may be available at a cost to Employee. Additional health and life related benefits may be available to Employee and Employee's family at the expense of the Employee.

c) The Employee, at the Employee's discretion, may choose to contribute any portion or no portion of Employee's pay to the District's 457(b) plan. Should Employee choose to contribute, Employee may be entitled to a partial District match as provided by the decision of the Board of Commissioners which may be amended from time to time. This contribution may be limited by the plan's maximum contribution guidelines. Employee should consult those guidelines for additional guidance.

d) Employee's participation in these plans is solely at Employee's option.

e) IT IS THE RESPONSIBILITY OF EMPLOYEE TO BECOME FAMILIAR WITH THE TERMS OF THESE PLANS AND TO DETERMINE WHETHER OR NOT TO PARTICIPATE IN THEM, OR ANY OF THEM, AS EMPLOYEE DEEMS APPROPRIATE. EMPLOYEE SHOULD NOTE THAT THESE PLANS MAY INCLUDE PROVISIONS THAT LIMIT THE TIMES AND CONDITIONS UNDER WHICH EMPLOYEE MAY ELECT TO PARTICIPATE IN THEM.

~~7.~~ **Travel Expenses.** The District shall pay for or reimburse Employee in accordance with the District's standard policies for travel for the purpose of carrying on District business.

~~c.~~ —The District's standard policies for reimbursement of travel expenses are those set forth in Florida Statutes Section 112.061;

~~d.~~ However, the District reimbursement rate for the use of a private vehicle on District business is the mileage rate published by the United State Internal Revenue Service, as amended from time to time.

~~7.~~ **Termination for Disability or Cause.** The Employment Contract may be terminated by the District Board of Commissioners upon any of the following events:

~~a)~~ The expiration of 30 days following written notice given by the District Board to Employee of the District's election to terminate this Agreement following Employee's Disability. "Disability" means the inability of Employee to perform substantially all of the duties required of Employee by the Employment Contract by reason of physical or mental incapacity for a period of one month, or a period of more than 30 days in the aggregate in any 18 month period. "Disability" includes the death of Employee.

~~b)~~ A determination by the District Board that Cause exists to terminate the Employment Contract, and written notice of termination for Cause is given by the District Board to Employee. "Cause" means any of the following events or conditions:

~~i)~~ A material breach by Employee of any material provision of the Employment Contract.

~~ii)~~ Any act by Employee in violation of the obligations imposed upon public officials under applicable law.

~~iii)~~ Fraud or other dishonest act by Employee involving the District.

~~iv)~~ Employee's conviction of a felony.

~~c)~~ Such termination shall be effective upon the date specified in the written notice of termination, and may be effective immediately.

~~9~~ **Notices.** Any notice or other communication required or permitted to be given in connection with the Employment Contract shall be in writing and shall be deemed to have been duly given (a) when personally delivered, (b) on the business day following deposit of such notice with a reputable overnight courier service, or (c) sent by certified mail, return receipt requested, postage prepaid, as follows:

If to the District:

Chairman, District Board
Key Largo Wastewater Treatment District
P.O. Box 491
Key Largo, Florida 33037

With a copy to:

~~Thomas M. Dillon~~
Raymond Giglio
PO Box ~~370736~~491
Key Largo, Florida 33037-0736

If to Employee, at the address specified in the Employment Contract.

Either party may change such party's address for the purpose of this Section by written notice similarly given.

~~10)~~ 10) **Severability.** If any provision of the Employment Contract shall be held to be invalid or unenforceable, such provision shall be construed and enforced to the extent possible as if it had been more narrowly drawn so as not to be invalid or unenforceable, and such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of the Employment Contract. However, if either party determines in good faith that, as a result of a provision of the Employment Contract being held invalid or unenforceable, the Employment Contract no longer serves the purposes for which it was written, that party may terminate the Employment Contract.

~~11)~~ 11) **Entire Agreement.** The Employment Contract, including the documents incorporated therein by reference sets forth the parties' final and entire agreement, and supersedes any and all prior understandings, with respect to the employment of Employee by the District.

~~12)~~ 12) **Assignment; Ratification of Agreement.** The Employment Contract is an agreement for personal services, and the District has determined to hire Employee on the basis of Employee's personal qualifications. The Employee may not assign or delegate its rights or obligations under the Employment Contract, and any purported assignment or delegation of any such right or obligation without such consent shall be null and void.

~~13)~~ 13) **No Waiver.** No failure or delay by either party in exercising any right, option, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any other right, option, power, or privilege.

~~14)~~ 14) **Amendment.** The Employment Contract can only be amended, waived or terminated by a writing signed by both the District and Employee.

~~15)~~ 15) **Applicable Law.** The Employment Contract shall be governed by and construed and interpreted in accordance with the internal law of the State of Florida, without reference to its rules as to conflicts of law.

~~15)~~ 15) **Headings.** The section headings in the Employment Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of the Employment Contract.

ATTACHMENT B

KEY LARGO WASTEWATER TREATMENT DISTRICT

EMPLOYMENT CONTRACT

DISTRICT GENERAL MANAGER DUTIES

ESSENTIAL FUNCTIONS The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

A. Executing Board's direction in identifying, selecting and contracting with rate consultants, auditors, insurance consultants, lab service contractors, consulting engineers, hydro geologists, and other consultants and professionals required by the District.

B. Providing management oversight over District employees, including employment, termination, compensation, discipline, and all other aspects of District employment.

C. Acting as custodian of the District's books and records in accordance with Florida Statutes Section 189.9.

D. As directed by the District Board, serving as intergovernmental liaison between the District and local governments within which the District provides wastewater service, including, without limitation, coordination of service extensions with applicable comprehensive plans, communicating with public officials on all matters that pertain to the District, attending governing board and staff meetings to discuss District issues.

E. Providing the Board, or individual members thereof, upon request, with data or information concerning District construction and operations, and providing advice and recommendations to the Board.

F. Coordinating with District's Chief Financial Officer, Engineer, and Counsel, and supervising other District staff.

G. Negotiating leases, contracts, and other agreements, including consultant services, for the District, subject to Board approval.

H. Overseeing all governmental filings.

I. Monitoring the performance of all terms and conditions in all leases, contracts, and agreements, and notifying the Board of known violations thereof.

J. Monitoring the operations and billing functions of the District and ensuring compliance with the Board's policy and direction.

K. Preparing annual reports.

L. Consulting with, and supervision of, contractors as reasonably required and necessary with regard to construction of capital projects.

ATTACHMENT C

KEY LARGO WASTEWATER TREATMENT DISTRICT

EMPLOYMENT CONTRACT

DISTRICT GENERAL MANAGER PERFORMANCE CRITERIA

The purpose of this attachment to establish a PERFORMANCE CRITERIA for periodic evaluation particularly during the six-month probationary period. Criteria have been developed by Margaret Blank and the district board. The purpose being to establish a series of goals which can be reviewed periodically to determine the overall district progress and performance of the general manager.

Introduction TRANSITION PLAN

The purpose of this memorandum is to continue with the Transition Plan for the District.

Construction

There are some major projects still in progress. These include the shallow back-up wells, the sludge handling system, the Intellipro upgrade, SCADA upgrades at the vacuum pump stations, serving unique properties, and serving the cold spot area on C-905.

All of these activities will require continued planning and oversight. They will still be generating questions and concerns from the public.

Operations

Operations is functioning well. The wastewater treatment plant is meeting AWT and because of that will be issued a new permit allowing the District to operate at lower staffing levels. I&I is no longer an issue in the collection system. However, staff will continue to monitor it.

The challenge for this year is to deal with the odor issue.

Transition

The District has been very successful at financing, designing and building its sanitary sewer system. However, we're now entering the operations phase and we need to put the infrastructure in place to support our mission. Following is a list of areas that need attention.

1. *Purchasing:* The District has a solid purchasing policy. We've been very successful at using in-house resources to procure equipment and services related to construction. Now we need to translate that into a permanent, on-going function suitable for an operating utility. Some of the necessary tasks are listed below:

    A. Asset Management The District has purchased asset management software. This software is used by several municipalities and utilities in Florida. The major advantage is that this software interacts with ESRI to simplify tracking of maintenance on field assets such as pits and valves. Kick-off for the Asset Management is expected in December 2011.

    B. Inventory Control: The District has a series of spreadsheets for inventory control. This system must be integrated into our asset management software.

    C. Tracking: Provide a way for staff to follow up on requisitions and purchase orders.

2. *Finance/Accounting:* Note that the Chief Financial Officer reports to the Board and *not* to the General Manager. For the District to run smoothly as a utility, internal management reporting is required. At a minimum, regular reporting on the following is needed.

    A. Information on assessments and billings.

    B. Information on payroll, including pay rates, overtime, vacation and sick time taken.

    C. Internal reports as needed for operations and trending.

M. In consultation with the District Engineer and District Counsel, as appropriate, issuing interpretations and clarifications of contract documents.

   a. Evaluating requests for substitutions or deviations therefrom.

   b. Providing recommendations concerning requests for substitutions or deviations therefrom.

   c. Preparing work orders.

   d. Monitoring all required project records.

   e. Reviewing applications for payment.

   f. Conducting comprehensive inspections of construction projects.

   g. Developing list of items needing completion or correction.

O. Negotiating contracts with engineers and other consultants regarding scope and cost of proposed contract change orders.

P. Monitoring to ensure compliance with funding and grant requirements.

Q. Monitoring to ensure that advances and reimbursements are consistent with funding and grant requirements.

R. Exercising due diligence with respect to construction management efforts consistent with governmental standards.

D. Track contracts and work authorizations. Are we exceeding contract limits?

3. *Engineering/GIS:* When construction and design are complete, we will still need additional work to support utility operations.

   A. Utility maps. Utility maps are up-to-date and in use by Operations personnel.

   B. Vacuum system model. The District has a series of spreadsheets that were used to perform vacuum system loss calculations. Although they were adequate for design, it is very difficult and time-consuming to make changes. Staff intends to model the vacuum system using ESRI software. This will allow us to make changes and see their impact quickly and easily. This task has not been completed as it is not as urgent as other tasks.

   C. Force main model. The District has purchased SewerCad, which is the software that CPH used to design the force main. The model will allow us to help property owners' engineer identify the most efficient pump when tying into the force main. If we monitor pressures along the force main, the model will help us evaluate whether the force main is working as it should. This task has not been completed as it is not as urgent as other tasks.

4. *Customer Tie-in Assistance:* Several businesses have expressed concern that their tie-in costs are extremely high. Although nearly all the package plant owners have tied in, there are about as many small businesses that need to tied in. These small businesses have never had any exposure to working with an engineer or working with the FDEP. They will need help from staff to guide them through the tie-in process. The District will make sure that at least one staff member is available to assist.

ADDITIONAL PERFORMANCE PROGRESS CRITERIA

Board Specified

1. Streamline Financial Accounting-QuickBooks and Other Automated Financial Accounting
2. Streamline Agenda Process. Use Less Paper- Condense Agenda/Records
3. Fine-Tune Customer Service-
4. Records Availability (Electronically Web Access)
5. Adequate Backup/Background for Agenda Items
6. Staff Restructuring
7. Digitize reports Coordination between Departments Interrelated Reports Access
8. Staff Interrelated Cooperation and Coordination

TAB 7

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Feb. 5, 2013 Agenda Item No. 14

[ ]	PUBLIC HEARING	[ ]	RESOLUTION
[X]	DISCUSSION	[ ]	BID/RFP AWARD
[ ]	ACTION ITEM	[ ]	CONSENT AGENDA
[ ]	Other:		

SUBJECT: Panic Button

RECOMMENDED MOTION/ACTION:

Approved by General Manager _____
Date: 1/31/2013

Originating Department: Commissioner Gibbs	Costs: $Unknown Funding Source:	**Attachments: None**
Department Review: [ ] District Counsel _____ [ ] General Manager _____ [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____ [Operations] _____	**Advertised:** Date: _____ Paper: _____ [X] Not Required

Summary Explanation/Background: **In case of emergency such as an intoxicated person with a firearm looking for someone to take out his frustrations, a panic button under the desk of the receptionist should be installed.**

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised