AGENDA

Board of Commissioners Meeting
98880 Overseas Highway
Key Largo, FL 33037

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

BOARD MEMBERS:

Stephen Gibbs  Chairman
Andrew Tobin  Vice Chairman
Robert Majeska  Commissioner
Norman Higgins  Commissioner
David Asdourian  Commissioner

DISTRICT STAFF:

Paul Christian  General Manager
Margaret Blank  General Counsel
Ray Giglio  Deputy Clerk
Melissa Cornelison

MISSION STATEMENT:
"The Mission of the Key Largo Wastewater Treatment District is to preserve and protect the delicate ecosystem of the Florida Keys while providing exceptional customer service."
Please Mute Cell Phones

APPROVAL OF AGENDA

PUBLIC COMMENT

BULK ITEMS
  1. Approval of Bulk Items
     • Minutes of October 14, 2014

GENERAL MANAGER’S REPORT

OPERATION’S REPORT
  2. Contract programming work on plant blower controls by Siemens – Daniel Saus
  3. Small Commercial Unique Program – Dan Saus

LEGAL COUNSEL REPORT
  4. Interlocal Agreement for Distribution of FKWQIP Funding – Ray Giglio

COMMISSIONER’S ITEMS / ROUNDTABLE
  5. Review of Hibiscus Marketing Contract – Chairman Gibbs

ADJOURNMENT

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.
Meeting Date: October 21, 2014

Agenda Item Type: Bulk

Department: Legal

Sponsor: 

Subject: Minutes of October 21, 2014

Summary of Discussion:

Reviewed / Approved

Operations: 

Administration: 

Finance: 

District Counsel: 

District Clerk: 

Engineering: 

Financial Impact

$ 

Funding Source: 

Budgeted: N/A 

Attachments

Minutes of October 21, 2014

Approved By: [Signature]

Date: 10/17/14

General Manager
MINUTES
Key Largo Wastewater Treatment District Commission (KLWTD) Meeting

October 14, 2014
98880 OVERSEAS HWY, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a Commission Meeting at 4:00 PM. Present were Chairman Stephen Gibbs, Commissioners Norman Higgins, Robert Majeska, and David Asdourian. Also present were General Manager Paul Christian, Chief Information Officer Rob Bulkiewicz, General Counsel Ray Giglio, Acting Deputy Clerk Mariela Montedeoca, Finance Manager Connie Fazio, Operation Manager Dan Saus, and other appropriate District Staff. Commissioner Tobin arrived at 4:15PM.

Ms. Janet Wood led to the Pledge of Allegiance.

APPROVAL OF AGENDA
Commissioner Majeska requested the Miami University Presentation be moved to follow Public Comment. Paul Christian added an item to discuss November Meeting dates.

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

PUBLIC COMMENT
Name & Address
Ted Blackburn, Islamorada

Subject
Update on Islamorada Sewer Project

BULK ITEMS
Minutes of October 7th 2014 were approved.

Motion: Commissioner Majeska made a motion to approve the minutes. Commissioner Higgins seconded the motion and the motion passed without objection.

<table>
<thead>
<tr>
<th>Vote on Motion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member</td>
</tr>
<tr>
<td>Commissioner Higgins</td>
</tr>
<tr>
<td>Commissioner Majeska</td>
</tr>
<tr>
<td>Commissioner Tobin</td>
</tr>
<tr>
<td>Commissioner Asdourian</td>
</tr>
<tr>
<td>Chairman Gibbs</td>
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</tbody>
</table>

Motion passed 5 to 0
GENERAL MANAGER'S REPORT

CUSTOMER SERVICE
Helena Solo-Gabriele, Ph.D., Professor of Engineering at the University of Miami, gave a presentation on the results of the Florida Healthy Beaches Program’s beach management survey.

FINANCIAL REPORT
The District’s FY15 Health Insurance renewal with Florida League of Cities was presented by Connie Fazio.

Motion: Commissioner Majeska made a motion to approve the District’s Insurance renewal. Commissioner Higgins seconded the motion.

Vote on Motion

<table>
<thead>
<tr>
<th>Member</th>
<th>Yes</th>
<th>No</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner Higgins</td>
<td>X</td>
<td></td>
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<tr>
<td>Commissioner Majeska</td>
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<tr>
<td>Commissioner Tobin</td>
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</tr>
<tr>
<td>Commissioner Asdourian</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Chairman Gibbs</td>
<td>X</td>
<td></td>
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</tbody>
</table>

Motion passed 5 to 0

LEGAL COUNSEL REPORT
Ray Giglio presented the Interlocal Agreement for Distribution of FKWQIP Funding. Commissioner Tobin requested that Ray obtain confirmation that Key Colony Beach, Key West and Layton have received their expected allocations. Paul Christian reported that, pending Ray’s finding, this item will be brought back to the board on October 21st, 2014 for action.

COMMISSIONER'S ITEMS/ROUNDTABLE
Paul Christian reported to the Board that the scheduled meeting dates for November are Wednesday November 5 and Tuesday November 18 and that there would be no meeting November 11th in observation of Veterans Day.

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting at 5:15 PM.

The KLWTD meeting minutes of October 14, 2014 were approved on October 21, 2014.

Chairman Gibbs

Melissa Cornelison Deputy Clerk
Contract programming work on plant blower controls by Siemens

Summary of Discussion:

This PLC programming change will ensure that the Turblex aeration system will operate correctly both day and night. Currently every evening an operator must come to the plant and make the changes.

Reviewed / Approved
Operations: [Signature]
Administration: 
Finance: 
District Counsel: 
District Clerk: 
Engineering: 

Financial Impact
$ 8,814.00 Expense
Funding Source:
Assessment Revenue
Budgeted: Yes

Attachments
1. Memo to Board
2. Siemens Quotation

Approved By:
General Manager
Date: 10/21/14
MEMORANDUM

To: KLWTD Commissioners

From: Daniel Saus

CC: Paul Christian

Date: October 15, 2014

Re: Siemens PLC Programming Quotation

Currently at the treatment plant the influent flows vary dramatically from day to night. This is not unusual and the current Turblex blower system (now owned by Siemens) can handle the differences but it needs to have several program settings changed daily at 10:00 PM and again at 8:00 AM. The changes are required to keep the blowers from “surge tripping” due to over pressurization caused at extremely low flow conditions. This condition causes the system to shut down until a manual reset can be completed by a trained operator. In order to avoid these alarm conditions we have been changing the settings twice daily as mentioned above. This has been working well but requires an operator to come to the plant every night and manually make the changes.

The proposed programming changes will modify the program so that these setting changes will occur automatically every day at pre-selected times. This will ensure the system is always performing as needed without the requirement of an operator coming in every evening. I strongly recommend this PLC programming change be incorporated into our PLC control program so that the human element may be removed from the process. The cost for this work is $8,814.00.

connecting is an improvement in environmental balance
Field Service Estimate

<table>
<thead>
<tr>
<th>Description or Scope:</th>
<th>PLC Program Adjustment</th>
</tr>
</thead>
</table>

**Labor**

<table>
<thead>
<tr>
<th>Total Number of Days Onsite</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity of Persons</td>
<td>1</td>
</tr>
<tr>
<td>Mobilization (1 trip(s))</td>
<td>$3,500</td>
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<tr>
<td>Weekday Labor ($1312/8-hr work day)</td>
<td>$2,624</td>
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**Airfare**

<table>
<thead>
<tr>
<th>Per Diem (2 days on site including weekends, 1 travel home day)</th>
<th>$960</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfare</td>
<td>$1,380</td>
</tr>
</tbody>
</table>

**Equipment/Parts**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Part #</th>
<th>Description</th>
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<tr>
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</table>

| Toolbox Freight | $350 |

| Estimated Total for 3 unit(s) | $8,814 |

**Notes:**

- The above calculations are only estimates. The final price shall be calculated using the actual Time and Material. Time expenses shall include all project specific time at the fixed hourly rates above plus per diems in accordance with the attached Service Rate Sheet. Time shall include all time required to perform and support the project including, but not limited to, preparation, mobilization, demobilization, site specific safety training, travel, site meetings, and start up support.

- This proposal assumes that the site will provide at least one qualified helper to assist the Siemens technician.

- This proposal includes required replacement components for service. Any significant wear or abnormalities identified requiring extra labor and parts shall be billed per Siemens’ standard Service Rate Schedule. Siemens will provide an estimate of additional time and materials required. Recommended parts are returnable with 20% restocking fee. Required parts are nonreturnable.

- Pricing validity is for 30 days. Shipment is EXW Trenton, NJ, USA (Incoterms 2010). All freight costs are the responsibility of the customer including packaging, taxes, duties, customs clearance and insurance. Siemens can provide a freight estimate for prepay and add upon request.

- Attachments: Field Service Rate Sheet, Siemens Selling Policy, Mandatory Asbestos Reporting, Suggested Preventative Maintenance Schedule, Pre-Service Checklist & Mandatory Lifting Device Reporting.

**Time and Material pricing per:** Siemens FS Ratesheets for 2014 Services for USA (onshore)

**Terms and Conditions:** Siemens Demag Delaval Turbomachinery, Inc.

<table>
<thead>
<tr>
<th>840 Nottingham Way</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hamilton, NJ 08638</td>
</tr>
<tr>
<td>USA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone: 417-864-5599 / Fax: (609) 587-7790</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curtis Rogers</td>
</tr>
<tr>
<td>Timothy Ritter</td>
</tr>
<tr>
<td>9/5/2014</td>
</tr>
</tbody>
</table>

**Terms of Payment:** Net 30 Days

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

Meeting Date: October 21, 2014

Agenda Item Number: 3

Agenda Item Type: Information / Presentation
Agenda Item Scope: Review / Discussion
Recommended Action: Discussion

Department: Operations
Sponsor: Daniel Saus

Subject: Small Commercial Unique Program

Summary of Discussion:
Staff will present recommendations to assist commercial forcemain customers with their connections to the KLWTD collection system.

Reviewed / Approved
Operations: 
Administration: 
Finance: 
District Counsel: 
District Clerk: 
Engineering: 

Financial Impact
$ 245,380.00
Expense
Funding Source:
Grant(s)
Budgeted:
No

Attachments
Memorandum

Approved By: General Manager
Date: 10/17/14
MEMORANDUM

To: KLWTD Commissioners

From: Daniel Saus

CC: Paul Christian

Date: October 17, 2014

Re: Small Commercial Unique Program

Dear Chairman Gibbs, Commissioners:

Following is staff’s suggestion on how to handle the Small Commercial properties required to connect to the KLWTD Collections System via forcemain (Commercial Unique).

Program Overview: Staff recommends amending the District’s current Residential Unique Property Program with the following changes:

Recommended Eligibility for Small Commercial Participation:

- Not more than one building with not more than one connection to the forcemain.
- Total flow assignment for the property (including all tenants) cannot exceed 6.0 EDUs.
- Property Owner (not tenant) must agree to participate voluntarily

Recommended Program Requirements:

- KLWTD will retain an Easement Grant from the property owner (not the business owner or tenant). The easement will be similar to the Residential Unique Property Program Easement Grant with the addition of a section that states "should the property use changes requiring an upgrade of the pump station, the property owner is responsible for all design, permitting, and construction costs" (or similar legally sufficient wording).

- An FDEP approved pump station sized for the current use will be designed, permitted (if required), installed in the granted easement, and maintained by KLWTD.
The connection to the building plumbing will also be installed by KLWTD. A clean-out will be installed between the building and pump station which will be the demarcation line between owner and KLWTD maintenance responsibilities.

The property owner will install the required electrical service and pay the ongoing electrical cost.

The property owner will provide KLWTD with an available point of connection for the building plumbing.

KLWTD staff will meet with the property owner and agree on the location details for both the pump station and the electrical service.

The Property Owner is responsible for abandonment of any existing treatment systems, permitted or otherwise as may be required by the Department of Health.

Program costs: Each station is estimated to cost $30,672.50. The District has identified a maximum of 8 eligible properties that may qualify (pending further research and review, that number may decrease).

Accordingly, the maximum construction cost for these 8 properties would be estimated at $245,380.00.

On-going maintenance costs would be minimal because we would already have the trained staff and spare parts in place due to the residential grinder pump program.

Staff recommends an assessment differential for equipment be added to the participating properties in the amount of $7,400. This value was based on the same assessment-to-equipment cost ratio as the Residential Unique Property project.

Respectfully Submitted,

Dan Saus
Operations Manager
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: October 21, 2014
Agenda Item Type: Information / Presentation
Agenda Item Scope: Review / Discussion
Recommended Action: Action: Approval

Department: Legal
Sponsor: Ray Giglio

Subject: Interlocal Agreement for Distribution of FKWQIP Funding

Summary of Discussion:
As requested, attached to the Interlocal Agreement ("ILA") between KLWTD, Islamorada, and Marathon is Exhibit A, the Reimbursement summary as of October 2014 of the funding distribution.

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations:</td>
<td>$</td>
<td>1. FKWQIP ILA</td>
</tr>
<tr>
<td>Administration:</td>
<td>Income</td>
<td>2. Exhibit A</td>
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<tr>
<td>Finance:</td>
<td>Funding Source:</td>
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</tr>
<tr>
<td>District Counsel:</td>
<td>Assessment Revenue</td>
<td></td>
</tr>
<tr>
<td>District Clerk:</td>
<td>Budgeted:</td>
<td></td>
</tr>
<tr>
<td>Engineering:</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

Approved By: [Signature]
General Manager
Date: 10/17/14
INTERLOCAL AGREEMENT BETWEEN THE
LOCAL SPONSORS OF PROJECTS FUNDED UNDER THE
FLORIDA KEYS WATER QUALITY IMPROVEMENT PROGRAM

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into effective
this _____ day of October, 2014, by and between the following Parties (collectively, the
"Parties"), for the distribution of funding authorized and appropriated by the Congress of the
United States ("Congress"), and made available to the Parties through the United States Army
Corps of Engineers ("ACOE") for water quality improvement projects under the Florida Keys
Water Quality Improvement Program ("FKWQIP")

PARTIES:

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

KEY LARGO WASTEWATER TREATMENT DISTRICT ("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 ("Islamorada"), a municipal corporation of
the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036.

WITNESSETH:
WHEREAS, the Florida Keys National Marine Sanctuary includes 2,800 square miles of nearshore waters that are a part of a complex ecosystem that includes seagrass meadows, mangrove islands and the only living barrier coral reef in North America; and

WHEREAS, Congress has directed the ACOE to assist with implementation of infrastructure improvements in the Florida Keys to improve nearshore water quality within the Florida Keys National Marine Sanctuary; and

WHEREAS, Congress has authorized the ACOE to provide technical and financial assistance to carry out projects for the planning, design and construction of treatment facilities to improve water quality in the Florida Keys National Marine Sanctuary; and.

WHEREAS, the primary purpose of this effort is to improve water quality in the Florida Keys by implementation of several wastewater and stormwater master plans previously prepared for Monroe County and various municipalities within Monroe County; and

WHEREAS, this assistance program is known as the Florida Keys Water Quality Improvement Program ("FKWQIP"); and

WHEREAS, the three Parties named above comprise all of the Local Sponsors of water quality improvement projects in Monroe County under the FKWQIP; and

WHEREAS, the Parties are all engaged in efforts to provide centralized wastewater treatment plants and collection systems and/or to operate, upgrade, and improve existing wastewater treatment systems, to protect the fragile ecosystem of the Florida Keys and to improve water quality in the Florida Keys National Marine Sanctuary; and

WHEREAS, as shown in the "FKWQIP-Reimbursement summary as of October 2014," attached hereto as Exhibit "A," Congress has authorized $100,000,000.00 and to date allocated $44,722,336.35 ("Allocated Amount") for distribution to the Parties for water quality improvements under FKWQIP; and

WHEREAS, the Parties have agreed that any and all FKWQIP funding received from ACOE shall be distributed to the Parties as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises set forth in this Agreement, and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged by 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:

a. **ACOE** shall mean the United States Army Corps of Engineers, a U.S. federal agency under the Department of Defense, responsible for investigating, developing, and maintaining the nation's water and related environmental resources.

b. **Agreement** shall mean this Interlocal Agreement and any amendments or supplements hereto.

c. **Allocated Amount or Allocations** shall mean the amount of money provided by Congress and distributed to the Parties for water quality improvements under the FKWQIP.

d. **Appropriated Funds** shall mean the funds for FKWQIP that Congress has appropriated and made available through the ACOE to be spent by the parties on water quality improvement projects.

e. **ARRA** shall mean the American Recovery and Reinvestment Act of 2009.

f. **Authorized Officer** shall mean the Mayors of Islamorada and Marathon, and the Chairperson of the Board of the KLWTD.

g. **Effective Date** shall mean the date upon which the last signature has been affixed to this Agreement.

h. **FKWQIP** shall mean the Florida Keys Water Quality Improvement Program.

i. **Local Sponsors** shall mean individually or collectively: KLWTD, Islamorada, and Marathon.

j. **Party or Parties** shall mean the signatories to this Agreement, individually or collectively: KLWTD, Islamorada, and Marathon.

2. **RECITALS.**

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

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural, the plural shall include the singular, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

4. PURPOSE AND INTENT OF INTERLOCAL AGREEMENT

The purpose of this Agreement is to provide for the fair and equitable distribution of future FKWQIP funding to the Parties/Local Sponsors.

5. 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 Allocated Amount has been appropriated by Congress and distributed to the Parties in accordance with this Agreement and there are no additional Appropriated FKWQIP funds available to be distributed by the ACOE to the Parties; or

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

c. Any provision of this Agreement that is continuing in nature or imposes an obligation that extends beyond the expiration or termination of this Agreement shall survive its expiration or termination.

6. DISTRIBUTION SCHEDULE.

a. The Parties acknowledge that the amounts distributed to the Parties by ACOE as of October 2014 are as follows:
Table 6.a.

<table>
<thead>
<tr>
<th>Local Sponsor/Party</th>
<th>Allocation</th>
<th>Net Allocation</th>
<th>Reimbursed</th>
<th>Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Marathon</td>
<td>29,560,000</td>
<td>28,291,193</td>
<td>15,952,489.49</td>
<td>12,338,703</td>
</tr>
<tr>
<td>KLWTD</td>
<td>29,560,000</td>
<td>28,291,194</td>
<td>15,906,470.16</td>
<td>12,384,724</td>
</tr>
<tr>
<td>Islamorada, Village of Islands</td>
<td>29,560,000</td>
<td>28,291,194</td>
<td>2,008,219.70</td>
<td>26,282,974</td>
</tr>
<tr>
<td>City of Key West</td>
<td>10,320,000</td>
<td>9,875,923</td>
<td>9,875,923.00</td>
<td>0</td>
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<tr>
<td>City of Layton</td>
<td>800,000</td>
<td>782,238</td>
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<td>0</td>
</tr>
<tr>
<td>City of Key Colony Beach</td>
<td>200,000</td>
<td>196,996</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>100,000,000</strong></td>
<td><strong>95,728,738</strong></td>
<td><strong>44,722,336.35</strong></td>
<td><strong>51,006,401</strong></td>
</tr>
</tbody>
</table>

b. The Parties agree that the remaining Allocations of FKWQIP funding, over and above the Allocations shown in table 6.a., shall be distributed to the Parties in accordance with table 6.b., subject to the provisions of paragraph 6.c, 6.d, and 6.e.

Table 6.b.

<table>
<thead>
<tr>
<th>Local Sponsor/Party</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>City of Marathon</td>
<td>25%</td>
</tr>
<tr>
<td>Key Largo Wastewater Treatment District</td>
<td>25%</td>
</tr>
<tr>
<td>Islamorada, Village of Islands</td>
<td>50%</td>
</tr>
</tbody>
</table>

c. The remaining Allocations of FKWQIP funding, over and above the Allocations shown in table 6.a., shall be distributed among the Parties in accordance with table 6.b., until Islamorada is reimbursed for and made whole from the ARRA distribution that it gave up in 2010, after which time, the Parties will each receive one-third (33.3% / 33.3% / 33.3%) of the remainder of the $100 million in FKWQIP funds.
d. The Parties acknowledge and agree that Islamorada gave up a $6.6 million ARRA distribution in 2010; and that Islamorada received $1.3 million in Fiscal Year 2014, which, when deducted from the $6.6 million shortfall, leaves Islamorada with $5.3 million due from ARRA.

e. Once Islamorada is reimbursed for and made whole from the ARRA distribution that it gave up in 2010, each party shall receive one-third (33.3% / 33.3% / 33.3%) of the remainder of the $100 million in FKWQIP funds.

f. In the event that a Party is unable to utilize its allocation of FKWQIP funding in a given fiscal year and that inability to utilize funding endangers retention of the Appropriated Funds, the Parties agree to convene and collaborate on an amendment to this Agreement that is intended to ensure that those Appropriated Funds are not forfeited from the FKWQIP for that fiscal year. Any such amendment shall provide that the other Parties may request of and receive from ACOE the share of the Party that is unable to utilize its allocation, and that subsequent distributions of FKWQIP funding shall be adjusted such that each of the Parties receives the FKWQIP funding to which it is entitled to pursuant to this Agreement.

7. ADDITIONAL FKWQIP FUNDING.

a. In the event and to the extent that Congress appropriates additional FKWQIP funding for use by the Parties, any Party may request and receive additional funds from the ACOE, over and above the shares of the Appropriated Funds currently allocated to them in accordance with this Agreement.

b. In the event that a Party requests and receives additional funds from the ACOE, over and above the shares of the Appropriated Funds currently allocated to them, the Allocated Amount to which that Party is entitled shall not be changed, reduced, or otherwise affected by the receipt of those additional funds.

c. By entering into this Agreement and/or by requesting and/or receiving additional funds from the ACOE, none of the Parties is giving up its right to receive its full Allocated Amount hereunder.
8. COMMUNICATION WITH ACOE.

The parties shall transmit this Agreement to the ACOE, and shall request allocation of current and future funding in accordance herewith.

9. COMMUNICATION TO FEDERAL LEGISLATORS.

The parties shall communicate to federal legislators their intent to maximize available funding of local water quality improvement project in accordance with this Agreement, and shall support federal legislation aimed at providing additional funding.

10. RECORDS AND AUDITS.

a. The Parties agree to maintain all books, records, and documents directly pertinent to performance under this Agreement during the term of this Agreement and for a period of four (4) years after the term of this Agreement.

b. Each Party shall 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 and upon proper and reasonable notice.

c. Any of the Parties may, at its own expense, provide for an audit of the records relating to the FKWQIP funding received by the Parties in accordance herewith.

d. The Parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Parties in conjunction with this Agreement.

11. JOINT COOPERATION

(a) The Parties agree to cooperate and to take any and all necessary and appropriate actions relating to the implementation of this Agreement.
(b) Each Party shall, in a timely fashion, keep the other Parties informed of all meetings, trips, telephone calls, and developments related to this Agreement. Each Party shall provide such information with enough notice to enable the other Parties to participate in and/or attend such meetings, trips, or telephone calls, if appropriate.

12. **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.

13. **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.

14. **NON-RELIANCE BY NON-PARTIES.**

No 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.

15. **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”.
16. **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.

17. **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.

18. **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.

19. **No Personal Liability.**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of any of the Parties in his or her individual capacity, and no member, officer, agent or employee of any Party shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

20. **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.

21. 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.

22. 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.

23. SUPERCEDES OTHER AGREEMENTS.

This Agreement replaces and supersedes any and all prior and contemporaneous negotiations, discussions, and representations of the Parties. This Agreement, together with any Exhibits, is the final agreement of the Parties with respect to its subject matter. This Agreement may be modified and amended only by written instrument executed by the Parties hereto.

24. WARRANTIES, REPRESENTATIONS AND COVENANTS

The Parties and each of them warrants, represents and covenants that:

a) It has full power and authority to enter into this Agreement and to comply with the provisions hereof.

b) It is not currently the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative
regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.
c) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of its knowledge, threatened, which seeks to restrain or enjoin it from entering into or complying with this Agreement.
d) That upon signing this Agreement, its legal counsel hereby expresses the opinion, generally, that this Agreement has been duly authorized by it and shall constitute a valid and binding legal obligation enforceable in accordance with its terms upon execution by the parties, provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and the exercise of judicial discretion.

25. **SEVERABILITY.**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The Parties agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

26. **NOTICE.**

All notices, requests, and other communications which are required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or delivered personally when sent by registered or certified mail, postage pre-paid, as set forth below:
27. 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 on their behalf by their proper officers, duly authorized so to do, and have affixed their corporate seals on the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]
CITY OF MARATHON, FLORIDA

________________________
Dick Ramsay, Mayor

(SEAL)

ATTEST:

________________________
Diane Clavier, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

________________________
Lynn Dannheisser, City Attorney
KEY LARGO WASTEWATER TREATMENT DISTRICT

______________________________
Stephen Gibbs, Chairman

(SEAL)

ATTEST:

______________________________
Melissa Cornelison, Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

______________________________
Ray Giglio, General Counsel
ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA

Ted Blackburn, Mayor

(SEAL)

ATTEST:

Kelly Toth, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Roget V. Bryan, Village Attorney
## Exhibit A

**FKWQIP: Reimbursement summary as of October 2014**

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Total Allocation for FKWQIP (per IGTF)</th>
<th>Allocation thru FY 10 per PDT Process</th>
<th>Amount That Can Be Reimbursed per PPA (includes administrative cost)</th>
<th>Reimbursed to Date Congressional Add Funding</th>
<th>Reimbursed to Date ARRA Funding</th>
<th>Total Reimbursed to Date</th>
<th>Remaining to be Reimbursed</th>
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**Funding Distributed to Date: KEY LARGO**

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**TOTAL FUNDING REIMBURSED TO DATE:** $15,906,470.16
### Funding Distributed to Date: MARATHON

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### Funding Distributed to Date: Key West

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**Funding Distributed to Date: Islamorada**

**Total Funding Reimbursed to Date:** $2,908,219.70

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**Funding Distributed to Date: Key Colony Beach**

**Total Funding Reimbursed to Date:** $198,996.00

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**Funding Distributed to Date: Layton**

**Total Funding Reimbursed to Date:** $782,238.00

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

Meeting Date:
October 21, 2014

Agenda Item Type:
Information / Presentation

Agenda Item Scope:
Review / Discussion

Sponsor:
Chairman Gibbs

Subject:
Review of Hibiscus Marketing Contract

Summary of Discussion:

Reviewed / Approved
Operations: ________
Administration: ________
Finance: ________
District Counsel: ________
District Clerk: ________
Engineering: ________

Financial Impact
$ Funding Source:
Budgeted:
N/A

Attachments
Consultant Agreement

Approved By: [Signature]
General Manager
Date: 10/21/14
CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of August, 2014, by and between:

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

HAWK ASSOCIATES, INC. d/b/a HIBISCUS MARKETING ("Hibiscus"), a Florida corporation, whose address is: 227 Atlantic Blvd., Key Largo, Florida 33037.

WITNESSETH, that the District and Hibiscus agree as follows:

1. SERVICES. Hibiscus has agreed to provide to the District consultation, marketing, and public relations services, in accordance with the terms and conditions of this Agreement, and as outlined in its proposal dated July 9, 2014, a copy of which is attached hereto as Exhibit “A.” Hibiscus will focus on addressing the District’s funding disparity. In addition, Hibiscus will provide specific services requested and approved in writing by the District. Frank Hawkins will be the primary provider of services for Hibiscus. With respect to all services provided by Hibiscus, Hibiscus has agreed to and shall: work diligently to protect and promote the interests of the District at all times; act loyally and faithfully towards the District in all matters; and advise the District of all its key meetings, discussions and correspondence with representatives of government and the media concerning the District.

2. RESPONSIBILITIES OF THE DISTRICT. The District shall provide Hibiscus with all information, assistance, and materials that Hibiscus requests from time to time to facilitate the proper and timely performance of the Services. In particular (but without limitation) the District agrees to: notify Hibiscus of any inquiries related to the District from any of the media; advise Hibiscus well in advance of any major events in the District’s business or operation; permit Hibiscus (by its representatives) to attend such meetings as are reasonably necessary for Hibiscus to provide the Services described above.

3. COMPENSATION. In exchange for the services described above, the District agrees to pay Hibiscus a base rate of THREE THOUSAND ($3,000.00) DOLLARS per month. In addition, the District agrees to pay Hibiscus the following additional amounts:
   - An hourly rate of SEVENTY ($70.00) DOLLARS per hour for programming services that are necessary in order for Hibiscus to service the District’s website (http://www.klwtd.com).
   - Reasonable and necessary out-of-pocket expenses and disbursements.

4. WRITTEN APPROVAL. The total for the additional amounts charged by Hibiscus over and above the base rate shall not exceed 5% of the monthly base rate without prior written approval of the District. In addition, Hibiscus will secure advanced written
approval from the District for any single expense not originally agreed upon herein and for all design material, media events, and any other public relations or marketing initiatives before printing or scheduling.

5. **INVOICES.** Hibiscus will invoice the District on a monthly basis for services performed in the preceding month. All invoices for out-of-pocket expenses and disbursements must be supported by receipts or invoices for such expenses. All invoices for programming services must be supported by narrative time sheets listing, with respect to each block of time: the name of the person providing the services; a brief description of the services provided; the times spent, rounded up to the nearest 0.25 hour.

6. **PAYMENT OF INVOICES.** Pursuant to Sections 218.73 and 218.74 of the Local Government Prompt Payment Act, payment is due not more than 45 days after receipt of a proper invoice. Under Section 218.74, F.S., payments not made within the time specified bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

7. **DISTRICT’S REPRESENTATIVE.** The District General Manager shall be the representative who will serve as the primary contact for Hibiscus. Hibiscus shall report to this designated representative and it is through this representative that day-to-day contact with the District shall occur. The normal method of communication with the District will be by telephone or email, and the District may specify a list of email recipients to receive communication from Hibiscus. The District may change its representative by written notice to the Hibiscus. Any reference in this Agreement to the District’s “written approval” shall mean written approval by the District’s designated representative.

8. **TERM AND TERMINATION.** The term of this Agreement shall begin on August 1, 2014 and shall continue in effect for a period of SIX (6) MONTHS. For any reason, or for no reason, either party upon sixty (60) days written notice to the other party may terminate this Agreement.

9. **COMPLIANCE WITH THE LAW.** Hibiscus agrees to render services in a manner that complies with all applicable laws, rules, and regulations, including ethics laws, rules, and regulations. If Hibiscus provides lobbying services on behalf of the District, Hibiscus agrees to properly register, as a lobbyist representing the District, and to make all necessary lobbying reports to the proper authorities.

10. **POLITICAL CONTRIBUTIONS.** All of the compensation to be paid to the Hibiscus is for services to be rendered and is not paid pursuant to any agreement or understanding between the Hibiscus and the District that the Hibiscus will make any contribution to any political party, candidate, or organization.

11. **MISCELLANEOUS REPRESENTATIONS OF PARTIES.** Hibiscus’s services may include advocating the District's position before governmental agencies in the hopes
of obtaining action by the agency favorable to the District. The District understands and acknowledges that, while principals of Hibiscus may have developed positive professional relationships with governmental officials that may include the governmental officials involved in this representation, there can be no guarantee that any decisions of any governmental agency will be favorable to the District. The District further acknowledges that there have been no representations that Hibiscus or its employees can exert any undue or improper influence over any governmental agency or official. In the event the District chooses to make any political contributions, the District acknowledges that those contributions are not connected to the Hibiscus’s representation and that neither the Hibiscus nor its principals have made any representations that such contributions will affect the outcome of any governmental decision or proceeding in which Hibiscus represents the District.

12. CONFIDENTIAL INFORMATION. From time to time, the District may give Hibiscus information, either orally or in writing, and indicate that the information is confidential. Hibiscus shall protect such information, shall not disclose such information to anyone, and shall not use the information for any purpose except for rendering service to the District. All information and property records pertaining to the District are and shall remain the property of the District.

13. EXCLUSIVITY. Hibiscus agrees that it shall not represent any company or organization whose interests conflict or compete with those of the District without the District’s express prior written approval.

14. INDEPENDENT CONTRACTOR. Hibiscus agrees that it is an independent contractor. Hibiscus shall be solely responsible for the performance of its duties under this Agreement and for all withholding taxes, including all federal, state, and local taxes, and all workers' compensation insurance.

15. ASSIGNMENT. Hibiscus shall not assign its rights or obligations under this Agreement without the prior written approval of the District.

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

17. 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.

18. NOTICES. Any notice, invoice or other communication which either party is required or permitted by this Agreement to serve on the other party shall be sufficiently served if sent to the other party at its specified address as shown above (or such other address as is notified to the other party in writing) as follows:

- By hand;
- By registered or first class post or recorded delivery; or
• By fax confirmed by registered or first class post or recorded delivery.

Notices sent by registered post or recorded delivery shall be deemed to be served three (3) working days following the day of posting. Notices sent by fax shall be deemed to be served on the day of transmission if transmitted before 4.00 p.m. on a working day, but otherwise on the next following working day. In all other cases, notices are deemed to be served on the day when they are actually received.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: 
Margaret Blank, General Manager

HAWK ASSOCIATES, INC. d/b/a HIBISCUS MARKETING

By: 

Consultant Agreement
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