

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2014-132**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARATHON, KEY LARGO WASTEWATER TREATMENT DISTRICT, ISLAMORADA, VILLAGE OF ISLANDS, AND MONROE COUNTY (COLLECTIVELY, “ THE PARTIES”) FOR THE PURPOSE OF PROVIDING FOR A FAIR AND EQUITABLE DISTRIBUTION OF FUTURE FLORIDA KEYS WATER QUALITY IMPROVEMENT PROGRAM FUNDING (FKWQIP) TO THE PARTIES; PROVIDING DEFINITIONS; PROVIDING CORRECTIVE WORDS; PROVIDING FOR A DISTRIBUTION SCHEDULE, PROVIDING FOR ADDITIONAL FKWQIP FUNDING, PROVIDING FOR SEVERABILITY, PROVIDING FOR NOTICE; AND PROVIDING FOR AN EFFECTIVE DATE AND TERM**

**WHEREAS**, the Florida Keys National Marine Sanctuary includes 2,900 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**, Congress has authorized \$100,000,000.00 and to date allocated \$45,082,618.12 (“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 the attached Agreement (Exhibit “A”), and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged by the Parties, the Parties hereby agree as follows:

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The City Council hereby approves the attached Interlocal Agreement (ILA) which is attached hereto as Exhibit “A”, approving an agreement between the Parties as defined.

**Section 3.** This resolution shall take effect immediately upon the date of signature by the Mayor.

**PASSED AND APPROVED** by the City Council of the city of Marathon, Florida, this 14th day of October 2014.

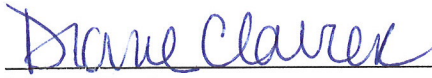
**THE CITY OF MARATHON, FLORIDA**



**Dick Ramsay, Mayor**

AYES: Keating, Bull, Bartus, Senmartin, Ramsay  
NOES: None  
ABSENT: None  
ABSTAIN: None

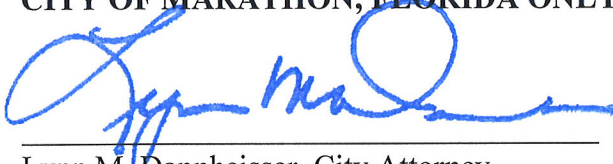
**ATTEST:**



\_\_\_\_\_  
Diane Clavier  
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE  
CITY OF MARATHON, FLORIDA ONLY:**



\_\_\_\_\_  
Lynn M. Dannheisser, City Attorney

Exhibit A

**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 31 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.

<u>Local Sponsor/Party</u>	<u>Allocation</u>	<u>Net Allocation</u>	<u>Reimbursed</u>	<u>Remaining</u>
City of Marathon	29,560,000	28,291,193	15,952,489.49	12,338,703
KLWTD	29,560,000	28,291,194	15,906,470.16	12,384,724
Islamorada, Village of Islands	29,560,000	28,291,194	2,008,219.70	26,282,974
City of Key West	10,320,000	9,875,923	9,875,923.00	0
City of Layton	800,000	782,238	782,238.00	0
City of Key Colony Beach	200,000	196,996	196,996.00	0
Total	100,000,000	95,728,738	44,722,336.35	51,006,401

- 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.

<u>Local Sponsor/Party</u>	<u>Percentage</u>
City of Marathon	25%
Key Largo Wastewater Treatment District	25%
Islamorada, Village of Islands	50%

- 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 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:

**CITY OF MARATHON:**

City Manager  
9805 Overseas Highway  
Marathon, Florida 33050

**KEY LARGO WASTEWATER**

**TREATMENT DISTRICT:**

General Manager  
PO Box 491  
Key Largo, Florida 33037

**ISLAMORADA, VILLAGE OF ISLANDS:**

Village Manager  
868000 Overseas Highway  
Islamorada, Florida 33036

**27. INTERLOCAL AGREEMENT.**

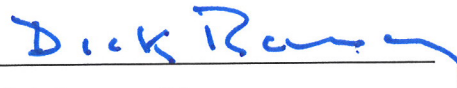
This Agreement shall constitute an inter-local agreement pursuant to Section 163.01, Florida Statutes.

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**

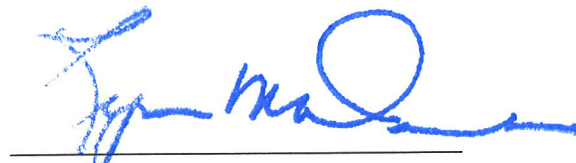
  
\_\_\_\_\_  
Dick Ramsay, Mayor

(SEAL)

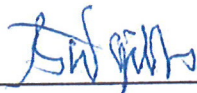
**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier, City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

  
\_\_\_\_\_  
Lynn Dannheisser, City Attorney

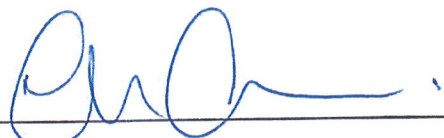
**KEY LARGO WASTEWATER  
TREATMENT DISTRICT**



Stephen Gibbs, Chairman



**ATTEST:**




Melissa Cornelison, Deputy Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**



Ray Giglio, General Counsel

**ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA**

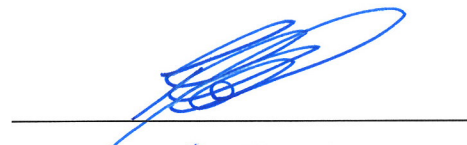
  
\_\_\_\_\_  
Ted Blackburn, Mayor

(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

Municipality	Total Allocation for FKWQIP (per IGTF)	Allocation thru FY 10 per PDT Process	Amount That Can Be Reimbursed per PPA (includes administrative cost)	Reimbursed to Date Congressional Add Funding	Reimbursed to Date ARRA Funding	Total Reimbursed to Date	Remaining to be Reimbursed
Key Colony Beach	\$ 200,000.00	\$ 200,000.00	\$ 196,996.00	\$ 196,996.00	\$ -	\$ 196,996.00	\$ -
Layton	\$ 800,000.00	\$ 800,000.00	\$ 782,238.00	\$ 782,238.00	\$ -	\$ 782,238.00	\$ -
Key West	\$ 10,320,000.00	\$ 9,947,000.00	\$ 9,875,923.00	\$ 2,504,094.63	\$ 6,692,329.06	\$ 9,875,923.00	\$ -
Islamorada	\$ 29,560,000.00	\$ 1,598,000.00	\$ 28,291,194.00	\$ 164,718.62	\$ 524,000.39	\$ 2,008,219.70	\$ 26,282,974.30
Marathon	\$ 29,560,000.00	\$ 8,450,000.00	\$ 28,291,193.00	\$ 2,896,202.18	\$ 13,056,287.31	\$ 15,952,489.49	\$ 12,338,703.51
Key Largo	\$ 29,560,000.00	\$ 7,950,000.00	\$ 28,291,194.00	\$ 2,465,600.58	\$ 13,440,869.58	\$ 15,906,470.16	\$ 12,384,723.84

Funding Distributed to Date: KEY LARGO			
Invoice # / Date Disbursed	ARRA Funding	Invoice # / Date Disbursed	Congressional Add Funding
Invoice #7 - 12/29/2009	\$ 999,532.09	Invoice #1 - 10/7/2008	\$ 45,742.00
Invoice #8 - 1/12/2010	\$ 1,303,472.88	Invoice #2 - 12/22/2008	\$ 244,588.17
Invoice #9 - 3/9/2010	\$ 2,370,037.35	Invoice #3 - 2/18/2009	\$ 322,719.67
Invoice #10 - 3/29/2010	\$ 1,399,736.16	Invoice #4 - 5/4/2009	\$ 387,124.14
Invoice #11 - 5/8/2010	\$ 1,283,086.98	Invoice #5 - 7/17/2009	\$ 453,542.98
Invoice #12 - 7/13/2010	\$ 1,067,972.45	Invoice #6 - 11/12/2009	\$ 511,883.62
Invoice #13 - 8/19/2010	\$ 1,050,000.00	Invoice #16 - 1/27/2011	\$ 500,000.00
Invoice #13 - 9/15/2010	\$ 1,030,033.17		\$ 2,465,600.58
Invoice #14 - 9/14/2010	\$ 1,218,126.78		
Invoice #15 - 9/14/2010	\$ 1,018,533.56		
Invoice #16 - 10/5/2010	\$ 196,738.81		
Invoice #16 - 10/5/2010	\$ 153,274.35		
Invoice #16 - 10/6/2010	\$ 325,325.00		
Invoice #16 - 10/7/2010	\$ 25,000.00		
	\$ 13,440,869.58		
<b>TOTAL FUNDING REIMBURSED TO DATE:</b>	<b>\$ 15,906,470.16</b>		

<b>Funding Distributed to Date: MARATHON</b>			
<b>Invoice # / Date Disbursed</b>	<b>ARRA Funding</b>	<b>Invoice # / Date Disbursed</b>	<b>Congressional Add Funding</b>
Invoice #3 - 8/19/2009	\$ 1,261,767.91	Invoice #1 - 4/3/2009	\$ 947,847.43
Invoice #4 - 9/24/2009	\$ 631,081.00	Invoice #2 - 6/24/2009	\$ 1,448,354.75
Invoice #4 - 11/12/2009	\$ 778,591.16	Invoice #12 - 1/27/2011	\$ 95,700.00
Invoice #5 - 11/12/2009	\$ 711,065.52	Centrifuge Systems - 1/27/2011	\$ 404,300.00
Invoice #6 - 12/29/2009	\$ 618,207.60		\$ 2,896,202.18
Invoice #7 - 2/8/2010	\$ 1,172,175.31		
Invoice #8 - 4/2/2010	\$ 720,335.31		
Invoice #9 - 4/28/2010	\$ 1,916,138.09		
Invoice #10 - 7/23/2010	\$ 1,467,511.11		
Invoice #11 - 7/23/2010	\$ 791,016.26		
Invoice #11 - 9/24/2010	\$ 270,516.12		
Invoice #12 - 9/24/2010	\$ 421,283.45		
Invoice #13 - 9/24/2010	\$ 1,792,999.13		
Invoice #14 - 10/5/2010	\$ 153,274.34		
Invoice #14 - 10/7/2010	\$ 325,325.00		
Invoice #14 - 10/7/2010	\$ 25,000.00		
	\$ 13,056,287.31		
<b>TOTAL FUNDING REIMBURSED TO DATE:</b>	<b>\$ 15,952,489.49</b>		

<b>Funding Distributed to Date: Key West</b>			
<b>Invoice # / Date Disbursed</b>	<b>ARRA Funding</b>	<b>Invoice # / Date Disbursed</b>	<b>Congressional Add Funding</b>
Invoice #3 - 2/8/2010	\$ 482,070.26	Invoice #1 - 6/24/2009	\$ 442,890.08
Invoice #4 - 3/9/2010	\$ 797,838.03	Invoice #2 - 2/8/2010	\$ 268,122.47
Invoice #5 - 3/29/2010	\$ 602,755.24	Invoice #10 - 9/27/2010	\$ 703,227.40
Invoice #6 - 5/7/2010	\$ 1,026,901.30	Invoice #12 - 12/16/2010	\$ 196,593.17
Invoice #7 - 7/16/2010	\$ 903,024.41	Invoice #13 - 12/16/2010	\$ 247,190.93
Invoice #8 - 7/9/2010	\$ 1,092,053.41		\$ 1,858,024.05
Invoice #9 - 7/26/2010	\$ 1,447,429.37	Invoice #14 - 3/9/2011	\$ 646,070.58
Invoice #9 - 9/24/2010	\$ 67,771.12		\$ 2,504,094.63
Invoice #10 - 9/27/2010	\$ 89,724.59		

Invoice #11 - 10/4/2010	\$ 182,761.33	FY 14 funding	
	\$ 6,692,329.06	Invoice #15 - 3/7/2014	\$679,499.31
<b>TOTAL FUNDING REIMBURSED TO DATE:</b>	<b>\$ 9,875,923.00</b>		

<b>Funding Distributed to Date: Islamorada</b>			
Invoice # / Date Disbursed	ARRA Funding	Invoice # / Date Disbursed	Congressional Add Funding
Invoice #7 - 5/19/2010	\$ 32,087.85	Invoice #1 - 9/2/2009	\$ 32,150.91
Invoice #8 - 8/5/2010	\$ 74,136.49	Invoice #4 - 11/16/2009	\$ 29,571.75
Invoice #10 - 8/12/2011	\$ 417,776.05	Invoice #5 - 1/4/2010	\$ 21,909.19
	\$ 524,000.39	Invoice #6 - 2/8/2010	\$ 21,442.23
		Invoice #7 - 6/4/2010	\$ 25,794.24
		Invoice #8 - 9/20/2010	\$ 20,680.08
		Invoice #9 - 8/16/2010	\$ 13,170.22
			\$ 164,718.62
		FY14 Funding	
		Invoice #12 - 3/31/2014	\$ 1,319,500.69
<b>TOTAL FUNDING REIMBURSED TO DATE:</b>	<b>\$ 2,008,219.70</b>		

<b>Funding Distributed to Date: Key Colony Beach</b>			
Invoice # / Date Disbursed	ARRA Funding	Invoice # / Date Disbursed	Congressional Add Funding
		Invoice #1 - final	\$ 196,996.00
<b>TOTAL FUNDING REIMBURSED TO DATE:</b>	<b>\$ 196,996.00</b>		

<b>Funding Distributed to Date: Layton</b>			
Invoice # / Date Disbursed	ARRA Funding	Invoice # / Date Disbursed	Congressional Add Funding
		Invoice #1 - final	\$ 782,238.00
<b>TOTAL FUNDING REIMBURSED TO DATE:</b>	<b>\$ 782,238.00</b>		

TOTAL REIMBURSED TO DATE: \$ 44,722,336.35