



Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: June 21, 2021
TO: Alison Smith, Executive Assistant
Planning & Environmental Resources
FROM: Sally M. Abrams, D.C.
SUBJECT: June 16th BOCC Meeting

Attached, for your handling, is J2, **Contract Amendment No. 2 to the Inter-Local Agreement (ILA) between Monroe County (County) and the City of Key West (City)** Extending the ILA through September 30, 2021 to Ensure Continued Mobile Vessel Sewage Pump Out Service to Anchored Vessels in the Key West and Stock Island Service Areas.

Should you have any questions, please feel free to contact me at extension 3550.

cc: County Attorney
Finance
File

KEY WEST
500 Whitehead Street
Key West, Florida 33040
305-294-4641

MARATHON
3117 Overseas Highway
Marathon, Florida 33050
305-289-6027

PLANTATION KEY
88820 Overseas Highway
Plantation Key, Florida 33070
305-852-7145

PK/ROTH BUILDING
50 High Point Road
Plantation Key, Florida 33070
305-852-7145

**AMENDMENT NO. 2 TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KEY WEST, FLORIDA
AND MONROE COUNTY, FLORIDA**

THIS AMENDMENT NO. 2 TO THE INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this 16th day of June 2021, between Monroe County Board of County Commissioners (hereinafter “MONROE COUNTY” or the “COUNTY”) and the City of Key West, Florida (hereinafter “CITY”).

WHEREAS, the parties entered into an Agreement on August 5, 2020, for temporary mobile vessel pumpout service for the Key West and Stock Island service area (herein “service” or “services”); and

WHEREAS, services commenced on August 27, 2020 which established a service period through February 26, 2021; and

WHEREAS, Amendment No. 1 to the Agreement was approved on February 17, 2021, to extend the Agreement through June 30, 2021 while MONROE COUNTY continued to seek a long-term vendor for mobile pumpout services in the waters of the Florida Keys; and

WHEREAS, it is deemed in the interest of the health, safety, and welfare of the general public to extend this Agreement through September 30, 2021 in order to have continued services while MONROE COUNTY continues to seek a long-term vendor for mobile pumpout services throughout waters of the Florida Keys; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned parties agree as follows:

1. The recitals contained herein are true and correct and are hereby incorporated as if fully set forth herein.
2. The Agreement between the parties is made a legally effective part of this Second Amendment, except as expressly amended under this Amendment No. 2.
3. Section 3 is hereby amended by adding the following sentence:

“This Agreement shall be extended through September 30, 2021.”
4. All of the other terms, covenants, conditions, and provision of the Agreement dated July 15, 2020, except those expressly modified and rendered inconsistent by this Agreement, remain in full force and effect and binding upon the parties.

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In Witness Whereof, the parties have executed this Amendment No. 2 to the above-referenced Agreement as indicated below.



IN MADOK, CLERK

Sally M. Madok 6/16/21
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

Michelle Coldron
Mayor Michelle Coldron

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Peter Morris
PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 6/1/21

CITY OF KEY WEST, FLORIDA

Patti McLauchlin
Patti McLauchlin, Interim City Manager

Date: 4/3/2021

(SEAL)

ATTEST: Christina Smith City Clerk

BY: Christina Smith



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

BY: George Wallace
George Wallace, Assistant City Attorney

FILED FOR RECORD
2021 JUN 21 AM 11:19
CLERK OF COUNTY, FL