

**AMENDMENT (1st AMENDMENT) TO INTER-LOCAL AGREEMENT**

THIS AMENDMENT to agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ 2010, is entered into by and between the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, and **The City of Key West**, a municipal corporation;

WHEREAS, there was an agreement entered into on October 19, 2005 between the parties, awarding \$380,000 to the City of Key West for the Smathers and Rest Beach Maintenance Services; and

WHEREAS, the agreement has an option to extend for a five year period; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

1. The agreement period as outlined in Paragraph 1 is extended to September 30, 2015.
2. The reference to the Project Manager as Roland Flowers, City Engineer, along with his contact information, contained in the second sentence of paragraph 2(a) is deleted and replaced with Greg Veliz, Director of Community Services, telephone: (305) 809-3767; email: gveliz@keywestcity.com.
3. The reference to section 286.28, Florida Statutes, contained in the first sentence of paragraph 9(a) is deleted and replaced with section 768.28, Florida Statutes.
4. The language contained in paragraph 10 is deleted in its entirety and replaced with the following:

**NON-DISCRIMINATION.** The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC § 1201), as amended from time to time,

relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

5. The contact information for written notice to the Grantee as Roland Flowers, City Engineer, along with his contact information, in paragraph 21 is deleted and replaced with Greg Veliz, Director of Community Services, P.O. Box 1409, Key West, FL, 33041.
6. The remaining provisions of the agreement dated October 19, 2005, remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

(SEAL)  
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners  
of Monroe County

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

(CORPORATE SEAL)  
Attest:

**The City of Key West**

By. \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*Cynthia L. Hall*  
\_\_\_\_\_  
CYNTHIA L. HALL  
ASSISTANT COUNTY ATTORNEY  
Date 4-29-2010