

**AMENDMENT NO. 3
TO THE INTERLOCAL AGREEMENT
BETWEEN
MONROE COUNTY
AND
THE CITY OF KEY WEST
FOR JOINT PARTICIPATION IN
GRANT AGREEMENT NO. ARS010 (17522)**

THE AGREEMENT as entered into on the 15th day of December, 2010, as amended by Amendment No. 1 on December 15, 2010 and Amendment No. 2 on May 16, 2012 by and between the **MONROE COUNTY BOARD OF COMMISSIONERS**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 (hereinafter referred to as the "**COUNTY**") and the **CITY OF KEY WEST**, whose address is 525 Angela Street, Key West, Florida 33040, (hereinafter referred to as "**CITY**") is hereby amended.

WITNESSETH

WHEREAS, the parties desire to modify this Interlocal Agreement to account for minor procedural changes; and

WHEREAS, the parties desire to extend the Agreement by ninety (90) days to allow time for submission of reports and invoices.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and CITY agree as follows:

1. This Amendment No. 3 shall be retroactive to June 30, 2012.
2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

TERM – The term of this Agreement begins on the date of execution by both parties and ends no later than September 30, 2012, unless earlier terminated or extended under the provisions of the Grant Agreement. The CITY acknowledges the COUNTY's Grant Agreement ARS010, as revised under Amendment No. 2, ends June 30, 2012. All work by the CITY under the Agreement shall be completed by September 30, 2012. All invoices and reports shall be submitted by September 30, 2012.

3. Paragraph 6 is hereby deleted in its entirety and replaced with the following:

FUNDS – CITY acknowledges and agrees that funding for its tasks under the Grant Agreement will be provided by the COUNTY on a reimbursement basis. CITY acknowledges and agrees that expended funds will be reimbursed as approved by the COUNTY and related to each individual request for reimbursement submitted to the COUNTY by the CITY. All funds shall be distributed and expended in accordance with the Grant Agreement. CITY agrees that it shall not receive advances of any type from the COUNTY. All reimbursements to CITY are dependent on approval of specific reimbursement requests submitted from the CITY to the COUNTY.

4. Paragraph 7B is hereby deleted in its entirety.
5. Paragraph 7D is hereby deleted in its entirety and replaced with the following

COUNTY shall submit all Payment or Reimbursement Requests received from the CITY to the COMMISSION, after the COUNTY has reimbursed the CITY. Upon disapproval of any part of the Payment or Reimbursement

Request by the COMMISSION of the CITY's payment documentation, the CITY shall reimburse the COUNTY for any and all funds which may be withheld by the COMMISSION.

6. Paragraph 8B is hereby deleted in its entirety and replaced with the following:

The CITY's Final Report, due September 30, 2012 to the COUNTY, will provide a final narrative detailing and evaluating the accomplishments and impact of the project. The Final Report will include an evaluation of the energy savings directly attributable to the project, projections of estimated energy savings expected to accrue from the project and policy recommendations, which may be helpful in implementing other projects of a similar nature.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS CITY OF KEY WEST
OF MONROE COUNTY, FLORIDA**

By: _____
Mayor

By: _____
Mayor Craig Cates

Date: _____

Date: _____

ATTEST: DANNY L. KOLHAGE, Clerk

ATTEST:

(Seal)

(Seal)

By: _____
Deputy Clerk

By: _____
City Clerk, Cheri Smith

Date: _____

Date: _____

Monroe County Attorney
Approved as to form:

Approved as to Form and Legal Sufficiency For The Use
And Reliance Of The City of Key West, Florida Only:

Assistant County Attorney
Date: _____

City Attorney, Shawn Smith
Date: _____