

**AMENDMENT NO. 3 TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KEY WEST, FLORIDA
AND MONROE COUNTY, FLORIDA**

THIS AMENDMENT NO. 3 TO THE INTERLOCAL AGREEMENT BY AND BETWEEN THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (“MONROE COUNTY”, “BOCC”, OR THE “COUNTY”) AND THE CITY OF KEY WEST (“CITY”), as amended, is made and entered into this 15th day of September, 2021, by and between Monroe County and the City.

WHEREAS, from 2013 through June 2020, the Monroe County BOCC provided and operated a mobile pumpout service to registered vessels in Florida Keys waters; and

WHEREAS, since June 2020, the Monroe County BOCC has established two temporary mobile pumpout services through agreement(s) with, *inter alia*, the City of Key West, for mobile vessel pumpout service(s) in, *inter alia*, Key West and Stock Island service area(s); and

WHEREAS, the City and County entered into that certain Interlocal Agreement (“ILA” or the “Agreement”) on or about August 5, 2020, for temporary mobile vessel pumpout service for the Key West and Stock Island service area(s) (hereinafter “services” or the “service”); and

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

WHEREAS, that certain Amendment No. 1 to the ILA was approved on February 17, 2021, and effectuated extension of the Agreement through and including June 30, 2021, while the Monroe County BOCC procured a vendor who would, under contract with the County, provide mobile pumpout service; and

WHEREAS, that certain Amendment No. 2 to the ILA was approved on June 16, 2021, and effectuated extension of the Agreement through and including September 30, 2021, to provide additional process time for Monroe County; and

WHEREAS, Monroe County drafted, prepared, issued, and duly advertised a revised Request for Proposals (“RFP”) in April 2021 to procure a vendor who would, under contract with the County, provide mobile pumpout service; and

WHEREAS, on June 22, 2021, the Monroe County Selection Committee for the County’s revised RFP convened and selected the sole proposal received, a proposal submitted by On the Hook Marine Services, LLC, and the Monroe County Selection Committee sitting in review of said proposal, assigned On the Hook Marine Services, LLC, a score of 120 points out of a maximum of 130 points attainable under Monroe County’s revised RFP; and

WHEREAS, in July 2021, the Florida Department of Environmental Protection (“FDEP” or “DEP”) notified the professional staff of the Monroe County Planning and Environmental Resources Department’s Marine Resources Office that FDEP (i.e., the State of Florida through the FDEP) intends to itself provide the operative mobile pumpout service in the waters of the Florida Keys, utilizing the mobile pumpout service funding that the Florida Legislature had earlier, during its 2021 legislative session, appropriated for such mobile pumpout service for state fiscal year 2021-2022; and

WHEREAS, accordingly, the FDEP is now in the process of procuring a vendor to provide the FDEP's mobile vessel pumpout service in the waters of the Florida Keys, with a tentative competitive solicitation award date anticipated to be approximately mid-October 2021; and

WHEREAS, as such, the start date of the FDEP's mobile vessel pumpout service is not known by Monroe County or the City of Key West, and will not be known by Monroe County or the City of Key West until the occurrence of the FDEP's selection and award of a contract to a vendor to provide the FDEP's mobile pumpout service; and

WHEREAS, Monroe County and the City of Key West deem that it in the interest of the public health, safety, and welfare of the residents of and visitors to Monroe County and City of Key West, to extend this ILA, as amended, through and including December 31, 2021, in order to ensure City-County coverage of an otherwise approaching gap in service while the start date of the FDEP's coming mobile pumpout service remains pending to commence; 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 by the parties herein, Monroe County and the City of Key West hereby agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.
2. The operative Interlocal Agreement between Monroe County and the City of Key West, as amended, is hereby made a legally effective part of this Third Amendment, except as expressly amended by this Amendment No. 3 to the operative ILA, as amended.
3. Section 3. of the operative ILA, as amended, is hereby amended to add the following sentence:

"This Agreement shall be extended through December 31, 2021."
4. All other terms, covenants, conditions, and provision of the operative ILA, as amended, except those expressly modified and rendered inconsistent by this third amendment to the operative Agreement, as amended, remain in full force and effect and binding upon the parties.

In Witness Whereof, the parties have executed this Amendment No. 3 to the above-referenced Interlocal Agreement, as amended, as indicated below.

(SEAL)
KEVIN MADOK, CLERK

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

As Deputy Clerk


Mayor Michelle Coldiron

CITY OF KEY WEST, FLORIDA


Patti McLaughlin, City Manager

Date: 10/7/2021

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

BY: 
TITLE: CITY ATTORNEY

(SEAL)
ATTEST:  Cheryl Smith, City Clerk
BY: _____
Clerk

**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM**


PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 9/8/21