

**AMENDMENT NO. 2
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 on December 15, 2010 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 desires to modify this Interlocal Agreement to provide for a no-cost time extension under terms set forth by the Grant Agreement ARS010.

WHEREAS, the State has provided for a no-cost time extension to the COUNTY under ARS010 (17522) under Amendment No. 2;

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

1. 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 June 30, 2012, unless earlier terminated or extended under the provisions of the Grant Agreement. The CITY acknowledges the Grant Agreement ARS010 as amended ends June 30, 2012. All work by the CITY under the Agreement shall be completed by May 15, 2012. All invoices shall be submitted by May 30, 2012.

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

The CITY's Final Report, due May 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. Pursuant to Paragraph 7B of this Agreement, 10% of the total Agreement amount will be withheld until receipt and approval of the Final Report by the COMMISSION.

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: _____
David Rice, Mayor

By: _____
Craig Cates, Mayor

Date: _____

Date: _____

ATTEST: DANNY L. KOLHAGE, Clerk

(Seal)

ATTEST:

(Seal)

By: _____
Deputy Clerk

By: _____
Cheryl Smith, City Clerk

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: _____

Shawn Smith City Attorney
Date: _____