

SECOND AMENDMENT TO CONTRACT

This Second Amendment to Contract is entered into this _____ day of _____, 2016, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and the United States of America (hereinafter "NAVY").

WITNESSETH

WHEREAS, the CITY and the NAVY entered into a Utility Service Contract on the 31st day of March, 1986, (the "Contract"), pertaining to the wastewater utility service requested by the NAVY from the CITY; and

WHEREAS, on the 2nd day of February, 1996, the NAVY exercised its option to extend the Contract for the period ending on March 30, 2006; and

WHEREAS, on the 17th day of March, 1998, the NAVY and the CITY amended the Contract with respect to matters not pertaining to the term of the Contract; and

WHEREAS, on the 30th day of March, 2006, the NAVY exercised its option to extend the Contract for the period ending on March 30, 2016; and

WHEREAS, the CITY and the NAVY desire to extend the Contract for an additional period of time.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, the CITY and the NAVY agree to modify the Contract as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;

Section 1: Paragraph II of the Contract, pertaining to "Term and Termination, is hereby deleted in its entirety and replaced with the following:

This Utility Service Contract shall continue in effect until the September 30, 2016.

Section 2: Except as modified herein, the Contract, as extended and amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Contract on the date first written above.

CITY OF KEY WEST, FLORIDA

By: _____
Jim Scholl, City Manager

ATTEST:

Cheryl Smith, City Clerk

UNITED STATES OF AMERICA

Witness

By: _____
_____, Contracting Officer

Witness