

RESOLUTION NO. 11-267

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND THE CITY OF KEY WEST, FOR JOINT PARTICIPATION IN GRANT AGREEMENT NO. ARS010"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West, in partnership with the Board of Commissioners of Monroe County, City of Marathon and Islamorada, City of Islands obtained an Energy Efficiency & Conservation Block Grant (EECBG) grant under the Florida Energy and Climate Commission Grant Agreement No. ARS010, pursuant to the American Recovery and Reinvestment Act in order to implement a comprehensive energy savings project which includes several cross-jurisdictional and individual community energy savings activities; and

WHEREAS, in Resolution No. 10-303, the City of Key West authorized an Interlocal Agreement with Monroe County for joint participation in the Grant Agreement No. ARS-010;

WHEREAS, at the request of Monroe County, the City Commission finds that certain amendments to the Interlocal Agreement are necessary to conform with requirements contained in the Grant Agreement regarding the term, funding source, reimbursement process and final reporting specifications for the EECBG grant;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached "Amendment No. 1 to the Interlocal Agreement Between Monroe County and the City of Key West, for Joint Participation in Grant Agreement No. ARS010" is hereby approved.

Section 2: That the City Manager is authorized to execute the necessary documents to enact this Amendment.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20 day of September, 2011.

Authenticated by the presiding officer and Clerk of the Commission on September 21, 2011.

Filed with the Clerk September 21, 2011.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

**AMENDMENT NO. 1
TO THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND
THE CITY OF KEY WEST, FOR JOINT PARTICIPATION IN
GRANT AGREEMENT NO. ARS010**

THE AGREEMENT as entered into on the 15th day of December, 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 COUNTY desires to modify this Interlocal Agreement to match the reimbursement terms set forth by the Grant Agreement ARS010.

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 April 30, 2012, unless earlier terminated or extended under the provisions of the Grant Agreement. The CITY acknowledges the Grant Agreement ARS010 ends March 31, 2012. All work by the CITY under the Agreement shall be completed by February 28, 2012. All invoices shall be submitted by March 15, 2012.

2. 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 as first approved by the COMMISSION; and that COUNTY is not financially responsible to CITY for funds expended by CITY which are not approved by COMMISSION. CITY acknowledges and agrees that expended funds will be reimbursed as approved by the COMMISSION 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 and as approved by the COMMISSION.

3. Paragraph 7B is hereby deleted in its entirety and replaced with the following:

CITY agrees and acknowledges that pursuant to the Grant Agreement at Paragraph 4.C., ten percent (10%) of each approved reimbursement request shall be retained by the COMMISSION pending the compliance with Section 8 of the Grant Agreement, and that this amount will not be distributed to CITY prior to being approved by the COMMISSION.

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

COUNTY shall promptly submit all Payment or Reimbursement Requests received from the CITY to the COMMISSION. Upon approval of the Payment or Reimbursement Request by the COMMISSION, the

COUNTY shall distribute the funds to the CITY for items related to the individual reimbursement request being paid by the COUNTY.

5. Paragraph 8B is hereby added:

The CITY's Final Report, due March 10, 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: _____
Heather Carruthers, Mayor

By: _____
Mayor

Date: _____

Date: _____

ATTEST: DANNY L. KOLHAGE, Clerk

(Seal)

ATTEST:

(Seal)

By: _____
Deputy Clerk

By: _____
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: _____

City Attorney
Date: _____