



**BOARD OF COUNTY COMMISSIONERS**  
Mayor Sylvia J. Murphy, District 5  
Mayor Pro Tem Heather Carruthers, District 3  
Kim Wigington, District 1  
George Neugent, District 2  
Mario Di Gennaro, District 4

**Public Works Division**  
1100 Simonton St., Rm. 2-231  
Key West, FL 33040  
305/292-4560 (phone)  
305/292-4558 (fax)



October 27, 2010

**RECEIVED**

NOV 01 2010

CITY MANAGER

Mr. Jim Scholl  
City Manager  
City of Key West  
P. O. Box 1409  
Key West, FL 33040-1409

Re: 1<sup>st</sup> Amendment to Agreement

Dear Mr. Scholl:

The above-referenced amendment to add a 240 square foot parcel for a new laundry facility at KOTS, will be placed on the November 17<sup>th</sup> County Commission agenda. In the meantime, please have the enclosed four (4) duplicate originals executed and returned to me at your earliest convenience. I will make sure the City receives a fully-executed original upon County approval and execution.

Should you have questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Beth'.

Beth Leto  
Asst. Director

**1<sup>ST</sup> AMENDMENT TO**  
**HOMELESS SAFE ZONE**  
**INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this 17<sup>th</sup> day of November, 2010 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL. 33040 (hereafter "County"), and the City of Key West, a municipal corporation of the State of Florida, whose address is 525 Angela Street, Key West, Florida 33040 (hereafter "City").

**WHEREAS**, on March 22, 2009 the City and the County entered into a Homeless Safe Zone Interlocal Agreement (hereafter "Original Agreement"); and

**WHEREAS**, the City and the County have found the Homeless Safe Zone Interlocal Agreement to be in the best interest of the public; and

**WHEREAS**, the City is requesting the use of an additional 240 square foot parcel for a new laundry facility at the Homeless Safe Zone; and

**WHEREAS**, the additional parcel is available for the requested use and the County has no objection to the request for the additional parcel;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties agree to amend the original agreement as follows:

1. Paragraph 1) of the Original Agreement is amended as follows;

1. **PROPERTY**. The County agrees to let the City have the exclusive use of that portion of the land designated "Homeless Safe Zone" as shown on Exhibit A1, hereafter "the Premises". Exhibit A1 is attached and made a part hereof.

2. All other provisions of the March 22, 2009 Original Agreement not inconsistent herewith, shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, each party has caused this 1<sup>st</sup> Amendment to Homeless Safe Zone Interlocal Agreement to be executed by its duly authorized representative.

(SEAL)

BOARD OF COUNTY COMMISSIONERS

ATTEST: DANNY L. KOLHAGE, CLERK

OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_

Deputy Clerk

By \_\_\_\_\_

Mayor/Chairman

CITY OF KEY WEST

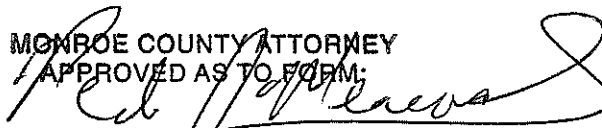
By \_\_\_\_\_

Deputy Clerk

By \_\_\_\_\_

Mayor/Chairman

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

  
\_\_\_\_\_  
PEDRO J. MERCADO  
ASSISTANT COUNTY ATTORNEY

Date 10/26/10

