

CITY OF MARATHON, FLORIDA
RESOLUTION 2011-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND MONROE COUNTY FOR JOINT PARTICIPATION IN GRANT AGREEMENT ARS010, FURTHER CLARIFYING DUE DATES AND TERMS OF REIMBURSEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State of Florida, Executive Office of the Governor, Florida Energy and Climate Commission has entered into Grant Agreement No. ARS 010 (the "Grant Agreement") with Monroe County to provide financial assistance for the Energy Efficiency and Conservation Project in which the County is the named grantee on the Grant Agreement, and the United States Department of Energy awarded funding through the American Recovery and Reinvestment Act; and

WHEREAS, the City of Marathon (the "City") and Monroe County (the "County") have entered into an interlocal agreement for joint participation in the Grant Agreement; and

WHEREAS, the City and County desire to amend the interlocal agreement to match the reimbursement terms set for by the Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Amendment No. 1 to the Interlocal Agreement between the City and the County for joint participation in Grant Agreement ARS010, a copy of which is attached hereto as Exhibit "A," is hereby approved. The City Manager is authorized to execute Amendment No. 1 and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON,
FLORIDA, THIS 27th DAY OF SEPTEMBER, 2011.

THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

AYES: Cinque, Keating, Ramsay, Worthington, Snead
NOES: None
ABSENT: None
ABSTAIN: None

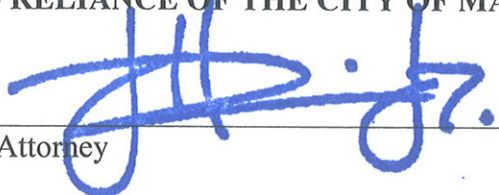
ATTEST:



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



City Attorney

**AMENDMENT NO. 1
TO THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND
THE CITY OF MARATHON, 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 MARATHON**, whose address is 9805 Overseas Highway, Marathon, Florida 33050, (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.

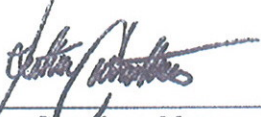
5. Paragraph 8B is hereby added:

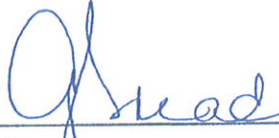
The CITY's Final Report, due March 10, 2012 to the COUNTY, will provide a final narrative detailing and evaluating the accomplishments and impact of the project. The Final Report will include an evaluation of the energy savings directly attributable to the project, projections of estimated energy savings 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.

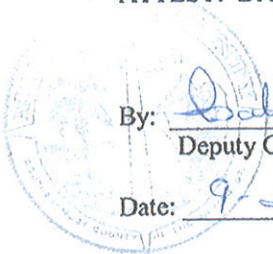
**BOARD OF COUNTY COMMISSIONERS CITY OF MARATHON
OF MONROE COUNTY, FLORIDA**

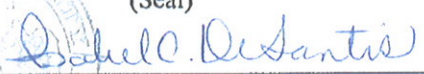
By: 
Heather Carruthers, Mayor
Date: 9-21-11

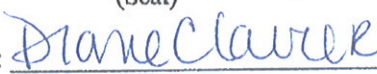
By: 
Mayor
Date: 9-28-11

ATTEST: DANNY L. KOLHAGE, Clerk

ATTEST:



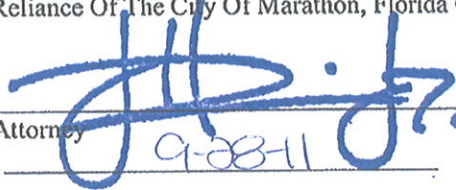
(Seal)
By: 
Deputy Clerk
Date: 9-21-11

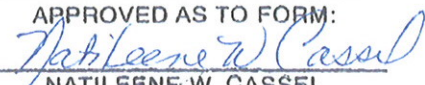
(Seal)
By: 
City Clerk
Date: 9-28-11

Monroe County Attorney
Approved as to form:

Approved as to Form and Legal Sufficiency For The Use
And Reliance Of The City Of Marathon, Florida Only:

~~_____
Assistant County Attorney
Date: _____~~


City Attorney
Date: 9-28-11

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date: 10-3-2011