

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2012-116**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING AMENDMENT NO. 3 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND MONROE COUNTY FOR JOINT PARTICIPATION IN GRANT AGREEMENT ARS010 (17522), CLARIFYING THE TERMS OF THE ENERGY GRANT AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT 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. ARS010 (17522) (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

**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 (the "Interlocal Agreement"); and

**WHEREAS**, the City and County desire to enter into Amendment No. 3 to the Interlocal Agreement to clarify the payment terms to reflect that the grant funds were distributed from the County to the City on a reimbursement basis; retainage was not withheld by the County; and the City has received full and final payment from the County.

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

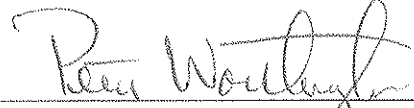
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** Amendment No. 3 to the Interlocal Agreement between the City and the County for joint participation in Grant Agreement ARS010 (17522), a copy of which is attached hereto as Exhibit "A," is hereby approved. The City Manager is authorized to execute Amendment No. 3 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 9<sup>th</sup> DAY OF OCTOBER, 2012.

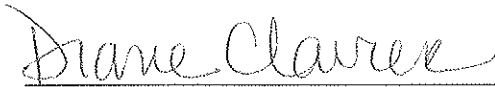
THE CITY OF MARATHON, FLORIDA



Pete Worthington, Mayor

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

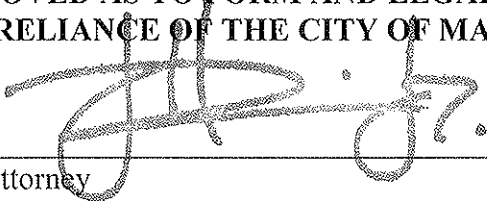
ATTEST:



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. 3  
TO THE INTERLOCAL AGREEMENT  
BETWEEN  
MONROE COUNTY AND  
THE CITY OF MARATHON, FOR JOINT PARTICIPATION IN  
GRANT AGREEMENT NO. ARS010 (17522)**

THE AGREEMENT as entered into on the 15th day of December, 2010, as amended by Amendment No. 1 on September 28, 2011 and Amendment No. 2 on May 16, 2012 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.

**WHEREAS**, the parties desire to modify the Interlocal Agreement to account for minor procedural changes; and

**WHEREAS**, the parties desire to extend the Agreement by ninety (90) days to allow for submission of invoices and reports;

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

1. This Amendment No. 3 shall be retroactive to June 30, 2012.
2. Paragraph 3 of the AGREEMENT, as amended in AMENDMENTS No.1 and 2, 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 September 30, 2012, unless earlier terminated or extended under the provisions of the Grant Agreement. The CITY acknowledges the COUNTY's Grant Agreement ARS010, as revised under Amendment No. 2, ends June 30, 2012. All work by the CITY under the Agreement shall be completed by June 30, 2012. All invoices and reports shall be submitted by September 30, 2012.

3. Paragraph 6 of the AGREEMENT, as Amended in AMENDMENT No. 1, 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. CITY acknowledges and agrees that expended funds will be reimbursed as approved by the COUNTY 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 by the CITY to the COUNTY.

4. Paragraph 7B of the AGREEMENT, as amended in AMENDMENT NO.1 , is hereby deleted in its entirety as follows:

~~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.~~

5. Paragraph 7D of the AGREEMENT, as amended in AMENDMENT No. 1, is hereby deleted in its entirety and replaced with the following

COUNTY shall submit all Payment or Reimbursement Requests received from the CITY to the COMMISSION, after the COUNTY has reimbursed the CITY. Upon disapproval of any part of the Payment or Reimbursement Request by the COMMISSION of the CITY's payment documentation, the CITY shall reimburse the COUNTY for any and all funds which may be withheld by the COMMISSION.

6. Paragraph 8B of the AGREEMENT, as amended by AMENDMENTS No. 1 and 2, is hereby deleted in its entirety and replaced with the following:

The CITY's Final Report, due September 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.

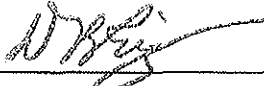
**WITNESSETH**

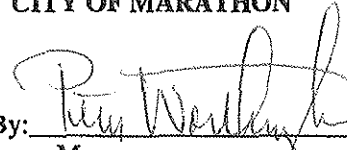
In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed the day and year last written below.

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

**CITY OF MARATHON**

By:   
Mayor

By:   
Mayor

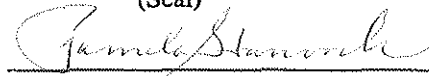
Date: October 17, 2012


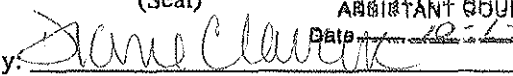
Date: 10-10-12

**ATTEST: DANNY L. KOLHAGE, Clerk  
(Seal)**

**ATTEST:  
(Seal)**

**MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:**

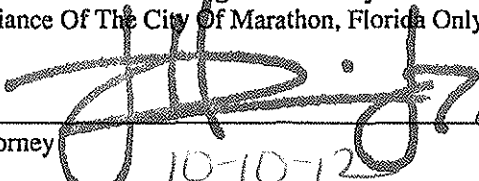
By:   
Deputy Clerk  
Date: October 17, 2012

  
NATILEENE W. CASSEL  
ASSISTANT COUNTY ATTORNEY  
Date: 10-1-2012  
By:   
City Clerk  
Date: 10-10-12

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: 10-10-12