

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 16, 2008

Division: Engineering

Bulk Item: Yes No

Department: Wastewater

Staff Contact Person/Phone #: Elizabeth Wood/292-4525

AGENDA ITEM WORDING: Authorization to execute the *Second Amendment to the Amended and Restated Inter-local Agreement (ILA)* with the *Key Largo Wastewater Treatment District* expanding the “North Components”, as defined in the ILA, to include the Key Largo Regional Wastewater Project described in Tab 1 of the April 2006 KLWTD Facilities Plan.

ITEM BACKGROUND: The April 2006 ILA states that “North Components” means the design, permitting, construction, and operation of collection systems A and D, the North Transmission Main, and the Regional Treatment Plant. The Key Largo Water Treatment District has requested that design and construction of the south transmission main be eligible for reimbursement from the up to \$20,000,000 commitment of Tax Revenues or Sales Surtax Bond Revenues.

PREVIOUS RELEVANT BOCC ACTION: Previously, the BOCC approved authorization to execute the July 20th, 2005 *First Amended and Restated Inter-local Agreement (ILA)* to clarify the source of funding and facilitate the effective administration of the transfer and reimbursement of the funds. Refer to the July 20, 2005 Agenda Item Summary for further previous BOCC action.

CONTRACT/AGREEMENT CHANGES: Clarification of “North Components” and amendment to include, in addition to the KLWTDs Collection Basins A and D, the North Transmission Line (from MM 106 to MM 100.5), and the Regional Treatment Plant located at MM 100.5, all other facilities described in the KLWTD Facilities Plan as submitted to the Florida Department of Environmental Protection, and including any amendments to the Facilities Plan. Appendix A is also amended to reflect the facilities described in the Facilities Plan.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: \$0 **BUDGETED:** Yes No

COST TO COUNTY: \$0 **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty _____ OMB/Purchasing _____ Risk Management _____

DOCUMENTATION: Included Not Required _____

DISPOSITION: _____

AGENDA ITEM # _____



Engineering Division MEMORANDUM

To: Dave Koppel, County Engineer

From: Elizabeth Wood, Sr. Administrator – Sewer Projects

Date: 1/3/2008

Re: Second Amendment to KLWTD ILA

AGENDA ITEM WORDING: Authorization to execute the *Second Amendment to the Amended and Restated Inter-local Agreement (ILA)* with the *Key Largo Wastewater Treatment District* expanding the “Project”, as defined in the ILA, to include the Key Largo Regional Wastewater Project described in Tab 1 of the April 2006 KLWTD Facilities Plan.

The Key Largo Wastewater Treatment District (KLWTD) has requested that the scope of the “Project” eligible for reimbursement from the up to \$20,000,000 in Tax Revenues or Sales Surtax Bond Revenues committed by Monroe County include all facilities described in the KLWTD Facilities Plan.

Funding sources for the KLWTD project phases was re-worked prior to issuance of the 2007 Bond because 1) KLWTD has already met the State Revolving Fund Cap and 2) the plant could not be constructed with app. \$3.2 M to be paid over 4 years.

Additionally, KLWTD has received great feedback from package plant owners along the South US1 Corridor and plans to make service available to as many package plant owners as possible (including the Murray Nelson Center).

KLWTD currently has a \$45-\$80M funding gap to complete construction of the Key Largo collection systems and reserves the right to request future grant funding as it becomes available to minimize the increase in the monthly rate that will be necessary to fund the gap.

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
INTERLOCAL AGREEMENT**

BETWEEN

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

AND

THE KEY LARGO WASTEWATER TREATMENT DISTRICT

_____, 2008

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
INTERLOCAL AGREEMENT**

THIS SECOND AMENDMENT ("AMENDMENT") TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT, dated July 20, 2005 (the "Interlocal Agreement") is entered into pursuant to section 163.01, Florida Statutes, by and between Monroe County, a political subdivision of the State of Florida (the "County"), and the Key Largo Wastewater Treatment District, an independent special district existing as a local government agency under the laws of the State of Florida (the "District"), to amend the Interlocal Agreement to amend and clarify the defined term "North Components."

WITNESSETH:

WHEREAS, on July 20, 2005, the District and the County entered into the First Amended and Restated Interlocal Agreement to advance the provision of central wastewater services to be provided in Monroe County and for the other purposes and reasons stated in the findings set forth in the Interlocal Agreement; and

WHEREAS, the District and County amended the Interlocal Agreement on August 16, 2006 (the First Amendment), to provide increased advance funding; and

WHEREAS, the County and the District have determined to amend and clarify the meaning of the defined term "North Components."

NOW, THEREFORE, in consideration of the mutual covenants herein, the Interlocal Agreement is hereby amended to read as follows:

SECTION 1. WORDS AND TERMS. The words and terms used herein shall have the same meanings as set forth in the Interlocal Agreement.

SECTION 2. NORTH COMPONENTS. The term "North Components" is clarified and amended to expressly include, in addition to the District's Collection Basins A and D, the North Transmission Line (from MM 106 to MM 100.5), and the Regional Treatment Plant located at MM 100.5, all other facilities described in the District's Facilities Plan as submitted to the Florida Department of Environmental Protection, and including any amendments to the Facilities Plan.

SECTION 3. APPENDIX A. Appendix A to the Amended and Restated Interlocal Agreement is revised to read as follows:

APPENDIX A

PROJECT DESCRIPTION

The District's North Components include a wastewater treatment plant with a design capacity of 2.25 million gallons per day average daily flow; transmission lines and collection facilities described in the KLWTD Facilities Plan and any amendments thereto. Effluent quality will meet AWT standards and effluent and sludge disposal will be accomplished consistent with applicable law.

SECTION 4. FILING AND EFFECTIVE DATE. A copy of this AMENDMENT shall be filed with the Clerk of the Circuit Court of Monroe County and this Agreement will take effect on the date such copy executed by both parties is so filed.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT to be executed on their behalf by the County Chairman and the District Chairman.

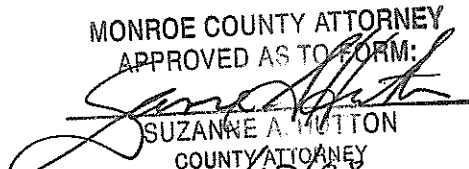
**BOARD OF COUNTY COMMISSIONERS OF
MONROE COUNTY, FLORIDA**

(SEAL)

By: _____
Mayor/Chairperson

Danny L. Kolhage, Clerk

By: _____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. MUTTON
COUNTY ATTORNEY
Date 1/6/08

**KEY LARGO WASTEWATER
TREATMENT DISTRICT**

(SEAL)

By: _____
Chairman

ATTEST:

Clerk