

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: September 19, 2007

Division: Engineering

Bulk Item: Yes  No

Department: Engineering - Wastewater

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

---

**AGENDA ITEM WORDING:** Approval to execute the First Amendment to Interlocal Agreement of Cooperation in Wastewater System Development to the September 6, 2005 ILA between Monroe County and FKAA.

---

**ITEM BACKGROUND:** Monroe County staff is pursuing borrowed funding through FDEP state revolving loan fund to take advantage of reduced interest and loan coverage requirements.

---

**PREVIOUS RELEVANT BOCC ACTION:** Approval of September 6, 2005 ILA agreement.

---

**CONTRACT/AGREEMENT CHANGES:**

---

**STAFF RECOMMENDATIONS:**

---

**TOTAL COST:** n/a

**BUDGETED:** Yes  No

**COST TO COUNTY:** \_\_\_\_\_

**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:** 9/13/2007

**Re:** “Cooperation Agreement” September 6, 2005 Base ILA

---

Following a County coordination meeting with OMB, Attorney, Administrator, and Engineering it was determined that both the FKAA and KLWTD ILAs require amendment to remove the requirement to pay the \$20M commitment from a specific revenue source. The amendment for approval allows County to pay from any available revenue source.

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
OF COOPERATION IN WASTEWATER SYSTEM  
DEVELOPMENT**

This First Amendment (“Amendment”) to an Interlocal Agreement dated as of September 6, 2005 (the “Interlocal Agreement”), is entered this 19th day of September, 2007, between Monroe County, Florida (“County”), a political subdivision of the State of Florida, and Florida Keys Aqueduct Authority (“FKAA”), an independent special district.

**WHEREAS**, on September 6, 2005, the County and FKAA executed an Interlocal Agreement agreeing to partner in the development of wastewater systems; and

**WHEREAS**, the County and the Authority desire to amend Section 2.02 of the Interlocal Agreement to clarify and broaden the sources of funds which the County may apply to satisfy its monetary commitment in the Interlocal Agreement toward the completion of wastewater projects in the Lower Keys; now therefore

**IN CONSIDERATION** of the premises and the covenants and conditions hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto amend the Interlocal Agreement as follows:

**Section 1.** Section 2.02 of the Interlocal Agreement is amended by adding the following sentence at the end of such section:

“The County and FKAA understand and agree that the County may secure state revolving loan funds from the Department of Environmental Protection or funds from any other source to meet the County’s obligation to provide funding toward the cost of acquisition, procurement, design and construction of wastewater projects in the Lower Keys pursuant to this Interlocal Agreement.”

As amended, Section 2.02 shall read in its entirety as follows:

“The County, in addition to funds obtained from state and federal sources, shall use its best efforts to obtain the funds necessary to complete all wastewater projects so that citizens do not have to pay in excess of \$4,500 per EDU in non-ad valorem special assessments. The County shall provide up to \$31,800,000 for the costs of acquisition, procurement, design, and construction of wastewater projects in the Lower Keys. County commits to full faith and diligence in working with the FKAA to provide funding to make costs of system development and connections for the Big Coppitt and all future projects reasonable to users. County shall have the responsibility of levying special assessments for wastewater projects. Lower Keys projects included under this Agreement are Big Coppitt area, Cudjoe-Sugarloaf area, and Big Pine area. Other unincorporated County projects are Duck Key and Long Key. The

County and FKAA understand and agree that the County may secure state revolving loan funds from the Department of Environmental Protection or funds from any other source lawfully available to meet the County's obligation to provide funding toward the cost of acquisition, procurement, design and construction of wastewater projects in the Lower Keys pursuant to this Interlocal Agreement."

**Section 2.** All of the terms of the September 6, 2005 Interlocal Agreement not inconsistent herewith shall remain in full force and effect.

**Section 3.** This Amendment to the Interlocal Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF,** the County and FKAA have caused this First Amendment to the Interlocal Agreement to be duly executed as of the 19<sup>th</sup> day of September, 2007.

**FLORIDA KEYS AQUEDUCT AUTHORITY  
KEY WEST, FLORIDA**

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

BY: \_\_\_\_\_  
James C. Reynolds, Executive Director

BY: \_\_\_\_\_  
Mayor Mario DiGennaro

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**ATTEST:**

**ATTEST:**

DANNY L. KOLHAGE, CLERK

BY: \_\_\_\_\_

BY: \_\_\_\_\_

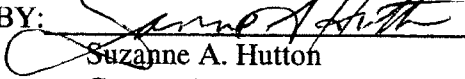
\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
Kirk C. Zuelch  
FKAA General Counsel

BY: \_\_\_\_\_  
  
Suzanne A. Hutton  
County Attorney

Date: 9/11/07

**ATTEST:**

BY: \_\_\_\_\_