

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: September 19, 2007 Division Engineering

Bulk Item: Yes  No  Department: Wastewater

Staff Contact Person: Elizabeth Wood 292-4525

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**AGENDA ITEM WORDING:** Approval to execute first amendment to the amended and restated interlocal agreement between Monroe County and the Key Largo Water Treatment District.

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**ITEM BACKGROUND:** The July 20, 2005 Interlocal Agreement identified certain sources of revenue to be used by the County to fund its \$20M commitment to the Key Largo Water Treatment District.

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**PREVIOUS RELEVANT BOCC ACTION:** Execution of July 20, 2005 ILA.

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**CONTRACT/AGREEMENT CHANGES:** The amendment states that, "County shall be entitled to fund its commitments to provide the Reimbursement Agreement to the District by using infrastructure sales surtax revenue, bonds secured by such revenue, funds received from state and federal sources (either loans or grants) or any other legally authorized source of funds."

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**STAFF RECOMMENDATIONS:** Approval as stated.

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**TOTAL COST:** \$20M **BUDGETED:** Yes NA No

**COST TO COUNTY:** \$20M **SOURCE OF FUNDS:** F304

**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:** Amendment to KLWTD ILA

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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 and is necessary to fund capital projects through a bond secured by sales tax revenue.

**FIRST 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**

\_\_\_\_\_, 2007

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

**THIS FIRST 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 public agency under the laws of the State of Florida (the "District"), to amend the Interlocal Agreement to provide for scheduled payments by the County to the District of the Reimbursement Amount and to clarify the parties intent that the County may use infrastructure sales surtax revenue, bonds secured by such revenue, funds received from state or federal sources, either loans or grants, or any other legally authorized source of funds to pay the District the Reimbursement Amount.

**WITNESSETH:**

**WHEREAS**, the District and the County entered into the 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 Interlocal Agreement identified certain sources of revenue to be used by the County to fund its commitment to the District hereunder; and

**WHEREAS**, the County and the District have determined to amend the Interlocal Agreement to provide for scheduled payments by the County to the District of the

Reimbursement Amount and to expand the sources of funds which the County is authorized to use to fund the County's commitments to the District.

**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.** Section 4.08, entitled "Reimbursements," is hereby amended to add a subsection (5) which shall read as follows:

(5) Notwithstanding the foregoing, the County and the District agree that the County shall make available for payment to the District each fiscal year, beginning with Fiscal Year 2007, the amounts identified in Appendix A to this AMENDMENT. The funds indicated in Appendix A shall be provided each fiscal year to the District at such time as the District has either (1) provided the County with documents and certifications related to the District's expenditure of all of the funds provided by the County in prior years so as to satisfy the provisions of this Section 4.08 or (2) the District has presented to the County documents and certifications sufficient to establish to the satisfaction of the County Clerk that (a) the District has entered binding agreements with third parties related to the construction of Projects contemplated in the Interlocal Agreement, (b) the District has accrued monetary obligations to pay such third parties or shall accrue such obligations in the near future and (c) the District does not possess sufficient funds to pay such obligations unless the County provides the funds contemplated hereunder. The District shall be obligated to continue to provide the County with the documents and certifications required in Section 4.08 as the District expends funds provided by the

County each year. At the sole discretion of the County Clerk, the County may refuse to provide funds to the District if the District fails to comply with Section 4.08, as amended herein.

**SECTION 3. SOURCE OF FUNDS TO PROVIDE THE REIMBURSEMENT AGREEMENT.** Notwithstanding anything in the Interlocal Agreement to the contrary, the County and District agree that the County shall be entitled to fund its commitments to provide the Reimbursement Amount to the District by using infrastructure sales surtax revenue bonds, funds received from state and federal sources (either loans or grants) or any other legally available source of funds. The District acknowledges and agrees that the County may only use public funds such as those provided to pay the Reimbursement Amount for the public interest and all terms and conditions of the Interlocal Agreement relating to the public interest shall remain in full force and effect and be binding on the District.

**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.

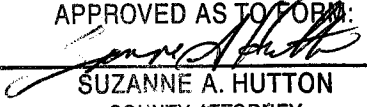
**BOARD OF COUNTY COMMISSIONERS OF  
MONROE COUNTY, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Mayor/Chairperson

Danny L. Kolhage, Clerk

By: \_\_\_\_\_  
Deputy Clerk

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
\_\_\_\_\_  
SUZANNE A. HUTTON  
COUNTY ATTORNEY  
Date 9/13/07

**KEY LARGO WASTEWATER  
TREATMENT DISTRICT**

(SEAL)

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**Appendix A**

Schedule of Payments

Fiscal Year 2007	\$2,250,000
Fiscal Year 2008	\$3,250,000
Fiscal Year 2009	\$3,250,000
Fiscal Year 2010	\$3,250,000
Fiscal Year 2011	\$4,228,572
Total	\$16,291,131

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