

**FIRST AMENDMENT TO TEMPORARY USE LEASE AGREEMENT
FOR A HOMELESS SAFE ZONE**

This FIRST AMENDMENT TO TEMPORARY USE LEASE AGREEMENT FOR A HOMELESS SAFE ZONE is made and entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, (“COUNTY”) and the CITY OF KEY WEST, a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, FL 33040, (“CITY”).

WHEREAS, on the 24th day of October, 2022, the COUNTY and the CITY entered into a two-year Temporary Use Lease Agreement for a Homeless Safe Zone (“Agreement”), in which they were joined by the Monroe County Sheriff (“SHERIFF”), with an initial term commencing on October 19, 2022, and terminating on October 18, 2024, to establish a Temporary Keys Homeless Safe Zone, while a new Keys Overnight Temporary Shelter (“KOTS”) is being built on a portion of the property where the Monroe County Detention Center and Monroe County Sheriff’s Headquarters Building is located; and

WHEREAS, the construction of the new KOTS facility will not be completed prior to the current termination date of October 18, 2024, and the CITY seeks to extend the term until May 31, 2025, to allow additional time for completion of the construction project; and

WHEREAS, Paragraph 2 of the Agreement provides that the COUNTY may extend the Agreement, in its sole discretion, depending on the status of the construction of the new KOTS facility, that the extension is in the best interest of the public, and is approved by the parties; and

WHEREAS, the SHERIFF has expressed his consent to the additional time for completion of the new KOTS facility; and

WHEREAS, the COUNTY, CITY, and SHERIFF have determined that it is in the best interest of the public to extend the term of the lease and the property is not needed for County purposes at this time; and

WHEREAS, the parties now desire to extend the term of the Agreement pending completion of the new KOTS;

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the parties agree as follows:

1. Paragraph 2, **TERM**, of the Agreement is hereby amended to reflect that upon expiration of the original term on October 18, 2024, that the term shall be extended to May 31, 2025, upon the same terms and conditions of the Agreement.

2. The effective date of this First Amendment to Agreement shall be upon the signature of the last party to this Amendment.

3. In all other respects, the Agreement dated October 24, 2022, not inconsistent herewith, shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each party has caused this First Amendment to Agreement to be executed by its duly authorized representatives.

(SEAL)

ATTEST: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

By: _____
Mayor / Chairperson

Date: _____

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 9/04/2024

(SEAL)

ATTEST: KERI O'BRIEN, CLERK

CITY OF KEY WEST

By: _____
Clerk

By: _____
Mayor Danise "Dee Dee" Henriquez

Date: _____

Reviewed for Legal Sufficiency
RE 9/4/24
Ramsay, City Attorney

ACCEPTANCE BY THIRD PARTY:

The Sheriff of Monroe County does hereby acknowledge that the Monroe County Sheriff's Office is an intended third-party to the Agreement, as amended, that he has participated in and accepts the terms of this First Amendment to Agreement

MONROE COUNTY SHERIFF'S DEPARTMENT

By: _____
Rick Ramsay, Monroe County Sheriff

Date: _____