



Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: April 17, 2026

TO: Ammie Machan, Administrative Assistant
Tourist Development Council

FROM: Liz Yongue, Deputy Clerk

SUBJECT: April 15, 2026 BOCC Meeting

The following item has been partially executed:

D13 2nd Amendment to Agreement with City of Key West for Beach Maintenance Multi-Year Agreement to incorporate Maintenance of Higgs Beach due to the conveyance of the property from Monroe County to the City of Key West.

Please send us the final version once fully executed by the City, so we can add it to our record. Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

KEY WEST
500 Whitehead Street
Key West, Florida 33040

MARATHON
3117 Overseas Highway
Marathon, Florida 33050

PLANTATION KEY
88770 Overseas Highway
Plantation Key, Florida 33070

AMENDMENT (2nd AMENDMENT) TO AGREEMENT

THIS AMENDMENT to Agreement dated this _____ day of _____ 2026, is entered into by and between the Board of County Commissioners for Monroe County (County), on behalf of the Tourist Development Council (TDC), and The City of Key West, a government agency organized and operating under the laws of the state of Florida (Grantee).

WHEREAS, there was an Agreement entered into on February 19, 2020 between the parties, awarding \$ 790,500 to Grantee for the City of Key West Beach Maintenance Multi Year Grant ("Agreement"); and

WHEREAS, there was a 1st amendment to the Agreement that extended the agreement through September 30, 2029; and

WHEREAS, the Grantee has agreed to take ownership of 2 parcels of land (RE#s 00058800-000000 and 00058790-000100) located at 1040 Atlantic Boulevard, Key West, Florida, 33040, within the city limits of Key West, Florida, commonly known as Higgs Beach under a separate Higgs Beach Conveyance Interlocal Agreement Between the City of Key West and Monroe County; and

WHEREAS, Tourist Development Tax (TDT) revenues from District I- The City Limits of Key West (DAC I) in accordance with F.S. 125.0104 and Monroe County Code Sec. 23-200 may be used to finance beach park facilities, or beach, channel, estuary, or lagoon improvement, maintenance, renourishment, restoration, and erosion control, including construction of beach groins and shoreline protection, enhancement, cleanup, or restoration of inland lakes and rivers to which there is public access as those uses relate to the physical preservation of the beach, shoreline, channel, estuary, lagoon, or inland lake or river; and

WHEREAS, the County has utilized TDT DAC I revenues to operate and maintain Higgs Beach which has been allocated for various expenses, including beach clean-up/sand renourishment at approximately \$305,815, maintenance employees' salaries at approximately \$193,917; utilities such as electric, water, sewer, and trash pickup at approximately \$108,900; pest control and other general repair, maintenance and operating expenses at approximately \$50,000; and

WHEREAS, the County desires to extend the same funding for the operation and maintenance of Higgs Beach to the City of Key West;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amend Agreement as follows:

1. Exhibit A shall be replaced with the revised Exhibit A to add Higgs Beach.

2. Paragraph 2 of the 1st Amendment of the agreement shall be revised to read as follows to include additional funding for Higgs Beach:

AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed amount listed below per fiscal year, for materials and services used to improve the property.

Add to FY2026- May 1, 2026— September 30, 2026 an additional amount of \$293,767.39

Year 3 FY2027 October 1, 2026— September 30, 2027 \$1,640,000.

Year 4 FY2028 October 1, 2027— September 30, 2028 \$1,705,000

Year 5 FY2029 October 1, 2028— September 30, 2029 \$1,775,000

The above amounts include the additional funding for Higgs Beach based upon the County's prior funding in the amount of approximately \$658,632 for FY 27. Reimbursement request must show that Grantee has paid in full for materials and services relating to the project prior to seeking the 100% (one hundred percent) reimbursement from Grantor. Payment request will be submitted quarterly in an amount not to exceed the total amount listed for each Fiscal Year. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon annual appropriation by the BOCC.

3. The remaining provisions of the Agreement dated February 19, 2020, as amended by the 1st amendment to the agreement dated April 17, 2024, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first

above written.



KEVIN MADOK, CLERK

Kevin Madok

As Deputy Clerk

The City of Key West

Attest: City Clerk

By _____

Board of County Commissioners
of Monroe County

Michelle L. Jones

Mayor

By _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Christine Lambert-Barb
CHRISTINE LAMBERT-BARB
SR ASSISTANT COUNTY ATTORNEY
DATE 4/15/26

NAME OF ENTITY: City of Key West

NAME OF PROJECT: City of Key West Beach Maintenance Multi Year

NUMBER OF SEGMENTS TO PROJECT: 1

Note: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.

<p>Segment #: <u>1</u></p> <p><u>Description:</u> Materials, equipment and labor required to:</p> <ul style="list-style-type: none"> • Provide daily (approx. 365 times/year) beach cleaning/maintenance at Smathers Beach* • Provide daily (approx. 365 times/year) beach cleaning/maintenance at Higgs Beach** • Provide beach cleaning/maintenance approx. 52 times/year at Rest Beach* • Provide seaweed disposal (disposal only approx. 120 times/year) at South Beach <p>* Beach cleaning/maintenance includes but is not limited to: Trash and debris removal, sweeping of walkovers, management of environmental hazards, erosion control and beach repair, coordination of all activities with the Florida Department of Environmental Protection, and notices to appropriate state agencies regarding any sea turtle nesting activity. Provide seaweed cleanup from below the high water mark and around the groins for both beaches and disposal of the seaweed.</p> <p>**Beach clean up/sand renourishment, maintenance & maintenance staff costs, utilities such as electric, water, sewer, trash pickup, pest control, general repair and maintenance and operating expenses (Beach restroom supplies).</p>	<p><u>Total Cost:</u></p> <p>Year 1 FY2025 \$ 865,000.00 Year 2 FY2026 \$ 1,193,767.39 Year 3 FY2027 \$ 1,640,000 Year 4 FY2028 \$ 1,705,000 Year 5 FY2029 \$ 1,775,000</p> <p>In-Kind: No in-kind will be used towards reimbursement of this project.</p>	<p><u>TDC portion:</u></p> <p>Year 1 FY2025 \$ 865,000.00 Year 2 FY2026 \$ 1,193,767.39 Year 3 FY2027 \$ 1,640,000 Year 4 FY2028 \$ 1,705,000 Year 5 FY2029 \$ 1,775,000</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2nd REVISED EXHIBIT A

(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Risk Management 20 N. Orange Ave., Suite 500 Orlando FL 32801	CONTACT NAME: Jenna Jennings PHONE (A/C. No. Ext): 4074452414 E-MAIL ADDRESS: jenna.jennings@wrmlc.com		FAX (A/C. No.): 407-445-2868
	INSURER(S) AFFORDING COVERAGE		
INSURED City of Key West 1300 White Street Key West FL 33040	INSURER A: Public Risk Management of FL (NAIC # 11111	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 146920119

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PRM025-012A-073	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ SELF INS. RETENTION \$ 100,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> APD <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PRM025-012A-073	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SELF INS. RETENTION \$ 25,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PRM025-012A-073	10/1/2025	10/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER SIR \$325,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Key West Coffee Butler Ampitheater Enhancements Ph 3

With respects to the listed coverage held by the named insured, as evidence of insurance.

APPROVED BY RISK MANAGEMENT

BY Gaelan JonesDATE 1.15.26WAIVER N/A YES **CERTIFICATE HOLDER****CANCELLATION**

Monroe County Board of County Commissioners c/o Risk Management & Monroe County TDC
 P.O. Box 1026
 Key West FL 33041

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A. Cov

© 1988-2015 ACORD CORPORATION. All rights reserved.