

**HAWK MISSILE SITE/HIGGS BEACH  
1<sup>ST</sup> AMENDMENT TO INTERLOCAL AGREEMENT**

**THIS 1<sup>ST</sup> AMENDMENT TO INTERLOCAL AGREEMENT** (“1<sup>st</sup> Amendment”) 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, Florida 33040 (the “City”).

**WHEREAS**, on March 7, 2023, the Key West City Commission (“Commission”) met at its regularly scheduled board meeting and approved the HAWK Missile Site/Higgs Beach Interlocal Agreement (Attachment A) ; and

**WHEREAS**, during the meeting, the County requested that the Commission consider several revisions to the ILA; and

**WHEREAS**, among the revisions requested by the County and approved and incorporated in the ILA by the Commission was with regards to the relocation of the Nondirectional Beacon (“NDB”) and the construction of the recreational field; and

**WHEREAS**, given the fact that the County would need to work with and obtain approval from various federal agencies in order to relocate the NDB and obtain possession of the NDB site before the County could construct the recreational field, the County requested a total of 4 years to complete the task rather than 2 years provided for in the ILA; and

**WHEREAS**, the Commission granted the request; and

**WHEREAS**, article 11 of Exhibit “B” to the ILA was appropriately revised to reflect a time period of 4 years to complete the task; and

**WHEREAS**, for purposes of consistency and to effect the intent of the approved request, article 12 should also be revised to reflect a 4-year time period.

**NOW, THEREFORE IT IS AGREED:**

**SECTION 1.** Article 12 of Exhibit “B: to the ILA is hereby amended to read:

12. If COUNTY is not able to perform the obligations regarding an open recreational field as contained in this Agreement within **four (4)** years, COUNTY shall pay CITY a sum of Two Million Dollars (\$2,000,000.00) as liquidated damages unless an extension is agreed upon by COUNTY and CITY. If an extension is granted, the liquidated damages

shall survive the extension and be applicable at the expiration of such an extension.

**SECTION 2.** This 1<sup>st</sup> Amendment shall become effective upon its execution by both parties.

**SECTION 3.** Except as set forth in section 1 and 2 of this 1st Amendment, in all other respects, the terms and conditions of the original ILA remain in full force and effect.

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

(SEAL)  
ATTEST: KEVIN MADOK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Mayor

Reviewed and approved for Legal Sufficiency:

By: \_\_\_\_\_  
Pedro Mercado, Senior Assistant County Attorney

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(SEAL)  
ATTEST: KERI O'BRIEN

CITY COMMISSION  
CITY OF KEY WEST

By: \_\_\_\_\_  
As City Clerk

By: \_\_\_\_\_  
Danise Henriquez, Mayor

Reviewed and approved for Legal Sufficiency:

By: \_\_\_\_\_  
Ronald Ramsingh, City Attorney