

AMENDMENT (1st AMENDMENT) TO AGREEMENT

THIS AMENDMENT to Agreement dated this ____ day of _____ 2024, is entered into by and between the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, 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, within the Agreement is an option to extend the Agreement for one additional five-year period with negotiated compensation; and

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

1. Paragraph 1 of the agreement shall be revised to read as follows: This Agreement is for the period of **September 30, 2019 to September 30, 2029**. This Agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 of the original Agreement dated February 19, 2020.

2. Paragraph 3 of the agreement shall be revised to read as follows: 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.

Year 1	FY2025	October 1, 2024 – September 30, 2025	\$ 865,000.00
Year 2	FY2026	October 1, 2025 – September 30, 2026	\$ 900,000.00
Year 3	FY2027	October 1, 2026 – September 30, 2027	\$ 935,000.00
Year 4	FY2028	October 1, 2027 – September 30, 2028	\$ 970,000.00
Year 5	FY2029	October 1, 2028 – September 30, 2029	\$1,005,000.00

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 an annual appropriation by the BOCC.

3. Exhibit A shall be amended with revised compensation as attached hereto

4. Any references to termination date and submission of invoices shall be revised to read September 30, 2029.

5. The remaining provisions of the Agreement dated February 19, 2020 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.

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

As Deputy Clerk

Mayor/Chairman

The City of Key West

Attest:

By. _____
City Clerk

By _____
Mayor

Print Name

Print Name

Date: _____

Date: _____

RR

REVISED EXHIBIT A

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 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>(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)</p>	<p><u>Total Cost:</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>Year 1 FY2025</td><td style="text-align: right;">\$ 865,000.00</td></tr> <tr><td>Year 2 FY2026</td><td style="text-align: right;">\$ 900,000.00</td></tr> <tr><td>Year 3 FY2027</td><td style="text-align: right;">\$ 935,000.00</td></tr> <tr><td>Year 4 FY2028</td><td style="text-align: right;">\$ 970,000.00</td></tr> <tr><td>Year 5 FY2029</td><td style="text-align: right;">\$1,005,000.00</td></tr> </table> <p><u>In-Kind:</u> No in-kind will be used towards reimbursement of this project.</p>	Year 1 FY2025	\$ 865,000.00	Year 2 FY2026	\$ 900,000.00	Year 3 FY2027	\$ 935,000.00	Year 4 FY2028	\$ 970,000.00	Year 5 FY2029	\$1,005,000.00	<p><u>TDC portion:</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>Year 1 FY2025</td><td style="text-align: right;">\$ 865,000.00</td></tr> <tr><td>Year 2 FY2026</td><td style="text-align: right;">\$ 900,000.00</td></tr> <tr><td>Year 3 FY2027</td><td style="text-align: right;">\$ 935,000.00</td></tr> <tr><td>Year 4 FY2028</td><td style="text-align: right;">\$ 970,000.00</td></tr> <tr><td>Year 5 FY2029</td><td style="text-align: right;">\$1,005,000.00</td></tr> </table>	Year 1 FY2025	\$ 865,000.00	Year 2 FY2026	\$ 900,000.00	Year 3 FY2027	\$ 935,000.00	Year 4 FY2028	\$ 970,000.00	Year 5 FY2029	\$1,005,000.00
Year 1 FY2025	\$ 865,000.00																					
Year 2 FY2026	\$ 900,000.00																					
Year 3 FY2027	\$ 935,000.00																					
Year 4 FY2028	\$ 970,000.00																					
Year 5 FY2029	\$1,005,000.00																					
Year 1 FY2025	\$ 865,000.00																					
Year 2 FY2026	\$ 900,000.00																					
Year 3 FY2027	\$ 935,000.00																					
Year 4 FY2028	\$ 970,000.00																					
Year 5 FY2029	\$1,005,000.00																					