

## **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 1<sup>st</sup> 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 1<sup>st</sup> 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.

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 1<sup>st</sup> 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.

**(SEAL)**  
**Commissioners**  
**Attest: KEVIN MADOK, CLERK**

**Board of County**  
**of Monroe County**

\_\_\_\_\_  
**As Deputy Clerk** **Mayor**

**The City of Key West**  
**Attest: City Clerk**

By \_\_\_\_\_  
**By** \_\_\_\_\_  
**City Clerk** **Mayor**

---

**Print Name**

**Print Name**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Insert New Exhibit A