

RESOLUTION NO. 24-043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "AMENDMENT (1ST AMENDMENT) TO AGREEMENT" TO THE "GRANT AWARD AGREEMENT" FOR THE CITY OF KEY WEST BEACH MAINTENANCE MULTI YEAR GRANT PROJECT, ID# 2324, WITH THE BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY (BOCC) ON BEHALF OF THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL (TDC) TO EXTEND THE AGREEMENT FOR A FIVE (5) YEAR PERIOD TO SEPTEMBER 30, 2029; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 20-020 the City entered into a Grant Award agreement with the BOCC on behalf of the TDC, which included an option to extend the Interlocal Agreement for a five-year period; and

WHEREAS, the City Commission finds that it is in the best interests of the citizens and visitors of Key West, to extend the Interlocal Agreement for an additional five-year period, with increases to annual funding as set forth in the negotiated Amendment to Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached "Amendment (1st Amendment) to Agreement" to Grant Award Agreement (ID# 2324) with the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, for City of Key West Beach Maintenance, to extend the agreement through September 30, 2029 is hereby approved.

Section 2: That annual funding increases are hereby authorized and accepted, and necessary budget amendments or adjustments to accept the annual grant funding are hereby authorized.

Section 3: That the Mayor is authorized to execute the Grant Agreement upon consent of the City Attorney.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission. Passed and adopted by the City Commission at a meeting held this 14th day of March, 2024.

Authenticated by the Presiding Officer and Clerk of the Commission on 14th day of March, 2024.


Filed with the Clerk on March 14, 2024.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



TERI JOHNSTON, MAYOR

ATTEST:




KERI O'BRIEN, CITY CLERK



MEMORANDUM

Date: March 14, 2024

To: Honorable Mayor and Commissioners

Via: Albert P. Childress 
City Manager

From: Carolyn Sheldon
Senior Grants Administrator

Subject: 24-5520 Approving the attached "Amendment (1st Amendment) to Agreement"

Introduction

The City Manager’s Office requests approval of the attached "Amendment (1st Amendment) to Agreement" with the Board of County Commissioners for Monroe County on behalf of the Tourist Development Council (TDC) for the City of Key West Beach Maintenance Multi Grant Project ID# 2324 to exercise an option to extend the Agreement for one additional five-year period to September 30, 2029 with increases to annual funding as negotiated. Authorizing any necessary budget transfers or amendments. Authorizing the Mayor to execute necessary documents upon advice and consent of the City Attorney.

Background

Funding for this agreement is through TDC bricks and mortar capital funding. The first five years of this agreement, beginning October 1, 2019 and ending September 30, 2024, provides \$790,500.00 per fiscal year for beach maintenance at Smathers Beach, Rest Beach, and South Beach (Resolution 20-020, January 22, 2020). Within the Agreement is one option to extend for an additional five-year period, beginning October 1, 2024 and ending September 30, 2029. Compensation for the additional term may be negotiated prior to the approval of the extension.

Procurement

With the approval of the 1st Amendment to Contract ID# 2324, the compensation amount will increase from \$790,500.00 to the following per fiscal year:

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	<u>\$1,005,000.00</u>
Total			\$4,675,000.00

Revenue Account #0010000 3377001. Expense Account #0017201 5723400.

Recommendation

The City Manager's Office recommends the City Commission approve the attached " Amendment (1st Amendment) to Agreement" with the Board of County Commissioners for Monroe County on behalf of the Tourist Development Council (TDC) for the City of Key West Beach Maintenance Multi Grant Project ID# 2324 to exercise an option to extend the Agreement for one additional five-year period to September 30, 2029 with increases to annual funding as negotiated.

AMENDMENT (1st AMENDMENT) TO AGREEMENT

THIS AMENDMENT to Agreement dated this 17th day of April 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

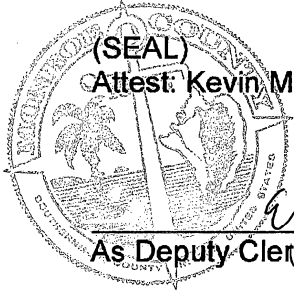
Reimbursement request must show that Grantee has paid in full for materials and services relating to the project prior to seeking the 100% (one hundred percent) reimbursement from Grantor. Payment request will be submitted quarterly in an amount not to exceed the total amount listed for each Fiscal Year. 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

As Deputy Clerk

[Handwritten signature]

Board of County Commissioners
of Monroe County

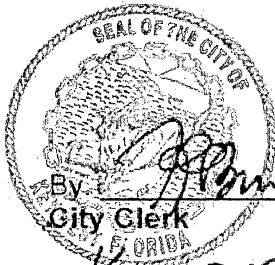
[Handwritten signature]

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Handwritten signature]
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 3/22/24

The City of Key West

Attest:



By
City Clerk

[Handwritten signature]

Print Name

Date:

3/14/2024

By
Mayor

[Handwritten signature]

[Handwritten signature]

Print Name

Date:

3/14/24

RR

FILED FOR RECORD
2024 APR 25 PM 2:42
CLK. CIR. CL.
MONROE COUNTY, FLA.

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 IDC 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 IDC reimbursement – see contract paragraph 2)</p>	<p>Total Cost:</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>Year 1</td><td>FY2025 \$</td><td style="text-align: right;">865,000.00</td></tr> <tr><td>Year 2</td><td>FY2026 \$</td><td style="text-align: right;">900,000.00</td></tr> <tr><td>Year 3</td><td>FY2027 \$</td><td style="text-align: right;">935,000.00</td></tr> <tr><td>Year 4</td><td>FY2028 \$</td><td style="text-align: right;">970,000.00</td></tr> <tr><td>Year 5</td><td>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	<p>IDC portion:</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>Year 1</td><td>FY2025 \$</td><td style="text-align: right;">865,000.00</td></tr> <tr><td>Year 2</td><td>FY2026 \$</td><td style="text-align: right;">900,000.00</td></tr> <tr><td>Year 3</td><td>FY2027 \$</td><td style="text-align: right;">935,000.00</td></tr> <tr><td>Year 4</td><td>FY2028 \$</td><td style="text-align: right;">970,000.00</td></tr> <tr><td>Year 5</td><td>FY2029 \$</td><td style="text-align: right;">\$1,005,000.00</td></tr> </table> <p>In-Kind: 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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2023

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: 2080119769

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:			PRM023-010-073	10/1/2023	10/1/2024	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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> APD			PRM023-010-073	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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	PRM023-010-073	10/1/2023	10/1/2024	PER STATUTE 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: City of Key West Beach Maintenance Multi Year FY 2022 Capital Project Funding - Beach Cleaning [Contract ID # 2324]

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

Per the Attorney General's Opinion, as Per FL Statute 768.28, governmental entities may not add another party as an additional insured.

APPROVED BY RISK MANAGEMENT

BY 

4.4.24

DATE

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 ... THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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