

This Instrument Prepared By:
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Assistant County Attorney
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**FIRST AMENDMENT TO KEYS OVERNIGHT TEMPORARY
SHELTER (KOTS) AND ESSENTIAL GOVERNMENTAL EMPLOYEE
HOUSING INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (“Amendment”) is made and entered into this ____ day of August, 2026, by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, (“COUNTY”), and CITY OF KEY WEST, a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, Florida 33040 (“CITY”).

WITNESSETH

WHEREAS, the parties entered into an Interlocal Agreement (ILA) on October 21, 2019, that allowed CITY to use a portion of the COUNTY’s Premises as a homeless persons safe zone commonly referred to as KOTS until such time as the City can formally accept conveyance of that portion of property from the COUNTY in exchange for a conveyance of the Trumbo property to the COUNTY for use as an affordable housing site for Sheriff’s office and other public employees; and

WHEREAS, the Trumbo property is currently used as an affordable housing site for Sheriff’s office and other public employees with a one-story non-residential building containing approximately 897 sq. ft. for incidental uses; and

WHEREAS, the ILA is valid and in good-standing, however, the Key West Police Department (KWPD) has requested use of the one-story non-residential building on the Trumbo property to support the KWPD Marine Unit; and

WHEREAS, the parties desire to enter into this First Amendment to the Interlocal Agreement to include additional permitted uses of the Project to allow Key West Police Department’s requested use.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. The recitals contained herein are true and correct and incorporated herein by reference.
2. The ILA dated October 21, 2019, is hereby amended as follows:

3. SEQUENCE OF ACTIONS

A. Within 90 days of the effective date of this agreement, the CITY shall deed the Trumbo Property to the County free of all liens and encumbrances, in a form acceptable to the County Attorney. The deed shall contain a reversionary clause in favor of the City should the County abandon its intended use as affordable housing for the Sheriff and other public employees. The City's failure to convey the Trumbo property within 90 days of the effective date of this agreement shall render the agreement void at the discretion of County. Prior to the conveyance the City shall record a Declaration of Restriction restricting the use of the property, in perpetuity, to workforce affordable housing as defined in Section 122-1465 through 122-1472 of the Land Development Regulation of the City.

i. The creation of a one-story non-residential building on the Trumbo property, nor the non-residential use of such building, shall not trigger the reversionary clause, provided such building and its use are in accordance with the ground lease and deed restriction. Except as expressly modified by this Amendment, all terms and conditions of the Interlocal Agreement remain in full force and effect, binding upon the parties.

3. Each party agrees that they have the authority to sign this Agreement on behalf of each party and represents and warrants that such person has the full right and authority to enter into this Agreement on behalf of such party and to fully bind such party to the terms and obligations of this Agreement.

(The remainder of this page intentionally left blank. Signatures to follow.)

IN WITNESS WHEREOF, the undersigned executed this First Amendment to Interlocal Agreement this __ day of _____, 2026.

MONROE COUNTY:

(SEAL)

ATTEST: KEVIN MADOK,
CLERK OF MONROE COUNTY, FLORIDA

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____

By: _____

Date: _____, 2026

Date: _____, 2026

CITY OF KEY WEST:

(SEAL)

ATTEST:

CITY OF KEY WEST

Keri O'Brien
City Clerk
Date: _____, 2026

Mayor Danise Henriquez
Date: _____, 2026

ACCEPTANCE BY THIRD PARTY BENEFICIARY:

The Sheriff of Monroe County does hereby acknowledge that the Monroe County Sheriff's Office is an intended third-party beneficiary of this Agreement, that he has participated in and accepts the terms of this Amendment.

Monroe County Sheriff's Office

By: _____
Date: _____, 2026

Monroe County Sheriff's Office
Approved as to form

Date: _____, 2026
Patrick J. McCullah
General Counsel