Key West Committee for Safer, Cleaner Ships

July 15, 2025

Conflicts of Interest regarding Mote Marine and Testing for Water Quality Violations Caused by Cruise Ships in Key West

1. **History:**

- The City is required under its Chapter 80 ("Cruise Ship Regulations") to perform monitoring of water quality violations caused by cruise ships in Key West's waterways.
- The City previously performed this monitoring through its partnership with the College of the Florida Keys. In 2023-24, the College documented 32 specific violations of state and federal statutes regarding turbidity (a water-quality indicator and a pollutant) that were associated with cruise ships docking at Pier B. These violations were identified by monitoring equipment attached to the City's "Yellowman" property. These violations were reported to the City in November 2024.
- The City's water-quality partnership with the College ended on February 4, 2025. On this date, the Commission voted to accept bids from other potential water-quality monitoring providers through an RFP process. The Commission also voted to remove College monitoring equipment from the City's "Yellowman" property.
- At its June 4 meeting, City Commissioners raised concerns that the RFP did not comply with Chapter 80's requirements. City staff responded that Chapter 80's requirements would be made part of any contract for water-quality monitoring resulting from the RFP. City staff identified Mote Marine as the top-ranked respondent to the RFP. City staff recommended holding a future public meeting to interview RFP respondents and discuss conflicts-of-interest raised by Commissioners and members of the public. The conflicts raised concern Mote Marine and its financial relationships with Pier B Development Corporation and its owner, Mark Walsh.

2. Summary of Primary Conflict of Interest: Mote Marine's Financial Interest in the Pier B Cruiseport:

- The City is required under its Chapter 80 ("Cruise Ship Regulations") to perform monitoring of water quality violations caused by cruise ships in Key West's waterways.
- There is only one cruise-ship facility in operation in Key West's waterways. This is the Pier B Cruiseport, operated by Pier B Development Corporation through contracts with the State of Florida and United States of America.
- Pier B's contracts with governments include a State lease agreement which authorizes Pier B's operation of the cruise facility. This authorization may be terminated for violations of law, including violations of state or federal water-quality standards caused by Pier B.
- Pier B's lease agreement with the State of Florida requires Pier B to make an annual payment of $50,000 to Mote Marine. Over the life of the contract (25 years), Pier B's total payments to Mote Marine will be $1,250,000.

The above facts demonstrate that (1) Mote Marine has a direct financial interest in Pier B's cruise facility; and (2) this financial interest could be harmed if water-quality violations are identified, since such violations are grounds for termination of the lease. Thus, monitoring by Mote Marine to identify water-quality violations caused by cruise ships in Key West's waterways would conflict with Mote's financial interest in the Pier B cruise facility.

3. **Additional Conflicts of Interest:**

- Pier B Development Corporation is owned by Mark Walsh. Walsh is also the owner of Marrkey LLC and Key Largo Bay Beach LLC. Through these entities, Walsh is the owner of the land occupied by Mote Marine's Key Largo laboratory. This Mote lab is part of the Reefhouse Resort & Marina, operated by Opal Collection, which is also owned by Walsh.
- Mote Marine and Opal Collection describe each other as "partners" on their respective websites. These sites describe donations from Opal Collection to Mote Marine and revenue streams that Mote receives from Opal through merchandising arrangements.
- In 2022, Mote Marine announced it had received a $1.5 million pledge from Walsh. Walsh confirmed this $1.5 million pledge in writing to the Key West City Commission in 2023. This letter opposed the City's Water Quality Monitoring Program and indicated that Pier B was the source of the funds pledged to Mote.

The above facts demonstrate that Pier B's owner, Mark Walsh, is also (1) Mote Marine's landlord; (2) a business partner of Mote Marine; and (3) a major donor to Mote Marine. The relationships between Mote Marine and entities controlled by Mark Walsh provide Mote with significant financial benefits. Thus, monitoring to identify water-quality violations caused by cruise ships in Key West's waterways would conflict with Mote's financial relationships with Mark Walsh, the owner of Pier B.

4. **Mote's failure to disclose these conflicts in its response to the RFP**

    - The RFP states that respondents "shall provide a disclosure of all work for other clients that may be affected by work on the proposed contract to avoid a potential conflict of interest."

Mote Marine did not disclose its direct financial interest in the Pier B Cruiseport nor its other financial relationships with Pier B's owner, despite the RFP's expansive requirement that respondents "shall" disclose work for other clients that "may" be affected to avoid a "potential" conflict of interest.

Supporting documents are attached:

), 1999. This permit authorized the pier expansion.

SPECIAL LEASE CONDITION(S)

1. Fueling facilities, including fuel storage or fuel pumping devices, shall be prohibited on overwater structures within that portion of the leased premises identified as Cruiseport (2A).

2. During the term of this lease and all subsequent renewal terms, Lessee shall maintain permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street - 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

3. On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the lease premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

4. The terms and conditions herein, including those related to assessment of lease fees, may be reviewed at any time during the term of this lease as deemed necessary by the Lessor or its designated agent, and such terms and conditions may be modified or additional conditions may be imposed as deemed necessary by the Lessor. For the purpose of this provision, the terms and conditions of this lease may be modified (which may include the addition of new terms and conditions) for, but not limited to, the following reasons:

    a. to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that require the modification of the lease for compliance;

    b. to ensure compliance with the U.S. Endangered Species Act of 1973, 16 U.S.C., § 1531, et seq., and the Florida Endangered and Threatened Species Act of 1977, Section 372.072, F.S.;

    c. to conform to adoption or revision of rules regarding the assessment of lease fees;

    d. to conform to any modification to the terms and conditions of all applicable permits from the State of Florida Department of Environmental Protection, the applicable water management district and/or the U.S. Army Corps of Engineers, and all other required approvals; and,

    e. to remove any structure declared to be a public nuisance.

5. During the term of this lease and all subsequent renewal periods, Lessee shall annually provide documentation to Lessor confirming that Lessee has made an annual donation of $50,000 to the Coral Reef Restoration Initiative through Mote Marine Laboratory, Inc. Lessee shall provide this documentation with its "Annual Wetslip Revenue Reports" to Lessor.

1B: Detail: Property Record showing Mote Marine's Key Largo Laboratory is on land owned by companies controlled by Mark Walsh.

PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00084960-000100
Account#	9087935
Property ID	9087935
Millage Group	500K
Location Address	VACANT LAND, KEY LARGO
Legal Description	11 61 39 ISLAND OF KEY LARGO PARCEL OF LAND LYING NLY LOT 4 TAYLORS POINT PB4-148 II DEED 2188599 (166-44) OR132-410 OR645-295/97 OR661-215/18 OR1662-820/22QC OR1662-823/24 OR1992-1445/48 OR2518-1637/39T/C (Note: Not to be used on legal documents.)
Neighborhood	10020
Property Class	TOURIST ATTRACTION (3500)
Subdivision	
Sec/Twp/Rng	11/61/39
Affordable Housing	No

Owner

KEY LARGO BAY BEACH LLC
1000 Market St
Unit 300
Portsmouth NH 03801

MARRKEY LLC
1000 Market St
Unit 300
Portsmouth NH 03801

Valuation

		2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$300,381	$300,381	$300,381	$300,381
=	Just Market Value	**$300,381**	**$300,381**	**$300,381**	**$300,381**
=	Total Assessed Value	**$300,381**	**$300,381**	**$300,381**	**$300,381**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$300,381**	**$300,381**	**$300,381**	**$300,381**

1C: Detail: State filing showing Mark Walsh's ownership of "Marrkey LLC."

DOCUMENT# L02000005539

Jan 23, 2025
Secretary of State
8289797864CC

Entity Name: MARRKEY LLC

Current Principal Place of Business:

1001 E ATLANTIC AVE
STE 202
DELRAY BEACH, FL 33483

Current Mailing Address:

1000 MARKET STE STE 300
PORTSMOUTH, NH 03801

FEI Number: 01-0660397

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR	Title	MGR
Name	ADE, RICHARD C	Name	WALSH, MARK
Address	1000 MARKET STREET SUITE 300	Address	1001 E. ATLANTIC AVE., SUITE 202
City-State-Zip:	PORTSMOUTH NH 03801	City-State-Zip:	DELRAY BEACH FL 33483
Title	MGR	Title	MGR
Name	WALSH, MICHAEL	Name	WALSH, WILLIAM
Address	1001 E. ATLANTIC AVE., SUITE 202	Address	1000 MARKET STREET, SUITE 300
City-State-Zip:	DELRAY BEACH FL 33483	City-State-Zip:	PORTSMOUTH NH 03801

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RICHARD C. ADE MANAGER 01/23/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

MOTE MARINE LABORATORY & AQUARIUM

1D: Detail: Mote Marine web page deascribing partnership with Mark Walsh's Opal Collection Hotel.

Opal Collection partners with Mote to support cutting-edge coral restoration efforts

May 18, 2023 | Kaitlyn Fusco

Donate

CORALS BEING GROWN BY MOTE MARINE LABORATORY AT OUR KEY LARGO CORAL NURSERY ON THE PROPERTY OF REEFHOUSE RESORT & MARINA

On June 8, in honor of World Ocean Day, Opal has bought and is gifting 3,000 Coral Legend Bracelets to guests across all of their Florida properties. But this is more than just a bracelet. A portion of the proceeds from the purchase goes to supporting ocean conservation efforts conducted by Mote Marine Laboratory.

1E: Detail: Keys Weekly article describing partnership between Mote Marine and Opal Collection

BRACE CORALS

MOTE & OPAL COLLECTION PARTNER IN RESTORATION CAUSE

Michael Crosby, president and CEO of Mote, zip-ties an elkhorn coral to a small metal post during an outplanting at French Reef off Key Largo last August. JIM McCARTHY/ Keys Weekly File Photo

Mote Marine Laboratory is expanding what it says is an already transformative partnership with Opal Collection, a premier assortment of luxury hotels and resorts.

In honor of World Ocean Day on Thursday, June 8, Opal is giving 3,000 Coral Legend bracelets to guests across all of its Florida properties. Each bracelet, produced and sold by Follow Your Legend, a corporate partner with Mote, provides financial support to Mote's Coral Restoration Program and is filled with sand from the area where corals have been planted because of that support.

"Florida's Coral Reef is on the brink of functional extinction and Mote, through our innovative Coral Restoration Initiative, is committed to reversing that course," said Michael P. Crosby, Mote president & CEO. "To accomplish that, we need the support of visionary philanthropy from exceptional partners like Opal Collection and Follow Your Legend. It is critical to couple science-based coral reef restoration with public outreach and education on the importance of conservation and sustainable use of our marine resources, which is what this partnership achieves."

Alongside the bracelet, guests will also receive a handout with information that will educate them about the challenges facing coral reefs with details about Mote's diverse research programs and its efforts to develop science-based solutions to those challenges.

"If coral reefs were above the water and all of the public, not just divers and snorkelers, could see them dwindling away and going extinct before their eyes, everyone would want to help restore these rainforests of the sea," said Mark Walsh, vice president of Opal Collection. "We are proud to work with Mote in meaningful ways to both support their critical research and broaden awareness around it."

In addition to the World Ocean Day promotion, Opal Collection also houses Mote's Key Largo Coral Nursery at Opal's Reefhouse Resort & Marina. The nursery includes 20 seawater raceways, which can hold more than 10,000 fragments of coral at any given time and will produce between 6,000 and 10,000 coral fragments per year for outplanting efforts. In addition, like the promotion, it furthers the mission of Mote to translate and transfer the outcomes of research to help increase broader ocean literacy and public awareness.

— Contributed

1F: Detail: State filing showing Mark Walsh's ownership of "Opal Collection."

DOCUMENT# P15000077045

Jan 24, 2025
Secretary of State
6498227875CC

Entity Name: OPAL COLLECTION, INC.

Current Principal Place of Business:

1001 EAST ATLANTIC AVENUE
SUITE 202
DELRAY BEACH, FL 33483

Current Mailing Address:

1001 EAST ATLANTIC AVENUE
SUITE 202
DELRAY BEACH, FL 33483 US

FEI Number: 47-5127900

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CRITCHFIELD, RICHARD H
1001 EAST ATLANTIC AVENUE
SUITE 201
DELRAY BEACH, FL 33483 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PD	Title	VPTD
Name	WALSH, MARK	Name	WALSH, MICHAEL
Address	1001 EAST ATLANTIC AVENUE, SUITE 202	Address	1001 EAST ATLANTIC AVENUE, SUITE 202
City-State-Zip:	DELRAY BEACH FL 33483	City-State-Zip:	DELRAY BEACH FL 33483
Title	VPD	Title	VPS
Name	WALSH, WILLIAM	Name	WALSH, PATRICK
Address	1001 EAST ATLANTIC AVENUE, SUITE 202	Address	1000 MARKET STREET, BUILDING ONE
City-State-Zip:	DELRAY BEACH FL 33483	City-State-Zip:	PORTSMOUTH NH 03801
Title	EVP		
Name	ADE, RICHARD C		
Address	1000 MARKET STREET, BUILDING ONE		
City-State-Zip:	PORTSMOUTH NH 03801		

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RICHARD C. ADE EVP 01/24/2025

Electronic Signature of Signing Officer/Director Detail — Date

1G: Detail: Letter to Key West City Manager Patti McLauchlin from Mark Walsh on behalf of Pier B, describing involvement with Mote Marine's Key Largo Laboratory and $1.5 million pledge to Mote Marine.

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The attached proposal from Dr. Rice to the city to purchase and install monitoring equipment at Mallory Square Pier for a yet unidentified source pollutant does not make sense when viewed in the context of several environmental studies done by the city of Key West on the Mallory Square Pier. As late as 2020, it was demonstrated that some of the healthiest coral in the Florida Keys were present at the Mallory Square Pier and in the adjacent harbor. In fact, transplanted and relocated coral at the city coral restoration site located off Mallory Square Pier has proven that over the last 14 years the harbor coral have been doing incredibly well with hundreds of coral colonies thriving immediately adjacent to the proposed monitoring device. Again, what source pollutant is the city looking for at this site?

The city should seek proposals from multiple water quality experts to design a detailed science-based plan to accomplish the city's objectives relating to water quality and submit proposals so the city can select from different proposals and costs from the qualified licensed groups. A similar approach should be used for determining a reef restoration consultant for the city. A proper request for proposal process on how and what should be done will help educate the Commission, staff and the public in deciding the most effective way to use this $280,000. We support sound science-based environmental efforts and to this end we have recently worked with Mote Marine to open Key Largo's first land-based Coral Nursery. We have also pledged $1,500,000 to Mote Marine Laboratory, Inc. in 2023 to be used towards reef restoration efforts in the Florida Keys.

We are committed to these environmental efforts and offer these observations in furtherance of getting the most accurate, cost effective and beneficial study for the city and all tax payers.

We look forward to working together on this and any other issues the city may have. Please share this letter with the city commission and any appropriate staff prior to today's budget meeting.

Please let us know your thoughts on these questions.

Thank you for your consideration.

Yours truly,

PIER B DEVELOPMENT CORP.,
A Florida corporation

By: Mark Walsh
Mark Walsh
President

Attachments

1H: Detail: Excerpt from RFP stating requirement to disclose potential conflicts of interest.

Describe your firm's familiarity with the City of Key West, previous marine work in the City or similar communities, and the constraints and opportunities.

Describe the firm's completed projects for clients in the United States, Florida, in the Southeast region of the United States and for state and local government clients, particularly in Monroe County.

Consultants shall provide any additional project experience that will give an indication of the Consultant's overall abilities.

If the Consultant will require any other information from the City not included in this Request for Proposal or require from the City any information in a particular computerized format in order to carry out the Scope of Work, the Consultant shall also include such request in this section, i.e. Tab 5.

The proposer shall provide a disclosure of all work for other clients that may be affected by work on the proposed contract to avoid a potential conflict of interest.

Tab 6 – Cost Effectiveness
Provide a cost schedule for the duration of the contract/project. The schedule shall specifically identify all rates to be charged for the required services and provide a total cost for each task specified in the scope based on the required services and deliverables. Any reimbursable fees or other costs should be identified and included in the fee proposal. In addition, provide a list of any additional costs that will be charged by your firm for providing the requested services within the defined Scopes of Services.

The cost proposal is one of the criteria considered in the final recommendation; however, it is not the only factor in the selection process. Other factors, such as expertise, experience, and the proposed approach to the project, will also be taken into account.

Tab 7 Project Schedule and Deliverables
The Consultant shall set forth a schedule clearly identifying the tasks to be completed, the amount of time to complete, and approach to work. Describe the project reports that will be submitted and the experience of your staff in generating those deliverables.

The proposal shall clearly specify when sampling visits are made, and that such costs are included in the overall costs.

Tab 8 Litigation
Please provide the following information: