HIGGS BEACH CONVEYANCE
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF KEY WEST AND MONROE COUNTY

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the CITY OF KEY WEST, a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, Florida, 33040 ("City") and MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040 ("County").

WITNESSETH:

WHEREAS, the parties have the authority under Section 163.01, *Florida Statutes*, titled "Florida Interlocal Cooperation Act of 1969." to cooperate with other localities on a basis of mutual advantage to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the County owns 2 parcels of land (RE#s 00058800-000000 and 00058790-000100) located at 1040 Atlantic Boulevard, Key West, Florida, 22040, within the City limits of Key West, Florida, commonly known as ("Higgs Beach"); and

WHEREAS, the Federal Aviation Administration (FAA) owns 1 parcel of land (RE#00058790-000000) located in the center of one of the aforementioned County owned parcels (RE#00058790-000100), which was previously used as the location for a Navigational Directional Beacon (NDB), which was recently removed; and

WHEREAS, the County Airport Department is currently coordinating with the FAA to determine whether the FAA is willing to convey RE#00058790-000000 to the County for development of a 100'x 300' open recreational field in accordance with the "Hawk Missile Site/Higgs Beach Interlocal Agreement", and the "Hawk Missile Site/Higgs Beach 1st Amendment to Interlocal Agreement"; and

WHEREAS, the County currently manages Higgs Beach and the improvements thereon, along with three tenants at the site: 1000 Atlantic Blvd. LLC (also known as the Salute building); Key West Garden Club Inc.; and Salute Watersports LLC; and

WHEREAS, the City has expressed its desire to own and manage Higgs Beach to meet the future needs of the Key West community and visitors to Key West; and

WHEREAS, the County has expressed its desire to convey Higgs Beach to the City for continuity of management; and

WHEREAS, the parties have determined that this Agreement is in the best interests of the public.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. PROPERTY AND OWNERSHIP: The properties, currently owned by Monroe County, covered by this Agreement include the following parcels:

Real Estate Numbers: 00058800-000000 and 00058790-000100, located at 1040 Atlantic Boulevard, Key West, Florida, 22040, within the city limits of Key West, Florida, commonly known as Higgs Beach described in ("Attachment 1").

Section 2. CONVEYANCE OF PROPERTY FROM COUNTY TO CITY: Within 30 days of the Effective Date of this agreement, the County shall convey via Quit Claim Deed to the City, the parcels described above, consistent with the Boundary, Topographic Survey ("Attachment 2"). City agrees to take said property subject to the covenants and restrictions set forth in that certain Land and Water Conservation Fund Program Grant, Project # 12-00209 as amended in Project # 12-00209.1 (Attachment 3). These covenants and restrictions shall run with the Property herein described in perpetuity.

Section 3. FUNDING FOR IMPROVEMENTS TO BE MADE BY CITY:

The following table demonstrates the repair or renovation items that were included in the analysis of physical improvements needed or in process at Higgs Beach.

Description		Estimated Cost	Funding Source
Beach Playground (2 roof panels on 2 picnic shelters)		$8000	Insurance Proceeds
Astro City playground picnic shelters - Facia on 1 shelter		$161,000	Insurance Proceeds
Repairs to Large/Small Dog Parks		$35,000	Insurance Proceeds
Repair interior posts and rail fencing at dog park and Astro City		$40,000	Insurance Proceeds
Chain Link perimeter fencing		$79,000	Insurance Proceeds
Repair of Yoga decking		$98,000	Insurance Proceeds
Beach Pavilion		$200,000	TDC Grant
Beach Pavilion handicap ramp (1)		$10,000	Insurance Proceeds
Beach Pavilion bench		$4000	Insurance Proceeds
West Martello Tower doors, slate floors, fence		$249,000	Insurance Proceeds
West Martello Wooden Cover Rain Catcher system		$30,000	Insurance Proceeds
West Martello Rain Catcher System owned by Garden club		$50,000	Insurance Proceeds
West Martello HVAC		$375,000	TDC Grant
Parking Lot/Bike Lane (potholes, markings, stripping)		$45,000	Insurance Proceeds
Seawall stabilization		$400,000	Capital Funding
Reynolds Street Pier			
	Binoculars, dock transition stairs/signage	$178,000	Insurance Proceeds
	Structural Components (shore up piers and wrap)		
	Design	$100,000	Capital Funding
	Construction TDC funding	$259,448	TDC Grant
	Construction FDOT funding	$568,436**	FDOT Grant
Subtotals by Funding Source:			
	County Capital Funding	$500,000	
	TDC Grants	$834,448	
	Insurance Proceeds	$987,000	
	FDOT TAP Grant	$568,436	
	GRAND TOTAL OF ALL IMPROVEMENTS	$2,889,884	

** Not available until July 1, 2026-June 30, 2027 - likely to be constructed by Key West

A. Within 14 days of conveyance of Higgs Beach to the City, the County agrees to:

a. Transfer Hurricane Ian Insurance proceeds ($987,000) to repair or replace items damaged during Hurricane Ian

b. Transfer Capital Funding as follows:

i. Seawall patch: $400,000

ii. Design of Reynolds Street Piers repair: $100,000

B. Within 60 days of conveyance of Higgs Beach to the City, the County agrees to:

a. Amend TDC grant agreements, transferring a total of $834,448 for projects as follows:

i. Beach Pavilion Grant of $200,000

ii. West Martello HVAC system of $375,000
iii. Reynolds Street Pier construction funding of $259,448

C. Within 180 days of conveyance of Higgs Beach to the City, the County agrees to work cooperatively with the City and Florida Department of Transportation to request and support the transfer of the FDOT grant in the amount of $568,436 to the City of Key West.

D. The City and County agree to enter into an Accord and Satisfaction Agreement (Attachment 4) in satisfaction of the County's, and the Key West International Airports, obligations contained in the Hawk Missile Site/Higgs Beach Interlocal Agreement, approved at the March 22, 2023 BOCC meeting (Exhibit A to the Accord and Satisfaction Agreement). Pursuant to the Accord and Satisfaction Agreement the City agrees to accept $1,252,539 from the Key West International Airport enterprise fund pursuant to the engineered estimate provided by airport staff (Exhibit B to the Accord and Satisfaction Agreement), in lieu of designing and building a 100 ft by 300 ft. recreational field. The Accord and Satisfaction Agreement shall state that upon transfer of the $1,252,539, the Key West International Airport, on behalf of the County, has for all intents and purposes met all the requirements of the Hawk Missile Site/Higgs Beach Interlocal Agreement and that neither the Key West International Airport nor the County has any further obligations thereunder. Further, as part of this Higgs Beach Conveyance Agreement, County also agrees to transfer an additional $747,461 from a fund, other than the Key West International Airport enterprise fund, for a total transfer to the City of $2,000,000. City shall return the executed Accord and Satisfaction Agreement within 30 days of approving this agreement along with wire transfer instructions for the transfer of the funds. Thereafter, on or before 10/1/26 county shall submit a payment request in the amount of Two Million Dollars ($2,000,000) to the Clerk of Courts for a transfer of funds to occur on 10/1/26.

Section 4. **TENANTS OF PROPERTY: The** following tenants lease certain portions of the property from the County and upon conveyance, the City will assume all leases as assigned. This may require Key West Commission action.

A. 1000 Atlantic Blvd. LLC (Salute)
B. Salute Watersports LLC
C. Key West Garden Club, Inc.

Section 5. VENDORS OF PROPERTY: The following vendors perform services to maintain the park and may or may not be used by Key West for future operations:

A. Beach Raker, LLC – Beach Cleaning Services
B. RollKall Technologies, LLC – Provides security detail with off duty police officers

Section 6. OTHER PERTINENT INFORMATION: The County has provided substantial information to the City of Key West from their long term files on this property including but not limited to: Title work; Survey Information; Service Vendors used by the County; Land and Water Conservation Fund grant documents; Grant information for various grants the County obtained for repairs or improvements to the physical improvements; Army Corp of Engineers permit for beach renourishment; and data collected related to any potential grave sites underground.

The County will continue to cooperate with the City to provide any and all documents as questions arise to assist the City with owning and managing Higgs Beach.

Section 7. RECORDS – ACCESS AND AUDITS: The City and County shall maintain adequate and complete records with regard to the Higgs Beach conveyance for a period of __7__ years after termination of

this Agreement or as otherwise provided by law. The County, its officers, employees, agents and contractors, shall have access to the City's books, records, and documents related to the Higgs Beach conveyance upon request. The City, its officers, employees, agents and contractors, shall have access to the County's books, records, and documents related to the Higgs Beach conveyance upon request. The access to and inspection of such books, records, and documents by the County or the City shall occur at any reasonable time.

Section 8. TERM: Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force until all the deliverables in Section 3 and Section 4 have been transferred or assigned. (The County Administrator shall prepare a "Higgs Beach Conveyance, Memorandum to the Interlocal Agreement" for filing with the Clerk of Court as a supplement to this ILA and countersigned by the City Manager acknowledging completion of all required tasks).

Section 9. GOVERNING LAWS/VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida and the United States. Exclusive venue for any dispute arising under this Agreement shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs. This Agreement is not subject to arbitration.

Section 10. NONDISCRIMINATION: The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101 Note), as amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) All requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; and 12) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 11. CODE OF ETHICS: The parties agree that their officers and employees recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 12. NO SOLICITATION/PAYMENT: The parties warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not been paid or agreed to pay any person, company, corporation, individuals, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach of violation of this provision, each party agrees that the other party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. SUBORDINATION: This Agreement is subordinate to the laws and regulations of the United States and the State of Florida, whether in effect on commencement of this Agreement or adopted after that date.

Section 14. INCONSISTENCY: If any item, condition, or obligation of this Agreement is in conflict with other items of this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limited the County's responsibility and liability.

Section 15. PUBLIC ACCESS TO RECORDS: The parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

Section 16. NON-RELIANCE BY NON-PARTIES: Other than as stated herein, no person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the parties agree that neither the County nor the City or any agent, officer, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 17. NO PERSONAL LIABILITY: No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of a party in his or her individual capacity, and no member, officer, agent or employee of a party shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 18. NOTICES: All notices and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to Key West: Brian Barroso
City Manager
City of Key West
1300 White Street
Key West, Florida 33040

With a copy to: Kendal Harden, Esquire
Chief Assistant City Attorney
City of Key West
1300 White Street
Key West, FL 33040

If to County: Christine Hurley
County Administrator
Monroe County Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

With a copy to: Robert Shillinger, Esquire
County Attorney
Monroe County Attorney's Office
1111 12th Street, Suite 408
Key West, Florida 33040

Any notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered, or sent by overnight delivery service.

Section 19. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT: This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

Section 20. MISCELLANEOUS: Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate or other organizational action, as required.

Section 21. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterpart shall constitute one and the same instrument.

Section 22. SEVERABILITY: The provisions of this ILA are declared to be severable, and if any sentence, section, clause or phrase of this ILA shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 23. EFFECTIVE DATE: This Agreement shall take effect on the date set forth above.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

ATTEST:

THE CITY OF KEY WEST, FLORIDA

_____
Keri O'Brien
City Clerk

By: _____
Mayor Danise Henriquez Date

(City Seal)

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF
KEY WEST, FLORIDA ONLY:

By: _____
Kendal Harden
Chief Assistant City Attorney

(SEAL)

ATTEST:

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

_____
KEVIN MADOK
Clerk of Monroe County, FL

By: _____
Mayor Michele Lincoln Date

(County Seal)

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE BOARD OF
COUNTY COMMISSIONS OF
MONROE COUNTY, FL ONLY:

By: _____
Robert Shillinger
Monroe County Attorney