

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BY AND BETWEEN
THE VILLAGE OF KEY BISCAYNE, FLORIDA
AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
TO ESTABLISH FUNDING AND COST SHARING COLLOBORATION TO BUILD A
GRADE 6-12 EDUCATIONAL FACILITY AND RECREATIONAL FIELDS AT THE
MAST ACADEMY CAMPUS, AND TO UNDERTAKE PHYISCAL IMPROVEMENTS
AT THE KEY BISCAYNE K-8 CENTER**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2013, by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, its successors and assigns ("Village" or "Key Biscayne") and **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a public body corporate and politic existing under the laws of the State of Florida, its successors and assigns ("Board"). The Village and the Board are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the Board and Village entered into that certain Interlocal Agreement dated July 16, 2012 (the "Agreement"), to establish funding and cost sharing collaboration to build a grade 6-12 educational facility and recreational fields at the M.A.S.T. Academy Campus ("MAST"), and to undertake physical improvements at the Key Biscayne K-8 Center; and

WHEREAS, Section 7 of the Agreement (Proposed Timeline) provides that the Board will build recreational fields on the east side of MAST for opening around May of 2013 (parking, concession stand and separate, freestanding bathroom facilities to be provided as part of last phase); and

WHEREAS, the Parties are desirous of entering into this First Amendment to extend the completion date of the recreational fields.

NOW, THEREFORE, for and in consideration of the Sum of Ten Dollars (\$10.00) and the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Parties agree that the completion date of the recreational fields to be constructed on the east side of MAST is hereby extended to August 31, 2013, or as it may be further extended by the Parties.
3. Except as hereby amended by this First Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Board and the Village caused this First Amendment to be executed by their respective and duly authorized officers as of the day and year first hereinabove written.

VILLAGE OF KEY BISCAYNE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Alberto M. Carvalho
 Superintendent of Schools
 Date: _____

Attest: _____
 Village Clerk

**TO THE VILLAGE:
 APPROVED AS TO FORM AND LEGAL
 SUFFICIENCY:**

**TO THE SCHOOL BOARD:
 APPROVED AS TO FORM AND LEGAL
 SUFFICIENCY:**

 Village Attorney

 School Board Attorney