

## SECOND AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Board of Public Instruction of Monroe County, Florida, n/k/a The School Board of Monroe County, Florida (hereinafter "School Board), and the City of Key West, Florida, a municipal corporation (hereinafter the "City").

### WITNESSETH

WHEREAS, School Board and City entered into an Agreement on the 24<sup>th</sup> day of April, 2012, (the "Agreement"), pertaining to the conveyance of real property commonly referred to as the Glynn R. Archer School, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit "A"; and

WHEREAS, the Agreement together with the First Amendment to the Agreement provides for the conveyance of the subject property to take place no later than August 1st, 2013; and

WHEREAS, the Boys and Girls Club is currently using Building 3; and

WHEREAS, the parties wish to move forward with the closing without requiring the Boys and Girls Club to lease the property prior to August 16<sup>th</sup>, 2013, and;

WHEREAS, certain property and equipment being used by the Boys and Girls Club will need to be removed by the School Board after the Boys and Girls Club vacates the property on or before August 16<sup>th</sup>, 2013,

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, School Board and City agree to modify the Agreement as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;

1. The Boys and Girls Club will be allowed to continue their summer program up to and including August 16<sup>th</sup>, 2013, after which they will vacate the premises, and;
2. The City will allow the School Board an additional week after August 16<sup>th</sup>, 2013 to remove property/equipment belonging to the District, including, but not limited to such items as furniture, food service equipment, light fixtures, electronic equipment.
3. The closing is contingent upon the City's receipt of confirmation insurance coverage protecting City's interests, a release and hold-harmless, and indemnification or other

applicable agreement with and from the Boys and Girls Club acceptable to the City. Closing shall take place on August 1<sup>st</sup>, 2013 or as soon thereafter as practicable, and in no event later than September 1<sup>st</sup>, 2013, without written agreement extending the time.

4. The provisions of this Addendum control over any provisions of the original Agreement dated April 24<sup>th</sup>, 2012 and the First Amendment to the Agreement to the contrary.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement on the date first written above.

CITY OF KEY WEST, FLORIDA

By: \_\_\_\_\_  
Craig Cates, Mayor

ATTEST:

\_\_\_\_\_  
Cheryl Smith, City Clerk

BOARD OF PUBLIC INSTRUCTION OF  
MONROE COUNTY, FLORIDA, n/k/a  
The School Board of Monroe County,  
Florida

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
Dr. Mark Porter, Superintendent