

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN FLAGLER COUNTY, FLORIDA AND
THE FLAGLER COUNTY SCHOOL DISTRICT
REGARDING THE FLAGLER COUNTY CARVER CENTER FACILITY**

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT is made and entered into between the Board of County Commissioners of Flagler County ("County"), a political subdivision of the State of Florida, and the Flagler County School District ("School Board"), hereafter referred to together as the "Parties."

WHEREAS, the Parties entered into an Interlocal Agreement in June 2011 ("Agreement") to govern the operation and maintenance of the Flagler County Carver Center and related facilities ("Carver Center"); and

WHEREAS, the Agreement specified exact dollar amount to be allocated for operation and maintenance costs of the Carver Center; and

WHEREAS, during the budget process for FY 14-15, the School Board requested a budget increase of \$5,000 due to an increase in personnel costs; and

WHEREAS, the County approved the requested increase as part of its normal budget process.

NOW THEREFORE, in consideration of the mutual covenants and representations herein, the Parties agree to amend Paragraph B of the Agreement, "Responsibilities of Flagler County," to read as follows:

B. RESPONSIBILITIES OF FLAGLER COUNTY

1. Annually, the County shall provide funding for the Carver Center operations in the amount of \$55,000. The total budget and budgeted revenues provided herein shall be automatically modified accordingly.
2. Of the estimated annual operating budget for the facility, the County will pay the School Board \$60,000. Payments to the School Board shall be made quarterly in equal installments within ten days following July 1, October 1, January 1, and April 1 upon invoice to the County by the School Board.
3. Of the remaining monies in the budget, the County will pay facility utility, maintenance (including building/equipment repairs), pest/termite control, custodial costs and other consumable supplies (i.e., light bulbs, hand towels, soap and toilet paper), only as funding permits.

4. The County shall act as fiscal agent for the overall budget for the facility.
5. As part of the annual budget process approved by the Board of County Commissioners, the County may unilaterally increase any amounts in paragraphs 1 and 2 without further amendment to this interlocal agreement.
6. Capital Outlay for maintenance and replacement equipment and facilities will also be part of the County's responsibility, but only as funding permits.

All other provisions of the Agreement shall remain in full force and effect.

This first amendment shall become effective upon execution by both parties and filing with the Flagler County Clerk of the County

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed in their names by their proper officers the day and year below written and forwarded to the Flagler County Attorney's Office for filing of this First Amendment with the Clerk of the Circuit Court of Flagler County, Florida.

FLAGLER COUNTY


APPROVED this 12th day of January, 2015, by the Flagler County Board of County Commissioners.

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**

ATTEST:



Frank Meeker, Chairman

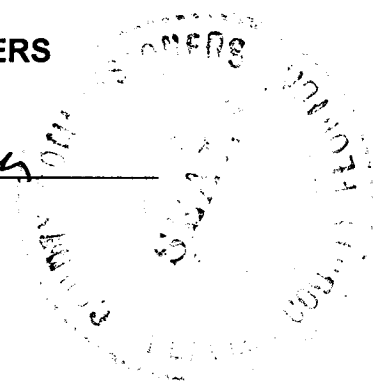


Gail Wadsworth, Clerk of the Circuit
Court & Comptroller

APPROVED AS TO FORM:



Al Hadeed, County Attorney

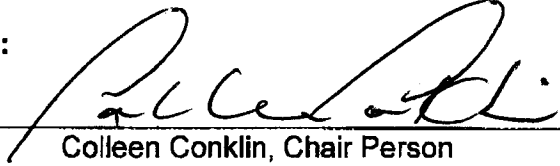


SCHOOL BOARD

APPROVED this 17TH day of FEBRUARY, 2015 by the Flagler
County School District.

FLAGLER COUNTY SCHOOL DISTRICT

ATTEST:

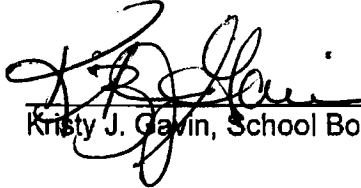


Colleen Conklin, Chair Person



Jacob Oliva, Superintendent

APPROVED AS TO FORM:



Kristy J. Gavin, School Board Attorney