

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is **made** and entered into as of this ____ day of _____, 2016, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE BROWARD EDUCATION FOUNDATION, INC.

(hereinafter referred to as "BEF"),
a Florida not for profit corporation whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WHEREAS, BEF is a district school board direct-support organization under Section 1001.453, Florida Statutes; and

WHEREAS, BEF has, as part of its mission, adopted the initiative of helping all children come to school ready to learn; and

WHEREAS, a lack of school supplies can become a barrier to student achievement; and

WHEREAS, the BEF has operated a free school supply program called Tools for Schools Broward (hereinafter "Program") to provide teachers with access to school supplies and other educational resources that they can provide to their students; and

WHEREAS, SBBC and BEF entered into an Agreement on August 3, 2010 ("BEF Agreement") whereby SBBC agreed to lease a facility located at 2300 W. Copans Road, Bay #5, Pompano Beach, FL 33069 ("Supply Center Site") from Lessor Copans 2011, LLC at which BEF would conduct the Program; and

WHEREAS, SBBC and Copans 2011, LLC approved a one year Lease Agreement on May 9, 2015 ("Lease Agreement") to continue BEF's use of 2300 W. Copans Road, Bay #5, Pompano Beach, FL 33069 ("Supply Center Site") for the conduct of BEF's Program through an expiration date of July 31, 2016; and

WHEREAS, on June 9, 2015, the SBBC approved a First Amendment to the BEF Agreement which allowed BEF to continue to provide their needed services at the Supply Center Site through the July 31, 2016 expiration date of Lease Agreement; and

WHEREAS, school district staff informed the BEF that SBBC would not further renew the Lease Agreement and that BEF should make plans for a site to conduct the Program after the expiration of the Lease Agreement; and

WHEREAS, the BEF acquired the Supply Center Site from Copans 2011, LLC on January 15, 2016 in order to continue its use of that property for the Program after the expiration of the Lease Agreement; and

WHEREAS, SBBC and the BEF mutually desire to terminate the BEF Agreement due to the BEF's acquisition of the Supply Center Site and to proceed under the terms of the Lease Agreement assigned to BEF by Copans 2011, LLC; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Effective Date**. This Second Amendment to Agreement shall become effective on February 9, 2016.

2.02 **Amendments**. The BEF Agreement shall be amended to provide for its termination effective on February 9, 2016:

2.03 **Order of Precedence Among Agreement Documents**. In the event of a conflict between the provisions of the BEF Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- (a) This Second Amendment to Agreement
- (b) First Amendment to Agreement
- (c) The BEF Agreement

2.04 **Contract Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

2.05 **Authority**. Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair,

Robert W. Runcie
Superintendent of Schools

Date: _____

Approved as to form & legal content:



Office of the General Counsel

FOR BEF

(Corporate Seal)

ATTEST:

BROWARD EDUCATION FOUNDATION, INC

By _____
Christina Fischer, Chair

Witness

Date: _____

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, 20__ by _____ of Broward

Name of Person

Education Foundation on behalf of the corporation. He/She is personally known to me or

produced _____ as identification and did/did not first take an
oath. Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

S:/v/allwork-use/contracts/review/1516year/160126bef2amend