



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input type="radio"/> Yes	<input checked="" type="radio"/> No

ITEM No.:

L-5.

MEETING DATE

Jun 9 2015 10:15AM - Regular School Board Meeting

AGENDA ITEM

CONSENT ITEMS

CATEGORY

L. OFFICE OF PORTFOLIO SERVICES

DEPARTMENT

Facility Planning and Real Estate

TITLE:

First Amendment to Agreement Between The School Board of Broward County, Florida and Broward Education Foundation, Inc.

REQUESTED ACTION:

Approve First Amendment to Agreement Between The School Board of Broward County, Florida (SBBC) and Broward Education Foundation, Inc. (BEF) for the continued use of space located at 2300 West Copans Road, Bay #5, Pompano Beach, Florida 33069 in which to operate the "Tools for Schools Broward" Program.

SUMMARY EXPLANATION AND BACKGROUND:

In 2010, the SBBC entered into Agreement with COPANS 2011, LLC to lease a store front for the Broward Education Foundation, Inc. "Tools for Schools Broward" Program. The leased location provides warehouse and retail/showroom space for teachers to select donated school supplies and products, and is conveniently located and highly visible on a commercial street along Copans Road. On April 21, 2015, the SBBC renewed the lease for one year with the lease commencing on August 1, 2015 and expiring on July 31, 2016.

See Supporting Docs for continuation of Summary Explanation and Background.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. BEF has signed and approved the Agreement and upon approval by the SBBC, the Agreement will become effective July 1, 2015.

SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District for this Agreement. The financial impact to the District for leasing the current facility was provided in the renewal the Board approved on April 21, 2015.

EXHIBITS: (List)

(1) Summary Explanation and Background (2) Executive Summary (3) First Amendment to Agreement (4) Existing Agreement Between The SBBC and BEF

BOARD ACTION:**APPROVED**

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Chris O. Akagbosu

Phone: 754-321-2162

Name: J. Paul Carland, II

Phone: 754-321-2050

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature

Leslie M. Brown

Monday, May 18, 2015 3:01:53 PM

Approved In Open
Board Meeting On:

By:

JUN 09 2015

School Board Chair

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 9 day of June, 2015, 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, on April 21, 2015, the SBBC approved the Lease Agreement renewal for BEF to continue leasing the warehouse and retail/showroom space located at 2300 W Copans Road Bay #5 Pompano Beach, FL 33069; and

WHEREAS, the SBBC and BEF desire to amend Agreement to allow BEF to continue to provide their needed services at their current location; 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 amendment shall become effective on July 1, 2015.

2.02 **Amendments.** The following portions of the Agreement shall be amended to provide as follows:

Section 2.01 of the Agreement is amended as follows:

Term of Agreement. Unless terminated sooner under Section 3.04 of Agreement, the term of this First Amendment to Agreement shall commence on July 1, 2015 and conclude on July 31, 2016.

Section 3.17 of the Agreement is amended as follows:

Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning and Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue – 8th Floor
Fort Lauderdale, Florida 33301

To BEF: Thomas P. Severino, President/CEO
Broward Education Foundation, Inc.
600 Southeast Third Avenue
Fort Lauderdale, Florida

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

- (a) This First Amendment to Agreement
- (b) The Agreement

2.04 **Other Provisions, as Amended, Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect. This First Amendment to Agreement is hereby made a part of the Agreement.

2.05 **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.

2.06 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First 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 First Amendment to Agreement.

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

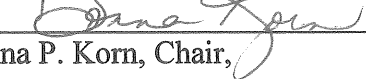
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FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By 
Donna P. Korn, Chair,


Robert W. Runcie
Superintendent of Schools

Approved as to form & legal content:

 05/11/15
Office of the General Counsel

FOR BEF

(Corporate Seal)

BROWARD EDUCATION FOUNDATION, INC

ATTEST:

By

Raymond Monteleone, Chair

Witness

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 FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 11th day of May, 2015 by Raymond Monteleone of
Name of Person
_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

Printed Name of Notary

(SEAL)



Patricia D. Loomis
COMMISSION # FF101750
EXPIRES: Mar. 28, 2018
www.AARONNOTARY.COM

FF101750
Notary's Commission No.