

# FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this 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

**CITY OF CORAL SPRINGS**

(hereinafter referred to as “Agency”),  
whose principal place of business is  
9551 West Sample Road  
Coral Springs, Florida 33065

**WHEREAS**, SBBC and Agency entered into an Agreement dated June 12, 2018 (hereafter “Agreement”); and

**WHEREAS**, the Agency has the clinical facilities necessary to assist in the provision of the said educational programs and desires to participate in the education programs for the benefit of the entire community; and

**WHEREAS**, the Agreement is being amended to include additional course sections to allow more students to participate at an additional cost of \$16,000 per year for the 19-20 and 20-21 school years; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter “Amendment”).

**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:

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

1.02 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

**The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:**

2.17 **Compensation.** SBBC shall pay Agency One Hundred Seventy-Nine Thousand Dollars and 00/100 Cents (\$179,000.00) for services rendered under this Agreement within thirty (30) days of receipt of an invoice from the Agency. Each party shall perform the duties and responsibilities specified in this Agreement. However, participating students shall be treated by the Agency as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to Agency's staff for the purposes of this program shall be without entitlement of the appointee to compensation or benefits. Students and faculty shall pay for their own meals while participating in the program.

- (a) *Year 1 (2018/2019)* – Forty-Nine Thousand Dollars and 00/100 Cents (\$49,000.00)
- (b) *Year 2 (2019/2020)* – Sixty-Five Thousand Dollars and 00/100 Cents (\$65,000.00)
- (c) *Year 3 (2020/2021)* – Sixty-Five Thousand Dollars and 00/100 Cents (\$65,000.00)

1.03 **Order of Precedence among Agreement Documents.** In the event of 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; then
- b) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **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.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR AGENCY:**

(Corporate Seal)

**CITY OF CORAL SPRINGS**

ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
, Secretary

Printed Name: \_\_\_\_\_

-OR-

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this [Click here to insert the day](#)  
day of [Click here to insert a month](#), [Click here to insert the year](#)  
by \_\_\_\_\_ of \_\_\_\_\_, on behalf of the  
Name of Person Name of Corporation or Agency  
corporation/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: Enter expiration date

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.