

**FIRST AMENDMENT TO
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT made and entered into this ____ day of _____ 2019, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a political subdivision of the State of Florida
having its principal place of business at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EARLY LEARNING COALITION OF BROWARD COUNTY, INC
(hereinafter referred to as "ELC"),
a Florida non-profit corporation
whose principal place of business is
6301 NW 5th Way, Suite 3400 – Fort Lauderdale, FL 33309

WHEREAS, SBBC and ELC entered into a Lease Agreement ("Lease Agreement") on September 5, 2018; and

WHEREAS, ELC currently leases approximately 224 square feet of space at SBBC property located at 120 SW 4th Avenue, Hallandale Beach, FL 33009, to operate and provide resources and referrals to Voluntary Pre-Kindergarten (VPK) and School Readiness programs; and

WHEREAS, ELC desires to request a renewal of the Lease Agreement for an additional three (3) years under the same terms and conditions and subject to a 3% increase in base rental fee and operating expenses; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, 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 **Waiver of Written Notice**. SBBC hereby waives the two hundred and seventy (270) calendar days prior written notice requirement to extend the term of the Lease Agreement.

2.02 **Amended Provisions.** The parties hereby agree to the following amended provision to the Lease Agreement:

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

2.01 **Term of Lease Agreement.** The current, one (1) year term of this Lease Agreement, unless terminated earlier pursuant to Section 3.05 of this Lease Agreement, shall automatically be extended for an additional three (3) years, commencing on September 6, 2019 and ending on September 5, 2022.

2.07 **Custodial Service Cost.** In addition to any In-Kind Services Expenses (If applicable) and Operating Expenses as expressed in this Lease Agreement, ELC shall pay a shared custodial services cost for the Leased Facilities in the amount of \$12,000 annually (or \$1,000 monthly). ELC shall pay SBBC for such costs on the First (1st) day of each calendar month by payments to the Early Learning Center.

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

- a) This First Amendment to Lease Agreement; and
- b) The Lease Agreement

2.04 **Other Provisions Shall Remain in Force.** Except as expressly provided herein, all other provisions of the Lease Agreement dated September 5, 2018 shall remain in full force and effect.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have each executed this First Amendment on the dates indicated below.

FOR SBBC

(CORPORATE SEAL)

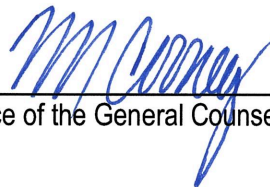
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:



Office of the General Counsel

(Remainder of page intentionally left blank)

FOR ELC

Broward (RS)

ATTEST:

Early Learning Coalition of Florida

, Secretary

By: Renee Jaffee
Renee Jaffee, CEO

Date: 7/26/19

-or-

Chen Yue Kim
Witness

[Signature]
Witness

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of July, 2019 by Renee Jaffee on behalf of the Early Learning Coalition of Florida, who is personally known to me or produced _____ as identification and did / did not first take an oath, and Secretary on behalf of the Early Learning Coalition of Florida, is personally known to me or produced _____ as identification and did/did not first take an oath.

My commission expires:

(SEAL)

Elsy Silvestre
Signature – Notary Public

ELSY Silvestre
Printed Name of Notary

Notary's Commission No.

