

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
____ day of _____, 2019, 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

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES
(hereinafter referred to as "FAU"),
whose principal place of business is
777 Glades Road, Boca Raton, Florida 33431

WHEREAS, SBBC and FAU entered into an Agreement dated May 7, 2019 (hereafter "Agreement"); and

WHEREAS, SBBC desires to assume responsibility for payment of all student related fees associated with enrolled courses; 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:

2.05 **Costs for Sponsored Courses.**

(a) To pay FAU, College of Education a total of \$603.87 per student enrolled in each course and all of student related fees. These fees include an owl card fee (\$10.00 - one time) and parking fees (\$76.90 per student for each enrolled semester). If course is offered in an online format, an additional E Learning fee of \$90.00 per student for each enrolled course will be added to the course fee. Students are responsible for the \$30.00 non-degree application fee; and

(b) SBBC shall pay FAU within two weeks of receiving the invoice.

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;
- 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:

Eric Abend
Digitally signed by Eric
Abend
Reason: FAU 2019
Date: 2019.08.06
10:47:01 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR FAU:

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

Witness

Witness

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES

By Russell Ivy
Signature

Printed Name: Russell Ivy

Title: Sr. Assoc. Provost

Approved as to Form
and Legality
General Counsel
Florida Atlantic University
WA
7/22/19

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ of _____ Name of Person on behalf of the 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:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.