

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this day _____ of _____, 2020 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

BARRY UNIVERSITY, INC.
(hereinafter referred to as “BU”),
Whose principal place of business at
11300 Northeast Second Avenue, Miami Shores, Florida 33301

WHEREAS, SBBC and BU entered into an Agreement dated May 21, 2019 (hereafter “Agreement”) for a term of one year; and

WHEREAS, BU has made a commitment to supporting Montessori education; 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 Provision**. The parties hereby agree to the following amended provisions to the Agreement:

The following provision – 2.01 - shall replace the respective provision in the Agreement, by interlineation, as follows:

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution of both parties and conclude on June 30, 2020.

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 _____
Donna P. Korn, 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 BU:

(Corporate Seal)

BARRY UNIVERSITY, INC.

ATTEST:

David Dudgson
David Dudgson, Secretary

By [Signature]
Signature

Printed Name: John Murray

Title: Provost

-or-

Witness

Witness

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of January, 2020 by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the _____ corporation. He/She is personally known to me or produced _____ (type of Identification) as identification and did did not first take an oath.

My Commission Expires: Feb. 17, 2020

[Signature]
Signature – Notary Public

Jasmine Trana
Printed Name of Notary

FF 954799
Notary's Commission No

(SEAL)

