

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
FOR FUNDING ASSISTANCE FOR THE GULFSTREAM EARLY LEARNING CENTER**

Agreement Number: 19-CP-CSA-8267-03

This is a First Amendment ("First Amendment") to an agreement between Broward County, a political subdivision of the State of Florida ("County"), and The School Board of Broward County, Florida, a school board ("School Board") (collectively, the "Parties"), for funding of its Gulfstream Early Learning Center (the "Agreement").

RECITALS

- A. The Parties entered into the original Agreement on May 22, 2019.
- B. The Parties desire to renew the Agreement, include up to two (2) additional optional one-year renewal terms, and provide for funding.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The Parties hereby renew the Agreement for the term beginning January 1, 2020 and ending September 30, 2020, to continue the Services and to align the Agreement with County's fiscal year.
- 2. The Parties hereby add to the Agreement up to two (2) optional one-year renewal terms ("Option Period 1" and "Option Period 2" respectively). If exercised by County, Option Period 1 begins on October 1, 2020 and ends on September 30, 2021, and Option Period 2 begins on October 1, 2021 and ends on September 30, 2022.

The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

- 3. Section 2.1 is hereby amended as follows:
 - 2.1 County will provide School Board with an annual amount not to exceed One Hundred Thousand Dollars (\$100,000) to assist School Board with funding the position of a Site Administrator ("Site Administrator") to oversee the daily operations, communications, and implementation of the key components of the GELC. The Site Administrator will manage the daily operations and programs of the GELC, which includes, but not limited to, a high-quality early education center, early childhood professional learning and development, community and state collaboration, family strengthening and social services connections, adult education, childcare licensing, and childcare accreditation.

County's decision to exercise an Option Period will be contingent upon, but not limited to, the following:

- a. Continued demonstrated and documented need for the services or priority area of funding;
- b. Satisfactory contract compliance, program performance, and utilization of funds by School Board, as determined by the Contract Administrator;
- c. Demonstrated financial stability by School Board;
- d. The availability of funds from County in accordance with Chapter 129, Florida Statutes; and
- e. Appropriation of funds by the Board.

The Contract Administrator, in his or her sole discretion, will determine whether the contingencies listed above have been fulfilled prior to the Contract Administrator exercising County's option to renew or extend this Agreement for any subsequent renewal or extension period.

- 4. This First Amendment is effective January 1, 2020. Except as expressly amended, all terms and conditions of the Agreement remain in full force and effect.
- 5. The Parties jointly prepared this First Amendment.
- 6. This First Amendment may be executed in multiple originals and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

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Coding: Words in ~~struck-through~~ type are deletions from existing text.
Words in underscoring type are additions to existing text.

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to the Agreement for Funding Assistance for the Gulfstream Early Learning Center: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 3rd of December 2019, and The School Board of Broward County, Florida, signing by and through its Chair, duly authorized to execute same.

COUNTY

WITNESS #1:

Broward County, by and through its County Administrator

Signature

By: _____
Bertha Henry, County Administrator

Print Name of Witness

_____ day of _____, 2020

WITNESS #2:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Signature

By: _____
Karen S. Gordon (Date)
Senior Assistant County Attorney

Print Name of Witness

KSG
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1/14/2020

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR FUNDING ASSISTANCE FOR GULFSTREAM EARLY LEARNING CENTER.

SCHOOL BOARD

The School Board of Broward County, Florida

(SEAL OR NOTARY)

By: _____

Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

____ day of _____, 2020

Approved as to Form and Legal Content:

Office of the General Counsel