

**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

NOVA SOUTHEASTERN UNIVERSITY, INC.
(hereinafter referred to as “NSU”),
whose principal place of business is
3301 College Avenue, Fort Lauderdale, Florida 33314

WHEREAS, SBBC and NSU entered into an Agreement that commenced on June 1, 2019 and concludes on August 1, 2022, with an option of renewal for one (1) additional two (2) year period beyond the conclusion date (“Agreement”); and

WHEREAS, the SBBC operates the following two (2) high school Summer Enrichment Programs: a Marine Science Program; and a Computer Science Program (collectively the “Summer Enrichment Programs” and individually as “Enrichment Program”); and

WHEREAS, the Agreement calls for NSU to host each Summer Enrichment Program for a five (5) day period in June of each year as part of the SBBC’s Summer programs; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter “First 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:

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.

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

The following provisions – sections 2.02 and 2.03 - shall replace the respective provision in the Agreement, by interlineation, as follows:

2.02 **NSU Responsibilities.** NSU shall host the Summer Enrichment Programs during the following times and at the following locations: (i) the Computer Science Program for five (5) days on Monday through Friday, from 8:30 A.M. to 3:00 P.M., at NSU's main campus in Broward County, Florida, (ii) the Marine Science Themed Program for five (5) days on Monday through Friday from 8:30 A.M. to 3:00 P.M., at NSU's Oceanographic Center in Dania, Florida. NSU shall host no more than thirty (30) students in each Enrichment Program. Each consecutive year during the term of the Agreement, the parties expect the dates to follow the closing of the regular school year, with the exact dates to be mutually agreed upon by SBBC and NSU. The Summer Enrichment Programs at NSU will provide students with (i) hands-on related activities/projects (agreed upon by NSU and the SBBC), and (ii) information on college and career opportunities in the fields of marine sciences, and computer technology. NSU will provide the instructors for the marine science, and computer technology learning sessions. NSU shall also provide the materials and supplies to be used in the Summer Enrichment Programs at NSU, and arrange for any field trips to be made.

2.03 **SBBC Responsibilities.** As a material inducement for NSU to enter into this Agreement, SBBC shall provide through participating magnet schools, the required number of teachers and other staff, satisfactory to NSU, to support the students throughout the Summer Enrichment Programs at NSU, including any field trips to be made. The individual schools shall provide stipends for the SBBC teachers to support and participate with the Summer Enrichment Programs at NSU. All SBBC teachers and other staff participating in any way in the Summer Enrichment Programs at NSU shall be SBBC employees. There will be no payments from SBBC to NSU under this agreement.

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 her 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.

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 NSU:

(Corporate Seal)

NOVA SOUTHEASTERN UNIVERSITY,
INC.

By: Meline Kevorkian
Meline Kevorkian, Ed.D.
Dean, College of Engineering and Computing

By: Harry K. Moon
Harry K. Moon, M.D.
EVP/COO

_____, Secretary

-or-

Shawn Hall

Witness

Virginia Riling

Witness

APPROVED AS TO LEGAL FORM
By: Michael Bogumill
Michael Bogumill, Esq.
Associate Counsel, Office for Legal Affairs

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/14/2020 (date) by Harry K. Moon (name of officer or agent, title of officer or agent) of NOVA Southeastern University (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did/ did not first take an oath this 14 day of February, 2020.

My Commission Expires:

Julissa Batista

Signature – Notary Public

JULISSA BATISTA

Printed Name of Notary

(SEAL)



Julissa Batista
Commission # GG153925
Expires: February 13, 2022
Bonded thru Aaron Notary

GG153925

Notary's Commission No.