

FIRST AMENDMENT

between

BROWARD COUNTY

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

for

Driver and Safety Education, 03-CSAD-8267-01

This is the Second Amendment to the Agreement entered into this _____ day of _____, 200____, by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

And

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA hereinafter referred to as "PROVIDER" and shall amend that Agreement by and between Broward County and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA entered into by and between the parties on the 10th day of June, 2003 ("Agreement");

WHEREAS, on April 29, 2003 (Agenda Item #24) the Board of County Commissioners authorized the County Administrator to negotiate and enter into contract with the School Board of Broward County, Florida for a sum not to exceed one hundred eleven thousand fifty-four dollars (\$111,054.00) for the provision of traffic education programs in public and non-public Broward County schools; and

WHEREAS, on June 24, 2003 the Board of County Commissioners authorized appropriation of \$34,000 from the Driver's Education Safety Trust Fund for the purpose of purchasing two additional vehicles and associated maintenance costs related to the Driver and Safety Education Program, and directed staff to amend the existing contract accordingly; further authorizing the County Administrator to take necessary budgetary action for implementation; and

WHEREAS, the funding amount referred to in Article 4, Section 4.1 for the Initial Term of the Agreement must be increased by thirty-four thousand dollars (\$34,000.00) from one hundred eleven thousand fifty-four dollars (\$111,054.00) to one hundred forty-five thousand fifty-four dollars (\$145,054.00);

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Words in underscored type are additions.

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WHEREAS, the County and Provider desire to modify the Scope of Services of the Agreement such that Exhibit D, Scope of Services, and Exhibit D-1, Outcomes, for the Driver and Safety Education Program are hereby deleted and the attached Amended Exhibit D and Exhibit D-1 for the Driver and Safety Education Program are hereby inserted in their place.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- I. Commencing June 10, 2003, Article III, Scope of Services, Section 3.1 of the Agreement shall be amended as follows:
 - 3.1 PROVIDER agrees to provide the services set forth in amended Exhibit D for the Driver and Safety Education Program, Scope of Services and to meet the outcomes as set forth in Exhibit D-1 as amended for the Driver and Safety Education Program

- III Commencing June 10, 2003, Article IV, Funding & Method of Payment, Section 4.1 of the Agreement shall be amended as follows:
 - 4.1 The annual maximum amount payable by COUNTY for the Initial Term and each Option Period under this Agreement shall be ~~One Hundred Eleven Thousand Fifty-four Dollars (\$111,054.00)~~ One Hundred Forty-five Thousand Fifty-four Dollars (\$145,054.00) ("Contract Amount").

- IV Commencing June 10, 2003, Exhibit D, Scope of Services, and Exhibit D-1, Outcomes, for Driver and Safety Education Program, 03-8267-CSAD-1, are hereby deleted and the attached amended Exhibit D, Scope of Services, and Exhibit D-1, Outcomes, for the Driver and Safety Education Program, 03-8267-CSAD-1, are hereby inserted in their place.

- V All other terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect.

- VI This Amendment is hereby made a part of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement 03-8267-CSAD-1 on the respective dates under each signature: **BROWARD COUNTY** through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Administrator, authorized to execute same by Board action on the 24th day of June, 2003 and **PROVIDER**, signing by and through its _____ duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, through its
County Administrator

County Administrator

____ day of _____, 200__

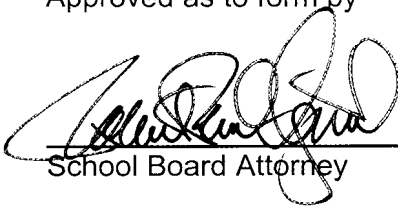
Approved as to form by
Office of County Attorney
Broward County, Florida
Edward A. Dion, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Assistant County Attorney

PROVIDER

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

Approved as to form by



School Board Attorney

By _____
Franklin L. Till
Superintendent of Schools

By _____
Signature of Chair
Lois Wexler

(SCHOOL BOARD SEAL)

____ day of _____ 20 ____.

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