



FIRST AMENDMENT TO SEPARATION AGREEMENT AND MUTUAL RELEASE

This First Amendment (“First Amendment”) to the Separation Agreement and Mutual Release (“Separation Agreement”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Young At Art of Broward, Inc., a Florida not-for-profit corporation (“YAA”) (collectively referred to as the “Parties”).

RECITALS

A. On December 8, 2020, the Parties entered into the Separation Agreement, which sets forth, among other things, the terms upon which YAA must vacate and turn over possession of certain property owned by the County.

B. YAA has requested that the Separation Agreement be amended as set forth in this First Amendment, and the County is willing to accommodate YAA’s request.

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

1. Recitals. Each party represents that the Recitals stated above are true and correct and are incorporated herein by reference.

2. Unless otherwise stated, words stricken through are deletions from existing text and words underlined are additions to existing text.

3. Section 3 of the Separation Agreement is hereby amended as follows:

3. Termination of Revised Lease. The Revised Lease shall be terminated effective seventy-four (74) ~~sixty (60)~~ days after the Effective Date (“Termination Date”). Upon the Termination Date, the Parties shall have no further rights, responsibilities, or obligations under the Revised Lease except for (i) those rights, responsibilities, and obligations set forth in Articles 8 and 12.1.1 of the Revised Lease; and (ii) any rights and responsibilities expressly stated in this Agreement.

4. Section 12 of the Separation Agreement is hereby amended as follows:

12. Waiver of grant funding entitlement. In exchange for the release of Thirty-Two Thousand Dollars (\$32,000.00) within five (5) calendar days after the Effective Date, and Thirty-Three Thousand Five Hundred Dollars (\$33,500.00) ~~Forty-Two Thousand Five Hundred Dollars (\$42,500.00)~~ within five (5) calendar days after YAA vacates provided that YAA vacates the Premises and Used Area on or before the Termination Date in accordance with this Agreement, YAA hereby waives and releases all claims or entitlements to any unpaid portion of the funds provided for or referenced in the March 11, 2020, Agreement between Broward County and Young at Art of Broward, Inc., for

Broward Cultural Council Cultural Incentive Program FY 2020 (Incentive Numbers CINP09-2020 and CTP14-2020) and any amendments (or proposed amendments) thereto, the proposed Place of Interest Sponsorship Agreement through the Broward County Convention and Visitors Bureau signed by YAA on June 26, 2020 (but never executed by the County), and any other agreement between County and YAA for any grant, incentive, or other funding for Fiscal Years 2020 and 2021 that has been partially or fully executed prior to the Effective Date.

5. The following Section 30 shall be added to the Separation Agreement:

30. Payment for Vacation of the Premises and Used Area in Advance of the Termination Date. If YAA vacates and turns over possession of the Premises and Used Area in accordance with this Agreement prior to the Termination Date ("Early Exit Date"), the County shall pay YAA Six Hundred Forty-Two Dollars and Eighty-Five Cents (\$642.85) per day for the amount of days between the Early Exit Date and the Termination Date (e.g., if the Early Exit Date is four (4) days prior to the Termination Date, the County shall pay YAA a total amount of Two Thousand Five Hundred Seventy-One Dollars and Forty Cents (\$2571.40)); provided, however, that the maximum amount that the County shall pay YAA under this Section 30 shall not, under any circumstances, exceed Eight Thousand Nine Hundred and Ninety-Nine Dollars and Ninety Cents (\$8999.90) (i.e., even if the Early Exit Date is twenty (20) days prior to the Termination Date, the County's total payment to YAA cannot exceed \$8999.90). Any amounts owed by County pursuant to this Section 30 shall be paid together with (i.e., in one check) the \$33,500 payment (if YAA becomes entitled to that payment) referenced in Section 12 of this Agreement.

6. Except as expressly modified herein, all terms and conditions contained within the Separation Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between this First Amendment and the Separation Agreement, this document shall control. All capitalized terms used in this First Amendment shall have the same meaning given such terms in the Separation Agreement, unless otherwise defined in this First Amendment.

7. Preparation of this First Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

8. Each individual executing this First Amendment represents and warrants that he or she is, on the date he or she signs this First Amendment, duly authorized by all necessary and appropriate action to execute this First Amendment on behalf of such party and does so with full legal authority.

9. Multiple originals of this First Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2021, and Young At Art of Broward, Inc., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor/Vice-Mayor

____ day of _____, 2021.

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

By _____
Israel Fajardo Date
Assistant County Attorney

By _____
Michael J. Kerr Date
Deputy County Attorney

FIRST AMENDMENT TO SEPARATION AGREEMENT AND MUTUAL RELEASE

YAA

WITNESSES:

YOUNG AT ART OF BROWARD, INC., A
FLORIDA NOT-FOR-PROFIT CORPORATION

Signature

Print Name of Witness above

Signature

Print Name of Witness above

By: _____
Authorized Signor

Print Name and Title

____ day of _____, 2021

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)