

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
YWCA SOUTH FLORIDA, INC.
FOR COURT SUPERVISION DROP-IN CHILDCARE SERVICES WITH ENRICHMENT AND
YOUTH ECONOMIC STABILITY (ECOSTA)
Agreement #: 25-CP-CSA-4000-01**

This Second Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and YWCA South Florida, Inc., an active Florida nonprofit corporation ("Provider"), each a "Party" and collectively referred to as the "Parties."

RECITALS

- A. The Parties entered into the original Agreement on January 9, 2025, for Court Supervision Drop-In Childcare Services with Enrichment and Youth Economic Stability (ECOSTA) (the "Agreement").
- B. On March 17, 2025, the Parties executed a First Amendment to update Exhibit C, Scope of Services, to reduce the eligibility requirements for Programs #1 and #2 and remove a service under Program #2.
- C. The Parties now desire to amend the Agreement to modify the eligibility requirements for Program #1 to offer the Services during family court proceedings in addition to domestic violence proceedings, at no additional cost to County; and replace Exhibit D, Required Reports and Submission Dates.

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

- 1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment will retain the meaning ascribed to such terms in the Agreement.
- 2. Unless otherwise expressly stated herein, amendments to the Agreement made under this Amendment are indicated herein by use of strikethroughs to indicate deletions and underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement remain in full force and effect.
- 3. Exhibit C, Program #1, Section I.B, of the Agreement is amended as follows:
 - B. Population of Focus: Individuals who meet all the eligibility criteria listed below ("Clients").
 - 1. Eligibility Criteria: To be eligible to receive Services under this program, an individual must meet all the following criteria:

- a. Be age six (6) months through their thirteenth (13th) birthday; and
 - b. Have a parent, legal guardian, or other authorized custodial representative ("Caregiver") who:
 - i. Is a victim of domestic violence;
 - ii. Is required to attend any domestic violence or family court proceedings at the Broward County Courthouse in Fort Lauderdale for matters related to the domestic violence incident, at the Broward County Courthouse, 201 S.E. 6th Street, Fort Lauderdale, Florida 33301, including divorce, child custody, visitation rights, child support, adoption, guardianship, or paternity;
 - iii. Has no ~~other options for~~ alternative childcare options while attending court proceedings; and
 - iv. Obtains a written referral from the Broward County Clerk of Courts Domestic Violence Clerk/Designee or Family Court Clerk/Designee ("Clerk").
2. Documentation of Eligibility: Provider must screen all prospective Clients for the following:
 - a. Verification of ~~Age~~ the Client's age;
 - b. Verification of the Caregiver's domestic violence or family court proceedings; and,
 - c. ~~Enrollment/Intake Form completed by Provider prior to the prospective Client being admitted into Services; and~~
 - d. Verification of written referral from the Clerk to the Caregiver.
4. Exhibit D, Required Reports and Submission Dates, of the agreement is hereby replaced in its entirety with the attached Revised Exhibit D.
5. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment will control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof will be predicated upon any prior representations or agreements, whether oral or written.
6. Preparation of this Amendment has been a joint effort of the Parties, and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

7. Provider acknowledges that through the date this Amendment is executed by Provider, Provider has no claims or disputes against County with respect to any of the matters covered by the Agreement.
8. The effective date of this Amendment will be the date of complete execution by the Parties.
9. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: 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 16th day of September 2025, and Provider, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Beam Furr, Mayor

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

_____ day of _____, 2025

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

Ronald Honick Digitally signed by Ronald Honick
By: _____ Date: 2025.08.07 14:25:43 -04'00'
Ronald J. Honick, III (Date)
Assistant County Attorney

Karen S. Gordon Digitally signed by Karen S.
By: _____ Gordon Date: 2025.08.08 12:11:55 -04'00'
Karen S. Gordon (Date)
Senior Assistant County Attorney

RJH/bh
YWCA-25-CP-CSA-4000-01-Am02
07/31/2025
#60070

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PROVIDER

YWCA South Florida, Inc.

By: Kerry-Ann Royes, Chief Executive Officer
Kerry Ann Royes, President and CEO

8/5/2025 | 3:44:52 PM EDT

____ day of _____, 2025

Exhibit D (Revised) – Required Reports and Submission Dates

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy	Due prior to execution of the Funding Agreement and upon revision by Provider	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
CBE Policy, if applicable		1 copy
Certificate of Insurance/Self-insured Verification		1 copy
County's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form, if applicable	Due within ten (10) days after execution of the Funding Agreement and in accordance with Section 16.5.3 of the Standard Terms	1 copy
Continuity Plan (formerly, Continuity of Operations Plan or COOP)	Due upon execution and annually on April 15th	1 copy
Line-Item Budget	Due upon execution and with the submission of the annual final invoice on October 10th	1 copy
Invoice and supporting documentation	10th day of each month Invoices are either emailed to CPD@broward.org with a copy to the Contract Manager or mailed to: Community Partnerships Division 115 S. Andrews Avenue, Suite A-370 Fort Lauderdale, Florida 33301	1 copy
Quarterly Demographic/Performance Report	Due quarterly (specifically, on January 10th, April 10th, July 10th, and October 10th)	1 copy
Current Certificate of Insurance	Due prior to expiration; submit to Repository with a copy to the Contract Manager	1 copy
Audited Financial Statements	Due within 180 days after the close of Provider's fiscal year end; submit to Repository and copy to Contract Manager	1 copy
State Financial Assistance Reporting Package, if applicable		1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days after receipt	1 copy
Incident Reports	Due upon request and in accordance with the Provider Handbook	1 copy
Organizational Profile	Due upon request – Send directly to First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward	1 copy

Note: Failure to submit the foregoing reports on or before the due date will result in the suspension of any payments due by County to Provider.