

**THIRD 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 Third 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 Agreement for Court Supervision Drop-In Childcare Services with Enrichment and Youth Economic Stability (ECOSTA) on January 9, 2025 (the "Original Agreement").
- B. The Original Agreement was amended by a First Amendment on March 17, 2025, to update Exhibit C, Scope of Services, and a Second Amendment on September 16, 2025, to modify the eligibility requirements for Program #1 and replace Exhibit D, Required Reports and Submission Dates.
- C. The Parties also executed Contract Adjustment #1 on May 27, 2025, to reduce the funding amount during the Initial Term, and Contract Adjustment #2 on November 4, 2025, to reduce the funding amount during Option Period 1. The Original Agreement, as amended by the First Amendment, the Second Amendment, Contract Adjustment #1, and Contract Adjustment #2, is referred to as the "Agreement."
- D. The Parties now desire to further amend the Agreement to (i) update Sections 11.1, 15.4, and 16.2; (ii) delete Section 16.25; and (iii) delete Program #2, Youth Economic Stability (ECOSTA), in its entirety.

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. Section 11.1 of the Agreement is replaced in its entirety as follows:
 - 11.1. Provider and Subcontractors must not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of the Funding Agreement. Provider must include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
4. Section 15.4, Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern, of the Agreement is amended as follows:
 - 15.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Provider represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it ~~is~~ has not been identified as a company "scrutinized company" or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and ~~for~~ throughout the term of the Funding Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that it is, and ~~for~~ throughout the term of the Funding Agreement will remain, in compliance with Section 286.101, Florida Statutes.
5. Section 16.2, Rights in Documents and Work, of the Agreement is replaced in its entirety as follows:
 - 16.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Provider specifically for County in connection with performing Services, whether finished or unfinished ("Documents and Work"), will be owned by County and Provider hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work, and must provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. Provider represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County the rights stated in these Standard Terms. Provider must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of the Funding Agreement. Any compensation due to Provider may be withheld until all Documents and Work are provided as set forth herein. Provider must ensure that the requirements of this section are included in all of Provider's agreements with Subcontractor(s).
6. Section 16.25, Drug-Free Workplace, of the Agreement is deleted in its entirety.

7. The Agreement is hereby amended to delete Exhibit C, Scope of Services, Program #2, Youth Economic Stability (ECOSTA), in its entirety.

8. Exhibit A, Agreement Specifications, Section 3 of the Agreement is amended as follows:

3. Maximum Funding.

Period	Maximum Not-to-Exceed Funding Amount
Initial Term	\$181,897
	Program #1: \$106,897
	Program #2: \$75,000
Option Period 1 (if exercised)	\$181,897 <u>\$106,897</u>
	Program #1: \$106,897
	Program #2: \$75,000
Option Period 2 (if exercised)	\$190,000 <u>\$115,000</u>
	Program #1: \$115,000
	Program #2: \$75,000
Extension Period	Amount appropriated by the Board for Provider's Services for the Extension Period.

9. The title of the Agreement is revised in its entirety to read as follows: Agreement between Broward County and YWCA South Florida, Inc., for Court Supervision Drop-In Childcare Services with Enrichment.

10. 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.

11. 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.

12. 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.

13. This Amendment is effective October 1, 2025.

14. 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.

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 _____ day of _____ 2026, and Provider, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through its Board of County Commissioners

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

By: _____
Mayor

_____ day of _____, 2026

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: _____
Ronald J. Honick, III (Date)
Assistant County Attorney

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

RJH/bh
YWCA-25-CP-CSA-4000-01-Am03
12/09/2025
#60070

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PROVIDER

YWCA South Florida, Inc.

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

12/10/2025 | 11:57:06 AM EST

____ day of _____, 20____