

**AMENDMENT TO AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
AND
SARASOTA FAMILY YOUNG MEN’S CHRISTIAN ASSOCIATION, INC.
(TRIAD PROGRAM)**

This Amendment to Agreement is made and entered into this 19th day of July, 2011, between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the “School Board”) and Sarasota Family Young Men’s Christian Association, Inc., a Florida not-for-profit corporation (“YMCA”), f/k/a YMCA Children, Youth and Family Services, Inc.

WHEREAS, the School Board and YMCA entered into an Agreement dated June 21, 2011 (“Agreement”) concerning the YMCA’s TRIAD program; and

WHEREAS, the parties desire to modify their Agreement to include the provision described below.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other valuable consideration, the parties to this Amendment to Agreement hereby agree as follows:

1. Paragraph 3 of the Agreement shall be amended to read, in its entirety:

During the term of this Agreement, the School Board grants YMCA the non-exclusive right to use the properties located at 4430 Beneva Road, Sarasota, Florida 34232 (North site) and 1130 Indian Hills Boulevard, Venice, Florida 34293 (South site), for the sole purpose of allowing YMCA to operate an Alternative School program known as TRIAD for students in grades 6-12 at these locations.

2. Paragraph 4 of the Agreement shall be amended to read, in its entirety:

The School Board agrees to pay YMCA for services as follows:

4.1 The School Board agrees to pay YMCA an amount of \$1,086,650.00 for 110 traditional student slots and 20 slots allocated for ESE/EBD identified students at the North site. The School Board agrees to pay YMCA an amount of \$400,000.00 for 38 traditional student slots and 10 slots allocated for ESE/EBD identified students at the South site. The required instructional materials will be procured through the School District’s Instructional Materials Department.

4.2 The School Board shall ensure that YMCA receives timely and efficient reimbursement upon receipt of required financial statements and request for

payment at the end of each month. Reimbursement will be at the rate of \$123,887.50 per month for services at these two sites for the period covering July 01 through June 30 each year.

4.3 In any programs of services provided by the School Board which are funded by federal funds and for which federal dollars follow the eligible student, the School Board agrees, upon adequate documentation from YMCA, to provide YMCA with an appropriate share of the federal funds received by the School Board if the same level of service is provided by YMCA, provided that federal law or regulation does not prohibit this transfer of funds. This amount will be in addition to the \$1,486,650.00.

3. Paragraph 6.22 of the Agreement shall be amended to read in its entirety:

6.22 YMCA agrees that use of School Board site/facilities at 4430 Beneva Road, Sarasota, FL and 1130 Indian Hills Boulevard, Venice, Florida is solely for the purpose of operating the alternative education program known as TRIAD. YMCA shall be responsible for providing all custodial services while it is operating the TRIAD program at the 4430 Beneva Road and 1130 Indian Hills Boulevard properties.

4. Paragraph 14.1 of the Agreement shall be amended to read in its entirety:

14.1 IT support shall continue to be cooperatively developed between the School Board and YMCA. For the North site, the School Board will continue to provide network connection, software support, Active Board support, maintain telephone and intercom system, and support for other instructional services provided through the School Board/Sarasota County network. The YMCA will provide and maintain the remote network connection for the YMCA. These services are not currently available at the South site. The School Board will develop a plan for the South site to provide these services and will commence providing them as soon as is practicable.

5. Paragraph 15 of the Agreement shall be amended to read in its entirety:

15. This Agreement can be terminated for breach of the covenants set forth herein. Termination of the Agreement for breach shall be effective upon giving ten (10) days written notice of the breach of the Agreement and termination thereof. Additionally, either the School Board or YMCA can terminate this Agreement without cause at any time after giving the other party thirty (30) days written notice. Upon written termination of this Agreement for any reason, YMCA's right of use to the property at both 4430 Beneva Road and 1130 Indian Hills Boulevard shall cease, YMCA

shall vacate the premises, and neither party shall owe the other any further performance under this Agreement.

6. The parties acknowledge and agree that the remainder of the terms of the Agreement shall remain in full force and effect. Where there is any conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement as of the date first above written.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

BY: _____
Frank Kovach, Chairman

Approved for Legal Content
July 7, 2011, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

SARASOTA FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.

BY: _____
Paul Smith, President & CEO