

FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
For the
COMMITMENT OF FUNDING BETWEEN THE COMMUNITY FOUNDATION OF SRASOTA COUNTY, INC.
AND
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

This First Amendment is entered into this 23rd day of July, 2013 by the Community Foundation of Sarasota County, Inc. (the "Community Foundation") and the School Board of Sarasota County, Florida (the "School Board"), (Community Foundation and School Board collectively the "Parties") to amend the Memorandum of Understanding for the Commitment of Funding between the Community Foundation and The School Board dated October 16, 2012 (the "MOU").

By their signatures below, both Parties agree to amend the MOU as follows:

1. Delete Paragraph #2 in its entirety and replace with the following paragraph:

"2. Community Foundations Offer of Funding

The Community Foundation shall provide funding to the School Board in the total amount of \$121,929 (the "Funding"). This Funding shall be made in the form of two grants to the School Board. The first grant, made in the amount of \$81,929, was paid on October 26, 2012. The second grant, in the amount of \$40,000, shall be provided to the School Board within ten (10) days of the date of this First Amendment. Should the cost of the employee increase as of July 1, 2013, the Community Foundation agrees that it will provide additional funding, upon invoice from the School Board, in an amount equal to the actual cost increase associated with paying the Program Director. The balance of any unused funds from the Grant from the Community Foundation to the School Board shall, during the term of this Agreement, remain subject to refund to the Community Foundation in the event the Agreement is terminated as provided in paragraph 5 below."

2. Delete Paragraph #5 in its entirety and replace with the following paragraph:

"5. Term of Agreement

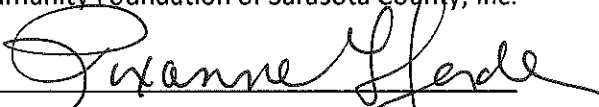
This Agreement shall be effective as of the date it is executed by both parties and shall continue in effect through June 30, 2014. Either party may terminate this Agreement at any time without cause by providing sixty (60) days written notice ("Termination Period") to the other party. Written notice may be provided by email, fax, certified carrier or US Post."

3. The parties acknowledge and agree that the remainder of the terms of the MOU shall remain in full force and effect during the term of this Amendment.

4. Where there is any conflict between the terms of this Amendment and the MOU, the terms of this Amendment shall control.

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

Community Foundation of Sarasota County, Inc.

By: 
Roxanne G. Jerde, CEO and President

School Board of Sarasota County, Florida

By: _____
Jane Goodwin, Chair

Approved for Legal Content
June 19, 2013, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH