

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING AND AGREEMENT
DATED JUNE 3, 2024**

This First Amendment (“First Amendment”), with an effective as of the date which the last party executes this Amendment, by and between DeKalb County School District (“DCSD”), a political subdivision of the State of Georgia under the management and control of the DeKalb County Board of Education, (“Board”) and the Trust for Public Land, a nonprofit California corporation (“TPL”), (collectively, the “Parties,” and singly a “Party”) is for the purpose of amending the terms of the Memorandum of Understanding and Agreement dated June 3, 2024 (“Agreement”).

RECITALS:

WHEREAS, TPL and DCSD cooperated to initiate a schoolyards pilot program (“Program”) and through that cooperation reached an understanding of the terms and conditions that would be applicable to the Program and the Parties; and

WHEREAS, TPL and DCSD memorialized their agreement in a final document (“Agreement”); and

WHEREAS, inadvertently an earlier draft of the Agreement (“Errant Document”) was included on the Board’s agenda on December 15, 2023 instead of the Agreement; and

WHEREAS, both TPL and DCSD executed the Errant Document; and

WHEREAS, both TPL and DCSD recognized and acknowledged the Errant Document did not represent the agreed upon terms and conditions as contained in the Agreement and further, did not reflect the meeting of the minds of the Parties; and

WHEREAS, TPL and DCSD rescinded the Errant Document and replaced it with the Agreement; and

WHEREAS, TPL and DCSD now desire to amend the Agreement to extend its term.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TPL and DCSD agree as follows:

1. In **Section 3. General Terms and Conditions**, delete subsection 3.1 Term in its entirety and replace it with the following:

3.1 Term. The term of this Agreement shall commence on the effective date of this Agreement and terminate on March 31, 2027 unless extended by the parties via written amendment or terminated pursuant to subsection 3.13 Termination.

3. Capitalized Terms. Any capitalized terms contained in this First Amendment but not defined herein shall have the same meaning as the same capitalized terms in the Option Agreement.

4. Conflict of Terms. In the event of any conflict of terms between this First Amendment and the Option Agreement, the terms of this First Amendment shall govern.

5. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel or through an electronic signature delivery system of an executed counterpart of this First Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this First Amendment and bind the parties to the terms hereof.

6. Full Force and Effect. Except as set forth in this First Amendment, the Option Agreement remains unchanged, unmodified and in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this First Amendment to be executed and sealed by its duly authorized signatory(ies) on the date set forth below

ACCEPTED AND AGREED:

DeKalb County School District

Trust for Public Land

By:

By: George Dusenbury

Its:

Its: GA State Director

Date: _____

Date: _____