

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this ____ day of _____ 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FRONTLINE TECHNOLOGIES GROUP LLC
(hereinafter referred to as "VENDOR"),
having its principal place of business at
1400 Atwater Drive
Malvern, PA 19355-8701

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-067E, Professional Development Management Software System and Services (hereinafter referred to as "RFP"), dated February 4, 2014, and amended by Addendum No. 1 dated February 10, 2014, Addendum No. 2 dated February 24, 2014 and Addendum No. 3 dated February 27, 2014, each of which is incorporated by reference herein, for the purpose of receiving proposals for Professional Development Management Software System and Services; and

WHEREAS, the VENDOR submitted a proposal on February 27, 2014, including a Cost Proposal, in response to the RFP, (hereinafter collectively referred to as "PROPOSAL"), which are incorporated herein by reference; and

WHEREAS, the RFP allows for the Agreement to extend through June 30, 2019; and further allows for, upon the mutual agreement between SBBC and VENDOR, an extension for two (2) additional one (1) year periods and, if needed, 180 days beyond the expiration date of the renewal period; and

WHEREAS, SBBC and VENDOR entered into an Agreement on May 6, 2014 (hereinafter referred to as "Agreement") under the RFP with an expiration of June 30, 2018; and

WHEREAS, SBBC and VENDOR entered into a First Amendment on July 28, 2015.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

The following provision shall be added to Article 2.01 of the Agreement, by interlineation, as follows:

Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement is hereby extended to December 31, 2018, solely for the ASP-hosting Option as referenced in the VENDOR's PROPOSAL.

The following provision shall be added to Article 2.04 of the Agreement, by interlineation, as follows:

The license fees for the ASP-hosting Option as referenced in the VENDOR's PROPOSAL for the time period of July 1, 2018 through December 31, 2018 shall be One hundred Eighty Six Thousand, Seven Hundred Dollars and 00/100 Cents (\$186,700.00). Subsequent to the execution of this Second Amendment by all parties, VENDOR will submit a proper and appropriate invoice for the amount of One hundred Eighty Six Thousand, Seven Hundred Dollars and 00/100 Cents (\$186,700.00) and SBBC will pay same invoice net thirty (30) days from the date of the invoice.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this Second Amendment to Agreement; then
- b) the First Amendment; then
- c) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

FRONTLINE TECHNOLOGIES GROUP
LLC

ATTEST:

By Scott Crouch
Signature

, Secretary

Printed Name: SCOTT CROUCH

-or-

Title: VP, FINANCIAL OPERATIONS

[Signature]
Witness

[Signature]
Witness

STATE OF Pennsylvania
COUNTY OF Chester

The foregoing instrument was acknowledged before me this 20th day of February, 2018 by Scott Crouch of Frontline Education on behalf of the corporation/agency. He/She is personally known to me or produced in person as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Kristen Campbell
Signature - Notary Public

Kristen Campbell
Printed Name of Notary

1285250
Notary's Commission No.

