

FIRST AMENDMENT TO AGREEMENT

THIS FIRST 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

EDUCATION LOGISTICS, INC.
(hereinafter referred to as "EDULOG"),
having its principal place of business at
3000 Palmer Street, Missoula, Montana 59808.

WHEREAS, SBBC and EDULOG entered into an Agreement dated March 18, 2013 (hereafter "Agreement"); and

WHEREAS, the Agreement for software and maintenance of a global positioning system and student tracking for Student Transportation and Fleet Services; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum not to exceed \$296,275 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 **Term of Agreement.** The March 18, 2013 Agreement is hereby extended from March 31, 2018 through March 31, 2019 unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.04 **Cost of Services.** SBBC shall pay Education Logistics for services rendered under this First Amendment to Agreement according to the following pricing schedule, which contains items listed under

- Communication, Services and Data Retention, and
- Software

in Attachment B of the Agreement. Invoicing annually, or periodically as needed. The total number of vehicles with equipment installed is 1351 (1335 purchased under the original RFP plus 16 additional vehicles added at the request of SBBC during the course of the Agreement).

Zonar GPS Service Fees

- 1. ZONAR V3 SERVICE FEE \$ 156,851.10
includes cellular communication for 1351 vehicles
- 2. ZONAR GROUND TRAFFIC CONTROL SERVICE FEE – 1351 vehicles \$ 34,855.80

Edulog GPS Software License/Maintenance/Support

- 3. BASIC EDUTRACKER – 1351 vehicles \$ 69,711.60
- 4. COMPARATIVE ANALYSIS – 1351 vehicles \$ 34,855.80

TOTAL NOT TO EXCEED PRICE: \$ 296,274.30

1.05 **Insurance Requirements.** Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

- (a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- (b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- (c) Workers’ Compensation. Florida Statutory limits in accordance with Chapter 440; Employer’s Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- (d) Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

VENDOR does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of “Any Auto” coverage effective the date of acquisition..

- (e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody’s Investor Service.

(f) Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

(g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

(h) Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

1.06 **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 First Amendment to Agreement; and
- (b) the Agreement.

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

1.08 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this

First 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 First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First 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:

**Janette M.
Smith**

Digitally signed by Janette M.
Smith
Date: 2018.03.05 09:18:10
-05'00'

Office of the General Counsel



(Corporate Seal)

FOR VENDOR

EDUCATION LOGISTICS, INC.

ATTEST:

[Signature]
Udloc N. Nguyen, Secretary

By [Signature]
Signature

Printed Name: Jason Corbally

Title: President

-or-

Witness

Witness

STATE OF MONTANA

COUNTY OF MISSOULA

The foregoing instrument was acknowledged before me this 26th day of February, 2018 by Jason Corbally of

Name of Person

Education Logistics, Inc. on behalf of the corporation/agency. He/She is personally known to me or produced _____ as identification and did first take an oath. Type of Identification

My Commission Expires:

11/05/2020

[Signature]
Signature – Notary Public

Lois J Jensen
Printed Name of Notary

N/A
Notary's Commission No.

(SEAL)

