

## **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

**NETWORK FOR TEACHING ENTREPRENEURSHIP, INC.**

(hereinafter referred to as “NFTE”),  
having its principal place of business at  
1951 NW 7<sup>th</sup> Avenue Suite 300,  
Miami, FL 33136

**WHEREAS**, SBBC and NFTE entered into an Agreement dated September 7, 2016 (hereafter “Agreement”); and

**WHEREAS**, the parties amended the Agreement on August 8, 2017 through a First Amendment to Agreement; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement; and

**WHEREAS**, parties wish to remove one (1) high school and one (1) 6-12 center school from the Agreement.

**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, by interlineation, to remove the following two (2) school sites in the following stated locations from August 15, 2018 through the end for the term of the Agreement - July 31, 2019:

<b>Location</b>	<b>Course</b>	<b>Number of Teachers</b>	<b>Agreement Reduction in Cost</b>
Lauderhill 6-12	Startup Tech	2	(\$2,000)
Coral Springs High School	Owning Your Future	1	(\$2,000)
<b>Total Reduction in Cost</b>			<b>(\$4,000)</b>

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; and
- b) the First Amendment to Agreement; and
- 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.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FOR NFTE**

**NETWORK FOR TEACHING ENTREPRENEURSHIP, INC.**

[Signature] Jeannine Schloss NFTE 8/20/18  
Regional Director (signature) (Print) (Organization) (Date)

(Corporate Seal)

ATTEST:

\_\_\_\_\_, Secretary

-or-  
[Signature]  
Witness

[Signature]  
Witness

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 2018 by Jeannine Schloss of NFTE on behalf of the corporation/agency. He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. \_\_\_\_\_  
Name of Person  
Type of Identification

My Commission Expires: 05-22-2020

[Signature]  
Signature – Notary Public

Jose Raul Medina  
Printed Name of Notary

# FF994976  
Notary's Commission No.

(SEAL)



**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