

**AMENDMENT TO AGREEMENT FOR
PROGRAM MANAGER/COST and PROGRAM CONTROL SERVICES**
between
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
and
ATKINS NORTH AMERICA, INC.

THIS FIRST AMENDMENT to the Program Manager/Cost and Program Controls Services Agreement by and between The School Board of Broward County, Florida ("**SBBC**") and Atkins North America, Inc. ("**Atkins**") dated September 16, 2015 (the "**Agreement**"), is hereby entered into this 5th day of September 2018.

WHEREAS, the SBBC and Atkins acknowledge and agree that the Agreement between SBBC and Atkins dated September 16, 2015, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, the parties mutually desire to bifurcate the first one (1) year renewal period available under the Agreement and provide greater detail about the one hundred eighty (180) day extension of term available under the Agreement; and

WHEREAS, the parties mutually desire to extend the initial term of the Agreement for a period of forty-five (45) days to enable SBBC to fully assess the services provided by Atkins prior to SBBC's consideration of a longer period of Agreement renewal.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. **Revised Terms.** Article 2.01 Term of the Agreement is amended by the addition of terms identified by *underlined and italicized text* as follows:

Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on September 17, 2015 and conclude on September 16, 2018. The term of the contract may, at the sole discretion of SBBC along with the agreement of VENDOR, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. *After the initial term of this Agreement, the term of the Agreement may be extended upon mutual agreement of the parties for the following durations:*

- (a) *First Renewal Period: September 17, 2018 through and including November 1, 2018 (45 days);*
- (b) *Second Renewal Period: November 2, 2018 through and including September 17, 2019 (320 days); and*

- (c) Third Renewal Period: September 18, 2019 through and including September 17, 2020 (365 days).

If considering renewal of the Agreement, SBBC's Procurement & Warehousing Services Department will request a letter to renew from ATKINS prior to the end of the then current term. The exercise of implementation of any renewal period shall be approved by an Amendment to this Agreement.

In addition, SBBC may elect at its sole discretion to extend the Agreement for an additional one hundred and eighty (180) day period beyond the conclusion of the Third Renewal Period.

2. **Exercise of First Renewal Period.** The parties agree to exercise the First Renewal Period as revised through this First Amendment and to extend the term of the Agreement from September 17, 2018 through and including November 1, 2018.

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

4. **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; then
- b) the Agreement.

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

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

FOR SBBC

(Seal)

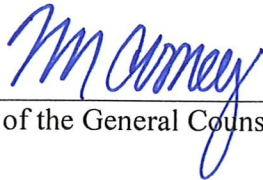
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

*** THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK ***



FOR ATKINS NORTH AMERICA, INC.

(Corporate Seal)

ATKINS NORTH AMERICA, INC.

ATTEST:

Rene de los Rios
Assistant, Secretary
Rene de los Rios

By David J. Carter
David J. Carter
Senior Vice President

-or-

Mercedes Tellia
Witness

Gumilet Ober
Witness

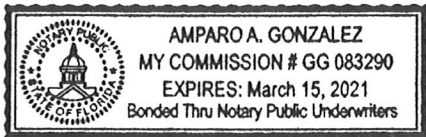
The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged by for me this 28th day of August, 2018, by David J. Carter of Atkins North America, Inc., on behalf of the corporation or agency, who is personally known to me and did/did not first take an oath.

My commission expires:



(SEAL)

Amparo A. Gonzalez
Signature – Notary Public
Amparo A. Gonzalez
Printed Name of Notary