

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

PUBLIC CONSULTING GROUP, INC.
(hereinafter referred to as "PCG"),
a foreign profit corporation authorized
to do business in the State of Florida
having its principal place of business at
148 State Street, 10th Floor, Boston, Massachusetts 02109

WHEREAS, SBBC and PCG entered into an Agreement dated June 28, 2016 (hereafter "Agreement"); and

WHEREAS, the parties amended the Agreement on May 8, 2018 through a First Amendment to Agreement; and

WHEREAS, the Agreement provides licensing for an internet-based Electronic Management System ("EMS Computer Software") for Individual Education Plans, Gifted Education Plans and Service Plans for Private School students and assists administrators and teachers with the reporting requirements of the Individuals with Disabilities Education Act of 2004, (9PL 105-17) ("IDEA"), and the license to access PCG's related proprietary systems and documentation including, but not necessarily limited to EasyFAX, SmartScan, the Gifted Module, Paperclip, Advanced Reporting and Behavior Plus; and

WHEREAS, the parties mutually desire to enhance the EMS Computer Software by adding a parent portal called EDPlan Connect; and

WHEREAS, the parties mutually desire to further amend certain provisions of the Agreement through this Second Amendment to Agreement (hereafter "Second Amendment").

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:

Section 2.03 and Subsections 2.03.1 and 2.03.2 of the Agreement are hereby revised as follows:

2.03 Pricing and Payment

2.03.1 **Pricing.** The pricing as detailed in **Attachment A**, constitutes a fixed cost for all licensed software, implementation, customization services, maintenance, support services, materials and services, instructional end-user and administrator training costs and any PCG or third party products for the Initial Term. The Parties agree that the firm fixed costs (a/k/a “Fixed Cost”) shall not include any products, services or expenses not specified in **Attachment A** and is dependent upon both Parties fulfilling their respective obligations hereunder. In the event the Parties elect to extend the Term of this Agreement, the Parties agree that the pricing for Annual Support and Maintenance (**on Attachment A**) shall not be increased. The pricing as detailed in **Attachment C**, constitutes a one-time fee for the development of an Interim EP for the Gifted Development Plan and is dependent upon both Parties fulfilling their respective obligations hereunder. The pricing as detailed in **Attachment D**, constitutes the costs associated with the project development and ongoing hosting and support for the Student Impacts Information (SII) Application and is dependent upon both Parties fulfilling their respective obligations hereunder. The pricing as detailed in **Attachment E**, constitutes the costs associated with the project development and ongoing hosting and support for the EDPlan Connect Parent Portal and is dependent upon both Parties fulfilling their respective obligations hereunder.

2.03.2 **Payment.** In consideration of the licenses granted by PCG to SBBC under this Agreement, SBBC shall pay the fee of \$569,000.00 (set forth in **Attachment A**) in four (4) installments of \$142,250.00 due to PCG on a quarterly basis for satisfactory service under the terms of this Agreement. SBBC shall pay the fee of \$44,000 within thirty (30) days of receipt of appropriate invoice, upon commencement of the First Amendment to Agreement (See **Attachment C**). SBBC shall pay the fee of \$225,000 in two (2) installments of \$150,000 within thirty (30) days of receipt of an appropriate invoice, upon commencement of the First Amendment to Agreement and \$75,000 shall be paid on or after July 1, 2018 (See **Attachment D**). SBBC shall pay the fee of \$166,250 in four (4) installments of \$41,562.50 due to PCG on a quarterly basis for satisfactory service under the terms of this Second Amendment (See **Attachment E**). Should this Agreement be terminated prior to the expiration of the term of this Agreement, such pre-paid fees shall be pro-rated and refundable for the remaining unused term of this Agreement.

3.17 **Incorporation by Reference.** **Attachments A, B, C, D and E**, the latter of which is attached to the Second Amendment, shall be deemed to be incorporated into this Agreement by reference.

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;
- 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; SIGNATURE PAGES FOLLOW]

FOR SBBC

(Corporate Seal)

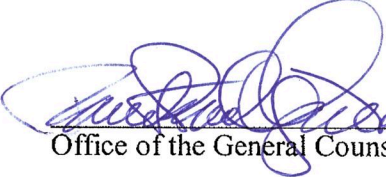
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


09/04/2019
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR PCG

(Corporate Seal)

PUBLIC CONSULTING GROUP, INC.

ATTEST:

By Amy W Smith
Signature

_____, Secretary

Printed Name: Amy W Smith

Title: Manager

-or-
Denara Lewis
Witness

Kat Kelly
Witness

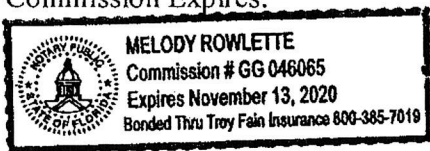
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5th day of September, 2018 by Amy W. Smith of _____
Name of Person

Public Consulting Group Inc. on behalf of the corporation/agency. He/She is personally known to me or produced North Carolina Driver as identification and did/did not first take an oath. Type of Identification License

My Commission Expires:



(SEAL)

Melody Rowlette
Signature - Notary Public

Melody Rowlette
Printed Name of Notary

Notary's Commission No.

Attachment – E

Cost described below is an annual fee for EDPlan Connect.

Description	ESE Student Count	Cost per Student	Price
Annual Fee	35,000	\$5.00	\$175,000
One-Time Implementation Fee			\$3,500
<i>SUBTOTAL</i>			<i>\$178,500</i>
Waived One-Time Implementation Fee			-\$3,500
Annual Fee Discount	35,000	-\$0.25	-\$8,750
TOTAL			\$166,250

EDPlan Connect pricing includes:

- Access for parents of all students to view and sign all documents currently available on the system,
- Up to 5 voice/text alerts per student per year (based on total student count ~271,517), and
- Translated email notifications and portal menus.