

## 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

**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 is 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 through this Second Amendment to Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum not to exceed \$276,012.00 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, 2019 through March 30, 2020 unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **Cost of Services.** SBBC shall pay EDULOG for services rendered under this Second Amendment to Agreement according to the following price schedule, which contains items listed in Attachment B of the Agreement, invoicing annually.

The total number of vehicles with equipment installed is 1,353 (1335 purchased under the original RFP plus 18 additional vehicles added at the request of SBBC during the course of the Agreement).

<b>Software License / Service Fees</b>	<b># Buses</b>	<b>Cost per Year</b>	<b>Extended Cost</b>
Basic EduTracker GPS/AVL Software for Zonar V3 Units (\$4/bus/month)	1,353	\$48.00	\$64,944.00
Comparative Analysis and Integration with Edulog Routing and Scheduling System (\$2/bus/month)	1,353	\$24.00	\$32,472.00
Zonar V3 Service Fee (\$9/bus/month)	1,353	\$108.00	\$146,124.00
Zonar Ground Control Service Fee (\$2/bus/month)	1,353	\$24.00	\$32,472.00
<b>Total (not to exceed)</b>			<b>\$276,012.00</b>

1.04 **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 to Agreement; then
- c) the Agreement.

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

1.06 **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:

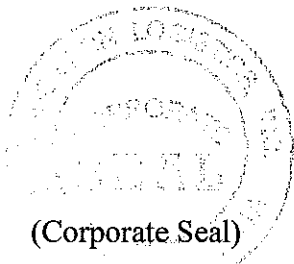
By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
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]**



(Corporate Seal)

**FOR EDULOG:**

EDUCATION LOGISTICS, INC.

ATTEST:

[Signature]  
\_\_\_\_\_, Secretary

By [Signature]  
\_\_\_\_\_  
Jason Corbally, President

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF Montana

COUNTY OF Missoula

The foregoing instrument was acknowledged before me this 5th day of December, 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/did not 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.

