

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into as of this 9th day of January 2019, 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"),
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 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. In addition, it 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, Behavior Plus, and EDPlan Connect; and

WHEREAS, SBBC and PCG entered into a First Amendment to Agreement dated May 8, 2018 (hereafter "First Amendment to the Agreement"); and

WHEREAS, SBBC and PCG entered into a Second Amendment dated October 16, 2018 (hereafter "Second Amendment to the Agreement"); and

WHEREAS, the parties mutually desire to enhance the EMS by adding a Student Threat Assessment module; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this Third Amendment to Agreement (hereafter "Third 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:

The following provisions shall replace Sections 2.03.1, 2.03.2, and 3.17 as amended in the Second Amendment to the Agreement, by interlineation, 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. The pricing as detailed in **Attachment F**, constitutes the costs associated with the project development and ongoing hosting and support for the Student Threat Assessment module 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 \$44,000.00 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 \$225,000.00 in two (2) installments of \$150,000.00 within thirty (30) days of receipt of an appropriate invoice, upon commencement of the First Amendment to Agreement and \$75,000.00 shall be paid on or after July 1, 2018 (See **Attachment D**). SBBC shall pay the fee of \$166,250.00 in four (4) installments of \$41,562.50 due to PCG on a quarterly basis for satisfactory service under the terms of the Second Amendment (See **Attachment E**). SBBC shall pay the fee of \$164,500.00 for the Student Threat Assessment module (See

Attachment F) in this Third Amendment in two (2) installments of \$82,250.00 in April and June 2019. SBBC shall pay the fee of \$144,500.00 in four (4) installments of \$36,125.00 each, due to PCG in July 2019, October 2019, January 2020 and April 2020. SBBC will provide student count to PCG on December 1, 2019 and SBBC shall pay \$1.00 per student. PCG will calculate quarterly payment amount by dividing the calculated total by four with installment payment due in the months of July 2020, October 2020, January 2021 and April 2021. 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, E and F, the latter of which is attached to the Third Amendment, and referenced herein 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 Third Amendment to Agreement;
- b) the Second Amendment to Agreement;
- c) the First Amendment to Agreement; and
- d) 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 Third Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third 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]

FOR PCG

(Corporate Seal)

PUBLIC CONSULTING GROUP, INC.

ATTEST:

By Amy W Smith
Signature

, Secretary

Printed Name: Amy W Smith

-or-

Title: Manager

Helen Scrugg
Witness

Tracy Spitta
Witness

STATE OF North Carolina

COUNTY OF Mecklenburg

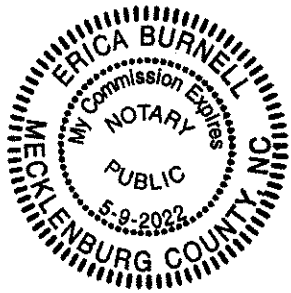
The foregoing instrument was acknowledged before me this 17 day of January, 2019 by Amy W Smith of _____
Name of Person

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

My Commission Expires:

Erica Burnell
Signature – Notary Public

(SEAL)



Erica Burnell
Printed Name of Notary

201211500151
Notary's Commission No.

Attachment – F

Costs described below are the implementation and annual fees for the Student Threat Assessment module.

| Service | 02/06/19-06/30/19 | 07/01/19-06/30/20 | 07/01/20-06/30/21 |
|--|--|--|--|
| Consulting, Planning & Implementation Support | \$30,000 | \$30,000 | \$0 |
| Setup & Configuration Implementation | \$12,000 | \$12,000 | \$0 |
| Professional Development & Training Implementation | \$15,000 | \$25,000 | \$0 |
| Software Licensing, Hosting & Maintenance and Software Product Support | \$0 | Bundled Pricing Per Module <ul style="list-style-type: none"> • Student Threat Assessment Module: \$0/student – fee waived • MTSS Manager Module**: \$0/student – fee waived • SIRS-Bullying Module**: \$0/student – fee waived | Student Threat Assessment Module: \$1.00/student* |
| Data Integration and Data Management Services Implementation | \$20,000 for up to 25 days of technical services | \$25,000 | \$0 |
| Modifications to Threat Assessment tool | \$55,000 | \$17,500 | \$0 |
| Reporting Implementation | \$20,000 for up to 20 days of technical services | \$10,000 | \$0 |
| SmartScan | \$12,500 | \$25,000 | \$25,000 |
| TOTAL | \$164,500 | \$144,500 | * |

*Total Student Count will be taken on December 1, 2019 to determine the total annual fee

** MTSS Manager Module and SIRS-Bully Module are at a cost of \$0 for throughout the following time period: 07/01/19 – 06/30/20. If the SBBC desires to use these modules beyond 07/01/19-06/30/20, a new written Amendment will submitted for approval by the Board prior to utilization of these modules and the pricing of these modules will be as follows: MTSS Manager Module at a cost of \$1.00 per student and SIRS-Bully Module at a cost of \$0.50 per student.

Student Threat Assessment pricing includes:

| Service | Description |
|--|---|
| Consulting, Planning & Implementation Support | Implementation includes project management, education technology consulting, Subject Matter Expert consulting services during the implementation phase to design the system to meet BCPS requirements and align to BCPS workflows. This includes Project Management. Includes 2 weeks of planning and requirements gathering with PCG Project Management and Technical and SME resources as specified. Additionally, includes ongoing project management in the initial phase of deployment. |
| Setup & Configuration | Includes initial configuration of system to meet needs and realize success as scoped. Includes up to 8 days of configuration |
| Professional Development & Training | Training efforts and costs are based on a Train the Trainer (T3) model and assume a blend of face-to-face, virtual support, and online self-paced courses. In addition, this includes access to an online collaborative environment where the BCPS educators & administrators can engage with one another, and where we can share best practices. Includes 6 days of F2F/T3 training total, plus 3 days of virtual training. Sessions will be ½ day each and capped at 25 client attendees per session. |
| Software Licensing, Hosting & Maintenance and Software Product Support | Annual license fee to the EdPlan™ environment modules as scoped. This includes application hosting and system maintenance, monthly scheduled updates, and general product support & enhancements. Pricing assumes all modules are purchased. |
| Data Integration and Data Management Services | Typically includes data integration to current data system feeds (does not include historical data), and designated systems in client's current technical environment. Up to 25 days of technical services. |
| Modifications to Threat Assessment | Modify Student Threat Assessment to BCPS's protocol as specified and agreed to by BCPS in prior meetings – plus a development hours bank of 50 hours |
| Reporting | Additional reporting capabilities budget; up to 20 days of technical services |
| SmartScan | Threat Assessment Artifacts |