

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
____ day of _____, 20 ____, 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

CHUCK PULERI & ASSOCIATES, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
8230 W. State Road 84
Davie, Florida 33324.

WHEREAS, SBBC and VENDOR entered into an Agreement dated July 27, 2016 (hereafter "Agreement"); and

WHEREAS, the Agreement will provide high schools and centers their caps, gowns, and announcements; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter "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 **Term of Agreement**. Pursuant to Section 2.4 of RFP 16-052N, the term of the Agreement is hereby extended from April 30, 2019 through April 30, 2020, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:

3.17 **Incorporation by Reference.** **Attachments A and B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

The following provisions shall be added to the Agreement, by interlineation, as follows:

- **Attachment B**

1.04 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this First Amendment to Agreement as specified in **Attachment B.**

1.05 **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.

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

1.07 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First 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 First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First 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:


Digitally signed by Eric Abend
Reason: Chuck Puleri & Assoc 1st
Amend
Date: 2019.01.15 09:13:07 -05'00'

Office of the General Counsel

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FOR VENDOR

(Corporate Seal)

ATTEST:

CHUCK PULERI & ASSOCIATES, INC.

By *Chuck Puleri*

Signature

Printed Name: Chuck Puleri

Title: owner Sales Rep

_____, Secretary

-or-

Marion - Janine Morejon

Witness

Arlene D. Everett

Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9 day of January, 2019 by Charles T Puleri of

Name of Person

Chuck Puleri + Associates on behalf of the corporation/agency. He/She is personally known to me or produced Associates as identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires: 10/11/21

Marisol Rueda
Signature - Notary Public

Marisol Rueda
Printed Name of Notary

(SEAL)



Marisol Rueda
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG150680
Expires 10/11/2021

GG150680
Notary's Commission No.

ATTACHMENT B

8230 State Road 84
Davie, FL 33324
Ph: 954-693-0006
Fax: 954-693-0238

Chuck Puleri & Associates/Herff Jones Company

Rental Prices

Item#	Description	<u>Agreement</u> Old Price	<u>First Amendment</u> New Price
1A	Includes gown, souvenir cap and year-dated tassel (with student retaining the cap and tassel) Sizes from regular cut to special cut to fit all students are offered	\$34.00	\$29.00**

Purchase Prices

1B	Disposable Cap and Gown (Student retains extra tassels)	\$34.00	\$29.00**
1C	Custom Tassel	Free	Free
1D	Medallion with Ribbon (Medallions for Valedictorian and Salutatorians will be provided at no charge)	Free	Free
1E	Custom Medallion with Ribbon	\$16.00	\$15.00**
1F	Custom 3-Color and 4 Color Stoles	\$2.00	\$2.00
1G	Stoles	\$1.00	\$1.00
1H	Activity Cords	\$5.00	\$5.00

** Indicates a reduction in price.

First Amendment with CHUCK PULERI & ASSOCIATES, INC.

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ATTACHMENT B

8230 State Road 84
Davie, FL 33324
Ph: 954-693-0006
Fax: 954-693-0238

Chuck Puleri & Associates/Herff Jones Company

Announcements with Matching Envelopes
Based on ordering 10 EACH

Item #	Description	<u>Agreement</u>	<u>First Amendment</u>
		Old Price	New Price
2A	Single Fold	\$0.20 EACH	\$0.20 EACH
2B	Double Fold	\$0.35 EACH	\$0.35 EACH
2C	Triple Fold	\$1.25 EACH	\$1.25 EACH

Based on ordering 25 EACH

2D	Single Fold	\$0.20 EACH	\$0.20 EACH
2E	Double Fold	\$0.35 EACH	\$0.35 EACH
2F	Triple Fold	\$1.25 EACH	\$1.25 EACH

Personal Name Cards

Based on ordering 50 EACH

2G	Flat Print	\$3.95 EACH	\$3.95 EACH
2H	Raised Print	\$5.95 EACH	\$5.95 EACH
2I	Engraved	\$17.00 EACH	\$13.95 EACH**
2J	Picture Name Card	N/A	N/A
2K	With Foil Border Add	\$8.00 EACH	\$3.00 EACH**

Based on ordering 100 EACH

2L	Flat Print	\$4.95 EACH	\$4.50 EACH**
2M	Raised Print	\$6.95 EACH	\$6.95 EACH
2N	Engraved	\$19.00 EACH	14.95 EACH**
2O	Picture Name Card	N/A	N/A
2P	With Foil Border Add	\$8.00 EACH	\$4.00 EACH**

** Indicates a reduction in price.

First Amendment with CHUCK PULERI & ASSOCIATES, INC.



FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
____ day of _____, 20____, 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

JOSTENS, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
3601 Minnesota Drive, Suite 400
Minneapolis, MN 55435

WHEREAS, SBBC and VENDOR entered into an Agreement dated August 8, 2017 (hereafter "Agreement"); and

WHEREAS, the Agreement will provide high schools and centers their caps, gowns, and announcements; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter "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 **Term of Agreement**. Pursuant to Section 2.4 of RFP 16-052N, the term of the Agreement is hereby extended from April 30, 2019 through April 30, 2020, unless terminated earlier pursuant to Section 3.06 of the Agreement.

1.03 **Cost of Services**. SBBC shall pay VENDOR for services rendered under this First Amendment to Agreement based on current prices listed in **Attachment A**.

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 First Amendment to Agreement; then
- b) 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 First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First 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 First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First 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:


Digitally signed by Eric
Abend
Reason: Jostens Inc. Am
Date: 2019.01.29 08:49:54
-05'00'

Office of the General Counsel

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FOR VENDOR

(Corporate Seal)

ATTEST:

, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

JOSTENS, INC.

By [Signature]
Signature

Printed Name: Brian Fox

Title: Director / Rep

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28TH day of JANUARY, 2019 by BRIAN FOX of

FOX-MAR/JOSTENS on behalf of the corporation/agency. He/She is personally known to me or produced FL DRIVER LICENSE as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 02/09/20

[Signature]
Signature - Notary Public

YALINA VALDES
Printed Name of Notary

(SEAL)

FF958977
Notary's Commission No.

