

SECOND AMENDMENT TO AGREEMENT

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

FOCUS SCHOOL SOFTWARE, LLC
(hereinafter referred to as "FOCUS"),
having its principal place of business at
475 Central Avenue, Suite 400, Saint Petersburg, Florida 33701

WHEREAS, SBBC and FOCUS entered into an Agreement dated February 4, 2014 (hereafter "Agreement") for a fully integrated web-based Student Information System; and

WHEREAS, on November 7, 2018, the parties exercised their first option to extend the Agreement through a First Amendment to the Agreement, thereby extending the Agreement to December 31, 2019; and

WHEREAS, the parties mutually desire to exercise their second option to extend the Agreement through this Second Amendment to the 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 **Term of Agreement**. Pursuant to Article 2.01 **Term of Agreement** in the Agreement, the term of the Agreement is hereby extended from January 1, 2020 through December 31, 2020, unless terminated earlier pursuant to Section Article 3.05 Termination of the Agreement.

1.03 **Pricing**. SBBC shall pay FOCUS, for licensing maintenance fee under this Second Amendment, Nine Dollars and 00/100 Cents (\$9.00) per student in a single lump sum to be invoiced at the beginning of the term with net thirty (30) calendar day payment terms after SBBC issues a purchase order and FOCUS provides SBBC with a proper and appropriate invoice.

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 _____
Donna Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Focus School Software, LLC
Date: 2019.11.07 07:53:59 -05'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR FOCUS:

(Corporate Seal)

FOCUS SCHOOL SOFTWARE
OCT 17 2019

ATTEST:

FOCUS SCHOOL SOFTWARE, LLC

By [Signature]
Signature

Printed Name: Andrew Schmedeke

Title: CEO

, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17th day of October, 2019 by Andrew Schmedeke of

Focus School Software Name of Person
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: 3/30/21

[Signature]
Signature – Notary Public

(SEAL)

Steven C Harnois
Printed Name of Notary

66051633
Notary's Commission No.

