

# FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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

**JDL TECHNOLOGIES, INC.**  
(hereinafter referred to as “JDL”),  
having its principal place of business at  
2900 West Cypress Creek Road, Suite #8, Fort Lauderdale, Florida 33309

**WHEREAS**, SBBC and JDL entered into an Agreement for network service and equipment dated March 3, 2015 (hereafter “Agreement”); and

**WHEREAS**, the parties mutually desire to extend the initial term through this First Amendment to Agreement (“First 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 are 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 2.02 of the Agreement, the term of the Agreement is hereby extended from June 30, 2020 to December 28, 2020, unless terminated earlier pursuant to Section 3.05 of the Agreement.

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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this First Amendment 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 P. Korn, 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 JDL:**

(Corporate Seal)

ATTEST:

\_\_\_\_\_, Secretary

JDL TECHNOLOGIES, INC.

By

[Signature]  
Signature

Printed Name:

Scott Fledge

Title:

President & GM

-or-

[Signature]  
Witness

[Signature]  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (date) by Scott Fledge (name of officer or agent, title of officer or agent) of JDL Technologies (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FLA ID (type of identification) as identification and who  did/ did not first take an oath this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires:

May 4, 2020

(SEAL)

[Signature]

Signature - Notary Public

Ramon Medina

Notary's Printed Name

FF989319

Notary's Commission No.

