

SECOND AMENDMENT TO AGREEMENT

THIS SECOND 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

THE DAN MARINO FOUNDATION, INC.
(Hereinafter referred to as "VENDOR"),
a Florida not-for-profit whose principal place of business is
400 North Andrews Avenue, Fort Lauderdale, FL 33301

WHEREAS, SBBC and VENDOR entered into an Agreement dated June 12, 2018, (hereafter "Agreement") that commenced on June 12, 2018 and concluded on June 13, 2019; and

WHEREAS, the parties amended the Agreement on June 11, 2019 through a First Amendment to Agreement that will expire on June 13, 2020; and

WHEREAS, the SBBC is in need of non-exclusive rights to the Licensed Program for Interview Training Use as well as certain support services and has selected the VENDOR to provide such products and services; and

WHEREAS, VENDOR is willing to grant such license and provide certain services related thereto, as set forth herein to the SBBC; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this Second 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 Article 2.0 of the Agreement, the term of the Agreement is hereby extended from June 14, 2020 through June 13, 2021 unless terminated earlier pursuant to Article 3.06 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 Second Amendment to Agreement; then
- b) The First Amendment to Agreement; then
- c) The Agreement; then
- d) Attachment A and B

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 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:

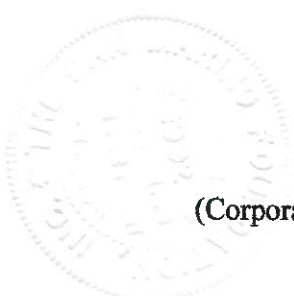
By _____
Donna P. Korn, Chair

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 VENDOR:

(Corporate Seal)

**THE DAN MARINO FOUNDATION,
INC.**

ATTEST:

By Mary Partin
Signature

_____, Secretary

Printed Name: MARY PARTIN

Title: CEO

Betsy Christy
-or-
Witness

[Signature]
Witness

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this MAY 6, 2020 (date) by MARY PARTIN, CEO (name of officer or agent, title of officer or agent) of THE DAN MARINO FOUNDATION, INC. (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did/ did not first take an oath this 6TH day of MAY, 2020.

My Commission Expires:

[Signature]
Signature – Notary Public

Susan Morantes
Notary's Printed Name

(SEAL)

66 01 8034
Notary's Commission No.

