

SECOND AMENDMENT TO AGREEMENT

THIS SECOND 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, SBBC and VENDOR entered into a First Amendment to Agreement dated March 5, 2019 (hereafter "First Amendment"), which extended the term of the Agreement from April 30, 2019 through April 30, 2020; 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 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 Section 2.01 of the Agreement, the term of the Agreement is hereby extended from May 1, 2020 through April 30, 2021, 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 Second Amendment to Agreement; then
- b) The First Amendment to Agreement; then
- c) The Agreement; then
- d) RFP 16-052N – Caps, Gowns, and Announcements dated February 29, 2016; then
- e) The Proposal submitted by VENDOR in response to RFP.

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:

Digitally signed by Eric
Abend

Eric Abend

Reason: CP 2020
Date: 2020.02.25
11:17:34 -05'00'

Office of the General Counsel

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FOR VENDOR

(Corporate Seal)

ATTEST:

, Secretary

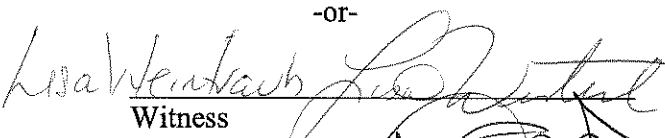
CHUCK PULERI & ASSOCIATES, INC.

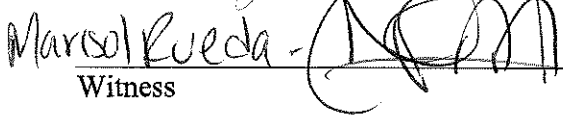
By 
Signature

Printed Name: Chuck Puleri

Title: Sales Rep

-or-


Witness


Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/18/2020 (date) by Charles Puleri / Marisol Rueda (name of officer or agent, title of officer or agent) of Centennial Bank (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 _____ day of Feb 18, 2020.

My Commission Expires: 10/21/2021



(SEAL)

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


Signature - Notary Public

Marisol Rueda
Notary's Printed Name

GG150680
Notary's Commission No.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND 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
7760 France Avenue South, Suite 400
Minneapolis, MN 55435

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

WHEREAS, SBBC and VENDOR entered into a First Amendment to Agreement dated March 5, 2019 (hereafter "First Amendment"), which extended the term of the Agreement from April 30, 2019 through April 30, 2020; 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 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 Section 2.01 of the Agreement, the term of the Agreement is hereby extended from May 1, 2020 through April 30, 2021, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **Notices**. Pursuant to Section 2.06 of the Agreement, the place for giving notice for the Vendor shall be deleted in its entirety and replaced with the following:

“To VENDOR: Jostens, Inc.
Attn: Scholastic Sales Operations
7760 France Avenue South, Suite 400
Minneapolis, MN 55435

With a copy to: Attn: General Counsel”

1.04 **Assignment.** The first sentence in Section 3.17 of the Agreement shall be deleted in its entirety and replaced with the following:

“Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party except that VENDOR may assign this Agreement without SBBC’s consent to an affiliate or wholly owned subsidiary of Jostens, Inc. or to a purchaser of all or substantially all of VENDOR’S assets which this Agreement relates.”

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 Second Amendment to Agreement; then
- b) The First Amendment to Agreement; then
- c) The Agreement; then
- d) RFP 16-052N – Caps, Gowns, and Announcements dated February 29, 2016; then
- e) The Proposal submitted by VENDOR in response to RFP.

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 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:

Digitally signed by Eric
Abend
Reason: Jostens 2nd Amend
Date: 2020.02.24 09:39:36
-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

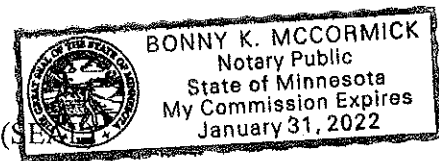
Printed Name: Marc Wosepka

Title: SVP Finance

STATE OF Minnesota
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2-21- (date) by Marc Wosepka (name of officer or agent, title of officer or agent) of Jostens (name of corporation acknowledging), a Minnesota (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 _____ day of 2-21-, 2020.

My Commission Expires:



[Signature]
Signature / Notary Public

Bonny K McCormick
Notary's Printed Name

Notary's Commission No.