

FIRST AMENDMENT TO AGREEMENT

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "Institution"),
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

AMERICAN DATABANK, LLC
(hereinafter referred to as "ADB"),
having its principal place of business at
110 16th Street, 8th Floor
Denver, CO 80202

WHEREAS, Institution and ADB entered into an Agreement dated March 6, 2018 (hereafter "Agreement"); and

WHEREAS, the Agreement provides access to Complio System, a proprietary software system and database for tracking and reviewing individual health records and background screening reports of participating students; 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 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 Article 12 of the Agreement, the term of the Agreement is hereby extended from March 6, 2020 through March 5, 2021 unless terminated earlier pursuant to Section Article 12 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:

12. Term and Termination:

The term of this Agreement shall be for two (2) years commencing as of the effective date (the "Initial Term"), and may, by mutual agreement between Institution and ADB, be extended for two (2) additional one-year periods. This Agreement may be terminated by either party by giving written notice of termination at least sixty (60) days prior to the end of the current term, provided, however, that this Agreement may be terminated by Institution at any time during the Initial Term by reimbursing ADB for its upfront costs in building each of Institution's customized Systems, which costs shall be \$2,000 if termination occurs in the first 15 months and \$1,000 if termination occurs during months 16 - 24 following the effective date. Either party may terminate this Agreement at any time without consequence in the event of a material breach of this Agreement by the other party and such breach has not been cured for ten (10) business days subsequent to receipt of written notice by the non-breaching party to the breaching party (a "for cause" termination). Termination of this Agreement shall, in ADB's discretion, result in termination of the License. In the event of termination, ADB shall complete all pending Student background checks, if any, that were ordered prior to date of termination.

14. Public Records: The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. ADB shall keep and maintain public records required by Institution to perform the services required under this Agreement. Upon request from Institution's custodian of public records, ADB shall provide Institution with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. ADB shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if ADB does not transfer the public records to Institution. Upon completion of the Agreement, ADB shall transfer, at no cost, to SBBC all public records in possession of ADB or keep and maintain public records required by Institution to perform the services required under the Agreement. If ADB transfers all public records to Institution upon completion of the Agreement, ADB shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ADB keeps and maintains public records upon completion of the Agreement, ADB shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Institution, upon request from SBBC's custodian of public records, in a format that is compatible with Institution's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

1.04 Exhibit B of the Agreement will be replaced with the revised Exhibit B attached hereto reflecting the Memorial Level I Background Check (for students 18 years of age) price increase from Forty-six Dollars and 00/cents (\$46.00) to Forty-seven Dollars and 00/cents (\$47.00).

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 INSTITUTION:

(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 ADB:

(Corporate Seal)

AMERICAN DATABANK, LLC

ATTEST:

By [Signature]
Signature

_____, Secretary

Printed Name: Toshi Akiyama

-or-

Title: CEO

[Signature]
Witness

[Signature]
Witness

STATE OF Colorado

COUNTY OF Denver

The foregoing instrument was acknowledged before me this 18 day of February, 2020 by Nancy Williams of American Databank on behalf of the corporation/agency. He/She is personally known to me or produced CO Driver License as identification and did/did not first take an oath.
Name of Person
Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public

Barbara Gallegos
Printed Name of Notary

(SEAL) BARBARA GALLEGOS
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20194001706
My Commission Expires 1/14/2023

20194001706
Notary's Commission No.

EXHIBIT B
Addendum#1

Broward County Public Schools - High School Students
(For Students 18 years of age)

Packages and Fees

Memorial Level I Background Check (for students 18 years of age)

- Florida Statewide Criminal History Record Search
- Nationwide Sex Offender Registry
- Office Inspector General Sanction Report (OIG)
- Employment Verification (1)

Pricing: \$47.00

Memorial Level II Background Check (for students 18 years of age)

- VECHS Electronic Fingerprinting
- Office of Inspector General Sanction Report (OIG)
- Employment Verification (1)

Pricing: \$65.00

*Price subject to change.

10-Panel Drug Screening

Substances Included in Screening*

Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Methadone, Methaqualone, Propoxyphene, Marijuana

*Drug Screening registrations expire after 30 days.

If a registration expires, the student will need to reorder and repay for another drug test.

Collection sites outside of network not allowed

Pricing \$38.00