

**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

KCI TECHNOLOGIES, INC.
d/b/a KEITH AND SCHNARS, P.A.
(hereinafter referred to as “**KCI**”),
a foreign corporation for profit authorized to do business in the State of Florida,
having its principal place of business at
936 Ridgebrook Road,
Sparks, MD 21152

WHEREAS, Keith & Schnars, P.A. submitted a proposal in response to RFQ 17-113C issued by SBBC and the parties entered into an Agreement for Open End Surveying and Consulting Services dated August 7, 2018 (hereafter “**Agreement**”); and

WHEREAS, the Agreement’s term is from August 7, 2018 through August 6, 2021, with the possibility of two (2) additional, one-year extensions; and

WHEREAS, the interests of Keith & Schnars, P.A. in the Agreement have been acquired by KCI which desires to obtain SBBC’s consent to the assignment of said interests to KCI; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement including the substitution of KCI for Keith & Schnars, P.A. for the remainder of the Agreement’s term 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 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 **Agreement Assignment.** Pursuant to Section 9.10 of the Agreement, SBBC consents to the assignment to KCI of all rights, duties and obligations of Keith & Schnars, P.A. under the Agreement. All such rights, duties and obligations of Keith & Schnars, P.A. are hereby assigned to KCI Technologies, Inc.

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 to Agreement; then
- b) the Agreement; then
- c) Addendum 3: then
- d) Addendum 2: then
- e) Addendum 1: then
- f) RFQ 17-113C –Design Professional Services – Continuing Contract for Surveying then
- g) The proposal submitted by Keith & Schnars, P.A.in response to RFQ 17-113C

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 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 SBBC:

(Corporate Seal)

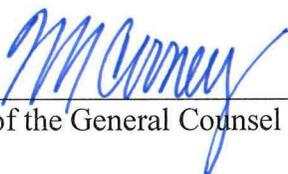
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

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]

(Corporate Seal)



FOR KCI

KCI TECHNOLOGIES, INC.

ATTEST:

, Secretary

By [Signature]
Signature

Printed Name: Bryan Lawson

Title: Sr. Project Vice President

-or-

Valerie Marsh
Witness

Cynthia J. Tutton
Witness

STATE OF Maryland

COUNTY OF Baltimore

The foregoing instrument was acknowledged before me this 19 day of November, 2019 by Bryan Lawson of

Name of Person

KCI Technologies, Inc. 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: 07/21/22

[Signature]
Signature – Notary Public

Jessica Michelle Hines
Printed Name of Notary

NA
Notary's Commission No.

(SEAL)

