



**FIRST AMENDMENT TO LETTER PURCHASE ORDER**

This First Amendment (the "Amendment") is made by DES of Florida, LLC (DES/Seller) and Clay County School Board (Buyer), parties to the Letter Purchase Order (LPO) 2016-77-MHIE dated July 21, 2016 (the "LPO Agreement").

The LPO Agreement is amended with an additional cost of \$20,000 as follows:

Remove original Section 5 as stated: LPO Cost: LPO Cost: Total cost, excluding expenses, shall not exceed \$50,000.00. Invoices shall be billed monthly in the amount of \$111.60 per billable hour, hours to average 40 hours per month. A rate of \$136.40 per billable hour is required when work is scheduled to be performed without twenty-four (24) hours prior notice. Without exception, the fees listed in this LPO shall be in effect throughout the term of this LPO. For the term of this LPO there shall not be any paid Vacation, sick/personal and Holidays. Any and all expenses must be pre-approved by the Superintendent or his designee and will be reasonable, verifiable, and documented.

Replace with Amended Section 5 as stated: LPO Cost: LPO Cost: Total cost, excluding expenses, shall not exceed \$70,000.00. Invoices shall be billed monthly in the amount of \$111.60 per billable hour, hours to average 40 hours per month. A rate of \$136.40 per billable hour is required when work is scheduled to be performed without twenty-four (24) hours prior notice. Without exception, the fees listed in this LPO shall be in effect throughout the term of this LPO. For the term of this LPO there shall not be any paid Vacation, sick/personal and Holidays. Any and all expenses must be pre-approved by the Superintendent or his designee and will be reasonable, verifiable, and documented.

Except as set forth in this Amendment, the LPO Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the LPO Agreement or any earlier amendment, the terms of this Amendment will prevail.

**BUYER:** Clay County School Board

**SELLER:** DES of Florida, LLC

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
Authorized Signature

Name: Addison Davis  
Title: Superintendent

Name: **Roy F. DeCastro**  
Title: Managing Partner

Date: \_\_\_\_\_

Date: 07/24/2017

By: \_\_\_\_\_  
(Authorized Signature)

Name: Janice Kerekes  
Title: Board Chair

Date: \_\_\_\_\_

PRIVATE/PROPRIETARY: MUST BE STORED IN LOCKED FILE WHEN NOT IN USE.  
Contains Private and/or Proprietary Information. May not be used or disclosed outside DES of Florida, LLC except pursuant to written agreement.



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**BUYER:** Clay County School Board

**SELLER:** DES of Florida, LLC

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
Authorized Signature

Name: Addison Davis  
Title: Superintendent

Name: Roy F. DeCastro  
Title: Managing Partner

Date: \_\_\_\_\_

Date: 04/24/2017

By: \_\_\_\_\_  
(Authorized Signature)

Name: Janice Kerekes  
Title: Board Chair

Date: \_\_\_\_\_