

# FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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

**CENGAGE LEARNING, INC.**  
(hereinafter referred to as "CENGAGE"),  
having its principal place of business at  
5191 Natrop Boulevard, Mason, Ohio 45040

**WHEREAS**, SBBC and CENGAGE entered into an Agreement dated June 23, 2015 (hereafter "Agreement"); and

**WHEREAS**, SBBC and CENGAGE desire to continue the Agreement to provide Education To Go (hereinafter referred to as "ED2GO") a web-based continuing educational course catalog, delivering instructional content developed, designed, produced and distributed by CENGAGE to SBBC students; and

**WHEREAS**, SBBC desires to exercise the first of two (2) options to renew the Agreement for a period of one (1) additional year.

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement.

**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.** The June 23, 2015 Agreement is hereby extended from July 1, 2018 through June 30, 2019, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.04 **Cost of Services.** CENGAGE shall be responsible for the costs incurred for producing and delivering the Courses via the Internet. The Students shall be responsible for any

costs incurred for the purpose of receiving the Courses, including, but not limited to, the costs for hardware, software, Internet access and telephone charges.

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; and
- b) the Agreement.
- c) Attachment A (incorporated into the Agreement) Price List
- d) Attachment B (incorporated into the Agreement) Safeguarding the Confidentiality of Student Records and Information

1.06 **Insurance Requirements.** CENGAGE shall comply with the following insurance requirements through the term of this Agreement.

(a) **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Technical Errors & Omissions.** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Florida Statutes, Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit CENGAGE time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(f) **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;

2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(g) Cancellation of Insurance. CENGAGE is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

1.07 Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.08 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.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**FOR CENGAGE**

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
, Secretary

CENGAGE LEARNING, INC.

By *[Signature]*  
Signature

Printed Name: Geredith Gonzalez

Title: Account Development Manager

-or-

*[Signature]*  
Witness

*[Signature]*  
Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ 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. \_\_\_\_\_  
Name of Person  
Type of Identification

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

(SEAL)

*See Attached*

**ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside } SS.

On March 22, 2018, before me, E. Kelly Bernhard, Notary Public,  
DATE

personally appeared Geraldine Gonzalez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

E. Kelly Bernhard  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

**OPTIONAL INFORMATION**

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER \_\_\_\_\_ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

First Amendment to Agreement  
TITLE OR TYPE OF DOCUMENT

4  
NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER (PRINCIPAL) IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER

OTHER

