

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

WAZZLE, LLC
(hereinafter referred to as "VENDOR"),
having its principal place of business at
239 South Cochran Avenue, Charlotte, Michigan 48813

WHEREAS, SBBC and VENDOR entered into an Agreement dated July 1, 2015 (hereafter "Agreement"); and

WHEREAS, the Agreement is for site licensing for Pinnacle Gradebook Software Application, including support and service for the software; and

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 the sum of Three Hundred Thousand, Nine Hundred Twenty-Seven Dollars (\$300,927) 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 July 1, 2015 Agreement is hereby extended from July 1, 2018 through June 30, 2019, unless terminated earlier pursuant to Section five (5) of the Agreement.

1.03 **Cost of Services.** SBBC shall pay VENDOR for serviced rendered under this First Amendment to Agreement in an annual installment payment of \$300,927 within thirty (30) days of execution of this Amendment and issuance of a SBBC Purchase Order.

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.

1.06 Insurance Requirements. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms 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.
- 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.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

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.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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:

Janette M. Smith Digitally signed by Janette M.
Smith
Date: 2018.03.19 14:53:01 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

, Secretary

-or-

Victoria E. Bell
Witness

[Signature]
Witness

WAZZLE, LLC

By [Signature]
Signature

Printed Name: Anthony Faulkner

Title: President / CEO

STATE OF Michigan

COUNTY OF Eaton

The foregoing instrument was acknowledged before me this 14 day of March, 2018 by Anthony Faulkner of Wazzle LLC on behalf of the corporation/agency. He/She is personally known to me or produced DL MI F425067847739 as identification and did/did not first take an oath.
Name of Person
Type of Identification

My Commission Expires: 3/5/2019

[Signature]
Signature - Notary Public

L. Jackeline Halliwill
Printed Name of Notary

(SEAL)

Notary's Commission No. _____

L JACKELINE HALLIWILL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires March 5, 2019
Acting in the County of Eaton