

**FIRST AMENDMENT TO
AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
____ day of _____, 20____, 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

PUBLIC CONSULTING GROUP, INC.
(hereinafter referred to as "PCG"),
whose principal place of business is
148 State Street
Boston, MA 02109

WHEREAS, SBBC and PCG entered into an Agreement dated February 14, 2018 (hereafter "Agreement"); and

WHEREAS, PCG owns and licenses professional development courses and customized professional development solutions ("Course(s)") on PCG's Professional Learning Platform ("Platform"), which is hosted and made available online by PCG, and as may be updated by PCG from time to time, through which users may access Courses, and which includes the ability to review the Course catalog, access and use of the materials in the resource library, and collaboration opportunities; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement on 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 **Term of Agreement**. The Agreement is hereby extended from February 22, 2019 through June 30, 2019, unless terminated earlier pursuant to Section 5.05 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:

2.03 **Scope of Work.** PCG will provide the following services to The School Board of Broward County:

- a) PCG grants to Customer, and Customer accepts, (i) a non-exclusive, non-transferable right and license, during the Term only, to access via the Internet, 800 Seats, for the course entitled "Courageous Conversations about Race," for the Customer's education-related purposes, and (ii) a non-exclusive, non-transferable license, during the Term only, under PCG's copyrights in PCG's Documentation to reproduce and distribute modified and original versions of Documentation and, if such Documentation is in an on-line format, allow Customer Users to make print copies of the same. "Documentation" means all technical information, training materials, instructions, manuals, and diagrams (in printed, electronic, or other media) pertaining to the Course(s) and the Platform.
- b) PCG grants to Customer, and Customer accepts, a non-exclusive, non-transferable right and license, during the Term only, to access via the Internet, the Platform for 800 Customer Users for the Customer's education-related purposes.

2.04 **Fees.**

Service	Fees	Unit	Total
Course License (per seat)	\$455	300	\$136,500
Platform Access (per user)	\$50	300	\$15,000
PLP Implementation and Ongoing Support (Setup)	\$25,000	1	\$25,000
On-site client support and weekly project management updates (12-weeks)	\$43,500	1	\$43,500
		TOTAL	\$220,000

The following charges will be incurred for products and services rendered under this First Amendment to Agreement:

Service	Fees	Unit	Total
Course License (per seat)	\$455	500	\$227,500
Platform Access (per user)	\$50	500	\$25,000
PLP Implementation and Ongoing Support (Setup)	\$25,000	1	\$25,000
On-site client support and weekly project management updates (12-weeks).	\$130,000	1	\$130,000
		TOTAL	\$407,500

2.06 **Payment.** VENDOR shall be paid an amount not to exceed Six Hundred, Twenty-Seven Thousand, Five Hundred Dollars and 00/100 Cents (\$627,500.00) for satisfactory delivery of services as detailed below:

- (a) PCG shall invoice SBBC upon approval by SBBC of this Agreement, for 50% of the total amount of the fees referenced in the Agreement. PCG shall thereafter invoice SBBC on June 8, 2018, for the remaining 50% of the fees referenced in the Agreement. SBBC will pay PCG an amount of Two Hundred, Twenty Thousand Dollars and 00/100 Cents (\$220,000.00) within thirty (30) days of the date of a proper and appropriate invoice, for services rendered under the Agreement.
- (b) PCG shall invoice SBBC upon approval by SBBC of this First Amendment to Agreement, for 50% of the total amount of the fees referenced in the First Amendment to Agreement. PCG shall thereafter invoice SBBC on March 8, 2019, for the remaining 50% of the fees referenced in the First Amendment to Agreement. SBBC will pay PCG an amount of Four Hundred, Seven Thousand, Five Hundred Dollars and 00/100 Cents (\$407,500.00) for services rendered under this First Amendment to Agreement.

1.04 **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.

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

1.06 **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)

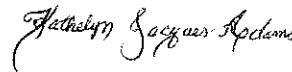
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-
Adams, Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: Public Consulting Group, Inc.
Date: 2018.12.17 08:07:27 -05'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR

(Corporate Seal)

ATTEST:

PUBLIC CONSULTING GROUP, INC.

By Christen Courville
Signature

, Secretary

Printed Name: Christen Courville

Title: Associate Manager

-or-

[Signature]
Witness
[Signature]
Witness

STATE OF Massachusetts

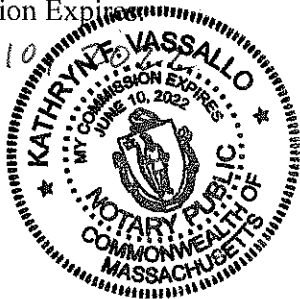
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 13th day of December, 2018 by Christen Courville of

Public Consulting Group, Inc. Name of Person
on behalf of the corporation/agency. He/She is personally known to me or produced personally known as identification and did/did not first take an oath. Type of Identification

My Commission Expires

June 10



(SEAL)

Kathryn F Vassallo
Signature – Notary Public

Kathryn F Vassallo
Printed Name of Notary

N/A
Notary's Commission No.