

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2019 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

IMAGINE LEARNING, INC.
(hereinafter referred to as “VENDOR”),
whose principal place of business is
382 W. Park Circle, Suite 100, Provo, UT 84604

WHEREAS, SBBC and VENDOR entered into an Agreement dated February 5, 2019 (hereafter “Agreement”); and

WHEREAS, SBBC’s goal is the use of Imagine Language & Literacy to bridge the oral language and literacy gap for all English language learners (ELL) in grades K-8; and

WHEREAS, the Agreement is being amended to purchase additional licenses; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement 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 **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 **Cost of Services**. VENDOR shall be paid up to One Million, Twenty-Nine Thousand Dollars and 00/100 Cents (\$1,029,000.00) after receipt of an appropriate invoice for satisfactory implementation of their solution and delivery of professional development as detailed below:

(a) **Year 1:** SBBC shall pay VENDOR up to Four Hundred Twenty-Seven Thousand Dollars and 00/100 Cents (\$427,000.00) within thirty (30) days after receipt of an appropriate invoice in amounts as detailed below:

- 1) Two Hundred Forty Thousand Dollars and 00/100 Cents (\$240,000.00) for Imagine Language & Literacy subscription licenses. This includes Three Thousand (3,000) Imagine Language & Literacy subscription licenses at a price of Eighty Dollars and 00/100 Cents (\$80.00) per license.
- 2) Up to One Hundred Seventy-Five Thousand Dollars and 00/100 Cents (\$175,000.00) with SBBC's option to purchase up to Twenty Five Hundred (2,500) additional Imagine Language & Literacy subscription licenses at a price of Seventy Dollars and 00/100 Cents (\$70.00) per license. SBBC is under no obligation to purchase any additional Language & Literacy subscription licenses. However, should SBBC wish to exercise its option to purchase additional Language & Literacy subscription licenses at that rate, SBBC district staff will communicate to VENDOR the exact amount of additional licenses to be purchased for the 2019-2020 school year.
- 3) Twelve Thousand Dollars and 00/100 Cents (\$12,000.00) after satisfactorily performing ten (10) days of training and professional development, as determined by SBBC's staff.

(b) **Year 2:** VENDOR shall be paid up to Six Hundred, Two Thousand Dollars and 00/100 Cents (\$602,000.00) within thirty (30) days after receipt of an appropriate invoice in amounts as detailed below:

- 1) Two Hundred Forty Thousand Dollars and 00/100 Cents (\$240,000.00) for Imagine Language & Literacy subscription licenses. This includes Three Thousand (3,000) Imagine Language & Literacy subscription licenses at a price of Eighty Dollars and 00/100 Cents (\$80.00) per license.
- 2) Up to Three Hundred Fifty Thousand Dollars and 00/100 Cents (\$350,000.00) with SBBC's option to purchase up to and Five Thousand (5,000) Imagine Language & Literacy subscription licenses at a price of Seventy Dollars and 00/100 Cents (\$70.00) per license. SBBC is under no obligation to purchase any additional Language & Literacy subscription licenses. However, should SBBC wish to exercise its option to purchase additional Language & Literacy subscription licenses at that rate, SBBC district staff will communicate to VENDOR the exact amount of additional licenses to be purchased for the 2020-2021 school year.
- 3) Twelve Thousand Dollars and 00/100 Cents (\$12,000.00) within thirty (30) days after performing ten (10) days of training and professional development, as determined by SBBC's staff.

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.

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.

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:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

IMAGINE LEARNING, INC.

ATTEST:

By J. Brent Taylor
Signature

, Secretary

Printed Name: J. Brent Taylor

-or-

Title: Vice President, Finance

[Signature]
Witness

[Signature]
Witness

STATE OF UTAH

COUNTY OF UTAH

The foregoing instrument was acknowledged before me this 12th day of June,
2019 by J. Brent Taylor of Imagine Learning, Inc., on behalf of the
Name of Person Name of Corporation or Agency
corporation/agency. He/She is personally known to me or produced
a Utah Driver's License as identification and did/did not first take an oath.
Type of Identification

My Commission Expires: August 23, 2022
Enter expiration date

[Signature]
Signature - Notary Public

ADRIENNE M WOOTEN
Printed Name of Notary

701930
Notary's Commission No.

