

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

BLACKBOARD INC.
(hereinafter referred to as "Blackboard"),
having its principal place of business at
1111 19th Street NW, 9th Floor, Washington, DC 20036

WHEREAS, SBBC and Blackboard entered into an Agreement dated December 20, 2016 (hereafter "Agreement"); and

WHEREAS, the Agreement is for a Blackboard's Web Community Manager software that facilitates the management and maintenance of SBBC's websites; 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 **Term of Agreement.** The Agreement is hereby extended from December 21, 2019 through December 20, 2020, unless terminated earlier pursuant to section 10 of the Agreement.

1.03 **Cost of Services.** SBBC shall pay Blackboard for services rendered under this Amendment in an annual installment payment of Eighty-Three Thousand, Nine Hundred Twenty-Five Dollars and 00/100 Cents (\$83,925.00) within thirty (30) days after the date of the applicable invoice from Blackboard, in accordance with Section 9.1 of the 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:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR BLACKBOARD:

(Corporate Seal)

BLACKBOARD INC.

ATTEST:

By *Michael Pohorylo*
Signature

_____, Secretary

Printed Name: Michael Pohorylo

Title: Sr. Corp. Counsel

-or-

Shera Shortell
Witness

Jan Yell
Witness

STATE OF Washington D.C.

COUNTY OF —

The foregoing instrument was acknowledged before me this 18th day of September, 2019 by Michael Pohorylo of
Name of Person

Blackboard Inc. 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. Type of Identification

My Commission Expires: 3-14-2022

Dan Fink
Signature – Notary Public

Dan Fink
Printed Name of Notary

N/A
Notary's Commission No.

(SEAL)

