

**THIRD AMENDMENT TO
AGREEMENT**

THIS THIRD 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

NCS PEARSON, INC.
(hereinafter referred to as "Certiport"),
a corporation organized under the laws of the State of Minnesota, United States of America,
having its principal offices at
5601 Green Valley Drive
Bloomington, Minnesota, 55437

WHEREAS, SBBC and Certiport entered into an Agreement dated December 7, 2016 (hereafter "Agreement"); and

WHEREAS, the parties amended the Agreement on October 3, 2017 through a First Amendment to Agreement; and

WHEREAS, the parties amended the Agreement on November 7, 2018 through a Second Amendment to Agreement; and

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and SBBC hereby agrees to purchase copyrighted materials and computer software from Certiport; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement on through this THIRD 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**. Pursuant to **Article 10.1** of the Agreement, the term of the Agreement is hereby extended from December 7, 2019 through December 6, 2020, unless terminated earlier pursuant to **Section Article 10.2** of the Agreement.

1.03 **Cost of Services.** SBBC shall pay Certiport for services rendered under this Third Amendment to Agreement as specified in **Exhibit F**. Upon commencement of this Third Amendment to Agreement, Certiport shall submit to SBBC a proper and appropriate invoice not to exceed Nine Hundred, Ninety Eight Thousand, Four Hundred Dollars and 00/100 Cents (\$998,400.00) and SBBC shall pay Certiport within thirty (30) calendar days of receipt of said invoice.

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 Third Amendment to Agreement; then
- b) Second Amendment to Agreement; then
- c) First Amendment to Agreement; then
- d) 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 Third Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third 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 CERTIPOINT

(Corporate Seal)

NCS PEARSON, INC.

ATTEST:

By [Signature]
Signature

_____, Secretary

Printed Name: Robert Whelan

-or-

Title: President & CEO

Karen Kitchin
Witness

Stacy Kumpke
Witness

STATE OF Minnesota

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 9th day of October, 2019 by Robert Whelan of
Name of Person

_____ on behalf of the corporation/agency. He/She is personally known to me or produced drivers license as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:



(SEAL)

[Signature]
Signature - Notary Public

Susan Kay Rue
Printed Name of Notary

20097146
Notary's Commission No.



Achieve • Distinguish • Advance
 1276 South 820 East
 Suite 200
 American Fork, Utah 84003
 (888) 999-9830 x 164 Fax (801) 492-4118

EXHIBIT F

Universal License Quote

NO: 09202019UL
 DATE: September 20, 2019

TO: Broward County School District
 Attn: Brian King

Contact Phone:
 Main Phone:
 Email: brian.king@browardschools.com

REPRESENTATIVE	QUOTE GOOD UNTIL
Mindy Howa	NET 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
See description	Universal District License for Broward County Schools <ul style="list-style-type: none"> For all K-12 schools in the district Provide access to every Certiport program in Broward County SD. (ACA, MOS, ACU, ACU Professional, IC³, Spark, MTA, QBCU, ESB, EC-Council, Apple Swift and Unity) Assign student inventory packs as needed in any school across the district. Six exams in each student exam license Unlimited practice tests to the students for each program where offered One free CERTIFIED Conference registration 		
	<u>Number of Exam Licenses</u>		
	24,000	\$41.60	998,400.00
<p>**All Certification exams and licenses expire one year from purchase date</p>			

SUBTOTAL	\$998,400.00
SALES TAX	N/A
SHIPPING & HANDLING	N/A
TOTAL DUE	\$998,400.00

Email purchase order to Mindy Howa mindy.howa@pearson.com