

# FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, 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

**HOONUIT LLC**  
(Hereinafter referred to as "VENDOR"),  
whose principal place of business is  
15088 22<sup>nd</sup> Avenue NE, Little Falls, Minnesota 56345

**WHEREAS**, SBBC and VENDOR entered into an Agreement dated June 25, 2019, with a contract term from July 1, 2019 through June 30, 2020 to provide site licensing access for SBBC students, staff, and families through the SBBC portal and Canvas ("Agreement"); and

**WHEREAS**, VENDOR provides a comprehensive training and professional development solution for SBBC schools that is easy to manage and builds essential technology skills; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement ("First 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 are 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 Section 2.01 of the Agreement, the term of the Agreement is hereby extended from July 1, 2020 through June 30, 2021, unless terminated earlier pursuant to Section of 3.05 of the Agreement.

1.03 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

**The following provisions replaces the respective provisions in the Agreement, by interlineation, as follows:**

2.03 **Cost and Payment**.

(a) **Cost of Services**. SBBC shall pay VENDOR a total of Two Hundred Forty-six Thousand One Hundred Dollars and 00/100 Cents (\$246,100.00) as detailed below:

- i. One Hundred Thirty-nine Thousand One Hundred Dollars and 00/100 Cents (\$139,100.00) after July 1, 2019.
- ii. One Hundred Seven Thousand One Hundred Dollars and 00/100 Cents (\$107,000.00) after approval of this First Amendment and the start of the new term.

(b) Payment Terms.

- i. Before issuance of payment, VENDOR shall first provide SBBC with a proper and appropriate invoice upon receipt of a Purchase Order, which will be issued by SBBC on or after the start of the first term (July 1, 2019), with net thirty (30) day payment terms.
- ii. Before issuance of payment, VENDOR shall first provide SBBC with a proper and appropriate invoice upon receipt of a Purchase Order, which will be issued by SBBC on or after the start of the new term (July 1, 2020), with net thirty (30) day payment terms.

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; 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 on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment 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.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this First Amendment 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 \_\_\_\_\_  
Donna P. Korn, 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)

ATTEST:

\_\_\_\_\_, Secretary

-or-

Michelle H. Faber  
Witness

Cari Stumpf  
Witness

**HOONUIT LLC**

By Clay Anderson  
Signature

Printed Name: Clay Anderson

Title: CFO

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Minnesota

COUNTY OF Morrison

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6/15/2020 (date) by Clay Anderson, CFO (name of officer or agent, title of officer or agent) of Hoonuit, LLC (name of corporation acknowledging), a Minnesota (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and who  did/ did not first take an oath this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires: Jan 31, 2023

Laura L. Hennes  
Signature – Notary Public

Laura L. Hennes  
Notary's Printed Name

31094294  
Notary's Commission No.

(SEAL)

