

SECOND AMENDMENT TO AGREEMENT

THIS SECOND 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

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 Blackboard’s Web Community Manager software that facilitates the management and maintenance of SBBC’s websites; and

WHEREAS, on November 6, 2019, SBBC and Blackboard executed the First Amendment to Agreement (“First Amendment”) extending the term of the Agreement from December 21, 2019 through December 20, 2020, and authorizing additional spending authority for the first renewal term; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this Second Amendment to the Agreement.

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.** The Agreement is hereby extended from December 21, 2020 through December 20, 2021 (“Second Renewal Term”), unless terminated earlier pursuant to Section 10 of the Agreement.

1.03 **Cost of Services.** SBBC shall pay Blackboard for services rendered under this Second Amendment in an 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 for the Second Renewal Term, 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 Second Amendment to Agreement; then
- b) The First Amendment to Agreement; then
- c) 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 Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second 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 _____
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 BLACKBOARD:

(Corporate Seal)

ATTEST:

BLACKBOARD INC.

By [Signature]

Print Name: Bill Jones

Title: Deputy General Counsel

_____, Secretary

[Signature] or _____

Witness

DocuSigned by:
Snaemar Hreinsson

Witness ID: A4551ECCF8E94D2...

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 Virginia

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this September 11th 2020 (date) by Bill Jones (name of officer or agent, title of officer or agent) of Blackboard Inc. (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline if applicable) or has produced _____ (type of identification) as identification and who did/ did not first take an oath this 11th day of September, 2020.

My Commission Expires: 9-30-2024

[Signature]
Signature – Notary Public

Dan Fink
Notary's Printed Name

7858546
Notary's Commission No.

(SEAL)

