Contra Costa County
Standard Form (Amendment to SSA)
Revised 2014

Project Name: Learning Mgt System

Project No.:

AMENDMENT NO. 1 TO SOFTWARE AND SERVICES AGREEMENT

(To be used only for Software and Services Agreement)

1. Identification of Agreement to be Amended.

   (a) Effective Date of Agreement: March 1, 2025

   (b) Agency: Contra Costa County Public Works Department

   (c) Subject: Learning Management System

2. Parties. Agency, and the following named Contractor, mutually agree and promise as follows:

   (a) Contractor's Name & Address: Blackboard LLC.
   5201 Congress Ave
   Boca Raton, FL 33487
   Attn: Austin Fox

   (b) Type of Business Entity:
   (e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

   If corporation or limited liability company, identify state of incorporation/formation:

3. Project Name, Number, & Location. Learning Management System

4. Amendment Date. The effective date of this Amendment to Software and Services Agreement is: September 1, 2025

5. Amendment Specifications. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.

6. Signatures. The signatures set forth below attest the parties' agreement hereto:

CONTRACTOR

SIGNATURE A	**SIGNATURE B**
Contractor's Name: Blackboard LLC., a Delaware Corporation By _____ (Signature of individual or officer) _____ (Print name and title)	By _____ (Signature of individual or officer) _____ (Print name and title)

Note to Contractor: If Contractor is a corporation or limited liability company, two officers must sign this Amendment. The first signature (Signature A) must be that of the chairperson of the board, president or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Sections 313 and 17703.01.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____ (insert name(s) and title(s) of the officer(s) signing on behalf of Contractor), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

_____ (Notary's Seal)
Signature

AGENCY

(a) **If Amendment is approved by Agency's governing body (required if total Payment Limit of original Agreement and Amendment exceeds $100,000, or if original Agreement was approved by Agency's governing body):**

AGENCY, By _____ Board Chair/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy

(b) If Amendment is approved by County Purchasing Agent:

AGENCY, By _____ Board Chair/Designee

APPROVALS

RECOMMENDED BY DEPARTMENT

By _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By _____
Designee

AMENDMENT SPECIFICATIONS

Due to Agency's need for additional Contractor's services, for good and valuable consideration, in exchange for the mutual promises set forth in this Amendment No. 1, County and Contractor hereby amend the Contract as follows:

I. Section b. of Item 1 Parties of the agreement is hereby amended by deleteing "11720 Plaza America Dr. Reson, VA 20190" as the address therefrom and replacing it with "5201 Congress Avenue Suite 220, Boca Raton, FL 33487".

II. Appendix B (Payment Provisions) of the Agreement is deleted in its entirety and replaced with Appendix B (Payment Provisions 2025) attached hereto and incorporated herein.

III. Section e. of Paragraph II of Appendix F (Deliverables) is hereby amended by deleting "Restoration" therefrom and replacing it with "Registration."

IV. Paragraph II of Appendix F (Deliverables) is herby amended by adding section f. immediately after section e. as follows:

f. Blackboard Registration and Management Implementation team will enable and provide the Video Studio tool for County staff to utilize to record and share videos within the Blackboard Learn platform. The Video Studio tool will:
   i. Help County staff record and share videos within the Blackboard Learn platform
   ii. Include unlimited video storage capacity

Appendix B - PAYMENT PROVISIONS - 2025

I. Project Invoices. Contractor will invoice County as set forth below, and County will make payment therefore as set forth in Article III below.

A. Execution of Agreement
1. Software ..... $ 37,313
2. Annual Support ..... $ 17,500
3 Professional Services ..... $ 18,000
Total Invoice Amount due upon execution of Agreement ..... $ 72,813

B. Execution of Amendment 1
1. Video Studio Year 1 ..... $ 5,000
Total Amount due upon execution of Amendment 1 ..... $ 5,000

C. Commencement of Contract Year 2
1. Software ..... $ 36,250
2. Annual Support ..... $ 13,750
3. Video Studio Year 2 ..... $ 10,000
Total Amount due upon Commencement of Contract Year 2 ..... $ 60,000

D. Commencement of Contract Year 3
1. Software ..... $ 36,250
2. Annual Support ..... $ 13,750
1. Video Studio Year 3 ..... $ 10,000
Total Amount due upon Commencement of Contract Year 3 ..... $ 60,000

II. Pricing Summary.

A. Functional Group
1. Total Software $109,813
2. Total Annual Software Support ..... $ 45,000
3. Total Professional Services ..... $ 18,000
4. Video Studio ..... $ 25,000
Total Contract Costs $197,813

III. Invoice Payment Terms.

A. Contractor agrees to the payment terms set forth in this Appendix B and the Agreement.

B. Contractor will submit a County Demand form D-15, accompanied by documentation of expenditures and services hours, to County's Authorized Representative for authorization of payment. Contractor will submit demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were rendered. Upon approval of payment demands by County's Authorized Representative, County will make payments within 30 days of invoice.

C. Adjustments between line-item expenses may be made if the line-item budget adjustment is ten percent or less of the budgeted line item. The County's Authorized Representative may approve any line-item adjustment which exceeds the line-item budget by more than ten percent.