

**SECOND AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND
SKILLSOFT CORPORATION FOR E-LEARNING NO. 11375**

THIS SECOND AMENDMENT ("Amendment") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and SKILLSOFT CORPORATION, a Foreign for Profit Corporation, which is authorized to do business in the State of Florida ("Skillsoft"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties previously entered into an Agreement dated September 10, 2019 for E-Learning, identified by No. 11375 (the "Agreement"); and

WHEREAS, the County has elected its option to renew the term of the original Agreement to allow the Skillsoft to furnish the goods or service to Alachua County; and

WHEREAS, the Parties desires to amend the Agreement to extend the term and to do as otherwise provided herein.

NOW, THEREFORE, the County and Skillsoft agree to amend the Agreement as follows:

A. Amendment. Section #1, of the Agreement titled "Term" is amended to read as follows:

- 1.1. This Agreement is effective beginning on October 1, 2020 and is for a term ending September 30, 2023, unless terminated earlier as provided herein.
- 1.2. The County has the option of renewing this Agreement for one additional one-year periods, at the same terms and conditions outlined herein, through written amendments executed by both parties as set forth below.
- 1.3. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

B. Effective Date. Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on October 1, 2022.

C. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Marihelen Wheeler, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

SKILLSOFT

By:  _____

Print: Michael Manix

Title: Dir, Revenue

Date: 9/23/2022



IF THE SKILLSOFT IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.