

AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES

THIS AMENDMENT to Professional Service Contract (hereinafter "Amendment") made this 15th day of December, 2016, in the Territory of the U. S. Virgin Islands by and between the Government of the Virgin Islands, **DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **DEPARTMENT OF EDUCATION**, 1834 Kongens Gade, St. Thomas, Virgin Islands 00802-6746 (hereinafter referred to as "Government"), and **Northwest Council for Computer Education**, 1031 N. Academic Way, Suite 242, Coeur d'Alene, Idaho 83814 (hereinafter referred to as "Contractor"). The Government and the Contractor are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, on December 23, 2013, the Government and the Contractor entered into Professional Service Contract No. **PC172DOE13** ("Contract") to provide services towards the development, implementation, and management of teacher and administrator professional development on integrating technology into classroom instruction; and

WHEREAS, the Contract is due to expire on December 22, 2016 and the Parties wish to amend the Contract to include additional professional development services on technology integration in the classroom and extend the term for an additional six (6) months; and

WHEREAS, the subject Amendment to Professional Service Contract shall result in a change to Addendum I (Scope of Services) and Addendum II (Compensation); and

WHEREAS, the additional services will require an increase compensation of **Seventy Five Thousand, Six Hundred Twenty Nine Dollars and Seventy Five Cents (\$75,629.75)** thus increasing the contract's total compensation to **Nine Hundred Ninety Three Thousand, Nine Hundred Four Dollars and Seventy Five Cents (\$993,904.75)**; and

NOW THEREFORE, the Parties agree that the Contract is amended as follows;

1. Paragraph 2, (**TERM**) of the Contract is amended to state the following:

"This Contract shall commence on December 23, 2013 and shall terminate on June 30, 2017".

2. Paragraph 3, (**COMPENSATION**) of the Contract is amended to state the following:

"The Government, in consideration of the satisfactory performance by the Contractor of the services described in Amendment to Addendum I (Scope of Services), agrees to pay Contractor in an amount not to exceed **NINE HUNDRED NINETY-THREE THOUSAND, NINE HUNDRED FOUR DOLLARS AND SEVENTY FIVE CENTS (\$993,904.75)**, in accordance with the provisions set forth in Amendment to Addendum II (Compensation) attached hereto and made a part of this Contract.

3. Paragraph 10, **(INDEMNIFICATION)** of the Contract is amended to state the following:

“Contractor agrees to indemnify, defend, and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney’s fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.”

4. Paragraph 22, **(NOTICE)** of the Contract is amended to state the following:
“Any notice required to be given, by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT: Randolph N. Bennett, Commissioner
DEPARTMENT OF PROPERTY & PROCUREMENT
Sub Base, Building No. 1
St. Thomas, U.S. Virgin Islands 00802

Sharon Ann McCollum, Ph.D., Commissioner
DEPARTMENT OF EDUCATION
1834 Kongens Gade
St. Thomas, Virgin Islands 00802-6746

CONTRACTOR: Heidi Rogers, CEO/Executive Director
Northwest Council for Computer Education
1031 N. Academic Way
Coeur D. Alene, ID 83814”

5. Paragraph 30, **(OTHER PROVISIONS)** of the Contract is amended to state the following:

“**AMENDMENT TO ADDENDUM I, AMENDMENT TO ADDENDUM II,**
and the Contractor’s ability documents are attached hereto, are made a part of this Contract, and are incorporated herein by reference.

6. **Addendum I** (Scope of Services) is deleted in its entirety and replaced by the attached **Amendment to Addendum I** (Scope of Services) attached hereto, incorporated herein and made a part of this Contract by reference.
7. **Addendum II** (Compensation) is deleted in its entirety and replaced by the attached **Amendment to Addendum II** (Compensation) outlining the compensation to be paid to the Contractor for the services described in **Amendment to Addendum I** (Scope

of Work), in the amount not to exceed **Nine Hundred Ninety Three Thousand, Nine Hundred Four Dollars and Seventy Five Cents (\$993,904.75).**

8. This Amendment is subject to the approval of the Governor of the U.S. Virgin Islands and the appropriation and availability of funds.
9. Except as expressly amended herein, all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set

their hands on the day and year first above written.

WITNESSES:

[Signature]

GOVERNMENT OF THE VIRGIN ISLANDS

Sharon Ann McCollum 11/29/16
Sharon A McCollum, Ph. D. Date
Commissioner
DEPARTMENT OF EDUCATION

Barclay L. Dick

[Signature] 12/7/16
Randolph N. Bennett Date
Commissioner
DEPARTMENT OF PROPERTY AND PROCUREMENT

CONTRACTOR:

NORTHWEST COUNCIL FOR
COMPUTER EDUCATION

Robert D. Myers 11-18-2016

Heidi Rogers 11/18/2016
Heidi Rogers Date
CEO/Executive Director

APPROVED:

[Signature] 12-15-16
KENNETH E. MAPP Date
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED FOR LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE:

Amalie J. Parnett, Esq. Dept. Sol. Gen. 12/14/2016
Date

Account Code No. _____

Purchase Order No. _____