

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2016, 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

MUTUAL OF OMAHA INSURANCE COMPANY

(hereinafter referred to as "Omaha"),
whose principal place of business is
Mutual of Omaha Plaza
Omaha, Nebraska 68175

WHEREAS, SBBC issued a Request for Proposal, identified as RFP 14-010P Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance for School Board Employees, dated March 8, 2013 and amended by Addendum Number One dated March 26, 2013, and Addendum Number Two dated April 3, 2013 (hereinafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for group term life and accidental death and dismemberment (AD&D) insurance for School Board employees; and

WHEREAS, Omaha offered a proposal dated April 29, 2013 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, SBBC and Omaha entered into an Agreement dated August 27, 2013 (hereinafter referred to as "Agreement") for Group Term Life and Accidental Death and Dismemberment (AD&D) insurance for SBBC employees under RFP 14-010P; and

WHEREAS, SBBC and Omaha mutually agree to extend the term of the Agreement for an additional one-year period through December 31, 2017.

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 is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of the Agreement the term of the Agreement shall be extended for an additional one-year period, which will begin on January 1, 2017 and end on December 31, 2017.

2.02 Order of Priority. In the event of a conflict between documents, which are incorporated herein by reference, the Parties agree that the order of priority shall be as follows:

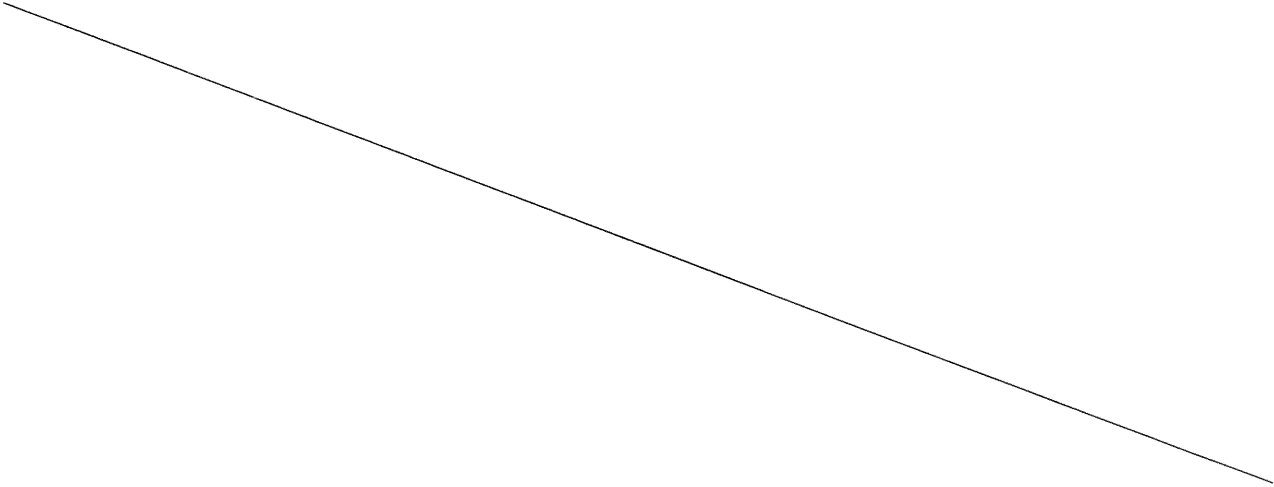
- First: First Amendment to Agreement; then
- Second: The Agreement; then
- Third: Addendum Number Two (dated April 3, 2013); then
- Fourth: Addendum Number One (dated March 26, 2013); then
- Fifth: RFP 14-010P “Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance for School Board Employees”; then
- Sixth: The Proposal submitted in response to the RFP by Mutual of Omaha, including the Group insurance policy.

ARTICLE 3 – GENERAL CONDITIONS

3.01 Authority. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First 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 First Amendment to Agreement.

3.02 All Other Terms and Conditions. Except as expressly provided herein, all terms and conditions set forth in the Agreement and this First Amendment to Agreement shall remain in force and effect for the contract term specified within this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.



FOR SBBC

(Corporate Seal)

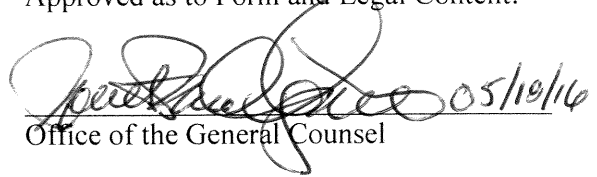
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 05/19/16
Office of the General Counsel

FOR OMAHA

(Corporate Seal)

Mutual of Omaha Insurance Company

ATTEST:

By *Dan Martin*

Dan Martin
Executive Vice President, Group Benefit
Services

, Secretary

-or-

Karen Fields

Witness

Victoria Ness

Witness

**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.**

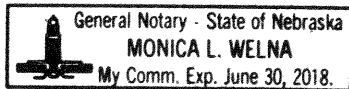
STATE OF *Nebraska*

COUNTY OF *Douglas*

The foregoing instrument was acknowledged before me this *16th* day of *May*, 2016 by **Dan Martin of Mutual of Omaha Insurance Company**, on behalf of the corporation/agency.

He is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires: *6/30/18*



(SEAL)

Monica L Welna

Signature – Notary Public

MONICA L WELNA

Printed Name of Notary

N/A

Notary's Commission No.