

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2017, 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

PAYFLEX SYSTEMS USA, INC.
(hereinafter referred to as "*PAYFLEX*"),
whose principal place of business is
10802 Farnam Drive, Suite 100
Omaha, Nebraska 68154

WHEREAS, SBBC issued a Request For Proposal identified as RFP 15-003P Administration of Flexible Spending Accounts for School Board Employees dated December 9, 2013 and amended by Addendum Number One dated January 14, 2014 (herein referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Administration of Flexible Spending Accounts for School Board Employees; and

WHEREAS, PayFlex offered a proposal dated February 12, 2014 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to the RFP; and

WHEREAS, SBBC and PayFlex entered into an Agreement dated September 16, 2014, (hereinafter referred to as "Agreement") for Administration of Flexible Spending Accounts for School Board Employees; and

WHEREAS, SBBC and PayFlex desire to further amend 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 is hereby acknowledged, the Parties hereby agree as follows:

ARTICLES

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

2.01 **Product Offering.** PayFlex agrees to continue to provide the same product and pricing, as outlined in section 3.01.

3.01 **Fees.** The fees for the period commencing on January 1, 2018 through December 31, 2018 shall be as follows:

Optional One-Year Renewals	2018
Per Participant	\$3.45 with debit card \$3.90 without debit card
Other Fees	Implementation/Annual Fee – No Charge Open Enrollment Meeting Support/Travel – No Charge No Monthly Minimum Fee Required Wire Transfer/ACH – No Charge Takeover Provision – No Charge Quarterly Statements – No Charge
Run-Out Fees	No Charge

4.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of this Agreement shall be extended for an additional one-year period, which will begin on January 1, 2018 and conclude on December 31, 2018.

5.01 **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:

- First: First Amendment to Agreement; then
- Second: Agreement; then
- Third: Addendum Number One [dated January 14, 2014] to the RFP; then
- Fourth: RFP 15-003P “Administration of Flexible Spending Accounts for School Board Employees”; then
- Fifth: The Proposal submitted in response to the RFP by PayFlex

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

6.01 **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.

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

FOR SBBC

(Corporate Seal)

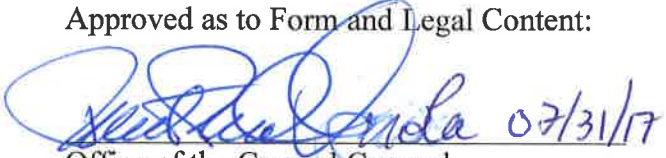
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR PAYFLEX

(Corporate Seal)

PayFlex Systems USA, Inc.,

ATTEST:

By 

_____, Secretary

-or-


Witness


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 20th day of July, 2017 by Jeffrey A. Proctor of Payflex Systems Inc, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

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

My Commission Expires: 8-28-19


Signature – Notary Public

KAREN M. Edington
Printed Name of Notary

(SEAL)



Notary's Commission No.