

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2018, 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

STRATEGIC COST CONTROL, INC.
D/B/A CORPORATE COST CONTROL, INC.
(hereinafter referred to as "VENDOR"),
having its principal place of business at
50 Nashua Road, Suite #2
Londonderry, New Hampshire 03053

WHEREAS, under RFP 15-038R regarding Employment/Income Verification and Unemployment Compensation and Cost Control Services, the Agreement term is from February 19, 2015 through June 30, 2018, and may be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period; and

WHEREAS, SBBC and VENDOR entered into an Agreement dated February 18, 2015 (hereinafter referred to as "Agreement"); under RFP 15-038R, for the term of February 19, 2015 through June 30, 2018; and allowed for an extension of two additional one-year periods and, if needed, 180 days beyond the expiration date of renewal periods; and

WHEREAS, SBBC wishes to exercise the first of two (2) options to renew the Agreement for a period of one (1) additional year.

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:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. The Agreement regarding Employment/Income Verification and Unemployment Compensation and Cost Control Services is hereby renewed for one-year beginning **July 1, 2018 through June 30, 2019** unless terminated earlier pursuant to Section 3.05 of the Agreement.

3. Amended Provisions. The parties hereby agree to the following amended provisions to the Agreement:

The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:

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

First: This First Amendment to Agreement, then;
Second: Agreement, then;
Third: Addendum No. 1, then;
Fourth: 15-038R – Employment/Income Verification and Unemployment Compensation Administrative Cost Control Services, then;
Fifth: Proposal submitted in response to the RFP 15-038R and VENDOR's transmittal letter.

4. Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

5. 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 Second Amendment to Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M. Smith

Date: 2017.12.07 15:01:02 -05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

STRATEGIC COST CONTROL, INC.
D/B/A CORPORATE COST CONTROL, INC.

ATTEST:

By TJ Rooney
Signature

, Secretary

Printed Name: TIM ROONEY

-or-

Title: PRESIDENT

[Signature]
Witness

Maurice Doucette
Witness

STATE OF New Hampshire

COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 29th day of November, 2017 by TIM ROONEY of
Name of Person

CORPORATE COST CONTROL on behalf of the corporation/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:

Sally T. Goodwin
Signature Notary Public

(SEAL)



SALLY T. GOODWIN
Printed Name of Notary

Notary's Commission No.