

SECOND AMENDMENT TO AGREEMENT

THIS SECOND 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

TSA CONSULTING GROUP, INC.

(hereinafter referred to as “TSACG”),
having its principal place of business at
15 Yacht Club Drive NE
Fort Walton Beach, Florida 32548

WHEREAS, SBBC issued a Request for Proposal identified as RFP 16-004V – Third Party Administrator for Tax Sheltered Annuities for School Board Employees dated, February 5, 2015 and amended by Addendum Number One, dated March 19, 2015 (herein referred to as ‘RFP’), which are incorporated by reference herein, for the purpose of receiving Proposals for Third Party Administrator for Tax Sheltered Annuities for School Board Employees; and

WHEREAS, TSACG offered a Proposal dated March 16, 2015 (hereinafter referred to as “Proposal”), which is incorporated by reference herein, in response to the RFP; and

WHEREAS, SBBC and TSAGC entered into an Agreement dated June 23, 2015 (hereafter “Agreement”) for Third Party Administrator for Tax Sheltered Annuities for School Board Employees under RFP 16-004V; and

WHEREAS, SBBC and TSACG entered into a First Amendment to Agreement, dated April 19, 2016 to approve a 457(b) Adoption Agreement and 457(b) Plan Agreement for Tax Sheltered Annuities products.

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Term of Agreement.** The June 23, 2015 Agreement is hereby extended from January 1, 2019 through December 31, 2019, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3.01 **Monthly Fees.** TSACG agrees that the fee of \$1.00 is a monthly fee per active and inactive accounts for the current 403/457 vendors under Agreement with SBBC. Fees are paid by the TSA vendor directly to TSACG.

4.01 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This Second Amendment to Agreement; then
- b) The First Amendment to Agreement dated, April 19, 2016 and Exhibits A & B thereto; then
- c) The Agreement dated, June 23, 2015; then
- d) Addendum Number One dated, March 19, 2015; then
- e) RFP 16-004V – “Third Party Administrator for Tax Sheltered Annuities for School Board Employees; then
- f) The Proposal submitted by TSACG in response to the RFP.

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

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

6.01 **Authority.** Each person signing this Second Amendment to Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Second 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 Second 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:


Office of the General Counsel

FOR TSA CONSULTING GROUP, INC.

(Corporate Seal)

TSA Consulting Group, Inc.

ATTEST:

By D.V.I.
Signature

_____, Secretary

Printed Name: Kevin Hensley

-or-

Title: Chief Operations Officer,
Senior Vice President

[Signature]
Witness

[Signature]
Witness

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 5th day of July, 2018 by Kevin Hensley of

TSA Consulting Group, Inc. on behalf of the corporation/agency. He/She is personally known to me or produced personally known to me as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Melissa Steinfeldt
Signature - Notary Public



(SEAL)

Melissa Steinfeldt
Printed Name of Notary

FF 967675
Notary's Commission No.