

**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

**BMG MONEY, INC.**

(hereinafter referred to as "BMG"),  
whose principal place of business is  
1221 Brickell Avenue, Suite 1170  
Miami, Florida 33131

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 18-010V - Voluntary Supplemental Insurance for School Board Employees dated, December 15, 2016 and amended by Addendum Number One dated, December 23, 2016 (herein referred to as "RFP") which are incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

**WHEREAS**, BMG offered a proposal dated, February 9, 2017 RFP; (hereinafter referred to as "Proposal"), which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, SBBC and BMG entered into an Agreement dated, August 22, 2017 (hereafter "Agreement") for Voluntary Supplemental Insurance for School Board Employees under RFP 18-010V; and

**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 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.** Unless terminated earlier pursuant to Section 3.05 of the Agreement dated, August 22, 2017 the term of the Agreement is January 1, 2018 through December 31, 2020 (Initial Contract Period).

3.01 **Loan Repayment Options.** At the employee's option, loans may be repaid over a period of up to 36 months of payroll deductions. BMG agrees that employees will not be charged a penalty for early loan repayment.

4.01 **Order of Precedence Among Agreement Documents.** In the event of a 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 First Amendment to Agreement; then
- b) The Agreement dated, August 22, 2017; then
- c) Addendum Number One dated, December 23, 2016 to the RFP; then
- d) RFP 18-010V "Voluntary Supplemental Insurance for School Board Employees"; then
- e) The Proposal submitted by BMG in response to the RFP.

In case of any other doubt 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 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 First Amendment to Agreement on the date first above written.

**SBBC**

(Corporate Seal)

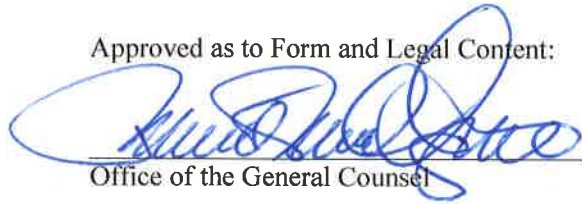
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 07/11/10  
Office of the General Counsel

**FOR BMG**

(Corporate Seal)

ATTEST:

BMG Money, Inc.,

By [Signature]

Printed Name: Thomas C. McCormick

Title: Ch. Grant officer

\_\_\_\_\_, Secretary

-or-

[Signature]

Witness DOSE PATRINO

Witness SASON MMEGAULT

**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 Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of July, 2018 by Thomas Mc Cormick of BMG Money, Inc. Name of Person on behalf of the corporation/agency. Name of Corporation or Agency

He/She is personally known to me or produced FLDL/M265-823-71-174-0 as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]  
Signature - Notary Public

Maria E. Johnson  
Printed Name of Notary

(SEAL)



October 29, 2021  
Notary's Commission No.