

## **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

**PAYFLEX SYSTEMS USA, INC.**  
(hereinafter referred to as "PAYFLEX"),  
having its principal place of business at  
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 are 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 (hereafter "Agreement") for Administration of Flexible Spending Accounts for School Board Employees under RFP 15-003P; and

**WHEREAS**, SBBC and PAYFLEX entered into a First Amendment to Agreement, dated August 22, 2017 for the first one-year renewal option; 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 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 September 16, 2014 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 **Fees.** The fees for the period commencing on January 1, 2019 through December 31, 2019 shall be as follows:

<b>Optional One-Year Renewals</b>	<b>2019</b>
FSA Per Participant	\$3.15 with 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
Health Savings Account (HSA) Per Participant	\$2.95
Run-Out Fees	No Charge

4.01 **Premium Credit.** Beginning January 1, 2019 PAYFLEX agrees to provide a premium credit for any fees paid for Plan Year 2018 for the FSA fees, which exceeded the reduced rate of \$3.15.

5.01 **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:

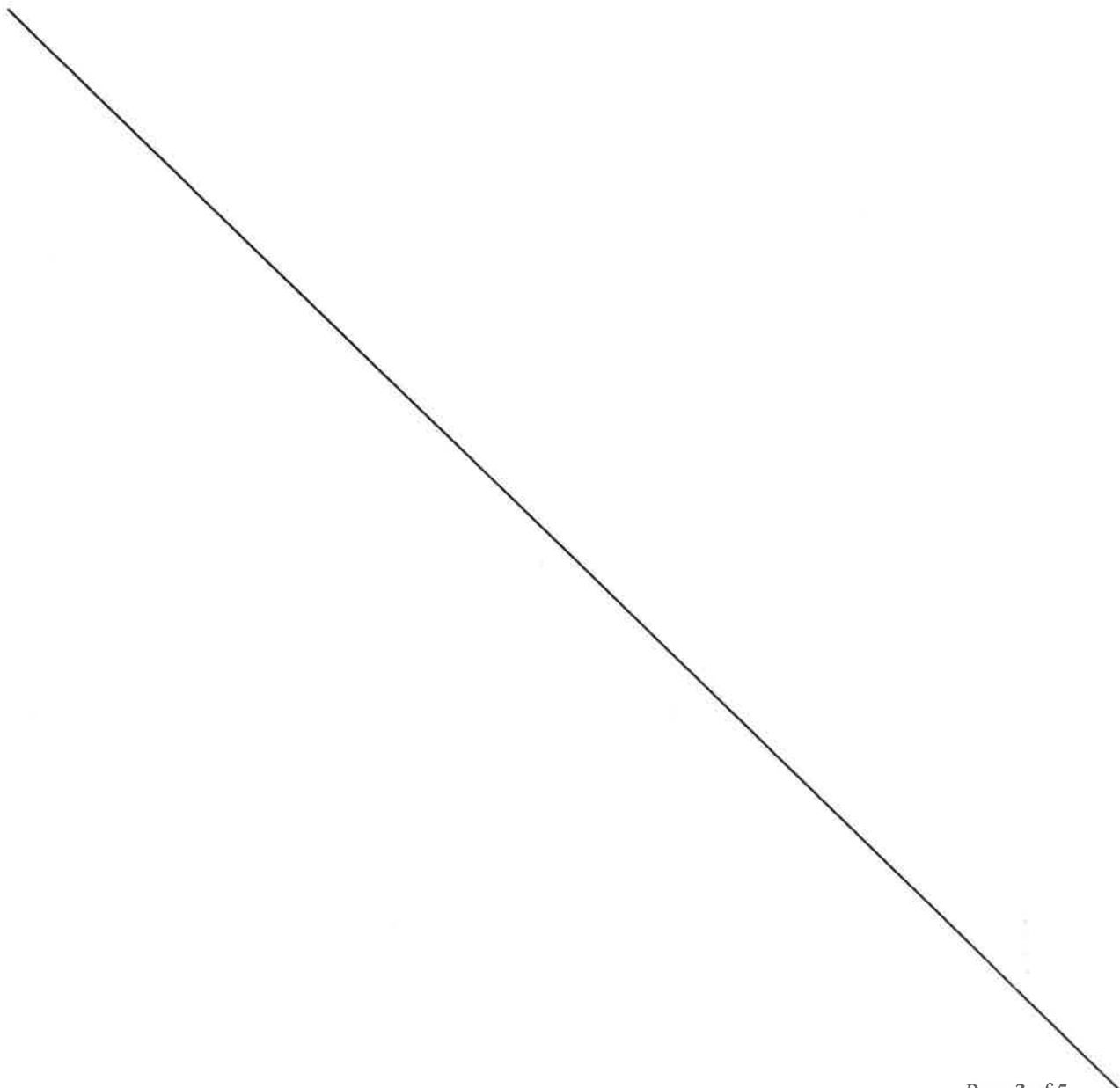
- a) This Second Amendment to Agreement; then
- b) The First Amendment to Agreement dated, August 22, 2017; then
- c) The Agreement dated, September 16, 2014; then
- d) Addendum Number One, dated January 14, 2014; then
- e) RFP 15-003P – “Administration of Flexible Spending Accounts for School Board Employees”; then
- f) The Proposal submitted by PAYFLEX 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.

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

7.01 **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)

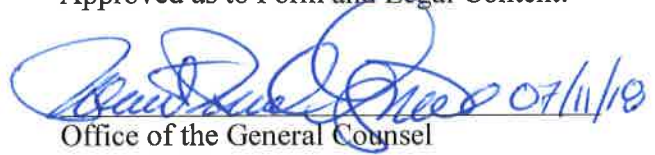
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

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

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

Approved as to Form and Legal Content:

 07/11/19  
Office of the General Counsel

**FOR PAYFLEX, INC.**

(Corporate Seal)

**PAYFLEX SYSTEMS USA, INC.**

ATTEST:

By   
Signature

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

Printed Name: Jeffrey Protector

Title: Senior Director, Compliance

-or-

  
Witness

  
Witness

STATE OF Nebraska

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 26th day of June, 2018 by Jeffrey Protector of PayFlex Systems 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. \_\_\_\_\_  
Name of Person  
Type of Identification

My Commission Expires:

8.28.19

  
Signature – Notary Public

Karen M. Edington  
Printed Name of Notary

(SEAL)



\_\_\_\_\_  
Notary's Commission No.