

## 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

### Gallagher Benefit Services, Inc.

(hereinafter referred to as "GBS"),  
whose principal place of business is  
2255 Glades Road, Suite 200E  
Boca Raton, Florida 33431

**WHEREAS**, SBBC issued a Request for Proposal, identified as RFP 16-017V - Consulting Services for Employee Benefits Program, dated April 23, 2015, and amended by Addendum One dated, May 11, 2015 (hereafter referred to as "RFP") which are incorporated by reference herein, for the purpose of receiving proposals for Consulting Services for Employee Benefits Program; and

**WHEREAS**, GBS offered a proposal dated, May 18, 2015, (hereafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP, and;

**WHEREAS**, SBBC and GBS entered into an Agreement dated, August 18, 2015 (hereafter "Agreement") for Consulting Services for Employee Benefits Program under RFP 16-017V; 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.** The term of this First Amendment to Agreement is January 1, 2019 through December 31, 2019.

3.01 **Cost of Services.** The annual fee for the period January 1, 2019 through December 31, 2019 is \$550,000, to be paid in monthly installments.

In addition, SBBC shall pay GBS the following hourly rates for special projects requested by SBBC, which fall outside of the negotiated scope of services of the Agreement:

Lead Consultant	\$270 per hour
Senior Consultant	\$250 per hour
Attorney	\$250 per hour
Consultant	\$170 per hour
Actuary	\$285 per hour

4.01 **Rate Cap.** If SBBC and GBS mutually agree to exercise the second one-year renewal option for the period January 1, 2020 through December 31, 2020 the annual fee will be \$550,000. In addition, the hourly rates noted above will also remain flat for 2020.

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 First Amendment to Agreement; then
- b) The Agreement dated, August 18, 2015; then
- c) Addendum Number One dated, May 11, 2015; then
- d) RFP 16-017V - Consulting Services for Employee Benefits Program; then
- e) The Proposal submitted by GBS 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 provisions of the Agreement remain in full force and effect.

7.01 **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.

**FOR SBBC**

(Corporate Seal)

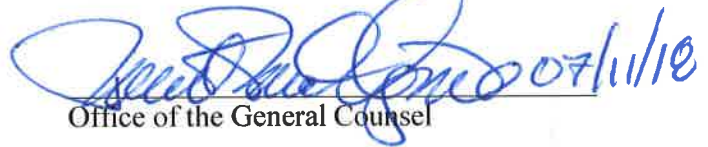
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

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

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

Approved as to Form and Legal Content:

  
Office of the General Counsel

**FOR GBS**

(Corporate Seal)

ATTEST:

Gallagher Benefit Services, Inc.

By [Signature]  
Jeffrey P. Angello, Florida Area President

Printed Name: Jeffrey P. Angello

Title: Florida Area President

\_\_\_\_\_, 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 Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2018 by Jeffrey P. Angello of Gallagher Benefit Services, on behalf of the corporation/agency.  
Name of Person  
Name of Corporation or Agency

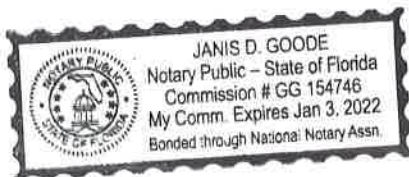
He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:

[Signature]  
Signature - Notary Public

Janis Goode  
Printed Name of Notary

(SEAL)



GC 154746  
Notary's Commission No.