

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2019 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

CPS PAYMENT SERVICES LLC
(hereinafter referred to as "CPS"),
Whose principal place of business is
600 Galleria Parkway, Suite 150
Atlanta, Georgia 30339

WHEREAS, SBBC and CPS entered into an Agreement dated March 21, 2017 (hereinafter referred to as "Agreement") under RFP 17-008H – Integrated Payables (IP) (hereinafter referred to as "RFP") for the purpose of processing and paying invoices received from an IP vendor and SBBC receives a monthly rebate on the total dollars of invoices processed.

WHEREAS, CPS offered a proposal dated March 15, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to the RFP; and

WHEREAS, CPS admits and agrees on March 21, 2017, it was awarded an Agreement under the RFP with a term from March 22, 2017 through December 31, 2019, which permits a one (1) year renewal and an additional extension for up to 180 days beyond the expiration date of the renewal period of the Agreement; and

WHEREAS, SBBC wishes to exercise the one (1) year renewal option of the Agreement; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to 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:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement.** Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from **January 1, 2020** through **December 31, 2020**, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **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:

- First: This First Amendment to Agreement; then
- Second: Agreement; then
- Third: Addendum No. 2; then
- Fourth: Addendum No. 1; then
- Fifth: RFP 17-008H – Integrated Payables; then
- Sixth: Proposal submitted in response to the RFP by CPS.

1.04 **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:

2.04 **CPS shall provide a Rebate to SBBC.** Each month, an incentive rebate will be paid to SBBC at a rate between 1.55% - 1.65% * on all standard transactions. The incentive is paid monthly and is calculated each month based on SBBC's previous month's spend volume. The following tiered rebate schedule would be valid for volume on an annual basis and resets every year on the contract anniversary:

Annual Total Payments Rebate	
\$0 - \$50,000,000	1.55%
Above \$50,000,000	1.65%

*This rate applies for standard interchange transactions, not reduced interchange transactions (Ex. "large ticket"). Reduced interchange transactions are transactions where the total MasterCard Interchange fee is 2.0% or less. For reduced interchange transactions, SBBC's rebate will be the net MasterCard Interchange minus a 0.85% (85 BPS) service fee. For example, a reduced interchange transaction that is processed at 1.90%, SBBC's rebate would be 1.05% (105 BPS) on that transaction.

Any vendor or vendor's Merchant Service Provider (MSP) that charges a fee will be either netted against the rebate or provided within the credit line and communicated via the Confirmation Report generated. For example, Florida Power & Light's Merchant Service Provider charges a \$14.95 fee per \$5,000 in transaction volume. This will be communicated on the Confirmation Report (CPS invoice) as a line item.

The following provisions shall be added to the Agreement, by interlineation, as follows:

2.08 **Disclosure of Education Records and Employee Information.**

Although no student education records shall be disclosed pursuant to this Agreement, should CPS come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee information shall be disclosed by SBBC to CPS. Should CPS come into contact with employee information, it may not be re-disclosed except as required or permitted by law.

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

1.06 **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 _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Eric Abend
Digitally signed by Eric Abend
Reason: CPS Amend 2019
Date: 2019.10.14 08:48:12 -04'00'

Office of the General Counsel

FOR CPS:

(Corporate Seal)

ATTEST:

CPS PAYMENT SERVICES LLC

By: [Signature]

Print Name: Scott Saltmarsh

Title: SUP

_____, Secretary

-or-

[Signature]

Witness

[Signature]

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 Georgia

COUNTY OF Paulding

The foregoing instrument was acknowledged before me this October 1 day of October, 2019 by Scott Saltmarsh of CPS Payment Services, on behalf of the corporation/agency.

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

My Commission Expires:



[Signature]
Signature - Notary Public

Amy Gibaldi
Printed Name of Notary

N/A
Notary's Commission No.