

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

GALLAGHER BASSETT SERVICES, INC.

(hereinafter referred to as “**Gallagher**”),
a foreign corporation for profit authorized to do business in the State of Florida,
having its principal place of business at
2850 Golf Road
Rolling Meadows, IL 60008

WHEREAS, EE&G Environmental Services, LLC submitted a proposal in response to RFP 16-158C issued by SBBC and the parties entered into an Agreement dated November 1, 2016 (hereafter “**Agreement**”); and

WHEREAS, the Agreement’s term, as renewed, is from December 1, 2016 through November 30, 2020; and

WHEREAS, the interests of EE&G Environmental Services, LLC in the Agreement have been acquired by Gallagher which desires to obtain SBBC’s consent to the assignment of said interests to Gallagher; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement including the substitution of Gallagher for EE&G Environmental Services, LLC for the remainder of the Agreement’s term through this First Amendment to Agreement (hereafter “**Amendment**”).

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 **Agreement Assignment.** Pursuant to Section 3.16 of the Agreement, SBBC consents to the assignment to Gallagher of all rights, duties and obligations of EE&G Environmental Services, LLC under the Agreement. All such rights, duties and obligations of EE&G Environmental Services, LLC are hereby assigned to Gallagher Bassett Services Inc.

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:

- a) this First Amendment to Agreement; then
- b) the Agreement; then
- c) Addendum 2; then
- d) Addendum 1; then
- e) RFP 16-158C – Miscellaneous Environmental Consulting Services; then
- f) The proposal submitted by EE&G Environmental Services, LLC in response to RFP 16-158C.

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

1.05 **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.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR GALLAGHER

(Corporate Seal)

GALLAGHER BASSETT SERVICES INC.

ATTEST:

By *Carolyn Bailey*
Signature
Printed Name: Carolyn Bailey

, Secretary

Title: FL Regional Manager

-or-

[Signature]
Witness

[Signature]
Witness

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19th day of November, 2019 by Carolyn Bailey of Partner Assessment Corporation 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: 7/24/23

[Signature]
Signature – Notary Public

(SEAL)



BARBARA MALDONADO
Printed Name of Notary

GG 335979
Notary's Commission No.