

# FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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

## AFLAC

(hereinafter referred to as "[AFLAC]"),  
whose principal place of business is  
1932 Wynnton Road  
Columbus, GA 31999

**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 is incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

**WHEREAS**, AFLAC offered a proposal dated February 8, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, SBBC and AFLAC entered in an Agreement dated, August 22, 2017; and

**WHEREAS**, the Parties mutually desire to amend certain provisions of the Agreement to include references to Group Critical Illness and Hospital Indemnity Rate Sheets, respectively attached as Attachments A-B.

**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 August 22, 2017 Agreement is hereby extended from January 1, 2021 through December 31, 2021, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3.01 **Premiums.** Effective January 1, 2021 the Critical Illness and Hospital Indemnity premiums will be modified, as outlined in Attachments A-B, respectively, to this First Amendment to Agreement. Premiums for Accident, Term Life and Short-Term Disability will remain unchanged.

4.01 **Order of Precedence Among Agreement Documents:** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

- a) This First Amendment to Agreement; then
- b) The Agreement dated, August 22, 2017; then
- c) Addendum Number Three (dated, December 23, 2016); then
- d) RFP 18-010V – “Voluntary Supplemental Insurance for School Board Employees”; then
- e) The Proposal submitted in response to the RFP by AFLAC

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)

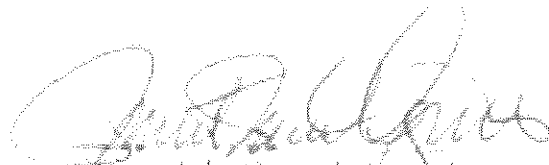
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:


  
Office of the General Counsel

**FOR AFLAC**

(Corporate Seal)


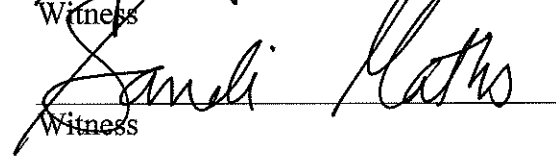
AFLAC

ATTEST:

By 

\_\_\_\_\_, 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.**

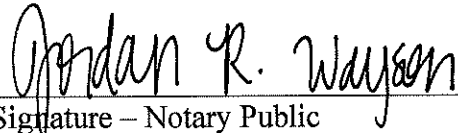
STATE OF Georgia

COUNTY OF Muscogee

The foregoing instrument was acknowledged before me this 7 day of July, 2020 by Chuck McDaniel of AFLAC, on behalf of the corporation/agency.  
Name of Person                      Name of Corporation or Agency

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

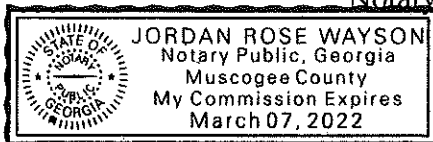
My Commission Expires:  
March 7, 2020

  
Signature – Notary Public

Jordan R Wayson  
Printed Name of Notary

(SEAL)

00359261  
Notary's Commission No.



**SECOND AMENDMENT TO AGREEMENT**

**THIS SECOND AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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**, SBBC and BMG entered into a First Amendment to Agreement dated, August 21, 2018 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**. The August 22, 2017 Agreement is hereby extended from January 1, 2021 through December 31, 2021, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3.01 **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 Second Amendment to Agreement; then
- b) The First Amendment to Agreement dated, August 21, 2018; then
- c) The Agreement dated, August 22, 2017; then
- d) Addendum Number One dated, December 23, 2016 to the RFP; then
- e) RFP 18-010V "Voluntary Supplemental Insurance for School Board Employees"; then
- f) 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.

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

5.01 **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.

SBBC

(Corporate Seal)

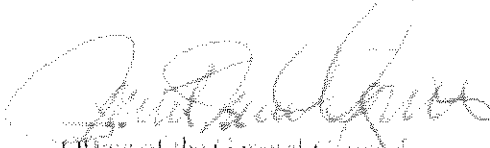
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:

  
Office of the General Counsel

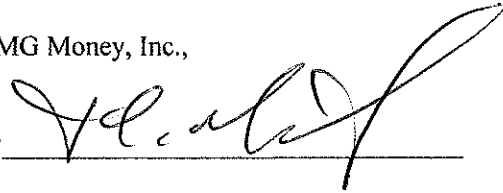
**FOR BMG**

(Corporate Seal)

ATTEST:

BMG Money, Inc.,

By

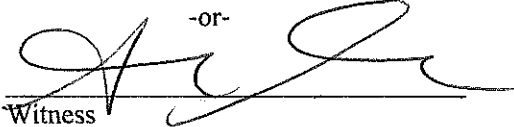


Printed Name: Tom McCormick

Title: CHIEF GROWTH OFFICER

\_\_\_\_\_, 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 Miami Dade

The foregoing instrument was acknowledged before me this 26 day of June, 2020 by Tom McCormick of

Name of Person

BMG MONEY, INC., on behalf of the corporation/agency.  
Name of Corporation or Agency

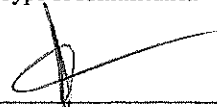
He/She is personally known to me or produced and did/did not first take an oath.

Driver License

as identification

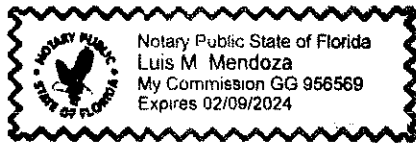
Type of Identification

My Commission Expires: 02/09/2024



Signature – Notary Public

(SEAL)



Luis M Mendoza

Printed Name of Notary

956569

Notary's Commission No.



**FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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

**COMBINED INSURANCE COMPANY OF AMERICA**  
(hereinafter referred to as “COMBINED”),  
whose principal place of business is  
8750 W. Brynmawr Avenue  
Chicago, IL 60631

**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 is incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

**WHEREAS**, COMBINED offered a proposal dated, February 8, 2017 (hereinafter referred to as “Proposal”, which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, the SBBC and COMBINED entered into an Agreement dated, September 26, 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:

## ARTICLE 1 - RECITALS

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

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** The September 26, 2017 Agreement is hereby extended from January 1, 2021 through December 31, 2021, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3.01 **Order of Precedence Among Agreement Documents.** In the event of a conflict between 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, September 26, 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 COMBINED 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.

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

5.01 **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 \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:

  
Office of the General Counsel

**FOR COMBINED**

(Corporate Seal)

COMBINED INSURANCE COMPANY OF AMERICA

ATTEST:

By *Chris Martin*  
Chris Martin, President

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

-or-

*Patricia Morrison*  
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 IL

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 8 day of July, 2020 by Chris Martin of Combined Insurance Company,  
Name of Person Name of Corporation or Agency  
on behalf of the corporation/agency.

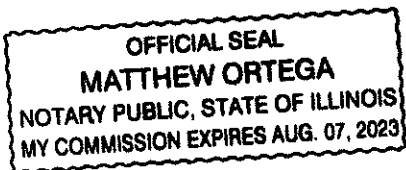
He/She is personally known to me or produced Drivers License as identification  
and did/did not first take an oath. Type of Identification

My Commission Expires: 8/7/2023

*Matthew Ortega*  
Signature - Notary Public

Matthew Ortega  
Printed Name of Notary

(SEAL)



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

## **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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

**TEXAS LIFE INSURANCE COMPANY**  
(hereinafter referred to as "TEXAS"),  
whose principal place of business is  
900 Washington Ave.  
Waco, Texas 76701

**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 (hereinafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

**WHEREAS**, TEXAS offered a proposal dated February 3, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, the SBBC and TEXAS entered into an Agreement dated, August 22, 2017 (hereafter referred as "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:

### **ARTICLE 1 – RECITALS**

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

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The August 22, 2017 Agreement is hereby extended from January 1, 2021 through December 31, 2021, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3.01 **Order of Precedence Among Agreement Documents:** In the event of a conflict between 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); then
- d) RFP 18-009V – “Voluntary Supplemental Insurance for School Board Employees”; then
- e) The Proposal submitted in response to the RFP by TEXAS

In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

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

5.01 **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)

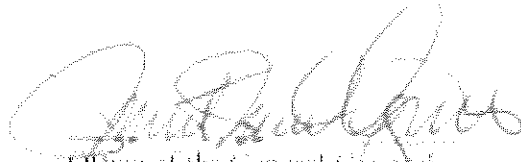
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel

**FOR TEXAS**

(Corporate Seal)

Texas Life Insurance Company

ATTEST:

By *Carroll W. Fadal*  
Carroll W. Fadal, Vice President, Sales

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

-or-

*[Signature]*  
Witness

*Sydney Roark*  
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 *Texas*

COUNTY OF *McLennan*

The foregoing instrument was acknowledged before me this *1<sup>st</sup>* day of *July*, 2020 by Carroll W. Fadal of Texas Life Insurance Company,  
Name of Person Name of Corporation or Agency  
on behalf of the corporation/agency.

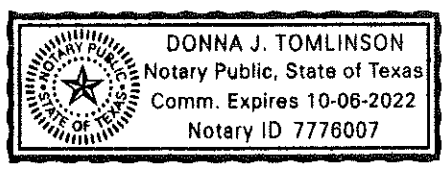
He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

*Donna J. Tomlinson*  
Signature - Notary Public

Donna J. Tomlinson  
Printed Name of Notary

(SEAL)



*Exp: 10-6-22 ID# 7776007*  
Notary's Commission No.



## **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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

**U.S. LEGAL SERVICES, INC.**  
(hereinafter referred to as "U.S. LEGAL"),  
whose principal place of business is  
8133 Baymeadows Way  
Jacksonville, Florida 32256

**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 (hereinafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

**WHEREAS**, U.S. LEGAL offered a proposal dated February 8, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

**WHEREAS**, the SBBC and U.S. LEGAL entered into an Agreement dated August 22, 2017 (hereinafter referred to as "Agreement"); 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:

### **ARTICLE 1 – RECITALS**

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

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** The August 22, 2017 Agreement is hereby extended from January 1, 2021 through December 31, 2021, unless terminated earlier pursuant to Section 3.05 of the Agreement.

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

- a) This First Amendment to Agreement; then
- b) The Agreement dated, August 22, 2017; then
- c) Addendum Number Three (dated, December 23, 2016); then
- d) RFP 18-010V – “Voluntary Supplemental Insurance for School Board Employees”; then
- e) The Proposal submitted in response to the RFP by U.S. Legal

In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

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

5.01 **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)

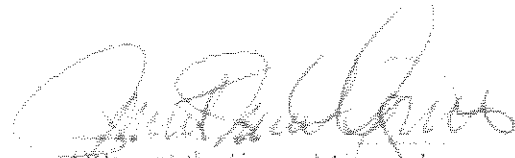
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

**FOR U.S. LEGAL**

(Corporate Seal)

U.S. LEGAL SERVICES, INC.

ATTEST:

Marie M. Forbes  
\_\_\_\_\_  
, Secretary

By Marie M. Forbes  
\_\_\_\_\_  
Marie M. Forbes, President

-or-

Witness [Signature]  
\_\_\_\_\_  
Witness [Signature]  
\_\_\_\_\_

**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.**

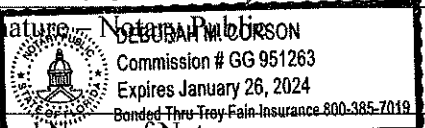
STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 26th day of June, 2020 by Marie M. Forbes of U.S. LEGAL SERVICES, INC.,  
Name of Person Name of Corporation or Agency  
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. Type of Identification

My Commission Expires:

[Signature]  
Signature of Notary Public  
  
Printed Name of Notary

(SEAL)

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

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, 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

WASHINGTON NATIONAL INSURANCE COMPANY  
(hereinafter referred to as "WASHINGTON  
NATIONAL"), whose principal place of business is  
11825 N. Pennsylvania  
street  
Camel, IN  
46032

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 is incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

WHEREAS, WASHINGTON NATIONAL offered a proposal dated February 1, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, SBBC and WASHINGTON NATIONAL entered into an Agreement dated, August 22, 2017 (hereafter referred as "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:

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. The August 22, 2017 Agreement is hereby extended from January 1, 2021 through December 31, 2021, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3.01 Priority of Documents. In the event of a conflict between the documents, the following priority of documents shall govern:

- 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 in response to the RFP by WASHINGTON NATIONAL

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

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

5.01 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)

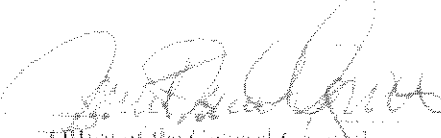
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

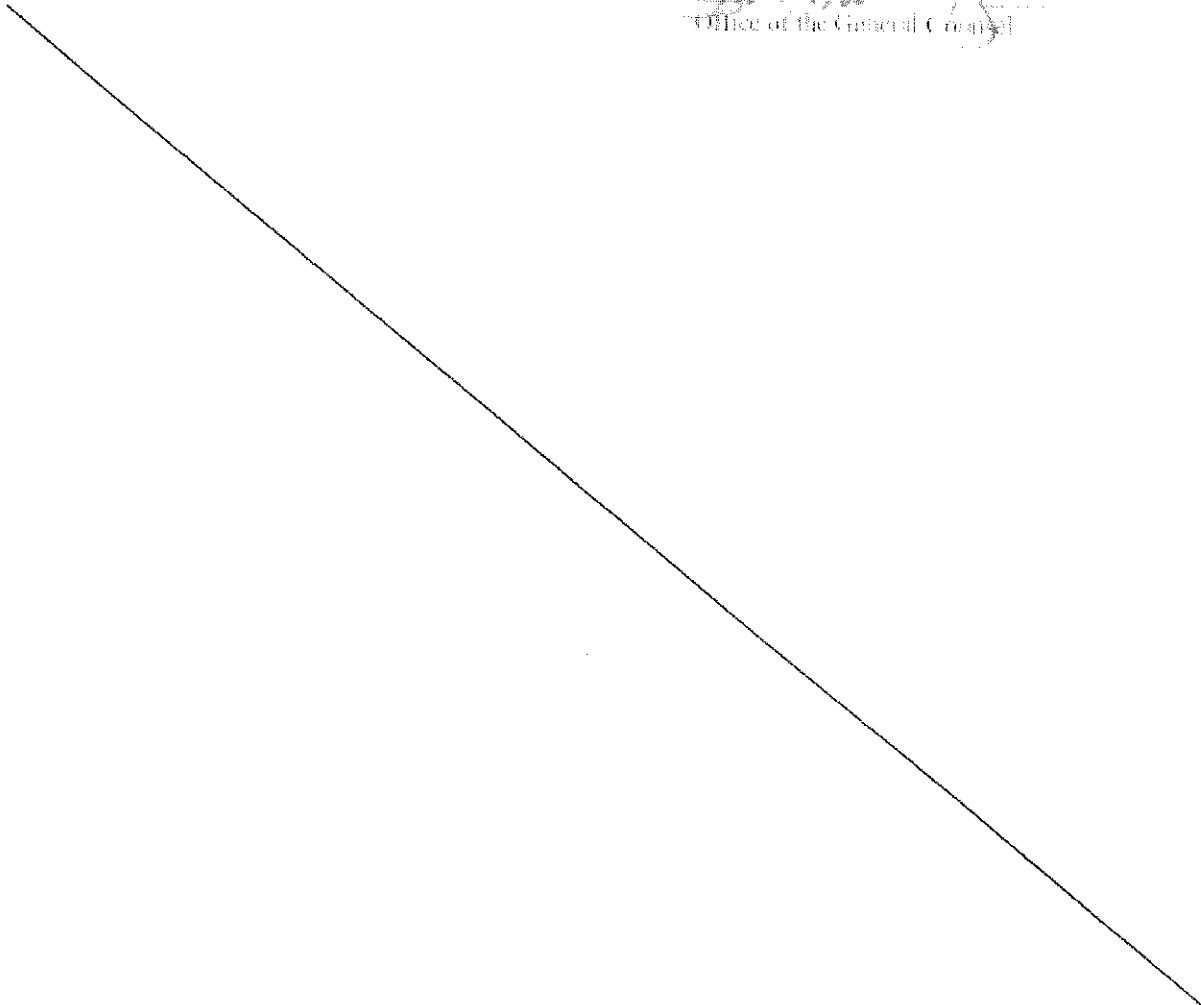
ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:

  
Office of the General Counsel



FOR WASHINGTON NATIONAL

(Corporate Seal)

WASHINGTON NATIONAL  
INSURANCE COMPANY

ATTEST:

By *Michael Heard*  
Michael Heard, President

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

-or-

*Shudyaere*  
Witness

*Kelly Spann*  
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.

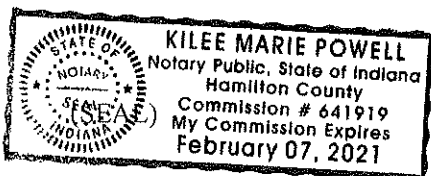
STATE OF Indiana

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 30 day of  
June, 2020 by Michael Heard of Washington National Insurance Company  
Name of Person Name of Corporation or Agency  
on behalf of the corporation/agency.

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

My Commission Expires: 2/7/2021



*Kilee Powell*  
Signature - Notary Public

Kilee Powell  
Printed Name of Notary

641919  
Notary's Commission No.