

SECOND AMENDMENT TO AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____,
2014, 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

BANK OF AMERICA, N.A.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
625 North Flagler Drive
West Palm Beach, Florida 33401

WHEREAS, SBBC and VENDOR entered into an Agreement dated April 21, 2009 (hereinafter referred to as Agreement); under RFP #R086678LO Banking Services for the purpose of providing Banking Services for SBBC; and

WHEREAS, the Parties mutually desire to further amend certain provisions of this 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. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amend Provisions.** Paragraph 2 of the Agreement is hereby amended as follows:

Term of Agreement. The term of this Agreement will be extended from **June 2, 2014** through **June 1, 2015**, unless terminated prior to such date in accordance with the termination provision of VENDOR's Treasury Terms and Conditions booklet (Attachment D) as provided in the original Agreement.

3. Paragraph 9 of the Agreement is hereby amended as follows:

Public Records. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

4. Paragraph 3 of the Agreement is hereby amended as follows:

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

First:	This Second Amendment to Agreement; then
Second:	First Amendment to Agreement, then
Third:	Agreement; then
Fourth:	VENDOR'S Treasury Terms and Conditions Booklet (including user document and set-up forms) Attachment D of Agreement
Fifth:	Proposal submitted by VENDOR, as modified by VENDOR's response, in reply to the RFP (Attachment B) of Agreement; then
Sixth:	Addendums 3, 2, and 1 (in that order) to the extent they are applicable to SBBC, Attachment A of Agreement; then
Seventh:	RFP #R086678LO – Banking Services, Attachment A of Agreement

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Agreement on the date first written above.

FOR SBBC

(Corporate Seal)

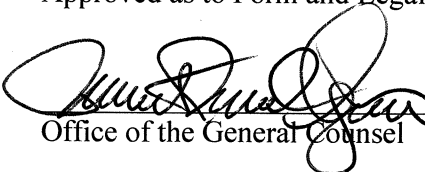
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 03/14/14
Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

BANK OF AMERICA, N.A.

By 

_____, Secretary

-or-

Melinda Neal
Witness

Alyssa Bloch
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

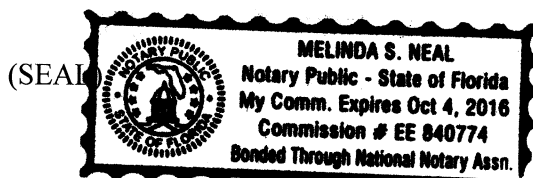
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 27th day of February, 2014 by Sean Silverbush of Bank of America, N.A., 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 – Notary Public



Melinda Neal
Printed Name of Notary

Notary's Commission No.