

**FIRST AMENDMENT TO AGREEMENT FOR
BANKING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR BANKING SERVICES, made this ____ day of _____ 2016, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Wells Fargo Bank, N.A., a national banking association, ("Contractor" or "Company"), whose address and phone number are 200 S Biscayne Blvd, 14th Floor, Miami, FL 33131-2310, Phone: 305-789-4824, Fax: 305-789-4944, Email: lance.aylsworth@wellsfargo.com

WHEREAS, the City and the Contractor entered into an Agreement for Banking Services dated September 1, 2015, ("Agreement"),

NOW THEREFORE, the City and the Contractor covenant and agree as follows:

Section VI.CC. of the Agreement is amended to provide as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301).

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this First Amendment to Agreement for Banking Services as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

Assistant City Attorney

ATTEST:

CONTRACTOR

Print Name:
Title:

By: _____
Print Name: _____
Title: _____

(SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ as _____ (title) for Wells Fargo Bank, N.A., a national banking association.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____