

FIRST AMENDMENT TO AGENT OF RECORD AGREEMENT

THIS FIRST AMENDMENT is made as of the 20 day of June, 2017 by and between Martin County School Board (School Board), 500 East Ocean Boulevard, Stuart, Florida 34994, and the Gehring Group, Inc. (AOR), a Florida corporation, 4200 Northcorp Parkway, Suite 185, Palm Beach Gardens, Florida **33410**.

WHEREAS, the School Board and AOR entered into an Agent of Record Agreement on May 19, 2015 ("Agreement") for AOR to provide agent of record services for the School District; and

WHEREAS, the parties desire to amend the Agreement to add to and/or revise the terms and conditions contained therein.

NOW, THEREFORE, the parties agree to as follows:

1. Section 2 of the Agreement, TIME OF PERFORMANCE, is hereby amended to extend the Agreement for an additional two (2) year period expiring June 30, 2019.
2. Section 17 of the Agreement, MAINTENANCE AND ACCESS TO PUBLIC RECORDS, is replaced in its entirety with the following:

17. Maintenance of and Public Access to Public Records

In compliance with F.S. 119.0701(2016) the Contractor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by the Martin County School Board in order to perform the services provided by the Contractor. Any documents created by the Contractor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the Board's custodian of public records, provide the Board 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 or as 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 for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Contractor or keep and maintain public records required by the Board to perform the service. If the Contractor transfers all public records to the Board upon completion of the Agreement, 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 the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.
- E. If the Contractor does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Contractor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Contractor to compel production of public records where the Contractor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Contractor as authorized by 119.0701, Fla. Stat.

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 AGREEMENT, THE CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL DISTRICT OF MARTIN COUNTY AT 772-219-1200, EXT. 30293, or publicrecords@martin.k12.fl.us, OR Superintendent, Martin County School District, Instructional Center Bldg. 17, 500 East Ocean Blvd., Stuart, FL 34994


- 3. The following sentence shall be added to the end of Section 9 of the Agreement, FINGERPRINTING: In addition to the other provisions contained in Florida Statute 1012.467, the AOR shall comply with the provisions of Florida Statute §1012.467(8) (a-e).
- 4. All other provisions, terms and conditions of the Agreement will remain in full force and effect.
- 5. This First Amendment may not be modified or amended, nor any provision hereof waived, by either party, except by a writing execute by each of the parties hereto.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby signed this First Amendment on the date and year first above written.

THE GEHRING GROUP, INC.

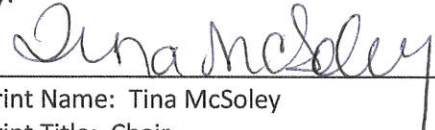
MARTIN COUNTY SCHOOL BOARD

By:




Print Name: Kurt N. Gehring
Print Title: President & CEO

By:



Print Name: Tina McSoley
Print Title: Chair

Attest:



Laurie J. Gaylord, Superintendent