

Addendum to Bank of America Corporate Purchasing Card Agreement

THIS ADDENDUM (the Addendum") is dated January 1, 2008 by and between Polk County Board of County Commissioners ("Company") and FIA Card Services, N.A., a Bank of America company ("Bank of America") and amends the Bank of America Corporate Purchasing Card Agreement between the parties dated January 1, 2008 (the "Agreement").

WHEREAS, the parties desire to add to and modify certain terms of the Agreement;

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. DEFINITIONS

Terms capitalized herein and not otherwise defined shall be given the meaning ascribed to them in the Agreement.

2. AMENDMENTS

RECITALS. Paragraph D. is added as follows:

D. Bank of America agrees to provide the same Corporate Purchasing Card accounts to other qualified governmental entities that are members of the Mid-Florida Chapter of the National Institute of Governmental Purchasing following the execution of the Agreement for Procurement Card Services in the same form as Attachment "A" hereto. The volume of purchasing card activity from all participating entities shall be aggregated with the volume of Company and the total rebate shall be paid to Company. Company will be solely responsible for re-distribution in accordance with the Agreement for Procurement Card Services.

3. RATIFICATION

All of the terms of the Agreement not expressly modified herein shall continue in full force and effect and are hereby ratified by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this ADDENDUM as of the date shown above.

Polk County Board of County Commissioners

FIA Card Services, N.A.

By: *Sam Johnson*

By: *Evan Tullas*

Print name: SAM JOHNSON

Print name: EVAN TULLAS

Title: CHAIR, BOCC

Title: SUP



SCHEDULE OF FEES AND CHARGES
A. GENERAL SCHEDULE OF FEES AND CHARGES

Capitalized terms which are not defined in this Schedule of Fees and Charges have the meaning ascribed in the Corporate Purchasing Card Agreement (the "Agreement").

DATE (REQUIRED): _____

GENERAL PRODUCT FEE SCHEDULE

Payment Method and applicable fee:	Electronic Payment – No Fee
Annual Card Fee (Per Card):	Fee Waived
Late Fee: Assessed if full payment is not received by Payment Due Date. Central Bill Accounts: Minimum \$250.00, Maximum \$3,500.00	2.5% of the total balance due
Periodic Finance Charge:	Prime Rate + 3.00%
Cash Advance Fee: Only applies if cash advance is opened by Polk County P.A. Minimum \$5.00, no maximum	2.50% of transaction amount
Returned Payment Fee:	Waived
Copy Fee:	Waived
Logo Fee:	Logo Card Fee Waived
Unique Card Design Fee:	As Quoted
International Transaction Fee:	1% of the U.S. Dollar amount

SELECTION OF SETTLEMENT PERIOD

Indicate the Settlement Period or number of days after the statement closing date within which payment is due. 3-day settlement period

* If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. Visa and MasterCard will no longer add 1% to the U.S. dollar amount. We add a 1% fee to the U.S. dollar amount of any Transaction that is made in foreign currency (the "International Transaction Fee"). The International Transaction Fee will be shown in the Activity section on your billing statement and aggregated in the Other Fees category on the Summary section of your statement.

C. SCHEDULE OF REBATES

BANK CARD AGREEMENT (Cycle and Grace Days)

DATE (REQUIRED): _____

REBATE DEFINITIONS:

Capitalized terms, which are not defined in this Schedule C have the meaning ascribed in Section 1 of the Agreement to which this Schedule C is attached.

"Calculation Period" means, initially, the 12-month period commencing sixty (60) days after Bank receives a fully executed original of this Agreement and thereafter, each subsequent 12-month period.

"Cycle Days" means the number of days from the start of the billing period to the statement date.

"Grace Days" means the number of days from the statement date that payment is due.

"Large Ticket Interchange Transactions" means certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

"Rebate Multiplier" means the multiplier corresponding to the Standard Transaction Volume and Cycle and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table, and the multiplier corresponding to the Large Ticket Interchange Transaction Volume and Cycle and Grace Days set forth in the Large Ticket Interchange Transactions Rebate Multiplier Table below.

"Standard Transactions" means the Transaction Volume not meeting the criteria for Large Ticket Interchange Transactions.

"Total Credit Losses" means, for any Calculation Period, the sum of (i) Bank's credit losses on the Accounts for the Calculation Period and (ii) Bank's credit losses on the Accounts for any previous Calculation Period which have not been applied against any rebate payable under this Agreement.

"Transaction Volume" means, for any Calculation Period, the total dollar amount of purchase transactions made with the Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

REBATE CONDITIONS:

The program must meet the following conditions in order to qualify for a rebate:

- (i) During the Calculation Period, Company and Participant pay Bank the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date;
- (ii) Neither Company nor Participant has breached any obligation, covenant, representation or warranty contained in this Agreement;
- (iii) For the Calculation Period, and Transaction Volume is at least \$1

REBATE CALCULATION AND PAYMENT:

In the event that all of the above Rebate Conditions are met with respect to the Calculation Period, Bank of America shall pay a rebate to Company, which shall be calculated at the end of the Calculation Period in accordance with the respective Multiplier Tables for Standard and Large Ticket Interchange Transactions and using the following equation:

$$(Transaction Volume for Standard Transactions \times Rebate Multiplier) + (Transaction Volume for Large Ticket Interchange Transactions \times Rebate Multiplier) - Total Credit Losses$$

Payment of any rebate shall be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the Calculation Period. No rebate shall be paid to any Participant.

Should one or more of the above Rebate Conditions not be met, Bank of America shall be under no obligation to pay any rebate, although Bank of America may, in its sole discretion, determine to pay a rebate in an amount determined by Bank of America. Bank of America's payment of a rebate in such circumstance shall in no way obligate Bank of America to pay a rebate with respect to any subsequent Calculation Period.

All rebates earned under this agreement and agreements with participating entities will be paid to the Polk County Board of County Commissioners on an annual basis calculated on the aggregate volume of all participating entities of this contract in accordance with Addendum to Bank of America Corporate Purchasing Card Agreement Item 2 D. Volume will be calculated from January 1st to December 31st of each calendar year.

The total rebate paid shall be calculated in accordance with the percentages listed in the table shown on page 4 of the Bank of America RFP submittal dated November 7, 2007, attached hereto. The rebate percentages paid per individual entity volume shall be based upon the Purchase Card Annual Volume Tier (excluding large ticket purchases) of the aggregate volume and the payment terms or grace period for individual participating entity.

For example: if the annual aggregate volume of all participating entities is \$22,000,000, and an individual participating entity's volume is \$3,000,000 and they pay on a seven (7) day grace period, rebate percentages paid for that entities volume shall be calculated based upon the \$20,000,000 - \$49,999,999 tier and the seven (7) day grace period, or 1.15% times \$3,000,000 or \$34,500.

Bank of America agrees to notify the Polk County Board of County Commissioners Purchasing Card Administrator of each participating entities payment terms or grace period.

STANDARD TRANSACTIONS REBATE MULTIPLIER TABLE

Purchase Card Annual Volume Tiers Excludes Large Ticket	Cycle	30	30	30	30	30
	Grace	3	7	14	20	25
		REBATE				
\$1,000,000 to \$1,999,999		0.91%	0.85%	0.75%	0.67%	0.60%
\$2,000,000 to \$2,999,999		1.10%	1.05%	0.95%	0.87%	0.80%
\$3,000,000 to \$4,999,999		1.16%	1.10%	1.00%	0.92%	0.85%
\$5,000,000 to \$9,999,999		1.18%	1.12%	1.02%	0.94%	0.87%
\$10,000,000 to \$14,999,999		1.19%	1.13%	1.03%	0.95%	0.88%
\$15,000,000 to \$19,999,999		1.20%	1.14%	1.04%	0.96%	0.89%
\$20,000,000 to \$49,999,999		1.21%	1.15%	1.05%	0.97%	0.90%
\$50,000,000 to \$74,999,999		1.25%	1.20%	1.10%	1.02%	0.95%
\$75,000,000 to \$99,999,999		1.28%	1.23%	1.13%	1.05%	0.98%
\$100,000,000 +		1.30%	1.25%	1.15%	1.07%	1.00%

Qualified large ticket transactions	Cycle	30	30	30	30	30
	Grace	3	7	14	20	25
\$0 +		0.50%	0.45%	0.35%	0.32%	0.25%

ACKNOWLEDGEMENT

By signature of an authorized representative(s), you agree to the terms and conditions of this Schedule of Fees and Charges presented herein. This form must be signed in ink by an authorized representative(s) and submitted with the original signature to your Bank representative.

CLIENT(S)

FIA Card Services, N.A., a company of Bank of America

[CLIENT NAME]
By: Sam Johnson 5-7-08
(Signature) (Date)
Name: SAM JOHNSON
(Print or Type)
Title: CHAIR, BOCC
(Print or Type)

By: Evan Tallas
(Signature) (Date)
Name: EVAN TALLAS
(Print or Type)
Title: SUP
(Print or Type)

ATTEST: Richard M. Weiss, Clerk
By: Freda L. Wade 5/7/08
(Signature) (Date)
Name: Freda L. Wade
(Print or Type)
Title: Deputy Clerk
(Print or Type)



By: _____
(Signature) (Date)
Name: _____
(Print or Type)
Title: _____
(Print or Type)

BANK OF AMERICA CORPORATE PURCHASING CARD AGREEMENT

This Bank of America Corporate Purchasing Card Agreement (the "Agreement") is made by and between FIA Card Services, N.A., a national banking association, ("Bank of America"), and <Polk County BOCC> ("Company") and shall be effective as of the Effective Date set forth below.

Recitals

A. Bank of America is a member of MasterCard® International Incorporated ("MasterCard") and Visa® U.S.A. Inc. ("Visa") with full power and authority to issue cards for business and commercial use;

B. Bank of America issues and services corporate purchasing cards for business and commercial use; and

C. Company desires to obtain and use, and Bank of America desires to issue to Company, one or more corporate purchasing card accounts which will be subject to the terms and conditions in this Agreement.

NOW, THEREFORE, for valuable consideration, the parties agree as follows.

1. DEFINITIONS.

A. "Account" means each MasterCard or Visa Corporate Purchasing Card account, including a Cardless Account, which Bank of America (i) issues pursuant to this Agreement or (ii) issued (and still outstanding as of the Effective Date of this Agreement) pursuant to a previous agreement no longer in effect. Each reference in this Agreement to "the Account" will mean Company's Account, a Participant's Account, a Cardholder's Account, or any combination of them, as applicable.

B. "Billing Statement" means the official invoice provided to Company, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges. Unless otherwise determined by Bank of America, the official invoice is in paper, not electronic, medium.

C. "Business Use" means use for business-related purposes.

D. "Card" means each plastic charge card which Bank of America issues or has issued for the Account which is not a Cardless Account.

E. "Card Administrator" means an individual or individuals authorized by Company or a Participant, as applicable, to request Bank of America to add or delete Cards or Convenience Checks and to communicate with Bank of America and take other action needed to maintain the Account.

F. "Cardholder" means an employee or agent of Company or of a Participant who Company or a Participant designates in writing and who Bank of America approves to receive an Account or a Device, including a Cardless Account. If a Cardholder or a Card Administrator makes a Device available for use by another party, that person will be considered a Cardholder.

G. "Cardless Account," also called a "Control Account," means an Account for which Bank of America assigns only an Account number, but provides no Card or Convenience Checks.

H. "Cash Advance" means use of the Account to obtain cash from a participating financial institution or merchant or from an ATM, to write Convenience Checks, or to obtain items readily convertible into cash including, without limitation, money orders, travelers checks, foreign currency, lottery tickets, casino chips and racetrack wagers.

I. "Convenience Check" means each check which Bank of America at its discretion provides to Company or a Participant to use the Account.

J. "Device" means a device such as a Card, Account number or, where applicable, a Convenience Check which Bank of America provides under this Agreement to use to make Transactions or other charges on the Account.

K. "Guarantor" means a person or entity, other than Company or a Participant, that agrees to assume responsibility for the obligations of this Agreement, including payment of any amounts owed.

L. "Participant" means a subsidiary, affiliate or division of Company which Company designates in writing on a Participant Account Form and which Bank of America approves, for Bank of America to issue an Account with its own Account number. A Participant Account Form, upon completion by Company and approval by Bank of America, will be made a part of this Agreement.

M. "Payment Due Date" means the payment due date shown on the Account Billing Statement which date shall be the last day of the Settlement Period.

N. "Settlement Period" means the number of days after the statement closing date within which payment is due, as designated in Schedule A hereto.

O. "Transaction" means a purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Device or the Account.

P. "Unauthorized Use" means use of the Account or a Device by a person (i) who is not a Cardholder; (ii) who does not have actual, implied or apparent authority to use the Account or Device; and (iii) whose use does not result in a direct or indirect benefit for Company, a Participant or Cardholder.

2. USE OF ACCOUNT AND DEVICES.

A. The Account and Devices will be used only for Transactions in connection with the procurement of goods and services incidental to Company's or Participant's business or business activities, including travel and entertainment expenses.

B. The Account will be used for Business Use only, and Company will so advise and require each Cardholder and each Participant accordingly. Company will pay for Transactions and fees which Bank of America applies to the Account or Devices.

C. Company and each Participant will follow, and will take all steps necessary or prudent to require each Cardholder to follow, the following procedures:

1. A Cardholder using a Card for a Transaction may sign a sales draft or Cash Advance draft which the merchant's financial institution processes. However, failure to sign a sales draft or receive a sales receipt will not relieve Company of its obligations under this Agreement. Company should retain or should direct each Cardholder to retain each sales draft or Cash Advance draft as a record of the Transaction.
2. A Card will not be used before the Card's valid date or after the Card's expiration date.

3. Company and each Cardholder will check to see that the information embossed on a new Card or printed on Convenience Checks and sent to Company or Cardholder is correct. If there is an error, Company will notify Bank of America immediately.

D. If Bank of America provides Convenience Checks, they may not be used to make payment on the Account or any other loan or line of credit. Convenience Checks will not be returned to Company or any Participant or Cardholder. Bank of America may pay a Convenience Check and post its amount to the Account regardless of any restriction on payment, including, without limitation, a Convenience Check which is post-dated, states that it is void after a certain date or states a maximum or minimum amount for which it may be written. To stop payment on a Convenience Check, Company or Cardholder must call Bank of America at the Customer Service number shown on the Account Billing Statement with all the following information: the exact dollar amount of the Convenience Check; the Convenience Check number; the Account number; the name of the party to whom the Convenience Check was written and the name of the person who signed the Convenience Check. Bank of America will stop payment on the Convenience Check if Bank of America receives the stop payment request by the business day before the day Bank of America pays the Convenience Check. The date Bank of America pays the Convenience Check may be before the date it posts to the Account. The stop payment order will remain effective for six (6) months.

E. Bank of America may, at the request of Company or a Participant, establish a Cardless Account.

F. If Company or Participant desires to terminate the Account or Card use (including, where applicable, use of Convenience Checks) by a Cardholder, Company or Participant, as applicable, will notify Bank of America and will destroy the Devices issued or provided to that Cardholder. Company may exclude a Participant from the Account by giving Bank of America written notice, and Bank of America will have a reasonable period of time to act on any such notice. If this Agreement terminates, Company will be responsible for promptly destroying all Devices for the Account.

G. A Transaction may require the merchant, supplier or financial institution to seek prior authorization from Bank of America before completing the Transaction. If Company advises Bank of America in writing of its desire to restrict a certain type of Transaction identified by a certain merchant category ("Merchant Category Code"), Bank of America will take reasonable steps to withhold a requested authorization of that Transaction type, provided it is identified by the appropriate Merchant Category Code. However, Bank of America will not be liable to Company if merchants, suppliers or financial institutions nonetheless accept a Card or the Account for that Transaction type.

H. Bank of America is not liable if a merchant or supplier does not honor a Card or if authorization is not given.

I. If Participant is or no longer will be a majority-controlled subsidiary, affiliate or division of Company, Company must notify Bank of America immediately; Bank of America will have the right to terminate any Account or Device which that Participant or Participant's Cardholders use.

J. Bank of America may, at the request of Company or a Participant, establish an Account with a designation which is not an actual individual, including, without limitation, a vehicle identification number, license number, department name or "Authorized Representative".

K. Bank of America may deny authorization for any Transaction if Bank of America suspects fraudulent activity or Unauthorized Use, or for other reasons. Bank of America is not liable for any failure to authorize a Transaction.

3. CHARGE LIMIT.

A. There will be one total charge limit for the Company Account and Participant Account ("Aggregate Charge Limit"). Each Card will have its own charge limit ("Card Limit"). In its sole discretion, and for purposes of limiting potential losses or for administering time-sensitive requests, Bank of America may increase or decrease the Aggregate Charge Limit or any Card Limit.

B. Company, a Participant and Cardholders will not incur Transactions which would cause the sum of Company's and Participant's unpaid balance to exceed the Aggregate Charge Limit or to cause a Card Limit to be exceeded. Any amount exceeding the Aggregate Charge Limit or Card Limit shall be immediately due and payable.

C. If the Aggregate Charge Limit or a Card Limit is exceeded, or if an Account payment is late, Bank of America shall no longer be obligated to allow any further Transactions.

4. COMPANY LIABILITY; ACCEPTANCE OF AGREEMENT.

A. By activating, signing or using any Device or Account, Company agrees to be bound by this Agreement regardless whether Company signs this Agreement. Company will pay Bank of America for all Transactions, whether Company or Cardholder billed, regardless of the purpose for which the Transaction is made, and for applicable fees and charges described in Schedules A and B.

B. Company's responsibility for Card and Account usage will continue until: (1) Receipt by Bank of America of Company's or a Participant's written notice to close the Card or the Account; (2) actual closure of the Account by Bank of America; and (3) payment to Bank of America of all amounts due under this Agreement.

C. Company does hereby grant to Bank of America a security interest and contractual right of offset in and to, all deposit accounts now or subsequently maintained by the Company with Bank of America or any of its affiliates and subsidiaries. The Company, by its execution of this Agreement or use of a Device, authorizes Bank of America to enter into a master control agreement with its affiliates and subsidiaries authorizing, upon the occurrence and continuance of any default under this Agreement, the disposition of funds in any such deposit account to satisfy all liabilities incurred hereunder, without the further consent of the Company. The Company's execution of this Agreement or use of a Device shall constitute an authenticated record for the purposes of establishing control of such deposit accounts under the Uniform Commercial Code.

D. Company agrees to indemnify Bank of America and hold Bank of America harmless from, all claims, actions, losses, costs and expenses (including attorneys' fees and allocated costs for in-house legal services) incurred by Bank of America arising from any Unauthorized Use of a Cardless Account or Account established in the name of "Authorized Representative," a department name or other such designation that is not an actual individual. This Section 4.D. takes precedence over any restriction on Company's liability contained in this Agreement.

5. BILLING STATEMENTS.

A. Bank of America will provide a Billing Statement to the Card Administrator or to such other Company employee or agent as Company designates in writing.

B. Bank of America may provide Company and the Participant, as applicable, a monthly report listing each Cardholder who has an Account balance unpaid since the Payment Due Date on the most recent Billing Statement issued to the Cardholder and therefore is subject to cancellation of Account charge privileges ("Delinquency Report"). Providing the Delinquency Report shall not constitute a waiver by Bank of America of any rights and remedies it may have under this Agreement.

6. PAYMENTS.

- A. Company will pay Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date shown on that Billing Statement. If Company does not make payment in full by the Payment Due Date, Bank of America, at its option, may assess a late fee and finance charge in accordance with this Agreement. Assessment of a late fee or finance charge shall not be deemed to extend the time for any payment hereunder or to constitute a "grace period" in which to cure any default.
- B. Company or a Participant may arrange for direct Account payment to Bank of America from Cardholders. No such arrangement will amend or modify Company's liabilities, including responsibility for payment, in this Agreement.
- C. There is no right to defer any payment due on the Account.
- D. Company shall make payment electronically via the Automated Clearing House (ACH), and Bank of America may initiate ACH debits to any deposit account specified by Company at any financial institution.
- E. All remittances must include the complete Account number in order to be processed. Failure to include the complete Account number shall constitute a failure to make the payment.

7. CARD ADMINISTRATOR. Company will identify one or more Card Administrator(s) who will be Bank of America's primary contact for such things as: designation of Cardholders, designation of Cardholders to receive any Devices, and correspondence regarding the Account or this Agreement, except as provided elsewhere in this Agreement. Company may add, change or eliminate a Card Administrator by giving Bank of America written notice.

8. LOST OR STOLEN CARDS.

- A. Each Transaction resulting from use of a Device will be assumed to be an authorized Transaction unless Bank of America has received prior written notice from Company or a Participant, as applicable, that the Cardholder is no longer authorized to use the Account.
- B. If a Device such as a Card or Convenience Check is lost or stolen, or if there is possible Unauthorized Use, Company must require each Participant and Cardholder to notify Bank of America as soon as practically possible within the first 24 hours following discovery of the loss or theft or possible Unauthorized Use by phoning Bank of America at the phone number provided for such notice on the Billing Statement, with written confirmation as requested in connection with Bank of America's investigation. If (i) notice as provided in this Section is given within the first 24 hours; and (ii) Company assists Bank of America in investigating facts and circumstances relating to the loss or theft or possible Unauthorized Use of any Device, including without limitation, obtaining an affidavit or similar written, signed statement from the Cardholder, then Company or Participant, as applicable, will not be liable for Transactions resulting from Unauthorized Use.

9. LICENSE TO USE COMPANY'S MARKS. If requested by Company, Bank of America may place Company's trademark, tradename, service mark and/or designs ("Company's Marks") on the Card and collateral materials. Company shall provide the graphics to Bank of America in sufficient time to allow for review and approval by Bank of America and, if necessary, the respective card association. Company grants to Bank of America a non-exclusive license to use, during the term of this Agreement, Company's Marks on the Cards and on other materials related to the Accounts. Company agrees to defend, indemnify and hold harmless Bank of America, its affiliates and their respective directors, officers, agents and employees for any and all losses, costs, liabilities or expenses (including, without limitation, attorneys' and expert witnesses' fees) incurred or arising from any claim that the use of any of Company's Marks infringes the intellectual property rights of any third party.

10. SOFTWARE.

- A. The use of any third party software program and related documentation, if any, provided in connection with this Agreement shall be governed by the terms of the end-user agreement accompanying the software.
- B. Upon payment of the requisite license and related fees, Bank of America grants Company a non-exclusive, non-transferable, enterprise license to use for internal business purposes the EAGLS[®] software ("Software") and documentation as amended from time to time by Bank of America ("Documentation") which is provided by Bank of America to Company. Title, ownership rights and intellectual property rights in the Software and Documentation shall remain in Bank of America or its parent, Bank of America Corporation. Company acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Bank of America's or its parent company's rights with respect to the Software or Documentation. Company agrees to use the Software and Documentation as specified by Bank of America.
- C. Subject to the terms of this Agreement, Bank of America grants Company a non-exclusive, non-transferable, enterprise license to use for internal business purposes the Works application ("Application") and documentation as amended from time to time by Bank of America ("Documentation") which is provided by Bank of America to Company. Title, ownership rights and intellectual property rights in the Application and Documentation shall remain with Austin Acquisition, Inc. (formerly known as Works Operating Company and referred to herein as "Works"), the entity that licenses the Application to Bank of America and the owner of the Application. Company acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Bank of America's or Works' rights with respect to the Application or Documentation. Company agrees to use the Application and Documentation as specified by Bank of America.

11. FEES. Company agrees to pay the fees and charges set forth in Schedule A and Schedule B hereto which are incorporated herein by reference.

12. FINANCE CHARGE. In the event Company fails to pay the total amount shown as due on a Billing Statement by the Payment Due Date shown on that Billing Statement, the amount unpaid shall be subject to a finance charge starting no sooner than the first day of the next billing cycle. To calculate the finance charges for a billing cycle, the daily periodic rate is multiplied by the average daily balance, and that product is multiplied by the number of days in the billing cycle. The daily periodic rate is the annual percentage rate divided by 365. The annual percentage rate is the prime rate published in the Money Rates section of *The Wall Street Journal* in effect on the first day of each calendar month (the "Prime Rate") plus the number of percentage points stated in Schedule A. The average daily balance is the sum of the daily past due balances (including, for each day, finance charges from previous day) less payments credited to the past due balance, divided by the number of days in the billing cycle.

13. AMENDMENT OF THIS AGREEMENT. Bank may, upon written notice to Company, amend this Agreement by changing, adding or deleting any term, condition, service or feature of an Account or of this Agreement. Company shall have thirty (30) days from the effective date of the amendment to notify Bank of America in writing that the amendment is not accepted. Any such notice of non-acceptance shall be deemed to be a notice

of termination under Section 18 of this Agreement. Failure of Company to provide a notice of non-acceptance within thirty (30) days after the effective date of an amendment will mean that Company has accepted the amendment. Unless otherwise stated, any amendment will apply to an Account's unpaid balance and to new activity on the Account.

14. MERCHANT/SUPPLIER CLAIMS AND DISPUTES.

- A. Bank of America will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with an Account or Device. Company will make a good-faith effort to resolve any dispute with a merchant or supplier arising from a Transaction.
- B. In a dispute with a merchant or supplier, the rights of the Company, any Participant and each Cardholder against the merchant or supplier will become the rights of Bank of America, and Company and Participant will assign (and require the affected Cardholder to assign) to Bank of America each of their rights to assert a billing error against the merchant or supplier. Company and the Participant will, and will require the Cardholder to, do whatever is necessary to enable Bank of America to exercise those rights. Bank of America may reverse from the Account any credits relating to the dispute.

15. FOREIGN TRANSACTIONS/FEEES. If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction.

The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a 1% fee to the U.S. dollar amount of any Transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee"). The International Transaction Fee will be shown in the Activity section on your billing statement. The International Transaction Fee will be aggregated in the Other Fees category on the Summary section of your statement.

16. CONFIDENTIALITY

A. BANK OF AMERICA'S OBLIGATION. Bank of America acknowledges that information it obtains from Company in connection with any Account, Card or Transaction it provides to Company under the terms of this Agreement may be confidential. Bank of America will maintain the confidentiality of such information in accordance with its normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Ethics.

B. COMPANY OBLIGATION.

1. Company acknowledges Bank of America's claim to proprietary rights in the Application, user identification codes, passwords, codes, keys, test keys, security devices, imbedded algorithms, digital signatures and certificates, other similar devices and information, Documentation and related documentation Bank of America provides to Company ("Materials"), and that the Materials constitute Bank of America's "trade secrets" or trade secrets of its licensors or vendors. Company understands that all Materials are confidential and it will:

- a. Safeguard the Materials at all times.
- b. Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by Company.
- c. Use the Materials only for the purposes for which Bank of America provides them.
- d. Notify Bank of America promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

2. Company will not, nor will it allow anyone else to, do any of the following without Bank of America's prior consent:

- a. Disclose any Materials to any person or entity, except to its employees and agents with a need to know the Materials.
- b. Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software section.
- c. Translate, reverse engineer, disassemble or decompile any Application or security devices.

3. These confidentiality obligations continue after this Agreement is terminated.

4. Company has sole responsibility for the custody, control and use of all Materials. Company agrees that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Materials without proper supervision and strict security controls. If a Service requires use of user identification codes or passwords, Bank of America will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant Documentation.

C. GENERAL

1. This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with the service covered by this Agreement, (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information, (vi) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

2. In addition, Company agrees (i) that Bank of America may disclose to its offices, affiliates, officers, employees and agents with a need to know any information Bank of America obtains about Company and (ii) that those offices, affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

3. Company further agrees that any data or information other than Personal Data, defined below, that relates to Card usage via the Application and that is acquired by Bank of America or Works in the course of the provision of the Application or services under this Agreement will belong equally to each party and to Works, and nothing in this Agreement will prohibit either party or Works from disclosing or using such data or information in its aggregate form.

4. Company acknowledges and agrees that data processing related to the services covered by this Agreement and its associated accounts may take place in countries other than those where Company and its accounts with Bank of America are located. Company further understands that information concerning its relationship with Bank of America may be available on Bank of America's electronic data system both for information management purposes and in order to enable Company to benefit from Bank of America's electronic banking services. Company understands and agrees that, as a result, its banking relationship information may be available to some of Bank of America's officers outside the country or countries where Company and its accounts are located. Company authorizes Bank of America to transmit Company's banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide the service covered by this Agreement.

5. It is possible that in providing the service Bank of America will transmit Personal Data. Bank of America will only transmit Personal Data to its locations, to locations of its affiliates or to others in order to provide the service. Bank of America may contract with others to provide data

transmission or storage services to it. In that case, Bank of America will require that they treat Personal Data solely in accordance with Bank of America's instructions. Company agrees to comply with any directions Bank of America may give Company from time to time with respect to the Personal Data. "Personal Data" means any cardholder or company specific data created or obtained in connection with Company's Card Account, including names, addresses, transactional data, Card numbers, credit limits, or other financial data or identifying a living individual.

6. Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that Bank of America may use Company's name as a reference in service proposals if Bank of America obtains Company's prior oral approval for such use.

7. These obligations continue after the Agreement is terminated.

17. REPRESENTATIONS AND WARRANTIES.

A. Company and each Participant, as applicable, represents and warrants to Bank of America that:

1. In each state in which it conducts its business, it is properly licensed, in good standing, and, where required, in compliance with fictitious name statutes.
2. All financial and other information that it has supplied or will supply to Bank of America, including without limitation, all information on its application for the Account, is (a) accurate; (b) sufficiently complete to give Bank of America accurate knowledge of its and any Guarantor's financial condition; (c) in compliance with all laws and regulations that apply.
3. There is no lawsuit, tax claim or other dispute pending or threatened against it which, if lost, would impair Company's financial condition or ability to repay Bank of America under this Agreement, except as has been already disclosed in writing to Bank of America.
4. Company represents and warrants that each Cardholder is a current employee or agent of the Company or Participant. Company represents and warrants that the identification information relating to the Cardholder is accurate and consistent with the information contained in Company's employment records.

B. Bank of America represents and warrants to Company and each Participant that Bank of America is a national banking association with its principal office in Delaware.

C. Each party to this Agreement (Company, each Participant and Bank of America) represents and warrants that:

1. There is no event which constitutes, or with notice or lapse of time or both would constitute, a default on its part under this Agreement.
2. Each person signing this Agreement below on its behalf presently hold the title set next to his/her name and is duly authorized by it to bind the party to the terms and conditions of this Agreement.

18. PERIODIC REVIEW OF COMPANY.

A. During the term of this Agreement, when Bank of America from time to time requests information from Company or a Participant for the purpose of reviewing Company's or Participant's ability to perform its obligations under this Agreement, Company will furnish the information promptly. Bank of America and its affiliates and processing agents may exchange information about Company and Participants as that information pertains to the rights and obligations in this Agreement.

B. Company will notify Bank of America in writing immediately of any change in the business name, the principal officers like the Chief Executive Officer and Chief Financial Officer, the mailing address or the phone number of Company or a Participant. Company will also notify Bank of America of any change of mailing address or phone number of any of its Cardholders.

19. **TERMINATION.** Either party may terminate this Agreement with or without cause upon sixty (60) days' prior written notice to the other party.

20. EVENTS OF DEFAULT

The following are events of default hereunder: (a) the failure to pay or perform any obligation, liability or indebtedness of Company, a Participant or a Guarantor (each, an "Obligor") to Bank of America, or to any affiliate or subsidiary of Bank of America Corporation, whether under this Agreement or any other agreement, as and when due (whether upon demand, at maturity or by acceleration); (b) the failure to pay or perform any other obligation, liability or indebtedness of any Obligor to any other party; (c) the death of any Obligor (if an individual); (d) the resignation or withdrawal of any partner or a material owner of any Obligor as determined by Bank of America in its sole discretion; (e) the commencement of a proceeding against any Obligor for dissolution or liquidation, the voluntary or involuntary termination or dissolution of any Obligor or the merger or consolidation of any Obligor with or into another entity; (f) the insolvency of, the business failure of, the appointment of a custodian, trustee, liquidator or receiver for or for any of the property of, the assignment for the benefit of creditors by, or the filing of a petition under bankruptcy, insolvency or debtor's relief law or the filing of a petition for any adjustment of indebtedness, composition or extension by or against any Obligor; (g) the determination by Bank of America that any representation or warranty made to Bank of America or to any affiliate or subsidiary of Bank of America Corporation by any Obligor in any agreement or otherwise is or was, when it was made, untrue or materially misleading; (h) the failure of any Obligor to timely deliver such financial statements, including tax returns, other statements of condition or other information, as Bank of America shall request from time to time; (i) the entry of a judgment against any Obligor which Bank of America deems to be of a material nature, in Bank of America's sole discretion; (j) the seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property of any Obligor; (k) the determination by Bank of America that it is insecure for any reason; (l) the determination by Bank of America that a material adverse change has occurred in the financial condition of any Obligor; (m) the determination by Bank of America that any Obligor fails to meet the credit criteria initially used by Bank of America to approve Obligor; or (n) the failure of any Obligor to comply with any law or regulation controlling its operation.

21. **REMEDIES UPON DEFAULT.** Whenever there is a default under this Agreement, (a) the entire balance outstanding on all Accounts and all other obligations of any Obligor to Bank of America (however acquired or evidenced) shall, at the option of Bank of America, become immediately due and payable; (b) any obligation of Bank of America to permit further Transactions under this Agreement shall immediately cease and terminate; and/or (c) this Agreement or any Account may be terminated by Bank of America. The foregoing remedies are in addition to any other rights of Bank of America under this Agreement.

22. **EFFECT OF TERMINATION.** Upon termination of this Agreement, Company will be responsible for promptly destroying all Devices. Termination will not affect Company's liability for any charges or other obligations under this Agreement. After termination, this Agreement (except the

ability to use the Account for additional Transactions) will remain in force until all Transactions and Company's other obligations under this Agreement are paid and satisfied in full. Further, Company shall ensure that no new Transactions are made on the Account. However, if any Transactions are made after termination, Company will continue to be liable until they are paid in full.

23. GOVERNING LAW. This Agreement is made in Delaware. This Agreement and the Account, as well as Bank of America's rights and duties regarding this Agreement and the Account, will be governed by the laws respecting national banking associations and, to the extent not so covered, by the laws of the State of Delaware, regardless of where Company resides or where a Cardholder uses the Account at any time

24. ARBITRATION.

A. This paragraph concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this Agreement (including any amendments or modifications); or (ii) any document related to this agreement; (collectively a "Claim").

B. At the request of any party to this agreement, any Claim shall be resolved by binding arbitration conducted in the United States of America in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association. Under these procedures, the Claim is submitted to a neutral person for determination in place of a trial before a judge or jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction.

C. This paragraph does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or nonjudicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.

D. The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.

25. COSTS AND ATTORNEY FEES. If either party incurs expenses related to the enforcement of, or takes collection action under, this Agreement, the prevailing party is entitled to recover from the other party costs and reasonable attorney fees.

26. TELEPHONE MONITORING. Bank of America may listen to and/or record telephone calls between a Bank of America employee and any person acting on Company's or a Participant's behalf for the purpose of monitoring and improving the quality and effectiveness of Bank of America's communication.

27. SUCCESSORS AND ASSIGNS. This Agreement and all terms and conditions hereof, are not assignable or transferable by Company or any Participant without Bank of America's prior written consent. All the terms and provisions of this Agreement will inure to the benefit of and be binding upon each party and its successors and permitted assigns.

28. NOTICES. Any notice required or permitted under this Agreement shall be effective only if it is in writing and (i) personally delivered, (ii) sent by U.S. mail, postage prepaid, (iii) sent by a nationally recognized overnight delivery service, with delivery confirmed, (iv) telecopied, if confirmed with an error-free transmission report, or (v) e-mailed to such e-mail address as shall have been furnished to the other party, with delivery confirmed, addressed as set forth below. Such notices shall be deemed to have been duly given either five (5) business days after the date of mailing by U.S. mail as described above or if otherwise sent, on the business day of receipt. Notices delivered after 5:00 p.m. shall be considered received on the next business day. A party may alter the address or telecopy number to which notices are to be sent by giving notice of such change in conformity with the provisions of this Section 27.

Notices to Bank of America must be sent to:

A. (for U.S. Mail)
Bank of America
P.O. Box 28
Norfolk, VA23510

(for overnight delivery service)
Bank of America
Commercial Card
Floor 11
3 Commercial Place
Norfolk, VA 23510-2108

OR:

- B. Bank of America's Large Corporate and Commercial Card Services representative for Company's program at the address designated during implementation of Company's program.
- C. WITH A COPY to the following address if the notice relates to a Claim:
Counsel for Commercial Card Services
Bank of America Legal Department
101 South Tryon Street
NC1-002-29-01
Charlotte, NC 28255

Notices to Company must be sent to:

A. _____

Telecopy: _____
e-mail: _____
Attention: _____

OR:

B. Company's corporate account address as designated in Bank of America's credit card processing system.

29. SEVERABILITY. If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions in this Agreement will remain valid and enforceable.

30. LIMITATION OF LIABILITY. BANK OF AMERICA SHALL NOT BE LIABLE TO COMPANY, ANY PARTICIPANT OR CARDHOLDER, FOR ANY ACTION TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH THIS AGREEMENT EXCEPT FOR DIRECT DAMAGES ARISING FROM BANK OF AMERICA'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. IN NO EVENT SHALL BANK OF AMERICA BE LIABLE TO COMPANY, ANY PARTICIPANT OR CARDHOLDER, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOST PROFITS OR LOST DATA.

31. WARRANTY DISCLAIMER. ALL SERVICES, EQUIPMENT, SOFTWARE AND OTHER PRODUCTS FURNISHED BY BANK OF AMERICA TO COMPANY OR A PARTICIPANT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND BANK OF AMERICA EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

32. ONE AGREEMENT. This Agreement and any other agreements required by this Agreement, collectively: (a) represent the sum of the understandings and agreements between Bank of America and Company concerning the subject matter of this Agreement; (b) replace any prior oral or written agreements between Bank of America and Company concerning this Agreement, and (c) are intended by Bank of America, Company and each Participant as the final, complete and exclusive statement of the agreement between/among them. No failure on the part of Bank of America to exercise, and no delay in exercising any right under this Agreement, will operate as a waiver of that right. Unless other provisions in this Agreement expressly provide otherwise, the terms of this Agreement will prevail if there is a conflict between this Agreement and any other agreements required by this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date shown below.

FIA Card Services, N.A.

POLK COUNTY BOCC

Signature:

Evan Tullios

Signature:

Sam Johnson

Name:

EVAN TULLIOS

Name:

Chairman, BOCC

Title:

SVP

Title:

Date:

01.21.08

Date:

1/23/08



Telephone Number:

Reviewed as to form and legal sufficiency

[Signature]
County Attorney's Office

01/22/08
Date

EFFECTIVE DATE: 01.21.08

**ADDENDUM TO BANK OF AMERICA
CORPORATE PURCHASING CARD AGREEMENT**

THIS ADDENDUM (the Addendum") is dated January 1, 2008 by and between Polk County Board of County Commissioners ("Company") and FIA Card Services, N.A., a Bank of America company ("Bank of America") and amends the Bank of America Corporate Purchasing Card Agreement between the parties dated 01/01/08 (the "Agreement").

WHEREAS, the parties desire to add to and modify certain terms of the Agreement;

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

Recitals

Paragraph D. is added to this section as follows:

D. Bank of America agrees to provide the same Corporate Purchasing Card accounts to other qualified governmental entities that are members of the Mid-Florida Chapter of the National Institute of Governmental Purchasing following the execution of the Inter-Local Agreement for Procurement Card Services (Attachment "A") and execution of a Bank of America Corporate Purchasing Card Agreement. The volume purchasing card activity from all participating entities shall be aggregated with the volume of Company and the total rebate shall be paid to Company. Company will be responsible for re-distribution in accordance with the Inter-Local Agreement for Procurement Card Services.

1. DEFINITIONS

Terms capitalized herein and not otherwise defined shall be given the meaning ascribed to them in the Agreement.

2. AMENDMENTS

Section 2. USE OF ACCOUNT AND DEVICES. Paragraph B. Section 2. Paragraph B. of the Agreement is deleted in its entirety and replaced by the following:

B. The Account will be used for Business Use only, and Company will so advise and require each Cardholder and each Participant accordingly. Company will pay for Transactions not successfully disputed and fees as set forth in Schedules A and B, which Bank of America applies to the Account or Devices.

Section 4. COMPANY LIABILITY; ACCEPTANCE OF AGREEMENT. Paragraph D.

Section 4. Paragraph D. of the Agreement is deleted in its entirety and replaced by the following:

D. Company, in accordance with Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or intentional tortuous acts which results in claims or suits against Bank of America and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Company to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement. This Section 4.D. takes precedence over any restriction on Company's liability contained in this Agreement.

Section 6. **PAYMENTS** Paragraph B of the Agreement is deleted in its entirety.

Section 6. **PAYMENTS** Paragraph C. of the Agreement is re-labeled as Paragraph B.

Section 6. **PAYMENTS** Paragraph D. of the Agreement is re-labeled as Paragraph C.

Section 6. **PAYMENTS** Paragraph E of the Agreement is re-labeled as Paragraph D.

Section 9. **LICENSE TO USE COMPANY'S MARKS.** Section 9. of the Agreement is deleted in its entirety and replaced by the following:

LICENSE TO USE COMPANY'S MARKS. If requested by Company, Bank of America may place Company's trademark, tradename, service mark and/or designs ("Company's Marks") on the Card and collateral materials. Company shall provide the graphics to Bank of America in sufficient time to allow for review and approval by Bank of America and, if necessary, the respective card association. Company grants to Bank of America a non-exclusive license to use, during the term of this Agreement, Company's Marks on the Cards and on other materials related to the Accounts. Company, in accordance to Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or intentional tortuous acts which results in claims or suits against Bank of America and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Company to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

Section 10. **SOFTWARE., Paragraph B.** Section 10, **Paragraph B.** of the Agreement is deleted in its entirety.

Section 10. **SOFTWARE.** Section 10, Paragraph B. of the Agreement is re-labeled as Paragraph C.

Section 13. AMENDMENT OF THIS AGREEMENT. Section 13. of the Agreement is deleted in its entirety and replaced by the following:

AMENDMENT OF THIS AGREEMENT. Bank may, upon written notice to Company, amend this Agreement by changing, adding or deleting any term, condition, service or feature of an Account or of this Agreement. Company shall have sixty (60) days from the effective date of the amendment to notify Bank of America in writing that the amendment is not accepted. Any such notice of non-acceptance shall be deemed to be a notice of termination under Section 18 of this Agreement. Failure of Company to provide a notice of non-acceptance within sixty (60) days after the effective date of an amendment will mean that Company has accepted the amendment. Unless otherwise stated, any amendment will apply to an Account's unpaid balance and to new activity on the Account.

Section 19. TERMINATION. Section 19. of the Agreement is deleted in its entirety and replaced by the following:

TERMINATION. Either party may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to the other party.

Section 23. GOVERNING LAW Section 23. of the Agreement is deleted in its entirety and replaced by the following:

GOVERNING LAW . This Agreement and the Account, as well as Bank of America's rights and duties regarding this Agreement and the Account, will be governed by the laws respecting national banking associations and, to the extent not so covered, by the laws of the State of Florida, except that the laws of the State of Delaware shall apply with respect to Bank of America's lending, [purchase] card issuance and related responsibilities regardless of where Company resides or where a Cardholder uses the Account at any time.

Section 24. ARBITRATION. Section 24 of the Agreement is re-labeled **DISPUTE RESOLUTION.**, deleted in its entirety and replaced by the following:

A. This paragraph concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this Agreement (including any amendments or modifications); or (ii) any document related to this agreement; (collectively a "Claim").

B. To the extent permitted by law, the Claims shall be resolved in court by a judge without a jury.

C. The parties irrevocably and voluntarily waive any right they may have to a trial by jury as permitted by law in respect of any Claim. **THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

D. This paragraph does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or nonjudicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.”

Section 28. NOTICES. The following primary contact information for notices to company is inserted as follows:

Polk County Purchasing
2470 Clower Lane
Bartow, Florida 33830
Telecopy: 863-534-0055
e-mail: buddystorey@polk-county.net
Attention: Buddy Storey

Section 32. ONE AGREEMENT. Section 32. of the Agreement is deleted in its entirety and replaced by the following:

This Agreement, the Request For Proposal 08-002-RGH Procurement Card Services submittal (including all addenda), the responding proposal submitted by Bank of America and any other agreements required by this Agreement, collectively: (a) represent the sum of the understandings and agreements between Bank of America and Company concerning the subject matter of this Agreement; (b) replace any prior oral or written agreements between Bank of America and Company concerning this Agreement, and (c) are intended by Bank of America, Company and each Participant as the final, complete and exclusive statement of the agreement between/among them. No failure on the part of Bank of America to exercise, and no delay in exercising any right under this Agreement, will operate as a waiver of that right. Unless other provisions in this Agreement expressly provide otherwise, the terms of this Agreement will prevail if there is a conflict between this Agreement and any other agreements required by this Agreement.

3. RATIFICATION

All of the terms of the Agreement not expressly modified herein shall continue in full force and effect and are hereby ratified by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this ADDENDUM as of the date shown above.

Polk County Board of County Commissioners

FIA Card Services, N.A.

By: 

By: 

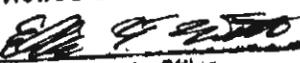
Print name: SAM JOHNSON

Print name: EVAN TULLIS

Title: CHAIRMAN, BOCC
BOCC 1/23/08

Title: SUP

Reviewed as to form and legal sufficiency

 01/22/08
County Attorney's Office Dixie

**SCHEDULE OF FEES AND CHARGES
TO
BANK OF AMERICA CORPORATE PURCHASING CARD AGREEMENT**

I. GENERAL SCHEDULE OF FEES AND CHARGES

Capitalized terms which are not defined in this Schedule of Fees and Charges have the meaning ascribed in the Treasury Services Terms and Conditions booklet (the "Agreement").

Payment Method and applicable fee: ACH	\$0
Annual Card Fee (Per Card):	\$Waived
Late Fee: Assessed if full payment is not received within 30 days of Payment Due Date. <u>Central Bill Accounts:</u> Minimum \$250.00, Maximum \$3,500.00	2.5% of the total balance
<u>Individual Bill Accounts:</u>	NA
Periodic Finance Charge:	Prime + 3%
Cash Advance Fee: Only applies if cash advance is opened by the approved Polk County PA. Minimum \$5.00, no maximum	3.00% of the transaction amount
Convenience Checks: Only applies if the request for convenient checks is made by the approved Polk County PA.	3.00% of the transaction amount
Overlimit Fee: <u>Central Bill Accounts:</u> Assessed when Aggregate Charge Limit is exceeded.	NA
<u>Individual Bill Accounts:</u> Assessed when any Card Limit is exceeded.	NA
International Interchange Fee:	1% of the U.S. Dollar amount
Returned Payment Fee:	Waived
Copy Fee:	Waived
Logo Fee: (Hot Stamp – One choice of color) Blue, red, green, black, white, gold	Waived
Unique Card Design Fee:	As Quoted

* If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. Visa and MasterCard will no longer add 1% to the U.S. dollar amount. We add a 1% fee to the U.S. dollar amount of any Transaction that is made in foreign currency (the "International Transaction Fee"). The International Transaction Fee will be shown in the Activity section on your billing statement and aggregated in the Other Fees category on the Summary section of your statement.

WAIVER PROGRAM: Depending on whether the Account is a MasterCard account or a MasterCard account, the Account will be subject to either the Visa Liability Waiver Program or the MasterCard Coverage® Liability Protection Program. This coverage is designed to protect financial institutions and companies from employee misuse of the Account resulting in unauthorized Transactions. Bank of America will waive Company's liability for waivable charges up to the limit of coverage as provided in the liability waiver program ("Waiver Program") upon notice by the Waiver Program underwriters that the Transaction at issue qualifies as a waivable charge. This waiver will be according to the terms and subject to the exclusions of the Waiver Program as established from time to time by the Waiver Program Underwriters, including without limitation, the condition that Company meets all of its obligations under the Waiver Program which may change from time to time. Current terms of the Waiver Program as set forth in the brochure, which Bank of America will provide to Company are incorporated in this Agreement by reference. The Waiver Program may be terminated by Bank of America or the Waiver Program underwriters, effective immediately upon notice to Company.

UP TO \$500,000 TRAVEL ACCIDENT INSURANCE (NOT AVAILABLE FOR CORPORATE FLEET CARDS): This coverage will offer up to \$500,000 in automatic common carrier travel, accidental death and dismemberment insurance when employees charge the entire cost of the passenger fare for land, sea, or air public transportation on their Cards. A disclosure, which outlines the program details will be provided to Company and cardholders.

**II. ELECTRONIC PRODUCTS SCHEDULE OF FEES AND CHARGES
TO
BANK OF AMERICA CORPORATE Purchasing Card AGREEMENT**

<i>Internet Software:</i>	
Works Solutions	\$Waived
<i>Standard Reports:</i>	
All Electronic Products (Desktop & Internet)	\$0
<i>Custom Reports:</i>	
Development	NA
Maintenance	NA
<i>Custom Interface:</i>	
<i>Interface warranty period of 1 year</i>	
Development	NA
Maintenance	NA

III. SCHEDULE OF REBATES

BANK OF AMERICA CORPORATE Purchasing Card AGREEMENT COMPANY LIABILITY PROGRAM

REBATE DEFINITIONS:

Capitalized terms, which are not defined in this Schedule C have the meaning ascribed in Section 1 of the Agreement to which this Schedule C is attached.

"Calculation Period" means, initially, the 12-month period commencing sixty (60) days after Bank of America receives a fully executed original of this Agreement and thereafter, each subsequent 12-month period.

"Cycle Days" means the number of days from the start of the billing period to the statement date.

"Grace Days" means the number of days from the statement date that payment is due.

"Large Ticket Interchange Transactions" means certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

"Rebate Multiplier" means the multiplier corresponding to the Standard Transaction Volume and Cycle and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table, and the multiplier corresponding to the Large Ticket Interchange Transaction Volume and Cycle and Grace Days set forth in the Large Ticket Interchange Transactions Rebate Multiplier Table below.

"Standard Transactions" means the Transaction Volume not meeting the criteria for Large Ticket Interchange Transactions.

"Total Credit Losses" means, for any Calculation Period, the sum of (i) Bank of America's credit losses on the Accounts for the Calculation Period and (ii) Bank of America's credit losses on the Accounts for any previous Calculation Period which have not been applied against any rebate payable under this Agreement.

"Transaction Volume" means, for any Calculation Period, the total dollar amount of purchase transactions made with the Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

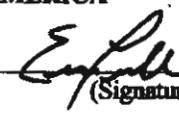
REBATE CONDITIONS:

The program must meet the following conditions in order to qualify for a rebate:

- (i) During the Calculation Period, Company and Participant pay Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date;
- (ii) Neither Company nor Participant has breached any obligation, covenant, representation or warranty contained in this Agreement;
- (iii) For the Calculation Period, and Transaction Volume is at least \$1,000,000.00.

IV. ACKNOWLEDGEMENT

By signature of an authorized representative(s), you agree to the terms and conditions of this Schedule of Fees and Charges presented herein. This form must be signed in ink by an authorized representative(s) and submitted with the original signature to your Bank of America representative.

CLIENT(S)	BANK(S)
By:  (Signature)	By:  (Signature)
Name: <u>SAM JOHNSON</u> (Print or Type)	Name: <u>EVAN TULLOS</u> (Print or Type)
Title: _____ (Print or Type)	Title: <u>SVP</u> (Print or Type)
By: _____ (Signature)	By: _____ (Signature)
Name: _____ (Print or Type)	Name: _____ (Print or Type)
Title: _____ (Print or Type)	Title: _____ (Print or Type)

Attachment "A"

INTER-LOCAL AGREEMENT FOR PROCUREMENT CARD SERVICES

[Insert name of entity] ("Entity Name") requests and Bank of America, N.A. ("Bank of America") agrees to provide to Entity Name the Procurement Card Services as set forth in the Corporate Purchasing Card Agreement ("Agreement") between Polk County, a political subdivision of the State of Florida, through its Board of County Commissioners ("Company") and Bank of America dated as of [insert date]. This Agreement is effective as of [insert date] (the "Effective Date").

Capitalized terms used in this Agreement, not otherwise defined, have the meanings given to them in the Corporate Purchasing Card Agreement.

[Entity Name] acknowledges and agrees that it has received and reviewed a copy of the Corporate Purchasing Card Agreement and agrees to adhere to the terms and conditions of the Corporate Purchasing Card Agreement, as amended from time to time.

[Entity Name] acknowledges and agrees that:

- (a) Rebate will be issued from Polk County Board of County Commissioners
- (b) Rebate will be based upon the entities Purchasing Card volume and payment structure, in accordance with attachment "A" of this agreement, not to be less than one percent (1%)

[Entity Name] represents and warrants to Bank of America that:

- (a) this Agreement is a duly authorized, legal, valid, binding and enforceable obligation; and
- (b) its performance of its obligations under this Agreement will not violate any law, regulation, judgment, decree or order applicable to [Entity Name].

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date.

[ENTITY NAME]

BANK OF AMERICA, N. A.

Signature: _____

Sam Johnson

Signature: _____

Name: _____

SAM JOHNSON

Name: _____

Title: _____

CHAIRMAN, BOCC

Title: _____

Address for Notices: _____

BOCC 1/23/08

Address for Notices: _____



Purchase Card Annual Volume Tiers Excludes Large Ticket	Cycle	30	30	30	
	Grace	3	7	14	
\$1,000,000 - \$1,999,999		0.91%	0.85%	0.75%	
\$2,000,000 - \$2,999,999		1.10%	1.05%	0.95%	
\$3,000,000 - \$4,999,999		1.16%	1.10%	1.00%	
\$5,000,000 - \$9,999,999		1.18%	1.12%	1.02%	
\$10,000,000 - \$14,999,999		1.19%	1.13%	1.03%	
\$15,000,000 - \$19,999,999		1.20%	1.14%	1.04%	
\$20,000,000 - \$24,999,999		1.21%	1.15%	1.05%	
\$25,000,000 - \$49,999,999		1.25%	1.20%	1.10%	
\$50,000,000 - \$74,999,999		1.28%	1.23%	1.13%	
\$75,000,000 - \$99,999,999		1.30%	1.25%	1.15%	
\$100,000,000 or over					
Qualified Large Ticket Transaction	Cycle	30	30	30	
	Grace	3	7	14	
\$1,000,000 - \$1,999,999		0.45%			