



AGENDA REPORT
August 20, 2019

Approval of Amendment to Contract for Banking Services, Finance Dept.

SUBJECT:

Approval of Amendment to contract for Banking Services.

FISCAL IMPACT:

Approximately \$45,000 per year.

DEPT/OFFICE:

Agenda Coordinator

REQUESTED ACTION:

It is requested that the Board of county Commissioners approve amendment to contract for Banking Services with SunTrust Bank.

SUMMARY EXPLANATION and BACKGROUND:

At its regular meeting on May 10, 2005 the Board of County Commissioners approved a contract for SunTrust Bank to provide banking services. The original agreement was for an initial eight (8) year period with each party having the option to renew the agreement for three (3) periods of three (3) years each.

On October 8, 2013 the Board of County Commissioners approved an amendment to the contract for Banking Services with SunTrust Bank to renew for the initial period of three (3) years.

On November 1, 2016 the Board of County Commissioners approved the second amendment to the contract for Banking Services with SunTrust Bank for a second three (3) year period.

The annual cost is approximately \$45,000 a year, which covers deposits, cash vault, check clearing, positive pay, ACH fraud control, imaging and lockbox services. The County is receiving an earnings credit of 150 basis points on the funds held at SunTrust which is used to offset the banking fees.

This amendment extends SunTrust's Banking Services agreement for the final three (3) year period. The attached amendment to the banking services agreement extends the contract through October 1, 2022 with all provisions of the agreement remaining in force.

ATTACHMENTS:

Description

- **Finance Agreement Amendment**

8/20/19 F(16)

August 20, 2019

Brevard County Commissioners
Commissioner Kristine Isnardi – Dist 5- Indialantic
Commissioner Rita Pritchett
Commissioner Bryan Lober
Commissioner John Tobia
Commissioner Curt Smith

SUSPICIOUS ACTIVITY REPORT 9-11a
&
CITIZEN'S REQUEST

2725 Judge Fran Jamieson Way
Viera, Fl 32940

Re: Meeting August 20, 2019 9:00 P.M. F. Consent Agenda- Miscellaneous Item 16
Citizens Request:

Commission Denial of Amendment to Contract For Banking Services with SunTrust Bank

Commissioners,

This Citizen's Request (Request) asserts the following prejudicial irregularities of the above captioned Agenda Report (Report).

Amendment is void *ab initio* pursuant to failure to timely exercise option to renew. See Report p.10 ¶ 1 of 2005 Agreement For Banking Services with renewal due August 1, 2019.

Presentment of Report requesting approval of a void amendment is prejudicial to the taxpayers.

Presentment of Report requesting approval of a void amendment lacking any citation to County authorities is intentionally malicious.

Presentment of Report requesting approval of a void amendment demonstrates presumptive burden switching by prejudicially superficial reinstatement with or without Suntrust agreement.

Authority By Ambush

Report was presented as a consent agenda item with oversight being a presumption of legitimacy only. The Report header Dept/Office is anonymously designated “ Agenda Coordinator”.

The finance director of record Steve Burdett is silent on this renewal while he executed the 10/10/13 renewal. Report p. 7. The silence here is actual bias.

The finance officer Mark Peterson is silent on this renewal while he served on the 2005 selection committee p. 9 and chairs the Investment Committee with Jill Hayes, who also staffs the

Citizen Budget Review Committee and who is also silent on this renewal. Their silence is actual bias.

Particularly concerning is the silence of Frank Abbate the staff liaison of the Internal Audit Committee and County manager. The Audit meetings are public and there has been no release of the records. The present Auditors are silent on the presentment of the Report and are biased for their direct audit liability for misconduct. The Commissioners are liable for their negligent oversight of the audits. County attorney

The Ambush nature of the Report, the requested prejudicial action and Commissioner Bryan Lober's apparent conflict of interest as attorney for Commission Chair Kristine Isnardi's husband while an appointed member of the Brevard County Public Safety Coordinating Council (BCPSCC) is bad faith cause for that Council to incite the prejudicial Report. (the Report " Agenda Coordinator"). 05-2019-CF-028122 Isnardi.

The following are current appointments to that oversight Council with knowledge of presentment:

The State Attorney Richard L. Swearingen who by his local assistant State attorney Phil Archer jailed the commission chair's husband for two weeks without bond or hearing: is silent but for bias of the Report as it effects 05-2019-CF-028122 Isnardi and 05-2019-CF-028034 Aguiar.

The Chief Circuit Judge Tonya Rainwater is retired and now silent but for bias of the report as it effects Court cases 05-2018-CA-041296 Suntrust, 05-2019-CF-028122 Isnardi and 05-2019-CF-028034 Aguiar. 14-CF-0097 A Needelman.

The New Chief Circuit Judge Lisa Davidson is silent but for bias of the Report as it effects Court cases 05-2018-CA-041296 Suntrust, 05-2019-CF-028122 Isnardi and 05-2019-CF-028034 Aguiar. 14-CF-0097 A Needelman.

The local court administrator, Clerk of Circuit Court Scott Ellis is silent but for bias of the Report as it effects Court cases 05-2018-CA-041296 Suntrust, 05-2019-CF-028122 Isnardi and 05-2019-CF-028034 Aguiar. 14-CF-0097 A Needelman.

Commissioner Bryan Lober, appointed to Council 12/2018 is silent but for bias of the Report as it effects Court cases 05-2018-CA-041296 Suntrust, 05-2019-CF-028122 Isnardi and 05-2019-CF-028034 Aguiar. 14-CF-0097 A Needelman, and the conduct of his wife in Court case 05-2018-CA-041296 Suntrust.

This citizen asserts that no one and no entity is cited as authority for the presentment of this prejudicial Request.

Taxpayer Prejudice

CPA's charged with a duty to audit the commission and/or the bank prejudice the taxpayers and this taxpayer for the bank's, Commissioner's and IRS's unaudited concealed misconduct. The fact that no one or entity is cited as authority for this Report and its request concedes tax tyranny.

Fiscal Impact

The Report follows the Commissioner's last meeting on 8/6/2019 where it exceeded its authority in awarding RSM US LLP, (RMS) a three + year internal services audit contract. RMS, also auditor of the Canaveral Port Authority now has political control over the Commission by virtue of that election bridging contract for and on behalf of UAE partner at the port, Gulfainer and GT USA LLC. The Report's call for contract renewal of the Suntrust unit after the renewal option expired demonstrates RSM/UAE's blatant efforts to reunite the pre 9-11 Suntrust/ UAE money laundering pipeline. The immediate impact is \$5 Billion of tax payer money flowing to Wacker drive, Chicago and the weaponizing of three mergers(L3/Harris, FIToday/Gannet and SunTrust/BB&T) worth \$45 Billion to fund Sharia policy and parties in the 2020 election.

Conclusion

This Request is for Commission denial of contract renewal with SunTrust Bank for cause stated and causes to be stated.


Chet Ellsworth

Citizen Taxpayer: Chet Ellsworth, a 20 year resident, 989 N. Hwy A1A #2, Indialantic, Fl 32903 321-652-6967 EM cjells@msn.com



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 21, 2019

MEMORANDUM

TO: Mark Peterson, County Finance

RE: Item F.16, Approval of Amendment to Contract for Banking Services, Finance Department

The Board of County Commissioners, in regular session on August 20, 2019, approved amendment to Contract for Banking Services with SunTrust Bank. Enclosed is an executed Amendment to the Agreement for Banking Services.

Upon execution by Sun Trust Bank, please return the fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Contracts Administration
County Manager
Budget

AMENDMENT TO AGREEMENT FOR BANKING SERVICES ORIGINALLY DATED OCTOBER 1, 2005 AND THEN AMENDED OCTOBER 1, 2013 and OCTOBER 1, 2016

THIS AMENDMENT made and entered into this 1st day of October, 2019 by and between the Brevard County Board of County Commissioners (hereinafter the "Board") and SunTrust Bank, a Georgia chartered banking institution qualified to provide banking services in Florida (hereinafter the "Bank").

WHEREAS, the Board and Bank are both desirous of renewing the Agreement for Banking Services; and

WHEREAS, the Chairman of Brevard County Board of County Commissioners is authorized to execute this Amendment and the Finance Director to the Board is authorized to execute any updated attachments.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. TERM. The Agreement for Banking Services shall renew on October 1, 2019 for a third and final renewal term of three (3) years.

UNLESS OTHERWISE ADDRESSED in this Amendment all other provisions of the Agreement for Banking Services remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officials, have executed this Amendment as of the day and year first above written.

Brevard County Board of County Commissioners

SunTrust Bank

By: 

By: _____

Name: Kristine Isnardi

Name:

Title: Chair

Title:

Approved by Board 8/20/19

ATTEST:



SCOTT ELLIS, CLERK

AMENDMENT TO AGREEMENT FOR BANKING SERVICES ORIGINALLY DATED OCTOBER 1, 2005 AND THEN AMENDED OCTOBER 1, 2013

THIS AMENDMENT made and entered into this 1st day of October, 2016 by and between the Brevard County Board of County Commissioners (hereinafter the "Board") and SunTrust Bank, a Georgia chartered banking institution qualified to provide banking services in Florida (hereinafter the "Bank").

WHEREAS, the Board and Bank are both desirous of renewing the Agreement for Banking Services; and

WHEREAS, the Chairman of Brevard County Board of County Commissioners is authorized to execute this Amendment and the Finance Director to the Board is authorized to execute any updated attachments.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. **TERM.** The Agreement for Banking Services shall renew on October 1, 2016 for a second renewal term of three (3) years. Each party shall have the option to renew the Agreement for Banking Services for one (1) additional period of three (3) year terms each by following the option to renew process defined in the Agreement for Banking Services dated October 1, 2005 and Amended October 1, 2013.

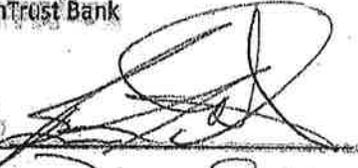
UNLESS OTHERWISE ADDRESSED in this Amendment all other provisions of the Agreement for Banking Services remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officials, have executed this Amendment as of the day and year first above written.

Brevard County Board of County Commissioners

SunTrust Bank

By: 

By: 

Name: JIM BARFIELD

Name: Brian Jett

Title: CHAIRMAN

Title: First Vice President

Attest: 

SCOTT ELLIS, CLERK

Approved by Board 11/1/16

AMENDMENT TO AGREEMENT FOR BANKING SERVICES DATED OCTOBER 1, 2005

THIS AMENDMENT made and entered into this 1st day of October, 2013 by and between the Brevard County Board of County Commissioners (hereinafter the "Board") and SunTrust Bank, a Georgia chartered banking institution qualified to provide banking services in Florida (hereinafter the "Bank").

WHEREAS, the Board and Bank are both desirous of renewing the Agreement for Banking Services; and

WHEREAS, the Chairman of Brevard County Board of County Commissioners is authorized to execute this Amendment and the Finance Director to the Board is authorized to execute any updated attachments.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. TERM. The Agreement for Banking Services shall renew on October 1, 2013 for an Initial renewal term of three (3) years. Each party shall have the option to renew the Agreement for Banking Services for two (2) additional periods of three (3) year terms each by following the option to renew process defined in the Agreement for Banking Services.
2. SCOPE OF SERVICES. The Attachments to the Agreement for Banking Services are modified as follows:
 - a. Attachment E is replaced by the Treasury Management Master Agreement, and
 - b. Attachments G through L are replaced by the Treasury Management Terms and Conditions (in lieu of separate service schedules) and appropriate service profiles will be presented to the Finance Director for Online Treasury Manager Service, Online Courier Service, Zero Balance Account Service, Cash Vault Service, ACH Origination Service, and Wholesale Lockbox Service.

UNLESS OTHERWISE ADDRESSED in this Amendment all other provisions of the Agreement for Banking Services remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officials, have executed this Amendment as of the day and year first above written.

Brevard County Board of County Commissioners

SunTrust Bank

By: 

By: 

Name: Andy Anderson

Name: Michelle R. Buggett

Title: Chairman

Title: First Vice President

As approved by the Board
on October 8, 2013

Attest:


Scott Ellis, Clerk



TREASURY MANAGEMENT MASTER AGREEMENT

1. **Introduction.** SunTrust Bank offers a full range of treasury management services to our clients. Throughout this master agreement, (a) SunTrust Bank is referred to as "we," "us" or "our," (b) the treasury management services described in our treasury management terms and conditions referred to below are referred to as the "services," (c) this master agreement and the other documents described below are together referred to as the "agreement," (d) the person or entity using one or more of the services is referred to as "you" or "your" and (e) the individuals identified in any resolution, certificate, delegation of authority or other document that you have given us as having authority to enter into or amend the agreement on your behalf are referred to as your "authorized signers."

When you sign this master agreement you are agreeing to be bound by the terms and conditions of the agreement. The agreement is a legally binding contract that can only be changed as provided in this master agreement.

2. **Organization of Agreement.** As indicated above, the agreement is made up of several documents, each of which serves a special purpose. The relevant documents and their purposes are as follows:

(a) **Treasury Management Terms and Conditions.** Our treasury management terms and conditions fall into two categories (i) the general terms and conditions that govern the use of all services and (ii) the specific terms and conditions that govern the use of each individual service. The most recent version of our treasury management terms and conditions is always posted on the following website: www.suntrust.com/treasuryterms. You may access it at any time by visiting the site and opening the document with the password we have given you. We will also give you a printed copy of the current version of those terms and conditions upon request.

(b) **Master Agreement.** This master agreement describes the structure of the agreement and sets forth certain of the basic contractual provisions relating to your use of the services.

(c) **Reference Materials.** The reference materials for a service provide details regarding the functionality of that service, as well as certain formatting and other technical requirements that you must follow when using that service. Reference materials may include, without limitation, a user manual, a quick reference guide, a service demo and/or file formats and specifications. Not every service has reference materials.

(d) **Delegation of Authority.** A delegation of authority is optional. By using one, you are giving other people within your company authority with respect to the agreement and/or the services.

(e) **Service Profiles.** A service profile reflects certain instructions you give us regarding your setup for a particular service, such as the account(s) linked to that service, the authorized users for that service and the options you select for that service.

(f) **Implementation/Setup Forms.** An implementation/setup form is an internal document that we use to record additional information and/or instructions you give us with respect to a particular service.

(g) **Online Services and Software Materials.** We may grant to you a nonexclusive, nontransferable, limited license or sublicense to use one or more software programs in connection with certain services. There may be a separate license agreement (which may be a "shrink wrap" or "click wrap" agreement and may be with us or a third-party vendor) and/or user manual for some of those software programs. Those software programs and those other

items are all part of the software materials. There may also be additional online or "click wrap" terms for the use of the online services. The agreement, online terms and any applicable separate license agreement and user manual set forth the terms and conditions relating to your right to use those online services and software programs as well as important instructions and requirements for their use.

(h) **Rules and Regulations.** The rules and regulations for deposit accounts that you maintain with us set forth certain general provisions relating to the establishment, maintenance and operation of your deposit accounts.

If there is any inconsistency on a particular issue among the documents that make up the agreement, the documents will control that particular issue in the order set forth from top to bottom above.

3. **Amendments.** We may change or add to the provisions of this master agreement and any of the general terms and conditions by giving you 30 calendar days' prior notice. We may change or add to the terms and conditions for any individual service by giving you 10 calendar days' prior notice. We may change the information in the implementation/setup forms without giving you notice. If you continue to use a service after any of these changes or additions become effective (or you earlier confirm a service profile for an affected service), you are bound by those changes or additions. If a change or addition is required by applicable law, clearing house rules or funds transfer system rules, or if we believe that the change or addition is necessary for the security or integrity of the systems that we use in providing any services for you, we may give you notice of the change or addition promptly after we make it. In that case, you are bound by the change or addition unless you terminate your use of the relevant service(s) immediately after you receive our notice. We may change or add to the terms of the software materials or the rules and regulations by following the procedures set forth in those documents.

4. **New Services.** If we agree to provide a new service for you, we will create one or more service profiles reflecting certain instructions you give us regarding your setup for that new service and send or otherwise make them available to you. You may not use that service until you have confirmed (in a manner acceptable to us) that those service profiles are correct, you have successfully completed any required testing or training for that service and we have completed our implementation of your setup for that service. If you attempt to use a new service without satisfying one or more of these conditions, we may refuse to provide that service but, if we do provide it, you are bound by the terms of the agreement relating to that service (including, without limitation, the general terms and conditions and the terms and conditions for that new service).

5. **Changes to Your Setup.** If we agree to change your setup for a service in response to your instructions and those instructions are of the type reflected on a service profile, we will send or otherwise make one or more service profiles reflecting those instructions available to you. That change will not take effect until you have confirmed (in a manner acceptable to us) that those service profiles are correct, you have successfully completed any required testing or training for the change and we have completed our implementation of the change. In that regard, changes to your setup for a service reflected on a service profile will be implemented either on an "incremental" basis or a "complete replacement" basis, as reflected and to the extent indicated in the service profile.

If a change is implemented to your setup for a service on an incremental basis, that change supplements (as an addition, deletion or modification), but



TREASURY MANAGEMENT
MASTER AGREEMENT

does not replace, the information in your setup for that service. For example, if an incremental service profile indicates that it adds a new authorized user for a service, all existing authorized users for that service continue to be authorized users unless you specifically request that we delete one or more of them and that deletion is reflected in a separate service profile that you confirm (in a manner acceptable to us).

If a change is implemented to your setup for a service on a complete replacement basis, the information identified in that service profile completely replaces the information in your setup for that service, to the extent indicated in that service profile. In that regard, information can be completely replaced (a) only for the account(s) identified on the service profile, (b) only for the combination of the account(s) and linked feature(s) of the service identified on the service profile or (c) for all accounts using the service.

For example, if a service profile indicates that it completely replaces all of your previous service profiles for a service with respect to the account(s) identified in that service profile, then only the authorized users identified in that service profile are authorized to use the service with respect to the identified account(s). However, none of your service profiles for other accounts using that service are affected and all authorized users listed on them continue to be authorized users with respect to those other accounts.

Alternatively, if a service profile indicates that it completely replaces all of your previous service profiles for the combination of an account and lockbox identified in that service profile, then only the image delivery option(s) selected in that service profile will be provided with respect to the combination of the identified account and lockbox. However, none of your service profiles for other combinations of accounts and lockboxes for that service are affected and all image delivery options selected in them will continue to be provided with respect to those other combinations of accounts and lockboxes.

Finally, if a service profile indicates that it completely replaces all of your previous service profiles for a service, then only the options identified in that service profile will apply with respect to any of your accounts using that service. None of your previous service profiles for that service are effective and none of the options identified on them will apply with respect to any of your accounts using the service.

We may refuse to accept letters, e-mails or other forms of communication that instruct us to change your setup for a service if those instructions are of the type reflected on a service profile. However, you agree that we may (at our option) accept an e-mail that purports to be from one of your authorized signers and that instructs us to delete one or more accounts from your setup for a service without requiring you to confirm a service profile reflecting that instruction.

6. **Electronic Records and Signatures.** You consent to the use of electronic records and signatures with respect to your use of the services. Without limiting the types of electronic signatures we may accept, you agree that, if we elect (at

our option) to send a service profile to you as an attachment to an e-mail message, you (a) will be deemed to have confirmed that service profile is

correct if we receive an e-mail message to that effect that purports to be from one of your authorized signers, (b) adopt that e-mail message as your electronic signature with the intent to sign that service profile and (c) will be bound by that service profile to the same extent as if one of your authorized signers had printed, signed and given it to us.

7. **Acknowledgement of Receipt and Agreement to be Bound.** By signing below (and each time you confirm a service profile), you acknowledge that you have received (or have been given electronic access, including the necessary password, to) a complete copy of, and that you have read, understand and agree to be bound by all provisions of our treasury management terms and conditions (including, without limitation, those that (a) limit our liability to you, (b) obligate you to indemnify us, (c) authorize us to rely on authorization codes, (d) waive the right to a jury trial and (e) require binding arbitration) in the form and with the content then posted on the identified website (as we may update them from time to time) with respect to your use of all services.

Signature. This master agreement has been signed and delivered (which you agree may be by facsimile or e-mail attachment) on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is one of your authorized signers and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this master agreement (and any other documents we may require with respect to the services) on your behalf. The agreement completely replaces any other ones you have given us in the past with respect to the services, except that any instructions you have given us under any such past agreements continue to be effective until replaced or deleted in accordance with the agreement (including, without limitation, through a service profile or an implementation/setup form).

Client Name:	Brevard County Board of County Commissioners
Authorized Signer:	<u>Stephen Burdett</u>
Print Name:	Stephen Burdett
Print Title:	County Finance Director
Address:	PO Box 1496 Titusville, FL 32781
E-Mail:	stephen.burdett@brevardclerk.us
Phone:	(321) 637-2002
Fax:	(321) 264-5227
Date:	<u>10/10/13</u>

BREVARD *County*
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

BERNADETTE S. TALBERT, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 284-6972



May 11, 2005

MEMORANDUM

TO: Steve Stultz, Central Services Director

RE: Item IV:C.2, Proposal #P-1-05-13 and Contract for Banking Services

The Board of County Commissioners, in regular session on May 10, 2005, awarded Proposal #P-1-05-13, Banking Services, to SunTrust at \$311,000 for an eight-year period; and authorized the Chairman to execute the Contract. Upon execution of the Contract, please provide same to this office for attestation, distribution, and inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK


Bernadette Talbert, Deputy Clerk

/te

cc: Finance
Budget
Contracts Administration

Meeting Date

May 10, 2005



AGENDA

Section CONSENT

Item No. IV, C. 2

AGENDA REPORT

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT: PERMISSION TO AWARD PROPOSAL #P-1-05-13, BANKING SERVICES AND AUTHORIZE THE CHAIR TO EXECUTE ANY ASSOCIATED CONTRACTS

DEPT. / OFFICE: CENTRAL SERVICES OFFICE/PURCHASING SERVICES

Requested Action:

It is requested that the Board award Proposal #P-1-05-13, Banking Services to the best ranked proposer, SunTrust and authorize the Chair to execute any resultant contracts.

Summary Explanation & Background:

The Board of County Commissioners, in regular session on October 12, 2004, granted permission to advertise request for proposals for banking services; and authorized the County's contracted Financial Services Consultant, PFM, to provide assistance and a recommendation to be presented back to the Board. With PFM's assistance, request for proposals were developed and solicited with four (4) responses received on March 31, 2005. Institutions submitting proposals were: AmSouth Bank, Bank of America, SunTrust, and Wachovia. A selection committee including Mark Peterson, Finance Department; Ann Fosburr, Fire Rescue Department; Larry Wojciechowski, Parks and Recreation Department; Jim Helmer, Utilities Department; and Marsha Strickland, Permitting and Enforcement Department, with the assistance of PFM, reviewed the proposals received and determined the following rankings:

Committee Member	AmSouth Bank	Bank of America	SunTrust	Wachovia
Mark Peterson	4	3	1	2
Ann Fosburr	4	2	1	3
Larry Wojciechowski	4	3	1	2
Jim Helmer	4	2	1	3
Marsha Strickland	4	2	1	3
Total	20	12	5	13
Rank	4	2	1	3

The selection committee unanimously selected SunTrust as the best-ranked proposer. The selection committee also unanimously agreed to recommend to the Board that award of a contract be made to SunTrust as the best-ranked proposer.

It is requested that the Board approve award to SunTrust and authorize the Chairman to execute any resultant contracts.

Cost/Benefit Analysis: SunTrust's costs over the 8 year contract period (\$311,000) was \$220,000 lower than the next lowest bidder. Retaining SunTrust as the County's bank also avoids conversion costs associated with changing banks.

Contact: Steve Stultz, Central Services Director, x55492

Exhibits Attached:

Contract/Agreement (If Attached): Reviewed by County Attorney Yes No

County Manager's Office

Department

Stockton Whitten, Assistant County Manager Steve Stultz, Central Services Director (x55492 email@bccc@viera)

710513

AGREEMENT FOR BANKING SERVICES

THIS AGREEMENT made and entered into this 1st day of October 2005 by and between the Brevard County Board of County Commissioners (hereinafter referred to as "Board"), and SunTrust Bank, a federally chartered banking institution (hereinafter referred to as "the Bank").

WITNESSETH

WHEREAS, the Board, is desirous of entering into a contractual agreement with a banking institution to provide primary banking services to the Board; and

WHEREAS, the Board previously solicited sealed proposals from qualified banking institutions to provide primary services for the Board; and

WHEREAS, the Board (through the Banking Proposal Evaluation Committee) reviewed and evaluated all proposals received and recommended the selection of the Bank for said banking services;

WHEREAS, the Board approved as recommended by the Banking Proposal Evaluation Committee the selection of the Bank on May 10, 2005.

WHEREAS, the Chairman of the Brevard County Board of County Commissioners is authorized to execute this agreement and the Finance Director to the Board shall execute the agreements in the Attachments B thru M.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises herein contained, the parties hereto agree as follows:

- 1. TERM. This Agreement shall commence on October 1, 2005, and shall be for an initial eight (8) year period. Each party shall have the option to renew this agreement for three (3) periods of three (3) years each. The option to renew by either party shall be exercised by a party by providing written notice to the other party at least sixty (60) days in advance of the termination of the current term.
- 2. SCOPE OF SERVICES. Bank states that it fully understands the scope, nature, quantity and quality of services to be provided under this Agreement. The Bank agrees to provide banking services in accordance with the terms and conditions set forth in the following Attachments which are incorporated herein by reference and made a part hereof.

Attachment A Banking Services Proposal for Brevard County Board of County Commissioners dated March 31, 2005.

Attachment B	Unincorporated Organization or Association Certificate of Authority and Incumbency (Deposit Accounts)
Attachment C	Schedule A to Funds Transfer Agreement Authorized Users and Accounts
Attachment D	Schedule G Addendum to Funds Transfer Agreement - Amendment to Callback Security Procedures
Attachment E	Treasury Management Services Master Agreement
Attachment F	Authorization for Treasury Management Services
Attachment G	Online Treasury Manager Services Schedule
Attachment H	Online Courier Schedule
Attachment I	Zero Balance Account Service Schedule
Attachment J	Cash Vault Service Schedule
Attachment K	ACH Service Schedule
Attachment L	Wholesale Lockbox Service Schedule
Attachment M	Custodial Agreement

Regarding Attachment E, paragraph 18(O) Miscellaneous, Our Records, the Bank agrees to provide to the Clerk of the Court of the County, upon request of the Clerk, copies of the Official Record meaning the Attachments listed immediately above which are in effect for the date or time period listed/described in the request for the Attachments.

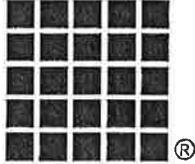
3. ANNUAL REVIEW. The Bank agrees to conduct a meeting each year, no later than 60 days after September 30, the close of the Board's fiscal year, with the Board's staff to review the previous year's bank services and support to the Board.
4. FEE SCHEDULE. The Bank agrees to provide the specified services at the fees and costs provided in the proposal to the Board. Said Banking Services Proposal, along with the final fee schedule, being attached hereto as Exhibit A, incorporated herein by this reference and made a part hereof as fully as if set forth herein. References to product fees, expenses and costs or Bank's ability to increase fees or costs in attachments B through M are not applicable and are not part of this agreement.

5. **INEFFECTIVE CLAUSES.** The Board and the Bank agree that paragraph 16, Arbitration and any other references to binding arbitration are similarly stricken.
6. **COMPENSATION.** Bank will be compensated monthly on a combination of both account balances, if any, and direct fees based on the volume of activity. Billing settlement will be monthly once the Board receives an account analysis statement.
7. **ADDITIONAL SERVICES.** Bank agrees to make its best effort to provide any additional banking services not covered by this Agreement which may be requested by the Board, at such cost and under such terms as may be agreed upon in writing by the parties and such additional services shall then be subject to all the terms and conditions of this Agreement as fully as if set forth herein.
8. **TERMINATION.** The Board may terminate this Agreement by giving 120 days advance written notice to Bank at the address listed below. Bank may terminate this Agreement with the Board by giving 120 days advance written notice to the Board at the address listed below.

SunTrust Bank
Central Florida
Post Office Box 3833
Orlando, FL 32897
Attention: Corporate Banking

Brevard County Finance Department
PO Box 1496
Titusville, FL 32781-1496
Attention: Mr. Steve Burdett
Finance Director

9. **INDEMNIFICATION.** To the extent permitted by law and unless liability has been finally determined, by a court having proper jurisdiction, to have been caused by the Bank's negligence or intentional misconduct, the County agrees to defend, indemnify, protect and hold the Bank and its officers, directors, employees, attorneys, agents and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (such as fines imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges, expenses (including litigation expenses other costs of investigation or defense and reasonable attorneys fees) which relate in any way to the services or the agreement such as those caused by: (i) the County's failure to comply in a significant manner with any of the terms and conditions of the agreement; (ii) the failure of any of the representations or



2019 Blue Book Compensation Review™

Brevard County Finance Department
SunTrust Bank

Overall Price Percentile using Tier 2 bank pricing.



Total Monthly Fees: \$3,724 80% of which is included in this analysis.

Size of Relationship: Bank's 3rd quartile

Product Family	Family Subtotal	Influence on Overall Price Percentile	Family Price Percentile
General Account Services	\$35	2.3%	1
Lockbox Services	\$1,175	35.4%	2
Depository Services	\$499	18.2%	5
Paper Disbursement Services	\$710	10.0%	33
Paper Disbursement Reconciliation Services	\$192	2.9%	42
General ACH Services	\$161	9.5%	1
Wire & Other Funds Transfer Services	\$82	2.5%	1
Coin & Currency	\$64	8.7%	4
Information Services	\$80	10.6%	2
Total Analyzed Fees:		\$2,998	Overall Percentile: 1

The purpose of this analysis is to classify the overall level of bank compensation given what is known about the relationship from the supplied account analysis statement. This free analysis is based upon actual bank pricing using the services published in the 2019 Blue Book of Bank Prices®.

Overall Price Percentile: This is a composite ranking computed using comparable financial institutions divided into two tiers.

Total Monthly Fees: The extent to which the actual bank services used by the corporation match published services is indicated by the percent of dollars included in the analysis. This analysis becomes more meaningful as the percentage increases above 40%. Division of Total Analyzed Fees by Total Monthly Fees may not exactly match percent of dollars included in the analysis due to adjustments for deposit account assessment and negative dollar service refunds and adjustments.

Size of Relationship: The corporation's total monthly fee quartile (1st is lowest) for this bank using statements submitted to the Blue Book. Companies in the highest quartile for a bank expect more discounting.

Family Subtotal: Includes only Blue Book analyzed services.

Influence on Overall %: The relative importance of the Family Price Percentile on the Overall Price Percentile.

Family Price Percentile: Indicates the service family compensation ranking using Blue Book analyzed services within each family. The Family Price Percentile coupled with the Influence on Overall Price Percentile provides useful insight into the Overall Price Percentile calculated.

Blue Book Compensation Review - Service Level Detail Report

Company Brevard County Finance Department

Bank: SunTrust Bank

Percent Analyzed: 80%

Overall Percentile: 1

Blue Book Description	Bank's Description	Volume	Unit Price	Service Charge
<u>General Account Services / Percentile 1</u>				
Account Maintenance (Percentile 8 / Overall Influence 1.19%)	<i>ACCOUNT MAINTENANCE - MONTHLY</i>	4	7.0000	28.00
ZBA Master Account (Percentile 5 / Overall Influence 0.52%)	<i>ZBA MASTER ACCOUNT</i>	1	5.0000	5.00
ZBA Sub Account (Percentile 0 / Overall Influence 0.53%)	<i>ZBA SUB ACCOUNT</i>	2	0.0000	0.00
ZBA Transfer (Percentile 4 / Overall Influence 0.07%)	<i>ACCT TRANSFER/PER TRANSFER</i>	7	0.2500	1.75
				34.75

Lockbox Services / Percentile 2

Wholesale Lockbox Maintenance (Percentile 31 / Overall Influence 1.55%)	<i>LBX MAINTENANCE - MONTHLY</i>	1	115.0000	115.00
Wholesale Lockbox Item - Basic Processing (Percentile 6 / Overall Influence 6.96%)	<i>WLBX STANDARD ITEM</i>	1,722	0.2200	378.84
Lockbox - No Check Item (Percentile 21 / Overall Influence 10.04%)	<i>LBX NON-REMIT MAIL/NO CHECK</i>	2,692	0.2300	619.16
Lockbox Keying (Percentile 0 / Overall Influence 1.58%)	<i>LBX DATA CAPTURE KEYSTROKES</i>	10,328	0.0000	0.00
Wholesale Lockbox Package Prep (Percentile 7 / Overall Influence 5.99%)	<i>LBX PACKAGE PREPARATION</i>	21	0.0000	0.00
Lockbox Deposit (Percentile 41 / Overall Influence 0.81%)	<i>LBX LOCKBOX DEPOSITS</i>	46	1.3500	62.10
Lockbox Document Retention (Percentile 2 / Overall Influence 8.47%)	<i>IMG LBX ITEMS ARCHIVED 90 DAYS</i>	20,728	0.0000	0.00
				1,175.10

Depository Services / Percentile 5

Deposit (Percentile 22 / Overall Influence 8.17%)	<i>CASH VAULT DEPOSITS</i>	255	0.1800	45.90
	<i>DEPOSITS CREDITED</i>	494	0.1800	88.92
Deposit Adjustment (Percentile 1 / Overall Influence 0.18%)	<i>VLT DEPOSIT ERROR</i>	2	0.0000	0.00
Unencoded Checks Deposited - On Us (Percentile 15 / Overall Influence 0.11%)	<i>WLBX ON-US ITEMS DEPOSITED</i>	113	0.0440	4.97
Unencoded Checks Deposited - Transit (Percentile 15 / Overall Influence 8.91%)	<i>ITEMS DEPOSITED</i>	6,350	0.0440	279.40
	<i>WLBX TRANSIT ITEMS DEPOSITED</i>	1,609	0.0440	70.80
Return Item (Percentile 1 / Overall Influence 0.55%)	<i>DEPOSITED ITEM RETURNED</i>	5	1.0000	5.00

Company Brevard County Finance Department

Bank: SunTrust Bank

Percent Analyzed: 80%

Overall Percentile: 1

Blue Book Description	Bank's Description	Volume	Unit Price	Service Charge
Return Item Redeposit (Percentile 6 / Overall Influence 0.26%)	<i>RETURN ITEMS - REPRESENTED</i>	4	1.0000	4.00
				498.99

Paper Disbursement Services / Percentile 33

Checks Paid (Percentile 69 / Overall Influence 3.54%)	<i>ITEMS PAID NOT ENCLOSED</i>	1,819	0.2000	363.80
Positive Pay Maintenance (Percentile 69 / Overall Influence 1.48%)	<i>BASIC POSITIVE PAY - BASE</i>	3	55.0000	165.00
Checks Paid Surcharge - Positive Pay (Percentile 10 / Overall Influence 1.11%)	<i>BASIC POSITIVE PAY - ITEM</i>	1,817	0.0200	36.34
Check Image Maintenance (Percentile 41 / Overall Influence 0.79%)	<i>CD-ROM PREMIUM CD</i>	2	30.0000	60.00
Check Image Capture (Percentile 18 / Overall Influence 0.82%)	<i>CD ROM IMAGES PER ITEM</i>	1,819	0.0200	36.38
Check Image Item Retrieval (Percentile 4 / Overall Influence 1.31%)	<i>IMAGE ITEM RETRIEVAL/PER IMAGE</i>	84	0.0000	0.00
Automated Stop Payment (Percentile 18 / Overall Influence 0.94%)	<i>STOP PAYMENT/PER STOP</i>	6	8.0000	48.00
				709.52

Paper Disbursement Reconciliation Services / Percentile 42

Account Recon Input Per Transmission (Percentile 46 / Overall Influence 2.23%)	<i>ARP AUTO D/T TO BANK/TRAN</i>	29	6.0000	174.00
Account Recon Input Transmission Item (Percentile 35 / Overall Influence 0.67%)	<i>ARP AUTO D/T TO BANK/RCRD</i>	1,794	0.0100	17.94
				191.94

General ACH Services / Percentile 1

ACH Maintenance (Percentile 2 / Overall Influence 0.48%)	<i>ACH MONTHLY MAINTENANCE</i>	1	0.0000	0.00
Internet ACH General Maintenance (Percentile 0 / Overall Influence 0.50%)	<i>ACH SERVICE/PER MONTH</i>	1	0.0000	0.00
ACH Item Originated (Percentile 9 / Overall Influence 3.23%)	<i>CONSUMER PPD DEBITS ORIGINATED</i>	2,419	0.0300	72.57
ACH Originated Addenda Records (Percentile 3 / Overall Influence 0.00%)	<i>OTM ACH ADDENDA ORIGINATED</i>	6	0.0000	0.00
ACH Item Internet Originated (Percentile 21 / Overall Influence 0.42%)	<i>OTM ACH CORP PYMTS CREDITS ORIG</i>	191	0.0300	5.73
ACH Item Received (Percentile 17 / Overall Influence 2.75%)	<i>ELECTRONIC CREDITS POSTED</i>	1,008	0.0300	30.24
	<i>ELECTRONIC DEBITS POSTED</i>	167	0.0300	5.01
ACH Return Item (Percentile 7 / Overall Influence 0.24%)				

Company Brevard County Finance Department

Bank: SunTrust Bank

Percent Analyzed: 80%

Overall Percentile: 1

Blue Book Description	Bank's Description	Volume	Unit Price	Service Charge
	<i>ACH RETURN ITEM</i>	5	0.5000	2.50
ACH Notification of Change (Percentile 48 / Overall Influence 0.26%)				
	<i>ACH NOC ITEM</i>	7	3.0000	21.00
ACH Positive Pay Maintenance (Percentile 2 / Overall Influence 0.75%)				
	<i>ACH FRAUD CNTRL MONTHLY MAINT</i>	3	2.0000	6.00
ACH File Processing or Transmission (Percentile 7 / Overall Influence 0.83%)				
	<i>OTM ACH PASS-THRU FILE</i>	6	3.0000	18.00
				161.05

Wire & Other Funds Transfer Services / Percentile 1

Wire Transfer Monthly Maintenance (Percentile 24 / Overall Influence 0.38%)				
	<i>WIRE SERVICE/PER MONTH</i>	1	20.0000	20.00
Automated Non-repetitive Wire (Percentile 4 / Overall Influence 1.97%)				
	<i>W/T OUT NON-REP (OTM PC WIRE)</i>	18	3.0000	54.00
Internal Automated Wire Transfer (Percentile 68 / Overall Influence 0.06%)				
	<i>W/T INTERNAL NON-REP OTM WIRE</i>	1	6.0000	6.00
Incoming Internal Transfer (Percentile 2 / Overall Influence 0.12%)				
	<i>INTERNAL WIRE TRANSFER CREDIT</i>	2	1.0000	2.00
				82.00

Coin & Currency / Percentile 4

Branch Deposit Loose Currency (Percentile 6 / Overall Influence 1.53%)				
	<i>BRANCH CASH OTC DEPOSIT/\$1000</i>	630	0.0450	28.35
Vault Deposit Loose Currency (Percentile 1 / Overall Influence 7.08%)				
	<i>VLT CURRENCY DEP LOOSE BILL</i>	6,903	0.0050	34.52
Branch Issued Coin Rolls (Percentile 13 / Overall Influence 0.04%)				
	<i>BRANCH COIN ORDER/ROLL</i>	16	0.0800	1.28
Branch Issued Currency Strap (Percentile 5 / Overall Influence 0.01%)				
	<i>BRANCH CURR ORD/STRAP</i>	1	0.3000	0.30
				64.45

Information Services / Percentile 2

Previous Day Account Balance Reporting (Percentile 19 / Overall Influence 1.40%)				
	<i>OTM/OLC PRIOR DAY PER AC MAINT</i>	4	12.0000	48.00
Previous Day Reporting Transaction (Percentile 6 / Overall Influence 4.36%)				
	<i>OTM/OLC PRIOR DAY PER ITEM DTL</i>	3,902	0.0000	0.00
Intraday Account Balance Reporting (Percentile 3 / Overall Influence 0.87%)				
	<i>OTM/OLC CUR DAY PER ACCT MAINT</i>	2	0.0000	0.00
Intraday Reporting Transaction (Percentile 4 / Overall Influence 3.04%)				
	<i>OTM/OLC CUR DAY PER ITEM DTL</i>	2,549	0.0000	0.00
Balance Reporting - Maintenance (Percentile 14 / Overall Influence 0.91%)				

Company Brevard County Finance Department

Bank: SunTrust Bank

Percent Analyzed: 80%

Overall Percentile: 1

Blue Book Description	Bank's Description	Volume	Unit Price	Service Charge
	<i>OTM/OLC MAINTENANCE FEE</i>	<i>1</i>	<i>32.0000</i>	<i>32.00</i>
				80.00

Total Analyzed: 2,997.80

This companion report for the BCR provides the exact line items from the account analysis statement that were used to provide the overall percentile assigned. The report is printed in family order with the family's aggregate percentile provided in the family header. For each service within the family, the Blue Book published description is provided along with the percentile ranking of the service and its overall influence on the BCR percentile. Then, using the bank's service description, each service line from the account analysis that maps to this Blue Book service is listed with its volume, unit price, and service charge.