

City of South Daytona

Office of the City Manager / Department of Finance

Post Office Box 214960 • South Daytona, FL 32121 • 386/322-3060 • FAX 386/322-3099



MEMORANDUM

To: James L. Gillis, Jr., City Manager
From: Jason E. Oliva, Finance Director
Re: Banking Services Contract Renewal/Piggyback
Date: March 31, 2021

AGENDA ITEM
C 13 DATE 4/13/2021

Issue: The existing contract for banking services with Wells Fargo has expired. The City was piggybacking a contract between Wells and the City of Deerfield Beach. Through a competitive RFP process in 2015, the City of Deerfield Beach received banking services proposals and awarded its banking services business to Wells Fargo Bank, N.A. (Wells Fargo). The contract with Deerfield Beach provided for an initial term through 2/28/21 with a one-time five-year extension subject to pricing negotiation and other terms agreeable to both parties.

Solution: Wells Fargo and the City of Deerfield Beach amended and renewed the contract on March 1st, 2021. Wells Fargo has agreed to exercise the extension option on the same terms and conditions as currently in effect and be effective from March 1, 2021 through February 28, 2026. The proposal, executed, and amended extension with Deerfield Beach agreements are attached.

Recommendation: Staff recommends agreeing to the contract extension.

Result: Piggybacking on this agreement allows the City to take advantage of the purchasing power of a larger governmental agency and to lock in current pricing for an extended period of time.



Government & Institutional Banking
Government Banking
MAC Z3094-081
1 Independent Drive, 8th Floor
Jacksonville, FL 32202

Government and Institutional Banking

Brian T. Gibson
Wells Fargo Bank, N.A.
1 Independent Drive, 8th Floor
Jacksonville, FL 32202
(904) 351-7752

March 30, 2021

Jason Oliva
Finance Director
City of South Daytona
1672 South Ridgewood Ave.
South Daytona, FL 32119

Re: City of South Daytona Extension of Master Banking Services Agreement

Dear Mr. Oliva:

The City of South Daytona (the "City") and Wells Fargo Bank, N.A. (the "Bank") entered into a letter agreement dated October 19, 2017 for banking services ("MBSA"), pursuant to the same terms and conditions of the Master Banking Services Agreement dated as of March 1, 2016 entered into between the City of Deerfield Beach and the Bank ("Deerfield MBSA"). The Deerfield MBSA was awarded to the Bank in connection with the Request for Proposal #2015-16/03 ("RFP"). The Deerfield MBSA was incorporated by reference and made a part of and attached to the MBSA. The MBSA had an initial term expiring on February 28, 2021, with one (1) additional five (5) year extension option, which was exercised pursuant to the Amendment and Renewal of Master Banking Services Agreement dated as of March 1, 2021

Pursuant to the MBSA, the City and the Bank hereby agree to exercise the extension option on the same terms and conditions as currently in effect and be effective from March 1, 2021 through February 28, 2026 (unless and until terminated by either party in accordance with the MBSA's terms).

Thank you for allowing us the opportunity to continue this banking relationship. We look forward to continue working with you and your staff in the coming years.

Sincerely,

Brian T. Gibson, Vice President





Government & Institutional Banking
Government Banking
MAC Z3094-081
1 Independent Drive, 8th Floor
Jacksonville, FL 32202

AGREED AND ACCEPTED:

City of South Daytona, Florida

By:

Name: JAMES L. GILLIS, JR.

Title: CITY MANAGER



EXHIBIT A

MASTER BANKING SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is entered into as of the 1st day of March, 2016 by and between the City of Deerfield Beach, a municipal corporation of the State of Florida ("Customer") and Wells Fargo Bank, N.A., a national banking association authorized to do business in the State of Florida ("Bank").

Recitals

WHEREAS, Customer has requested that Bank provide certain banking and treasury management services (collectively, the "Services") to Customer; and

WHEREAS, Bank has agreed to provide the Services to Customer, and Customer has agreed to accept the Services, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which, each of Bank and the Customer expressly acknowledge, each of Bank and Customer hereby agree as follows:

Agreement

1. Service Documentation. Bank shall provide, and Customer shall accept, the Services pursuant to the terms and conditions of the "Service Documentation" which includes:

- 1.1 This Agreement;
- 1.2 The Customer's Request for Proposal #2015-16/03 (the "RFP"), except to the extent of the exceptions thereto with respect to Facility Visits, Subcontractors, Piggybacking, Fee Structure/Most Favored Nation clause, Audits and Inspections of Records, and Insurance Requirements included in the Proposal (as defined in Section 1.3 below);
- 1.3 Bank's Proposal (the "Proposal") provided in response to the RFP;
- 1.4 The Service Description for each Service (each, a "Service Description");
- 1.5 The account agreement for the deposit accounts that Customer maintains at Bank (the "Account Agreement"); and
- 1.6 User guides, which may include software, software licenses, price schedules, specifications, instructions and notices.

If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above. The Account Agreement and the Service Descriptions in effect as of the date of this Agreement are attached hereto as Exhibit A.

The Service Documentation constitute the entire agreement between Bank and Customer and supersedes all prior representations, conditions, warranties, understandings, proposals or agreements regarding a Service. No course of dealing or waiver of any right on one occasion will constitute a modification of the above referenced documents or be a waiver of that right on a subsequent occasion.

2. Additional Services. If Customer requests and Bank agrees to provide additional services after the date of this Agreement, which are governed by additional service descriptions, pricing or other documents, the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

3. Changes to Services or Service Documentation.

Bank may change the Services and/or terms in the Service Documentation at any time upon prior written notification. If Customer discontinues using the affected Service before the change becomes effective, it will not be bound by the change. If Customer continues to use a Service after the change becomes effective, it will be bound by the change.

4. Term and Termination.

The Agreement shall have an initial term of five (5) years beginning on the 1st day of March, 2016 and ending on the 28th day of February, 2021. This contract may be renewed for up to one (1) additional five year period by mutual agreement of both parties. Unless terminated sooner in accordance with the Service Documentation, this Agreement and all Services will continue in effect until terminated by either party upon ninety (90) days prior written notice to the other party (unless a Service is terminated sooner in accordance with the Service Documentation). Either party may terminate any Service (a) following notice to the other party of a breach by such other party of any provision of the Service Documentation and such other party's failure to cure the breach within fifteen (15) days of the date of such notice, or (b) upon notice to the other party if the other party is subject to a petition under the U. S. Bankruptcy Code. Customer is a bona fide governmental entity of the State of Florida, and if Customer does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of Customer's fiscal years subsequent to the one in which this Agreement is executed and entered into, then this Agreement will terminate effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of Customer's obligation under this Agreement were last appropriated by Customer and Customer shall not in this sole event be obligated to make any further purchases beyond said fiscal year. The termination of a Service or this Agreement will not affect Customer's or Bank's rights with respect to transactions occurring before termination. Neither party will not be liable to the other party for any losses or damages such other party may incur as a result of any termination of any Service or this Agreement in accordance with the terms of the Service Documentation.

5. Service Fees. Customer shall pay Bank the fees for the Services as set forth in the Proposal and attached hereto as Exhibit B, exclusive of taxes based on Bank's net income. Except to the extent related to additional services referenced in Section 2 above, fees for the Services will remain fixed for the initial term of the Agreement. Except as otherwise agreed to between Customer and Bank, Bank may debit Customer's account(s) with Bank for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to Customer for such amounts, which Customer will promptly pay.

6. Representations and Warranties.

6.1 Mutual Representations and Warranties. Each of the parties hereto represents and warrants to the other party that: (i) such party is duly organized and in good standing in all appropriate jurisdictions; (ii) each party is fully authorized to execute and perform under this Agreement and the execution of and performance under this Agreement does not violate any law, regulation, contract or organizational document by which such party is bound; and (iii) the individual(s) executing this Agreement on behalf of such party has full corporate and/or organizational authority to do so;

6.2 Customer warrants it will not use any Service in a manner which violates any federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration.

6.3 If Customer employs an agent in connection with its use of any Service, Customer represents and warrants to Bank that (a) Customer's governing body has duly authorized the agent and (b) Customer will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Bank regarding Customer's use of a Service from Customer's agent will be deemed to be a communication from Customer, and Customer authorizes Bank to communicate with Customer's agent regarding any such communication or Service.

6.4 Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation. Bank warrants and represents that there has been no known violation of copyright, patent, or other intellectual property rights either in the United States of America or in foreign countries in connection with the services to be provided by Bank to Customer under the Service Documentation. Bank further represents and warrants to Customer that Bank or its applicable subcontractors own all patents, copyrights and other intellectual property, or has acquired valid licenses for same, associated with the services and products being provided to Customer. Bank agrees to indemnify, defend by counsel acceptable to the Customer's City Attorney, and save harmless the Customer from and against any and all claims, demands, actions, causes of action, liabilities and proceedings arising out of infringements of patent, copyright and other intellectual property used in or otherwise associated with the services and products being purchased by the Customer hereunder. Notwithstanding the foregoing, Bank shall have no liability for such infringements based on (i) any unauthorized alteration or modification of the materials or services by Customer or its agents, (ii) use of the materials or services in any manner other than as permitted under the Service Documentation, (iii) use of the materials or services in combination with any equipment or software not authorized by Bank or reasonably intended for use with the materials or services, or (iv) Bank's compliance with specific information or instructions provided to Bank by Customer or its agents.

7. Liability.

7.1 Bank will perform each Service in accordance with reasonable commercial standards applicable to Bank's business; laws, regulations and operating circulars governing the activities of Bank; applicable funds transfer system(s) and clearinghouse rules; and the Service Documentation.

7.2. Bank is under no obligation to honor, in whole or in part, any entry, file, batch release, transfer instruction, payment order, transaction or instruction that (a) exceeds the available balance in Customer's account, unless otherwise provided in the Service Documentation; b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to Customer; c) Bank has reason to believe may not have been duly authorized, should not be honored for its or Customer's protection, or involves funds subject to a hold, dispute, restriction or legal process; or d) would possibly result in Bank violating any applicable rule or regulation of any federal or state regulatory authority including without limitation any Federal Reserve guidelines such as the limitations on Bank's intra-day net funds position.

7.3 All uses of Services through Customer's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on Customer. Customer's failure to protect Codes may allow an unauthorized party to (a) use the Services, (b) access Customer's electronic communications and financial data, and (c) send or receive information and communications

to Bank. Customer assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.

7.4 Customer will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. Customer will cooperate fully (and at its own expense) with Bank in recovering a loss. If Customer is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of Customer.

7.5 Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control. If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or Customer, Bank may, upon notice to Customer, suspend or discontinue the affected Service.

7.6 Bank will only be liable to Customer for Customer's direct monetary losses due to Bank's negligence or intentional misconduct. Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement will be liable to the other party for any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

8. Miscellaneous.

8.1 The Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the State of Florida, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to Customer as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation. Venue for any action arising out of or relating to this Agreement shall lie in state courts in or for Broward County, Florida. Both parties hereby waive any and all rights to a jury trial and will proceed to a trial by judge, if necessary.

8.2 Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Bank will use the most recent address for Customer in Bank's records, and any notice from Bank will be effective when actually received by Customer. Customer will use the address where Customer's relationship manager or other manager is located and address any notice to the attention of such manager. Any notice from Customer will be effective when actually received by Bank. Bank will be entitled to rely on any notice from Customer that it believes in good faith was authorized by an authorized representative of Customer and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it.

8.3 The Services rely upon a robust network of Bank assets, employees and third-party resources located in the United States and around the world to provide service to Bank's customers. Bank reserves the right to perform services using this model and to subcontract freely and to add and

delete service providers at Bank's discretion. Bank will remain fully responsible for performance of all obligations under this Agreement, including those performed by a subcontractor or other service provider engaged by Bank.

8.4 This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Agreement. This Agreement may be executed and delivered via facsimile or any electronic means, such as email. Customer and Bank agree that this Agreement and the Service Documentation set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein and therein.

Each of the parties hereto agrees to be bound by the terms and conditions of this Agreement and the other Service Documentation, as of the above written date.

CITY OF DEERFIELD BEACH

By: Burgess J. Hanson

Name: Burgess Hanson

Title: City Manager

WELLS FARGO BANK, N.A.

By: Lance Hylsworth

Name: Lance Hylsworth

Title: Vice President

AUTHENTICATION:

Samantha Gillyard

Samantha Gillyard, CMC, City Clerk

Approved as to form and legal sufficiency
Office of the City Attorney for
Deerfield Beach, Florida

By: Andrew S. Maurodis

Andrew S. Maurodis, City Attorney

EXHIBIT B



South Daytona - Pricing

Service Descriptions

	Price
ACH	
ACH INQUIRY MONTHLY BASE**	0.00000
ACH CEO RETURN SUBSCRIPTION - ITEM	0.00000
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	0.00000
ACH MONTHLY BASE	30.00000
ACH ONE DAY ITEM	0.04000
ACH TWO DAY ITEM	0.04000
ACH SAME DAY	0.14000
ACH RECEIVED ITEM	0.00000
ACH RETURN UNAUTHORIZED -ELECTRONIC	6.50000
ACH RETURN UNAUTHORIZED QUALITY FEE	5.00000
ACH PAYMENTS ONLINE BATCH RELEASE	0.00000
ACH TRANSMISSION CHARGE	8.00000
ACH PAYMENTS BASE FEE	25.00000
ACH PAYMENTS TWO DAY ITEM	0.04000
ACH CEO SUBSCRIPTION - ACCOUNT	0.00000
ACH ORIGINATED - ADDENDA REC	0.02000
ACH Fraud Filter	
ACH CEO FRAUD FILTER REVIEW MO BASE	15.00000
ACH CEO FRAUD FILTER STOP MTHLYBASE	15.00000
ACH CEO FRAUD FILTER REVIEW - ITEM**	2.00000
Account Reconciliation	
CEO REGISTER INPUT - ITEM**	0.20000
ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00000
ARP OPTIONAL REPORTS	0.00000
ARP OUTPUT - TRANSMISSION	10.00000
ARP PAPER STATEMENT DELIVERY	0.00000
Cash Branch/Store Channel	
CASH DEPOSITED IN WF BRANCH	0.00100
PER CHANG ORDER FEE IN BRANCH/STORE**	6.50000
CASH ORDERED IN BRANCH/STORE**	0.00220
BRANCH DEPOSIT	1.20000
NON ACCT HOLDER CHK CASHING - PAYEE**	0.00000
EDI Reporting	
CEO EDI PMT DETAIL SUBSC MO BASE	0.00000
General Account Services	
ACCT MAINTENANCE	12.00000
ZERO BALANCE MASTER ACCOUNT MAINT	10.00000
ZERO BALANCE MONTHLY BASE	8.00000

DEBITS POSTED	0.10000
ELECTRONIC CREDITS POSTED	0.15000
DDA STATEMENT - PAPER	0.00000
DDA STMT W/IMAGE CLASSIC-MTHLY BASE	0.00000
BALANCE INQUIRY CUSTOMER SERV-ITEM	0.00000
PHOTOCOPY CUSTOMER SERVICE - ITEM	0.00000
General Disbursement Services	
STOP PAYMENT - AUTO RENEWAL	3.00000
MICR CHECK REJECTS OVER 2%**	1.75000
CHECK CASHING THRESHOLD MO BASE	0.00000
CHECKS PAY TO INDIV BLOCK MO BASE	0.00000
OTC DEBIT BLOCK MONTHLY BASE	0.00000
PYMT AUTH MAX CHECK MTHLY BASE	15.00000
DDA CHECKS PAID	0.20000
STOP PAYMENT - ONLINE	5.00000
CHECKS RETURNED W/STATEMENT-ITEM	0.00000
Image Delivery	
CEO IMAGE VIEW < 90 DAYS - ITEM	0.00000
CEO IMAGE VIEW > 90 DAYS - ITEM	0.00000
CEO SEARCH	0.00000
Information Reporting	
CEO EVENT MESSAGING SERVICE - EMAIL	0.00000
CEO INTRADAY REPORTING MAINTENANCE	50.00000
CEO PREV DAY REPORTING MAINTENANCE	20.00000
CEO PREV DAY REPORTING ITEMS LOADED	0.00000
INFO REPORTING HISTORY STORAGE 120	0.00000
CEO BASIC BANKING - MONTHLY BASE	0.00000
CEO BASIC BANKING ADDL ACCT-MO BASE	0.00000
CEO BASIC BANKING - TRANSFER	1.50000
Other Non TM	
CEO CREDIT MANAGEMENT MTHLY BASE	15.00000
CEO CREDIT MGT EXT HISTORY 14 M	0.00000
Paper Checks Deposited	
DEPOSITED CHECKS - ON US	0.03500
DEPOSITED CHECK	0.03500
Positive Pay	
POSITIVE PAY EXCEPTION - CEO IMAGE	2.00000
POSITIVE PAY EXCEPTION CHECKS RETND	0.00000
POSITIVE PAY EXCEPTIONS - ITEM	0.00000
POSITIVE PAY ONLY - ITEM	0.02000
POSITIVE PAY ONLY MONTHLY BASE	15.00000
PAYEE VALIDATION STANDARD-ITEM	0.03000
Returned Items	

CEO RETURN ITEM RETRIEVAL-IMAGE**	3.50000
CEO RETURN ITEM SERVICE MTHLY BASE	0.00000
RETURN ITEM - CHARGEBACK	2.50000
RETURN ITEM REDEPOSITED	2.50000
CEO RETN ITEM SUBSCRIPTION OPT DETL	0.10000
CEO RETN ITEM SUBSCRIPTION PER ACCT	0.00000
CEO RETN ITEM SUBSCRIPTION PER ITEM**	2.00000

Wire Transfers

CEO WIRE XFR DETAIL US ACCT MO BASE	0.00000
CEO WIRE XFR DETAIL US ACCT ITEM	0.00000
WIRE MAIL CONFIRMATION	6.00000
WIRE OUT DOMESTIC - CEO	10.00000
WIRE IN DOMESIC	8.00000
INFOFAX WIRE MONTHLY BASE	10.00000

WFED

ELECTRONIC DEPOSIT - CHECK WFB	0.04000
ELECTRONIC DEPOSIT - CHECK NON WFB	0.04000
ELECTRONIC DEPOSIT - DEP ADJUSTMENT	15.00000
ELECTRONIC DEPOSIT SUSPECT REVIEW	1.00000

Recoupment

RECOUPMENT MONTHLY	0.08000
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Supplemental Pricing

<u>Service Description</u>	<u>Price</u>
ACH	
ACH ORIGINATED - ADDENDA REC	0.02000
Account Reconciliation	
CEO REGISTER INPUT - ITEM	0.20000
ARP OPTIONAL REPORTS	0.00000
ARP OUTPUT - TRANSMISSION	10.00000
ARP PAPER STATEMENT DELIVERY	0.00000
Controlled Disbursement	
MICR REJECTS OVER 2%	1.75000
CONT DISB ACCT MAINT W/CXSTR	100.00000
CONT DISB CHECKS PAID	0.06000
General Account Services	
ZERO BALANCE MONTHLY BASE	8.00000
DDA STATEMENT - PAPER	0.00000
BALANCE INQUIRY CUSTOMER SERV-ITEM	0.00000
PHOTOCOPY CUSTOMER SERVICE - ITEM	0.00000
General Disbursement Services	
CHECKS RETURNED W/STATEMENT-ITEM	0.00000
PYMT AUTH MAX CHECK MTHLY BASE	15.00000
CHECKS PAY TO INDIV BLOCK MO BASE	0.00000
OTC DEBIT BLOCK MONTHLY BASE	0.00000
Image Delivery	
WELLSIMAGE PAID CHECK MONTHLY BASE	15.00000
WELLSIMAGE PAID CHECK PER CD	25.00000
CEO SEARCH	0.00000
Information Reporting	
CEO BASIC BANKING - TRANSFER	1.50000
MSC-TM	
WLBX PKG US MAIL DELIVERY	0.00000
Positive Pay	
PAYEE VALIDATION STANDARD-ITEM	0.03000
POSITIVE PAY ONLY - ITEM	0.02000
POSITIVE PAY ONLY MONTHLY BASE	15.00000
Wholesale Lockbox	
WLBX NON-TRUNCATE PKG PREP MO BASE	0.00000
WLBX DOCUMENT REASSOCIATION	0.00000
WLBX HEALTHCARE PAPER RETURN	0.00000
LOCKBOX CEO SUBSCRIPTION MTHLY BASE	0.00000
Wire Transfers	
INFOFAX WIRE MONTHLY BASE	10.00000

**AMENDMENT AND RENEWAL OF
MASTER BANKING SERVICES AGREEMENT**

31 THIS AMENDMENT AND RENEWAL (this "Agreement") is made and entered into, as of March 31, 2021, by and between the City of Deerfield Beach, a municipal corporation of the State of Florida, hereinafter referred to as the "City", and Wells Fargo Bank, N.A., a national banking association, hereinafter referred to as "Bank."

WITNESSETH:

WHEREAS, in connection with the Request for Proposal #2015-16/03 for Banking Services issued by the City ("RFP") and Bank's Response to RFP #2015-16/03 for Banking Services dated December 4, 2015 in response thereto, the City and Bank entered into a Master Banking Services Agreement as of March 1, 2016 (the "MBSA");

WHEREAS, the MBSA had an initial term of five (5) years expiring February 28, 2021;

WHEREAS, the MBSA provides that the City and Bank may renew the BSA for up to one (1) additional five (5) year term;

WHEREAS, the City and Bank now wish to amend and renew the term of the MBSA such that the term of the MBSA will end on February 28, 2026 (the "Renewal Period") with all terms and conditions, services, and prices to remain the same except as otherwise provided herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1) The City and Bank agree to, and hereby, renew the MBSA and agree to perform their respective duties during the Renewal Period pursuant to the same terms and conditions provided in the BSA, and as further amended herein.
- 2) Section 6.4(ii) is hereby amended to read as follows:¹

(ii) use of the materials or services in any manner other than as permitted under the Service Documentation or any software license held by the City.

- 3) The penultimate sentence of Section 8 is hereby amended and restated as follows:

Venue for any action arising out of or relating to this Agreement shall lie in state or federal courts in or for Broward County, Florida.

- 4) Sections I.2.m. VI.18 of the RFP are qualified as follows:

¹ Additions to existing text in the Agreement are shown in underline.

Upon request, the Business Continuity Planning Overview Letter will be provided to the City. In the event of a disaster, the City will connect with the same Offeror team members that are familiar with the City and the City's overall relationship with Offeror today.

- 5) Sections III.18, Attachment "C" and Questions and Answers A34 of the RFP are qualified as follows:

Although Bank will not perform work in or on City property in furtherance of this work, Bank is nonetheless required to conduct background checks on all of its employees prior to hire and cannot delegate this obligation and requirement to the City under this contract. Further, the scope of Bank's background check process is dictated by and limited to criteria set out in Section 19 of the Federal Deposit Insurance Act. To clarify, Section 19 of the Federal Deposit Insurance Act prohibits Bank, as a federally-insured depository institution, from hiring or continuing the employment of persons who have criminal records involving dishonesty, breach of trust, money laundering, or the distribution, manufacturing, or trafficking in controlled substances. Under Section 19, disqualifying criminal records include convictions that have not otherwise been completely expunged, as well as entry into pre-trial diversion or similar programs with respect to such crimes. Bank also does not employ persons whom it determines may pose an unacceptable risk to the safety of its customers and employees, including persons convicted of certain serious crimes involving sex and/or violence. As such, all persons offered employment with Bank must undergo a criminal background check. There are no exceptions to this requirement. This fingerprint-based background screening includes a check against the FBI's National Criminal Information Center (NCIC) database, as well as the OFAC/SDN list. If a background check reveals a conviction for a covered criminal offense, then the person at issue is ineligible for employment with Bank unless he or she has received a written waiver from the FDIC or the offense linked to the conviction otherwise meets the FDIC's de minimis criteria. Similarly, if Bank subsequently learns that an employee has been convicted of a covered criminal offense, then it will terminate that person's employment.

- 6) Notwithstanding anything to the contrary in the MBSA, during the Renewal Term, the City will receive a managed Earnings Credit Rate ("ECR") and a managed Interest Rate on excess balances not required to offset fees. The current managed ECR is 0.25% for both the Government Advantage Interest Checking Account and the Non-Interest-Bearing Account. The current managed Interest Rate is 0.17% for the Government Advantage Interest Checking Account. The ECR and the Interest Rate will not have a floor. In its sole and absolute discretion, Bank will set the ECR and Interest Rate internally each month and make any adjustments after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators. Bank agrees that the treasury management fees in effect as of the date of this Agreement will continue unchanged through the Renewal Period.

- 7) The treasury management pricing will not change during the Renewal Period, and will be held constant through the duration of the 5-year contract extension. Exhibit A provides all of the pricing quoted originally. Any new services not currently priced will be priced upon request.
- 8) All other terms and conditions of the MBSA remain in effect. If and to the extent that any inconsistency may appear between the MBSA and this Agreement, the provisions of this agreement shall control.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

City of Deerfield Beach



David Santucci
City Manager

Wells Fargo Bank, N.A.



Vincent Mattio
Senior Vice President

Authentication:


for Samantha Gillyard
City Clerk

Approved as to form and legal sufficiency
Office of the City Attorney for
Deerfield Beach, Florida


Anthony C. Soroka, City Attorney

EXHIBIT A



City of Deerfield Beach Current Pricing

<u>Service Description</u>	<u>Contracted Price</u>
ACH Fraud Filter	
ACH CEO FRAUD FILTER REVIEW MO BASE	\$15.0000
ACH CEO FRAUD FILTER STOP MTHLYBASE	\$15.0000
ACH CEO FRAUD FILTER REVIEW - ITEM	\$2.0000
ACH Origination	
ACH CEO RETURN SUBSCRIPTION - ITEM	\$0.0000
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	\$0.0000
ACH MONTHLY BASE	\$30.0000
ACH TWO DAY ITEM	\$0.0400
ACH ORIGINATED - ADDENDA REC	\$0.0200
ACH DELETE - ITEM	\$30.0000
ACH RETURN ADMIN -ELECTRONIC	\$2.0000
ACH RETURN ITEM-ELECTRONIC	\$2.0000
ACH TRANSMISSION CHARGE	\$8.0000
ACH NOC - INFO REPORTING ADVICE	\$1.0000
ACH WELLS FARGO NOC-INFO REPT ADVIC	\$1.0000
ACH CEO SUBSCRIPTION - ACCOUNT	\$0.0000
ACH Receive	
ACH RECEIVED ITEM	\$0.0000
Account Reconciliation	
ARP STMTS & RPTS (CSV/EXCEL) BASE	\$80.0000
ARP AGED ISSUE RECORDS ON FILE-ITEM	\$0.0000
ARP FULL RECON-ITEM	\$0.0000
ARP MONTHLY BASE - FULL	\$40.0000
ARP OPTIONAL REPORTS	\$0.0000
ARP OUTPUT - TRANSMISSION	\$10.0000
ARP PAPER STATEMENT/REPORT DELIVERY	\$0.0000
ARP PAPER STMT/REPORT MONTHLY BASE	\$0.0000
CEO ARP STMT & RPTS MONTHLY BASE	\$0.0000
OUTGOING TRANSMISSION - PER ITEM	\$0.0020
CEO REGISTER INPUT - ITEM	\$0.0000
Cash Vault	
CV CASH ONLY OR CHECK ONLY DEPOSIT	\$1.2500
CASH VAULT COIN DEPOSIT-STD BAG	\$2.0000
CASH VAULT CURRENCY/COIN DEPOSITED	\$0.0004
CASH VAULT MONTHLY BASE	\$0.0000
CASH VAULT TRANS RECAP RPT-FAX	\$0.0000

VAULT DEPOSITED COIN - ROLLED	\$0.2500
CASH VAULT DEPOSIT ADJUSTMENT	\$6.0000
CASH DEP/\$1 VER AT TELLER WINDWO	\$0.0010

Controlled Disbursement

CEO CONT DISB SUBSCRIPTION BASE	\$0.0000
CONT DISB ACCT MAINT W/CXSTR	\$100.0000
CONT DISB CHECKS PAID	\$0.0600
CONT DISB CREDITS POSTED	\$0.2000
MICR REJECTS OVER 2%	\$1.7500

Desktop Deposit/Electronic Check

DESKTOP DEPOSIT IMAGES RETRIEVED	\$0.2500
DESKTOP DEPOSIT MONTHLY BASE	\$40.0000
ELECTRONIC DEPOSIT - DEP ADJUSTMENT	\$17.0000
DESKTOP DEPOSIT-DEPOSIT CREDITED	\$0.2500
DESKTOP DEPOSIT-DEPOSITED ITEM ONUS	\$0.0300
DESKTOP DEPOSIT-DEPOSITED ITEM	\$0.0300

EDI Reporting

CEO EDI PMT DETAIL SUBSC MO BASE	\$0.0000
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General Account Services

ACCOUNT MAINTENANCE W/ CHK RETURN	\$12.0000
ACCOUNT MAINTENANCE-CHEXSTOR	\$12.0000
ACCT MAINTENANCE	\$12.0000
DEBITS POSTED	\$0.1000
ELECTRONIC CREDITS POSTED	\$0.1500
MISCELLANEOUS CREDITS POSTED	\$0.2500
DDA STATEMENT - PAPER	\$0.0000
BALANCE INQUIRY CUSOMER SERV-ITEM	\$0.0000
PHOTOCOPY CUSTOMER SERVICE - ITEM	\$0.0000
STORE/NIGHT DROP DEPOSIT	\$1.2000

General Disbursement Services

CHECK CASHING THRESHOLD MO BASE	\$15.0000
CHECKS PAY TO INDIV BLOCK MO BASE	\$0.0000
OTC DEBIT BLOCK MONTHLY BASE	\$0.0000
PYMT AUTH MAX CHECK MTHLY BASE	\$15.0000
STOP PAYMENT - ONLINE	\$5.0000
DDA CHECKS PAID	\$0.2000
CHECKS RETURNED W/STATEMENT-ITEM	\$0.0000

Global Check Clearing

DEPOSITED CHECK ON CANADIAN BANK	\$3.0000
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Image Delivery

WELLSIMAGE PAID CHECK PER ITEM	\$0.0300
CEO SEARCH	\$0.0000
CEO IMAGE VIEW < 90 DAYS - ITEM	\$0.0000
CEO IMAGE VIEW > 90 DAYS - ITEM	\$0.0000
WELLSIMAGE PAID CHECK MONTHLY BASE	\$15.0000
WELLSIMAGE PAID CHECK PER CD	\$25.0000

Incoming Wire Transfers

WIRE IN - DOMESTIC	\$8.0000
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Information Reporting

CEO EVENT MESSAGING SERVICE - EMAIL	\$0.0000
CEO EVENT MESSAGING SERVICE - FAX	\$2.0000
CEO INTRADAY REPORTING MAINTENANCE	\$50.0000
CEO PREV DAY REPORTING ITEMS LOADED	\$0.0000
CEO PREV DAY REPORTING MAINTENANCE	\$20.0000
INFO REPORTING HISTORY STORAGE 120	\$0.0000
CEO BASIC BANKING - MONTHLY BASE	\$0.0000
CEO BASIC BANKING ADDL ACCT-MO BASE	\$0.0000
CEO BASIC BANKING TRANSFER	\$1.5000

Other Non TM

RECOUPMENT MONTHLY	\$0.0800
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Paper Checks Deposited

DEPOSITED CHECKS - ON US	\$0.0350
DEPOSITED CHECKS	\$0.0350
WHOLESALE LOCKBOX - DEPOSITED CHECK	\$0.1200
STOP PAYMENT AUTO RENEWAL	\$3.0000

Positive Pay

PAYEE VALIDATION STANDARD-ITEM	\$0.0300
POSITIVE PAY MONTHLY BASE	\$15.0000
POSITIVE PAY ONLY - ITEM	\$0.0200
POSITIVE PAY ONLY MONTHLY BASE	\$15.0000
POSITIVE PAY CHECKS WITH NO ISSUE	\$0.5000

Returned Items

CEO RETURN ITEM SERVICE MTHLY BASE	\$0.0000
RETURN ITEM - CHARGEBACK	\$2.5000
RETURN ITEM REDEPOSITED	\$2.5000
CEO RETN ITEM SUBSCRIPTION PER ACCT	\$0.0000
CEO RETN ITEM SUBSCRIPTION PER ITEM	\$0.0000

Wholesale Lockbox- Wholetail not disclosed

WLBX PACKAGE DELIVERY BASE	\$0.0000
WLBX MONTHLY BASE	\$105.0000
WLBX NON-TRUNCATE PKG PREP MO BASE	\$0.0000
WLBX DOCUMENT REASSOCIATION	\$0.0000
WLBX HEALTHCARE PAPER RETURN	\$0.0000
WLBX CORRESPONDENCE REJECTS	\$0.2500
WLBX STANDARD ITEMS PROCESSED	\$0.4000
WLBX CHECK IMAGE/PHOTOCOPY	\$0.1000
WLBX CHECK NONSTANDARD REASSOCIATION	\$0.0640
WLBX DAILY DEPOSIT CUT	\$1.2500
WLBX RESTRICTIVE/SPECIAL PROCESSING	\$0.1200
WLBX DOCUMENT SCANNED	\$0.0750
WLBX 1 YR B/W IMAGE ARCHIVE	\$0.0150
WLBX DOC NONSTD REASSOCIATION	\$0.0645
WLBX PAPER RETURN	\$0.1600
WLBX PKG USMAIL DELIVERY	\$0.0000
WTLBX MONTHLY BASE	\$105.0000

WTLBX TRANSMISSION MONTHLY BASE	\$220.0000
WTLBX ONLINE DECISION MTHLY BASE	\$75.0000
WTLBX CHECKS	\$0.0000
WTLBX TOTAL PAYMENTS PROCESSED	\$0.2000
WTLBX STD ITEM PROCESSED NON SCAN	\$0.5000
WTLBX MULTI PAYMENT	\$0.3045
WTLBX PARTIAL PAYMENT	\$0.0400
WTLBX REMIT PROCESSED EXPR MAIL	\$2.5000
WTLBX MICR DATA CAPTURE	\$0.1300
WTLBX MICR CAPTURE NON-SCANNABLE	\$0.1300
WTLBX CORRESPONDENCE / REJECTS	\$0.5000
WTLBX ONLINE DECISION EXCEPTN POST	\$0.1500
WTLBX ONLINE DECISION ITEMS REJECT	\$0.2500
WTLBX IMAGING - SCANNABLE	\$0.0700
WTLBX IMAGING NON-SCANNABLE	\$0.0700
WTLBX 7 YEAR B/W IMAGE ARCHIVE	\$0.0300
WTLBX VALUE ADDED KEYING - NON SCAN	\$0.0800
WTLBX DAILY DEPOSIT CUT	\$1.2500
WTLBX TRANSMISSION ITEM	\$0.0150
LOCKBOX CEO SUBSCRIPTION PER ITEM	\$0.2500
LOCKBOX CEO SUBSCRIPTION MTHLY BASE	\$0.0000

Wires Origination and Reporting

CEO WIRE XFR DETAIL US ACCT MO BASE	\$0.0000
WIRE TEMPLATE STORAGE MONTHLY BASE	\$0.0000
WIRE BOOK TRANSFER - CEO	\$0.0000
WIRE OUT DOMESTIC - CEO	\$10.0000
CEO WIRE XFR DETAIL US ACCT ITEM	\$0.0000
WIRE NOTIFICATION- INFOFAX	\$9.0000
INFOFAX WIRE ITEM	\$3.0000

Zero Balance Account (ZBA)

ZERO BALANCE MASTER ACCOUNT MAINT	\$10.0000
ZERO BALANCE MONTHLY BASE	\$8.0000

EXHIBIT A



City of Deerfield Beach Current Pricing

<u>Service Description</u>	<u>Contracted Price</u>
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ACH CEO FRAUD FILTER REVIEW MO BASE	\$15.0000
ACH CEO FRAUD FILTER STOP MTHLYBASE	\$15.0000
ACH CEO FRAUD FILTER REVIEW - ITEM	\$2.0000

ACH CEO RETURN SUBSCRIPTION - ITEM	\$0.0000
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	\$0.0000
ACH MONTHLY BASE	\$30.0000
ACH TWO DAY ITEM	\$0.0400
ACH ORIGINATED - ADDENDA REC	\$0.0200
ACH DELETE - ITEM	\$30.0000
ACH RETURN ADMIN -ELECTRONIC	\$2.0000
ACH RETURN ITEM-ELECTRONIC	\$2.0000
ACH TRANSMISSION CHARGE	\$8.0000
ACH NOC - INFO REPORTING ADVICE	\$1.0000
ACH WELLS FARGO NOC-INFO REPT ADVIC	\$1.0000
ACH CEO SUBSCRIPTION - ACCOUNT	\$0.0000

ACH RECEIVED ITEM	\$0.0000
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ARP STMTS & RPTS (CSV/EXCEL) BASE	\$80.0000
ARP AGED ISSUE RECORDS ON FILE-ITEM	\$0.0000
ARP FULL RECON-ITEM	\$0.0000
ARP MONTHLY BASE - FULL	\$40.0000
ARP OPTIONAL REPORTS	\$0.0000
ARP OUTPUT - TRANSMISSION	\$10.0000
ARP PAPER STATEMENT/REPORT DELIVERY	\$0.0000
ARP PAPER STMT/REPORT MONTHLY BASE	\$0.0000
CEO ARP STMT & RPTS MONTHLY BASE	\$0.0000
OUTGOING TRANSMISSION - PER ITEM	\$0.0020
CEO REGISTER INPUT - ITEM	\$0.0000

CV CASH ONLY OR CHECK ONLY DEPOSIT	\$1.2500
CASH VAULT COIN DEPOSIT-STD BAG	\$2.0000
CASH VAULT CURRENCY/COIN DEPOSITED	\$0.0004
CASH VAULT MONTHLY BASE	\$0.0000
CASH VAULT TRANS RECAP RPT-FAX	\$0.0000

VAULT DEPOSITED COIN - ROLLED	\$0.2500
CASH VAULT DEPOSIT ADJUSTMENT	\$6.0000
CASH DEP/\$1 VER AT TELLER WINDWO	\$0.0010

CEO CONT DISB SUBSCRIPTION BASE	\$0.0000
CONT DISB ACCT MAINT W/CXSTR	\$100.0000
CONT DISB CHECKS PAID	\$0.0600
CONT DISB CREDITS POSTED	\$0.2000
MICR REJECTS OVER 2%	\$1.7500

DESKTOP DEPOSIT IMAGES RETRIEVED	\$0.2500
DESKTOP DEPOSIT MONTHLY BASE	\$40.0000
ELECTRONIC DEPOSIT - DEP ADJUSTMENT	\$17.0000
DESKTOP DEPOSIT-DEPOSIT CREDITED	\$0.2500
DESKTOP DEPOSIT-DEPOSITED ITEM ONUS	\$0.0300
DESKTOP DEPOSIT-DEPOSITED ITEM	\$0.0300

CEO EDI PMT DETAIL SUBSC MO BASE	\$0.0000
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General Account Services	
ACCOUNT MAINTENANCE W/ CHK RETURN	\$12.0000
ACCOUNT MAINTENANCE-CHEXSTOR	\$12.0000
ACCT MAINTENANCE	\$12.0000
DEBITS POSTED	\$0.1000
ELECTRONIC CREDITS POSTED	\$0.1500
MISCELLANEOUS CREDITS POSTED	\$0.2500
DDA STATEMENT - PAPER	\$0.0000
BALANCE INQUIRY CUSTOMER SERV-ITEM	\$0.0000
PHOTOCOPY CUSTOMER SERVICE - ITEM	\$0.0000
STORE/NIGHT DROP DEPOSIT	\$1.2000

General Disbursement Services	
CHECK CASHING THRESHOLD MO BASE	\$15.0000
CHECKS PAY TO INDIV BLOCK MO BASE	\$0.0000
OTC DEBIT BLOCK MONTHLY BASE	\$0.0000
PYMT AUTH MAX CHECK MTHLY BASE	\$15.0000
STOP PAYMENT - ONLINE	\$5.0000
DDA CHECKS PAID	\$0.2000
CHECKS RETURNED W/STATEMENT-ITEM	\$0.0000

Global Check Clearing	
DEPOSITED CHECK ON CANADIAN BANK	\$3.0000

Image Delivery	
WELLSIMAGE PAID CHECK PER ITEM	\$0.0300
CEO SEARCH	\$0.0000
CEO IMAGE VIEW < 90 DAYS - ITEM	\$0.0000
CEO IMAGE VIEW > 90 DAYS - ITEM	\$0.0000
WELLSIMAGE PAID CHECK MONTHLY BASE	\$15.0000
WELLSIMAGE PAID CHECK PER CD	\$25.0000

Wire Transfer	
WIRE IN - DOMESTIC	\$8.0000

CEO Event Messaging Service	
CEO EVENT MESSAGING SERVICE - EMAIL	\$0.0000
CEO EVENT MESSAGING SERVICE - FAX	\$2.0000
CEO INTRADAY REPORTING MAINTENANCE	\$50.0000
CEO PREV DAY REPORTING ITEMS LOADED	\$0.0000
CEO PREV DAY REPORTING MAINTENANCE	\$20.0000
INFO REPORTING HISTORY STORAGE 120	\$0.0000
CEO BASIC BANKING - MONTHLY BASE	\$0.0000
CEO BASIC BANKING ADDL ACCT-MO BASE	\$0.0000
CEO BASIC BANKING TRANSFER	\$1.5000

Other Monthly	
RECOUPMENT MONTHLY	\$0.0800

Paper Checks Deposited	
DEPOSITED CHECKS - ON US	\$0.0350
DEPOSITED CHECKS	\$0.0350
WHOLESALE LOCKBOX - DEPOSITED CHECK	\$0.1200
STOP PAYMENT AUTO RENEWAL	\$3.0000

Positive Pay	
PAYEE VALIDATION STANDARD-ITEM	\$0.0300
POSITIVE PAY MONTHLY BASE	\$15.0000
POSITIVE PAY ONLY - ITEM	\$0.0200
POSITIVE PAY ONLY MONTHLY BASE	\$15.0000
POSITIVE PAY CHECKS WITH NO ISSUE	\$0.5000

Returned Items	
CEO RETURN ITEM SERVICE MTHLY BASE	\$0.0000
RETURN ITEM - CHARGEBACK	\$2.5000
RETURN ITEM REDEPOSITED	\$2.5000
CEO RETN ITEM SUBSCRIPTION PER ACCT	\$0.0000
CEO RETN ITEM SUBSCRIPTION PER ITEM	\$0.0000

Wholesale Lockbox (Wholesale not disclosed)	
WLBX PACKAGE DELIVERY BASE	\$0.0000
WLBX MONTHLY BASE	\$105.0000
WLBX NON-TRUNCATE PKG PREP MO BASE	\$0.0000
WLBX DOCUMENT REASSOCIATION	\$0.0000
WLBX HEALTHCARE PAPER RETURN	\$0.0000
WLBX CORRESPONDENCE REJECTS	\$0.2500
WLBX STANDARD ITEMS PROCESSED	\$0.4000
WLBX CHECK IMAGE/PHOTOCOPY	\$0.1000
WLBX CHECK NONSTANDARD REASSOCIATION	\$0.0640
WLBX DAILY DEPOSIT CUT	\$1.2500
WLBX RESTRICTIVE/SPECIAL PROCESSING	\$0.1200
WLBX DOCUMENT SCANNED	\$0.0750
WLBX 1 YR B/W IMAGE ARCHIVE	\$0.0150
WLBX DOC NONSTD REASSOCIATION	\$0.0645
WLBX PAPER RETURN	\$0.1600
WLBX PKG USMAIL DELIVERY	\$0.0000
WTLBX MONTHLY BASE	\$105.0000

WTLBX TRANSMISSION MONTHLY BASE	\$220.0000
WTLBX ONLINE DECISION MTHLY BASE	\$75.0000
WTLBX CHECKS	\$0.0000
WTLBX TOTAL PAYMENTS PROCESSED	\$0.2000
WTLBX STD ITEM PROCESSED NON SCAN	\$0.5000
WTLBX MULTI PAYMENT	\$0.3045
WTLBX PARTIAL PAYMENT	\$0.0400
WTLBX REMIT PROCESSED EXPR MAIL	\$2.5000
WTLBX MICR DATA CAPTURE	\$0.1300
WTLBX MICR CAPTURE NON-SCANNABLE	\$0.1300
WTLBX CORRESPONDENCE / REJECTS	\$0.5000
WTLBX ONLINE DECISION EXCEPTN POST	\$0.1500
WTLBX ONLINE DECISION ITEMS REJECT	\$0.2500
WTLBX IMAGING - SCANNABLE	\$0.0700
WTLBX IMAGING NON-SCANNABLE	\$0.0700
WTLBX 7 YEAR B/W IMAGE ARCHIVE	\$0.0300
WTLBX VALUE ADDED KEYING - NON SCAN	\$0.0800
WTLBX DAILY DEPOSIT CUT	\$1.2500
WTLBX TRANSMISSION ITEM	\$0.0150
LOCKBOX CEO SUBSCRIPTION PER ITEM	\$0.2500
LOCKBOX CEO SUBSCRIPTION MTHLY BASE	\$0.0000

Wire Origination and Reporting

CEO WIRE XFR DETAIL US ACCT MO BASE	\$0.0000
WIRE TEMPLATE STORAGE MONTHLY BASE	\$0.0000
WIRE BOOK TRANSFER - CEO	\$0.0000
WIRE OUT DOMESTIC - CEO	\$10.0000
CEO WIRE XFR DETAIL US ACCT ITEM	\$0.0000
WIRE NOTIFICATION- INFOFAX	\$9.0000
INFOFAX WIRE ITEM	\$3.0000

Zero Balance Account (ZBA)

ZERO BALANCE MASTER ACCOUNT MAINT	\$10.0000
ZERO BALANCE MONTHLY BASE	\$8.0000