

RESOLUTION NO. 2022 - 35

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CONTRACT AMENDMENT #3 WITH BANK OF AMERICA, N.A. UNDER RFP NO: 13-12 (MASTER CONTRACT NO: 13-MCC-BAN-04279)

RECITALS

WHEREAS, On December 16, 2013, the County entered into a continuing services contract with Bank of America, N. A. for the provision of general banking services and credit card merchant services for the Board of County Commissioners; and;

WHEREAS, the contract's current expiration date is March 31, 2022; and;

WHEREAS, the Office of Management and Budget requires additional time complete an analysis of best practices for its business processes and point of sale services for its various revenue collections, then the Purchasing Department will solicit a new RFP for banking services, which will be completed and new contracts in place before the new expiration date of March 31, 2022; and;

WHEREAS, there is currently funding available for this service; and;

WHEREAS, the County has reviewed the terms and conditions of the Contract Extension and finds that executing the amendment serves a public purpose; and;

WHEREAS, the amendment will be in substantially the same form and format as the attached draft amendment.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute Contract Amendment #3, on behalf of the County, in substantially the same form and format as the attached draft, with Bank of America, N.A. to provide banking services set forth therein.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 10th day of February, 2022.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Henry Dean
Henry Dean, Chair

ATTEST: Brandon Patty, Clerk
Clerk of the Circuit Court & Comptroller

By: Sam Halterman Deputy Clerk



REVISION DATE 2/3/22



Third Extension to the Master Agreement for Banking Services

This extension of the Master Agreement for Banking Services (the "Agreement") is made as of this 20th day of December, 2021, between **St. John's County** (the "Client") and **Bank of America, N.A.**, a national banking association.

WHEREAS, Client issued Request for Proposal 13-12 ("RFP") for providing banking services identified in the RFP (the "Services"); and

WHEREAS, the Bank was the successful bidder under the RFP, having submitted its bid response; and

WHEREAS, the parties entered into a Master Agreement for Banking Services dated December 16, 2013 for an initial term of five (5) years beginning on August 1, 2013, through and until March 31, 2018. The parties extended the Agreement for additional terms through March 31, 2022, and wish to further extend the Agreement.

WHEREAS, the parties wish to enter into this extension agreement for the purpose of extending the Agreement between Client and Bank for a third term ("Third Extended Term");

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the parties hereby agree as follows:

1. Performance. Except as otherwise agreed by the parties, Bank shall continue to perform the banking services during the Third Extended Term of this Agreement in accordance with its terms.
2. Term. The Agreement is revised to allow extensions upon mutual agreement of the parties. The Third Extended Term of the Agreement shall be for a term of three (3) years beginning April 1, 2022 until March 31, 2025.
3. Fees. Effective April 1, 2022 until March 31, 2023 the attached Exhibit A Fee Schedule will apply to services provided under the Agreement. Starting April 1, 2023, the attached Exhibit B Fee Schedule will apply to services provided under the Agreement.
4. Notices. Except as may be otherwise be specified by the parties, the Bank's T&C, and applicable documentation and set-up form, notices to Client and Bank sent by mail shall be sent to the addresses set forth below:

Client: St. John's County
4010 Lewis Speedway
St Augustine, FL 32084

BANK OF AMERICA 

Bank: Bank of America, N.A. FL9-200-04-18
BANK OF AMERICA OFFICE PARK
9000 SOUTHSIDE BLVD BLDG 200
JACKSONVILLE, FL, 32256
United States of America
ATTN: Mary Steward

All other terms and conditions of the Master Agreement for Banking Services shall remain in full force and effect.

Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

In witness whereof, the parties have executed this agreement as of the date first written above.

ST. JOHN'S COUNTY:

[Client Name]

By: _____
[Signature]

Name: _____
[Type or Print]

Title: _____
[Type or Print]

By: _____
[Signature]

Name: _____
[Type or Print]

Title: _____
[Type or Print]

BANK OF AMERICA, N.A.

By: _____
[Signature]

Name: _____
[Type or Print]

Title: _____
[Type or Print]

By: _____
[Signature]

Name: _____
[Type or Print]

Title: _____
[Type or Print]

EXHIBIT A – FEE SCHEDULE

St. John's County

Service Description	Frequency	Unit Price
LEDGER OVERDRAFT PER DAY	PER DAY	50.0000
DEPOSIT BANK ASSESSMENT	PER \$1000	0.1461
ACCOUNT MAINTENANCE	PER ACCOUNT / PER MONTH	6.0000
DEPOSITORY+ SUB ACCT MAINT	PER ACCOUNT	4.0000
REMOTE DEPOSIT ACCOUNT MAINT	PER ACCOUNT	50.0000
TFR MASTER ACCT MAINT	PER ACCOUNT	5.0000
TFR SUBSIDIARY ACCT MAINT	PER ACCOUNT	4.0000
INTEREST BEARING ACCOUNT MAINTENANCE	PER ACCOUNT / PER MONTH	6.0000
DEBITS POSTED-ELECTRONIC	PER ITEM	0.0750
CREDITS POSTED-ELECTRONIC	PER ITEM	0.0750
GCS TRANSACTION HISTORY	PER CALL	2.0000
PHOTOCOPY-MANUAL	PER ITEM	5.0000
REMOTE DEPOSIT CKC IMAGE PROC	PER ITEM	0.1500
BANKING CENTER DEPOSIT	PER DEPOSIT	2.5000
QBD-NIGHT DROP DEPOSIT	PER DEPOSIT	1.5000
CURR-COIN DEP-\$100-QBD-ND	PER \$100	0.1500
CURR-COIN DEP-\$100-BKG CTR	PER \$100	0.1000
CHANGE ORDER BKG CTR	PER ORDER	2.5000
COIN SUPP ROLL-BKG CTR	PER ROLL	0.0500
CURR SUPP \$100-BKG CTR	PER \$100	0.0400
BANK BY MAIL DEPOSIT	PER DEPOSIT	5.0000
VAULT DEPOSIT	PER DEPOSIT	1.5000
DEP CONDITIONING-SURCHG-VAULT	PER DEPOSIT	10.0000
CURR DEPOSITED-PER NOTE-VLT	PER NOTE	0.0150
CHECK DEPOSIT-ICL or RDSO	PER DEPOSIT	0.7500
TRANSMISSION MAINTENANCE	PER MONTH	200.0000
IMAGE DEPOSITED ITEMS-ICL	PER ITEM	0.0600
IMAGE DEPOSITED ITEMS-RDSO	PER ITEM	0.0500
CHECKS DEPOSITED-BKG CENTER	PER ITEM	0.0550
CHECKS DEPOSITED-CASH VAULT	PER ITEM	0.0550
CHECKS DEPOSITED-ITEMS PROC	PER ITEM	0.0600
RETURNS-CHARGEBACK	PER ITEM	1.5000
RETURNS-RECLEAR	PER ITEM	2.0000
RETURNS-RECLEAR SERVICES	PER MONTH	0.0000
RETURNS-E-MAIL IMAGES	PER ITEM	0.8000
DEPOSIT CORRECTION-CASH	PER CORRECTION	2.0000
DEPOSIT CORRECTION-NONCASH-RDS	PER CORRECTION	7.0000
ARP PPAY MAINT-NO RECON	PER ACCOUNT / PER MONTH	20.0000
GENERAL DISB CKS PAID-IMAGE	PER CHECK	0.1700
GENERAL DISB CKS PAID-TRUNC	PER ITEM	0.1000

BANK OF AMERICA 

PAYEE POSITIVE PAY MAINTENANCE	PER ACCOUNT	5.0000
PAYEE POSITIVE PAY ISSUE MATCH	PER ITEM	0.0200
POSITIVE PAY EXCEPTIONS	PER ITEM	0.0000
ARP POSITIVE PAY RETURN-OTHER	PER ITEM	10.0000
STOP PAY AUTOMATED<=12 MONTHS	PER STOP PLACED OR RE-ISSUED	4.0000
CASHPRO IMAGE SUBSCRIPTION	PER ACCOUNT / PER MONTH	0.5556
IMAGEDROP FILE MAINTENANCE	PER MONTH / PER ACCOUNT	10.0000
CASHPRO ONLINE IMAGE RETRIEVAL	PER ITEM	0.0000
IMAGE ARCHIVE-90 DAYS	PER ITEM	0.0000
IMAGEDROP PER FILE	PER FILE	7.0000
IMAGEDROP PER ITEM	PER ITEM	0.0000
ARP FULL PPAY MAINT-PAPER SUPP	PER ACCOUNT / PER RECON CYCLE	5.0000
ARP FULL PPAY INPUT PER ITEM	PER ITEM	0.0300
ARP VOID CANCEL ITEMS	PER ITEM	0.0500
ARP RECON OUTPUT FILE	PER FILE	20.0000
CASHPRO ARP REPORTS	PER MONTH PER ACCOUNT	25.0000
ARP REPORTS ADDL DUP ANCILLARY	PER REPORT	50.0000
ACH MONTHLY MAINTENANCE	PER ACH COMPANY ID, PER MONTH	15.0000
ACH POSITIVE PAY ACCT MAINT	PER ACCOUNT	10.0000
ACH OFF US DEBITS	PER ITEM	0.1800
ACH ON US DEBITS	PER ITEM	0.1800
ACH ON US DEBITS-SAME DAY	PER ITEM	0.1800
ACH OFF US CREDITS	PER ITEM	0.0200
ACH OFF US CREDITS-SAME DAY	PER ITEM	0.5000
ACH ON US CREDITS	PER ITEM	0.0200
ACH ON US CREDITS-SAME DAY	PER ITEM	0.0200
ACH ORIGINATED ADDENDA	PER ADDENDA RECORD	0.0500
ACH BLOCKS AUTH INSTRUCTIONS	PER BLOCK AND PER FILTER	0.0000
ACH DEBIT RECEIVED ITEM	PER ITEM	0.0750
ACH CREDIT RECEIVED ITEM	PER ITEM	0.0750
ACH RETURN ITEM	PER ITEM	1.0000
ACH UNAUTHORIZED ENTRY	PER ITEM	4.5000
ACH INPUT-FILE	PER FILE	5.0000
ACH INPUT-ECHANNEL	PER FILE	5.0000
ACH DELETE-REVERSAL BATCH FILE	PER BATCH OR FILE	10.0000
ACH DELETE-REVERSAL	PER ITEM	20.0000
PAYMODE CON TRANSACTION	PER PAYMENT	0.0950
ACH BLOCKS AUTH MAINTENANCE	PER ACCOUNT	10.0000
ACH NOTIF OF CHANGE (NOC)	PER ITEM	1.5000
ACH REPORTS-ELECTRONIC	PER REPORT	2.0000
WIRE MONTHLY SUBSCRIPTION	PER MONTH	128.0000
ELEC WIRE OUT-DOMESTIC	PER WIRE	12.0000
ELEC WIRE OUT-BOOK DB	PER WIRE	6.0000

BANK OF AMERICA 

INCOMING DOMESTIC WIRE	PER WIRE	5.0000
BOOK CREDIT	PER WIRE	1.0000
CASHPRO GP CUST MNT TMPLT STRG	PER ITEM	1.0000
CASHPRO ONLINE PDR ACCOUNT	PER ACCOUNT / PER MONTH	7.0000
CASHPRO ONLINE CDR ACCOUNT	PER ACCOUNT / PER MONTH	10.0000
CASHPRO ONLINE PDR ITEM	PER ITEM STORED	0.0070
CASHPRO ONLINE CDR ITEM	PER ITEM	0.1100
CASHPRO ONLINE SUBSCRIPTION	PER ID/ PER MONTH	0.0000
CASHPRO REPORT EMAIL SCHEDULED	PER EMAIL	0.0000
CASHPRO REPORTING SUBSCRIPTION	PER CO ID / PER MONTH	10.0000
CASHPRO SECURITY ACCESS	PER TOKEN	50.0000
CASHPRO ONLINE RESEARCH ITEM	PER ITEM	0.0000

Exhibit B

Service Description	Frequency	Unit Price
LEDGER OVERDRAFT PER DAY	PER DAY	50.0000
DEPOSIT BANK ASSESSMENT	PER \$1000	0.1461
ACCOUNT MAINTENANCE	PER ACCOUNT / PER MONTH	6.0000
DEPOSITORY+ SUB ACCT MAINT	PER ACCOUNT	4.0000
REMOTE DEPOSIT ACCOUNT MAINT	PER ACCOUNT	50.0000
TFR MASTER ACCT MAINT	PER ACCOUNT	5.0000
TFR SUBSIDIARY ACCT MAINT	PER ACCOUNT	4.0000
INTEREST BEARING ACCOUNT MAINTENANCE	PER ACCOUNT / PER MONTH	6.0000
DEBITS POSTED-ELECTRONIC	PER ITEM	0.0750
CREDITS POSTED-ELECTRONIC	PER ITEM	0.0750
GCS TRANSACTION HISTORY	PER CALL	2.0000
PHOTOCOPY-MANUAL	PER ITEM	5.0000
REMOTE DEPOSIT CKC IMAGE PROC	PER ITEM	0.1500
BANKING CENTER DEPOSIT	PER DEPOSIT	2.5000
QBD-NIGHT DROP DEPOSIT	PER DEPOSIT	1.5000
CURR-COIN DEP-\$100-QBD-ND	PER \$100	0.1500
CURR-COIN DEP-\$100-BKG CTR	PER \$100	0.1000
CHANGE ORDER BKG CTR	PER ORDER	2.5000
COIN SUPP ROLL-BKG CTR	PER ROLL	0.0500
CURR SUPP \$100-BKG CTR	PER \$100	0.0400
BANK BY MAIL DEPOSIT	PER DEPOSIT	5.0000
VAULT DEPOSIT	PER DEPOSIT	1.5000
DEP CONDITIONING-SURCHG-VAULT	PER DEPOSIT	10.0000
CURR DEPOSITED-PER NOTE-VLT	PER NOTE	0.0150
CHECK DEPOSIT-ICL or RDSO	PER DEPOSIT	0.7500
TRANSMISSION MAINTENANCE	PER MONTH	200.0000

BANK OF AMERICA 

IMAGE DEPOSITED ITEMS-ICL	PER ITEM	0.0600
IMAGE DEPOSITED ITEMS-RDSO	PER ITEM	0.0500
CHECKS DEPOSITED-BKG CENTER	PER ITEM	0.0550
CHECKS DEPOSITED-CASH VAULT	PER ITEM	0.0550
CHECKS DEPOSITED-ITEMS PROC	PER ITEM	0.0600
RETURNS-CHARGEBACK	PER ITEM	1.5000
RETURNS-RECLEAR	PER ITEM	2.0000
RETURNS-RECLEAR SERVICES	PER MONTH	0.0000
RETURNS-E-MAIL IMAGES	PER ITEM	0.8000
DEPOSIT CORRECTION-CASH	PER CORRECTION	2.0000
DEPOSIT CORRECTION-NONCASH-RDS	PER CORRECTION	7.0000
ARP PPAY MAINT-NO RECON	PER ACCOUNT / PER MONTH	20.0000
GENERAL DISB CKS PAID-IMAGE	PER CHECK	0.1700
GENERAL DISB CKS PAID-TRUNC	PER ITEM	0.1000
PAYEE POSITIVE PAY MAINTENANCE	PER ACCOUNT	5.0000
PAYEE POSITIVE PAY ISSUE MATCH	PER ITEM	0.0200
POSITIVE PAY EXCEPTIONS	PER ITEM	0.0000
ARP POSITIVE PAY RETURN-OTHER	PER ITEM	10.0000
STOP PAY AUTOMATED<=12 MONTHS	PER STOP PLACED OR RE-ISSUED	4.0000
CASHPRO IMAGE SUBSCRIPTION	PER ACCOUNT / PER MONTH	0.5556
IMAGEDROP FILE MAINTENANCE	PER MONTH / PER ACCOUNT	10.0000
CASHPRO ONLINE IMAGE RETRIEVAL	PER ITEM	0.0000
IMAGE ARCHIVE-90 DAYS	PER ITEM	0.0000
IMAGEDROP PER FILE	PER FILE	7.0000
IMAGEDROP PER ITEM	PER ITEM	0.0000
ARP FULL PPAY MAINT-PAPER SUPP	PER ACCOUNT / PER RECON CYCLE	5.0000
ARP FULL PPAY INPUT PER ITEM	PER ITEM	0.0300
ARP VOID CANCEL ITEMS	PER ITEM	0.0500
ARP RECON OUTPUT FILE	PER FILE	20.0000
CASHPRO ARP REPORTS	PER MONTH PER ACCOUNT	25.0000
ARP REPORTS ADDL DUP ANCILLARY	PER REPORT	50.0000
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ACH OFF US DEBITS	PER ITEM	0.1800
ACH ON US DEBITS	PER ITEM	0.1800
ACH ON US DEBITS-SAME DAY	PER ITEM	0.1800
ACH OFF US CREDITS	PER ITEM	0.0200
ACH OFF US CREDITS-SAME DAY	PER ITEM	0.5000
ACH ON US CREDITS	PER ITEM	0.0200
ACH ON US CREDITS-SAME DAY	PER ITEM	0.0200
ACH ORIGINATED ADDENDA	PER ADDENDA RECORD	0.0500
ACH BLOCKS AUTH INSTRUCTIONS	PER BLOCK AND PER FILTER	0.0000
ACH DEBIT RECEIVED ITEM	PER ITEM	0.0750

BANK OF AMERICA 

ACH CREDIT RECEIVED ITEM	PER ITEM	0.0750
ACH RETURN ITEM	PER ITEM	1.0000
ACH UNAUTHORIZED ENTRY	PER ITEM	4.5000
ACH INPUT-FILE	PER FILE	5.0000
ACH INPUT-ECHANNEL	PER FILE	5.0000
ACH DELETE-REVERSAL BATCH FILE	PER BATCH OR FILE	10.0000
ACH DELETE-REVERSAL	PER ITEM	20.0000
PAYMODE CON TRANSACTION	PER PAYMENT	0.0950
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ACH NOTIF OF CHANGE (NOC)	PER ITEM	1.5000
ACH REPORTS-ELECTRONIC	PER REPORT	2.0000
WIRE MONTHLY SUBSCRIPTION	PER MONTH	128.0000
ELEC WIRE OUT-DOMESTIC	PER WIRE	12.0000
ELEC WIRE OUT-BOOK DB	PER WIRE	6.0000
INCOMING DOMESTIC WIRE	PER WIRE	5.0000
BOOK CREDIT	PER WIRE	1.0000
CASHPRO GP CUST MNT TEMPLT STRG	PER ITEM	1.0000
CASHPRO ONLINE PDR ACCOUNT	PER ACCOUNT / PER MONTH	7.0000
CASHPRO ONLINE CDR ACCOUNT	PER ACCOUNT / PER MONTH	10.0000
CASHPRO ONLINE PDR ITEM	PER ITEM STORED	0.0070
CASHPRO ONLINE CDR ITEM	PER ITEM	0.1100
CASHPRO ONLINE SUBSCRIPTION	PER ID/ PER MONTH	0.0000
CASHPRO REPORT EMAIL SCHEDULED	PER EMAIL	0.0000
CASHPRO REPORTING SUBSCRIPTION	PER CO ID / PER MONTH	10.0000
CASHPRO SECURITY ACCESS	PER TOKEN	50.0000
CASHPRO ONLINE RESEARCH ITEM	PER ITEM	0.0000

Disclosures:
Bank of America has endeavored to provide St Johns County, Florida (the County) with a comprehensive fee schedule based on your current services. Given the number of services and product options available to our clients, it is difficult to determine or anticipate all products and services that may be applicable to the County for future enhancements. Therefore, banking services utilized but not specifically referenced in this proposal will be charged for and appear on the monthly analysis statements.
Pricing for future enhanced services is typically based on multiple factors and can often be more aggressively priced if we understand the total scope of services desired and the associated volumes. Therefore, it is most advantageous for the County to allow mutually negotiated pricing for enhanced solutions to be provided upon mandate and prior to set-up.
Deposit Insurance Assessment (formerly known as FDIC) is subject to change at any time. It is based on an account's average positive ledger balance for the month. The Assessment Fee may include deposit insurance, FICO assessment and other charges provided by law. This charge can be offset with earnings credit on eligible collected balances. The Assessment Fee is computed based upon the current monthly multiple and the average ledger deposit balance. The current monthly assessment factor is .1461 per \$1,000 which equates to 0.175% per annum and is subject to change. The monthly calculation is: Ledger balance divided by \$1,000 x .1461.
Please be advised that your future Account Analysis Statements may include the following fee line item entitled "Balance Related Fee". We are not assessing the Balance Related Fee at the time but we may need to assess this fee as a result of market conditions (e.g., interest rates turn negative) or for other reasons (e.g., costs).
The Reserve Rate, historically at 10%, is currently at zero, but subject to change without notice.
Our ECR and interest rates both are "managed" rates and will move directionally with the market.
The Earnings Credit Rate (ECR) on your account is used to calculate your Earnings Allowance, which is based on your average investable balance. Bank of America bases your EAR on a number of prevailing market indicators and therefore it may vary.
The Collected Overdraft Interest Charge Rate on your account is used to calculate your Collected Overdraft Interest Charge, which is based on your negative collected balance. The rate on your account may vary; and is subject to change. When determining this rate, Bank of America considers a number of factors and generally bases this rate on our Prime Rate plus a margin. The margin may change periodically.
It is the responsibility of the County to review their monthly analysis statement and notify Bank of America of any discrepancies within 45 days of receipt of the analysis statements. Once the County contacts Bank of America, the discrepancies and/or additional charges can be reviewed and a mutually agreed upon price can be applied for these services.
Additional information regarding pricing or fees may be obtained from your Bank of America representative.
Supplies:
Deposit supplies such as deposit slips, endorsement stamps and bags are provided at cost plus shipping and handling, and are subject to change without notice. These supplies can be ordered through our Client Services Center or a vendor of choice. These charges can be assessed to analysis at your request.
o Deposit tickets/slips vary depending upon type. The cost begins at \$26.
o Endorsement stamps (self-inking) start at \$24.
o Deposit bags (plastic, disposable, tamper-evident) vary according to style and size and are shipped 100 per box, starting at \$24.
o Coin and currency wrappers are shipped 1,000 per box, starting at \$10.
o Envelopes are not provided by the bank or its vendor Harland Clarke.