

## **AGREEMENT**

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, (the "effective date") by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and Synovus Bank, a corporation (hereafter referred to as "Contractor"), whose address is 2325 Vanderbilt Beach Road, Naples, Florida 34109

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Invitation to Bid No. 2021-006, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

### ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. 2021-006, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

### ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Manager  
Email:
- ii. with a copy to: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney  
Email:

iii. As to the Contractor: Synovus Bank  
2325 Vanderbilt Beach Road,  
Naples, Florida 34109  
Attn.: LeeAnn Kirwin, Director of Government Solutions  
Email: [LeeAnnKirwin@synovusbank.com](mailto:LeeAnnKirwin@synovusbank.com)

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

d. E-Verify. By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

#### ARTICLE 5. CONTRACT TERM

This term of this Agreement shall remain in effect for a term of three (3) years and may be renewed for (2) two additional, (1) one-year period(s), unless terminated earlier in accordance with terms set forth in the ITB.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

[SEAL]

CITY OF DELRAY BEACH, FLORIDA

By: \_\_\_\_\_  
Shelly Petrolia, City Mayor

ATTEST:

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Lynn Gelin, City Attorney

SYNOVUS BANK

[SEAL]

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person), as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Personally known \_\_\_\_ OR Produced Identification

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of Florida

Pricing Schedule



**ITB 2021-006**  
**Lockbox Services**

**Synovus**

Item #	Item	Qty	Unit	Price	Total	Notes
ITB 2021-006--01-01	Checkfree Electronic Items	2000	month	\$ 0.20	\$ 400.00	
ITB 2021-006--01-02	Checks Only	6000	month	\$ 0.20	\$ 1,200.00	
ITB 2021-006--01-03	Items Returned	50	month	\$ 0.38	\$ 19.00	
ITB 2021-006--01-04	Multiples	2000	month	\$ 0.37	\$ 740.00	
ITB 2021-006--01-05	Standard Item Processed	6000	month	\$ 0.14	\$ 840.00	
ITB 2021-006--01-06	Wholesale Items Processed	8000	month	\$ 0.38	\$ 3,040.00	
ITB 2021-006--01-07	Remittance Images	8000	month	\$ 0.08	\$ 640.00	
ITB 2021-006--01-08	Photocopies	8000	month	\$ 0.25	\$ 2,000.00	
ITB 2021-006--01-09	Research Requests	50	month	\$ 5.00	\$ 250.00	
ITB 2021-006--01-10	Transmission Fee per Record	8000	month	\$ 0.02	\$ 160.00	