ADDENDUM TO TREASURY MANAGEMENT AGREEMENT BETWEEN CITY OF HALLANDALE BEACH AND SUNTRUST BANK

THIS ADDENDUM AGREEMENT is entered into between City of Hallandale Beach, Florida, hereinafter referred to as "City"; and SunTrust Bank, hereinafter referred to as "Bank", for the purpose of supplementing the Treasury Management Master Agreement and The Treasury Management Terms and Conditions entered into by the parties.

WHEREAS, the parties desire to set forth the terms of certain fees during the initial test period; and

WHEREAS, the Bank has agreed to work with City to develop a Community Benefit Program on terms mutually satisfactory to all parties during the term of this Agreement; and

WHEREAS, the parties acknowledge that there are other matters which are not addressed in the standard treasury management agreements which are imperative to the business relationship between the parties; and

WHEREAS, the parties desire to memorialize the additional terms and conditions of their agreement in this Addendum Agreement.

NOW THEREFORE, for good and valuable consideration, the parties agree that this Addendum Agreement is incorporated and made a part of the TM Agreements between City and Bank as follows:

- 1. Bank agrees to waive any and all analysis charges for the period where the initial accounts will be opened, testing occurs and balances may not be sufficient to cover charges (testing period not to extend beyond April 30, 2014).
- 2. Bank agrees to waive the requirement that City maintain a minimum balance in any and all accounts during the initial testing period (testing period not to extend beyond April 30, 2014).
- 3. Bank agrees to waive the Seven Dollar (\$7.00) payroll check cashing fee for non-SunTrust clients who are City employees.
- 4. The City's accounts will be a composite analysis and service fees analyzed on a Quarterly Basis.
- 5. The Bank has committed to explore the feasibility of waiving the transaction fees at the Broward County Credit Union ATM machine located at City Hall. As an alternative,

the Bank will identify SunTrust's personal checking account products that provide ATM fee waivers.

6. Community Benefit Plan:

a. Bank shall conduct Financial Literacy and Well-Being Programs as often as quarterly to benefit the City's employees and residents at a facility provided by the City.

b. Bank will use it best efforts to identify internships and/or mentorships that are available within the SunTrust organization. In the event an internship/mentorship program is not available, the Bank will make recommendations to the SunTrust Foundation for a one-time contribution of the sum of Five Thousand Dollars (\$5,000) to the City's NEED or other training program acceptable to the City.

Both parties understand and agree that the Bank's willingness to consider subparagraph (b) does not imply or constitute a commitment to do so by the Bank.

- The Bank and the City will mutually agree on necessary documentation and online viewing of the City's third party service provider payment account used for worker compensation payments.
- 8. The term of this agreement shall be five (5) years with the option to renew or extend,
- Nothing in the Master Agreement or this Addendum Agreement shall act as a waiver of City's sovereign immunity.
- 10. In the event of a dispute under the terms of the TM Agreements or this Addendum the venue of any litigation shall be Broward County, Florida.
- 11. The parties acknowledge that the City is a governmental entity and as such the authority of the authorized representative might be limited by governing laws of the governmental entity requiring a vote of the governing body prior to the effectiveness of the proposed changes.

[Signatures on the following page]

EXECUTED ON THIS lay of March, 2014.
City of Hallandale Beach
Day Mille
Renee Miller, Can Manager
ATTES HE WAS A STATE OF THE STA
Sheena D. James, Chy Clerk
Approvedtas to legal sufficiency and form
VI Roma
V. Lynn Whitfield, City Attorney
Sun Trust Bank
Authorized Representative