

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20041707

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the utilization for the Utilities Division, of piggybacking from the Lee County Clerk of Courts, of the agreement with Intuition Systems, Inc. for banking services for an estimated yearly amount of \$80,000.00. This contract shall be in effect until June, 2007 with two (2) one (1) year optional renewals. Also, authorize Chairman to execute agreements upon receipt.

WHY ACTION IS NECESSARY: Board approval required.

WHAT ACTION ACCOMPLISHES: This agreement provides remittance processing and other related services through the use of a Retail Lockbox that receives deposits for the payment of water and sewer bills as well transmitting pre-authorized debit files to the bank for processing.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #: CW
 10 Utilities

C10E

3. MEETING DATE:

01-18-2005

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE *AC-4-4*
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Public Works*
- C. DIVISION *Utilities*
- BY: *Rick Diaz, Director*

[Signature]
12/21/04

7. BACKGROUND:

On December 8, 2004, Contracts Management received a request from Utilities to utilize piggybacking from the Lee County Clerk of Courts Office April, 2004 Request for Proposal for Banking Services.

Section 5.0, "Piggybacking", of the Lee County Contracts Manual allows Lee County to utilize the bids/contracts of other governmental entities that have gone through a competitive process.

The Utilities Division and the Contracts Management office have verified the specifications used. As required, permission has been received from the Lee County Clerk of Courts Office and Intuition systems, Inc., to utilize this contract.

Therefore, approval is being requested to utilize piggybacking from the Lee County Clerk of Courts Office contract which has gone through their formal process, for Intuition Systems, Inc., estimated yearly contract amount of \$80,000.00 until June, 2007 with two (2) one (1) optional renewals.

Funding is available in account string: OD5361048700.503190

- Attachments: 1) Request for Proposal
 2) Lee County Clerk of Courts permission to piggyback
 3) Intuition Systems, Inc. letter dated December 8, 2004
 4) Clerk of Court agreement with Intuition Systems, Inc.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	CC	
<i>[Signature]</i>	<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i>	<i>PM 12/25/04</i>	<i>PM 12/25/04</i>	<i>JA 12/25/04</i>	<i>[Signature]</i>	<i>12/27/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *12/28/04*
 Time: *10:40*
 Forwarded To:
Co. Admin
12/28/04

RECEIVED BY
 COUNTY ADMIN:
12/28/04
2:36 pm '04
 COUNTY ADMIN
 FORWARDED TO:
12/27/04
9:10 am

**Lee County Board of County Commissioners
Request for Proposal – 2004**

I. INTRODUCTION

A. Objective

The Lee County Clerk of Circuit Court, acting in his capacity as the Chief Financial Officer of Lee County, a political subdivision of the State of Florida, is accepting proposals from all financial institutions (as defined by Florida Statute, Chapter 280) providing service within the County, to act as the Lee County Board of County Commissioner's (Board) depository bank on a contractual basis.

The objective of the Board's cash management program is to maintain a high degree of efficiency, maximize return and to keep administrative costs to a minimum. This Request for Proposal is intended to identify all qualified financial institutions that can offer the best quality products and services at the lowest possible cost to the taxpayers.

B. Instructions

1. Bank Proposal Conference

A representative from each financial institution wishing to respond to the Clerk's RFP must be in attendance.

2. Sealed Proposals

All responses to this RFP will be submitted in triplicate, in a sealed envelope and must be received no later than May 7, 2004 by 5:00 p.m. and clearly identified as:

Lee County Board of County Commissioner's
BANKING SERVICES PROPOSAL

Mail to:

Ms. Jill R. Maschmeyer
Revenue/Investment Manager
Lee County, Clerk of Circuit Court
P.O. Box 2238
Fort Myers, Florida 33902-2238

Or Deliver to:

Ms Jill R. Maschmeyer
Revenue/Investment Manager
Lee County, Clerk of Circuit Court
Finance Department, 3rd Floor
2115 Second Street
Fort Myers, Florida 33901

3. Response

All financial institutions submitting a proposal for the Board's banking services are required to provide the following:

- a. Proposals must use letterhead bearing the financial institution's name and signed by an officer of the bank.

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- b. Provide a complete listing of contact personnel and phone numbers in the areas of:
- Relationship Management
 - Treasury Management
 - Bank Reconciliation
 - Wire Transfers
 - Vault Services
 - ACH Transmissions
 - Positive Pay Services
 - Lockbox Processing
- c. Bear the bank's corporate seal.
- d. Include the following completed Exhibits as provided within this RFP:
- Exhibit A – Proposal Form
 - Exhibit B – Unit Cost Per Transaction
 - Exhibit C – Balance Required to Support \$1.00 of Services
 - Exhibit D – Exception Form
- e. Each financial institution must submit one (1) original proposal and two (2) copies.
- f. Complete response to all questions in the RFP.

4. Schedule

The Clerk's Office and all participating financial institutions shall adhere to the following time schedule regarding this Request for Proposal:

- a. March 31, 2004 – Distribution of Request for Proposal.
- b. April 13, 2004 - Proposal conference at 10:00 A.M. in the Finance Department's conference room, at the address listed below:

Lee County Administration Building
Clerk of Circuit Court
Finance Department, 3rd Floor
2115 Second Street
Ft Myers, Florida 33901

- c. The proposal conference is intended to provide all participants the opportunity to ask questions and receive clarification on any requirements within the Request for Proposal. All participating financial institutions are requested to contact the Clerk's Finance Department at 335-2300 between 8:00 a.m. and 5:00 p.m. to confirm their attendance no later than Friday, April 9, 2004. No questions or clarifications will be handled outside of this conference.
- d. Sealed proposals are due to the Clerk's Office, Finance Department no later than May 7, 2004, by 5:00 p.m.
- e. May 10, 2004, through May 14, 2004, the Finance Department will evaluate each proposal. By Wednesday, May 19, 2004, the Clerk's Office will notify the financial institution who has been awarded the contract.

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- f. The Clerk's Office will adhere to this schedule as closely as possible. However, the Clerk reserves the right to modify the schedule when he deems it in the best interest of the Board. In the event of schedule changes all participants will be notified in writing.

5. Selection Criteria

The following criteria will be used to evaluate all responses and to select the winning proposal:

- a. The bank must be a Qualified Public Depository as defined in Chapter 280, of the Florida Statutes.
- b. Completed Exhibits A, B, C, and D attached to this the RFP.
- c. The ability to meet current and projected service requirements over the term of the agreement.
- d. Ability to provide various electronic banking services that should include but not be limited to foreign and domestic wire transfers.
- e. Capability of handling daylight overdrafts that may occur from time to time.
- f. Lowest possible price combined with the ability to meet the requirements outlined in this RFP.
- g. The complete and comprehensive response to all questions within the RFP.
- h. Whether all requested materials and agreements are provided.
- i. Physical convenience of branch locations.
- j. Best availability schedule for deposit items.

6. Terms and Conditions

- a. All financial institutions participating in this RFP may be subject to an examination of their facilities and procedures to ensure compatibility with the Clerk's Office's system and procedures.
- b. Upon notification to the financial institution awarded the contract, the Clerk may request a conference. This conference will be intended to coordinate the transfer of funds, establish accounts and to exchange information and all other details necessary in making a smooth transition.
- c. This Request for Proposal contains an estimated number of transactions in Exhibit B. Although, this is the best estimate of the anticipated volume, the Clerk's Office cannot guarantee that such levels will be met or exceeded at any given time.
- d. The Clerk reserves the right to reject any or all proposals, waive any irregularities or formalities in any proposal or in the proposal proceedings, which in his opinion, is in the best interest of the County.
- e. The financial institution awarded the banking contract is required to execute a service agreement with the Clerk of Circuit Court within thirty (30) days of the award notification. If a fully executed contract is not received, the Clerk will notify the financial institution of his intent to award the contract to the next most qualified candidate.

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- f. The contract may be terminated by the financial institution upon written notice to the Clerk of Circuit Court no less than 180 days prior to the effective date of such termination. The Clerk may terminate the agreement with the financial institution upon 30 days written notice prior to the effective date of the termination.
- g. The banking agreement shall be for a period of three (3) years and may be extended for an additional two (2), one (1) year periods by mutual agreement between the Clerk and the institution awarded the banking contract.
- h. The awarded financial institution agrees to provide the services outlined in this Request for Proposal.
- i. The awarded financial institution agrees to maintain the fee structure as outlined in Exhibit B for the full term of this agreement.
- j. Qualified financial institutions must meet the following minimum criteria:
 - Certified as a "Qualified Public Depository" under Florida Statute, Chapter 280.
 - Submit one set of financial statements for the past two fiscal years.

II. ACCOUNT STRUCTURE

The Lee County Board of County Commissioner's currently maintain eighteen (19) accounts for its daily operation (a diagram of this account structure is attached as Exhibit F). These accounts are divided into two main categories identified as Primary and Secondary Accounts. The name and a brief description of each account within these two categories have been provided. The Clerk's Office desires to maintain the same or similar account structure as described below:

A. Primary Accounts

The Board desires to maximize its cash availability through the use of concentration and zero-balance accounts (ZBA). Currently the Board utilizes two (2) Cash Concentration Accounts, six (6) zero-balance accounts which include a retail and wholesale lockbox and one (1) Controlled Disbursement account.

Concentration Accounts

1. **Pooled Cash** - This is the main depository account that initiates and receives the majority of the Board's funds through wire transfers (foreign and domestic), ACH transfers and numerous deposits made on a daily basis from various County Departments. Routinely large dollar wire transfers are initiated through this account for debt service payments and the purchase of securities. A balance of approximately \$1,000,000 is maintained in this account in an attempt to offset the monthly service charge incurred. However, as the short term interest rate environment improves the balance maintained in this account may be significantly reduced.
2. **Airport Revenue** – This account functions as the main depository account for the Lee County Port Authority. The transactions executed through this account are foreign and domestic wires, ACH transactions and several daily deposits. This account periodically initiates large dollar wire transfers for debt service payments and the purchase of securities. On a daily basis the available balance in the Airport Revenue account is transferred to a short term investment.

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Zero Balance Accounts

1. **Lee Way Account** – This account was established specifically to identify the revenue generated by the Lee County automated toll bridge collection process. It receives daily deposits prepared by the County and numerous ACH transactions. (Subsidiary of Pooled Cash)
2. **Toll Facilities** – Deposits made into this account contain a large volume of mixed coin received daily from the operation of the three toll bridges within Lee County. Specific accommodations are required for the processing of these deposits by the Toll Facility Audit Department; which is described in further detail in section III, item J. (Subsidiary of Pooled Cash)
3. **Utilities (Retail Lockbox)** – This account receives deposits for the payment of Water and Sewer bills that are mailed to the lockbox address as well as through the use of pre-authorized debit files transmitted to the bank for processing. (Subsidiary of Pooled Cash)
4. **EMS (Wholesale Lockbox)** – The payments processed through this account are for Emergency Medical Services received from various business and individuals. (Subsidiary of Pooled Cash)
5. **Airport Parking** – The deposits made to this account are from the collections received by a third party that operates the parking facilities at the Port Authority which consists of cash, checks and ACH transactions. (Subsidiary of Airport Revenue)
6. **Page Field** – The transactions deposited into this account consist of cash, check and ACH deposits. (Subsidiary of Airport Revenue)

Controlled Disbursement Account

1. **Controlled Disbursement** – This is the only account within the Board's Primary Account group where checks are issued and the electronic transmission of Payroll and Accounts Payable ACH credits files are transmitted to the bank for processing. (Funded by Pooled Cash)

B. Secondary Accounts

The Secondary group of accounts used by the Board consists of four (4) checking accounts, four (4) project accounts and two (2) Medical and Dental claims accounts.

Checking Accounts

1. **Human Services** – Monthly check issuance from this account is minimal.
2. **County Attorney** – Monthly check issuance from this account is minimal.
3. **DOT Service Center** – This account is utilized for the reimbursement of toll bridge fees. Approximately 150 checks are issued on a monthly basis.
4. **Lee Grows** – This account contains donated funds only. The balance remains low and the number of checks issued each month is minimal.

Project Accounts

1. **Bonita Imperial Road** – The activity in this account is minimal and consists of ACH transactions between Board accounts.

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2. **Bonita Beach Restoration** – The activity consists of ACH transactions between Board accounts
3. **3 Oaks Parkway South** – The activity consists of ACH transactions between Board accounts.
4. **Tax Collector Building Renovation** – The activity consists of ACH transactions between Board accounts.

Medical and Dental Claim Accounts

1. **Aetna Claims** – The account activity consist of daily out going wire transfers and monthly ACH deposits received from the Board's Pooled Cash account.
2. **FSA** – Approximately two (2) transactions occur each month consisting of an outgoing wire transfer and an ACH deposit from the Board's Pooled Cash account.

III. SOPE OF BANKING SERVICES

A. Availability of Funds

The Board will make daily deposits at various branch locations throughout the day. The Clerk desires all deposits received by 4:00 p.m. will be credited to the Board's account.

1. Provide your bank's cutoff time for daily ledger credit for deposits.
2. Will you ensure same day availability of funds for the following transactions:
 - Cash deposits,
 - Incoming wire transfers,
 - Incoming ACH transactions, and
 - Checks drawn on your bank
3. Provide a copy of your current "availability schedule" for checks deposited.

B. Electronic Cash Management Services

The bank will provide Electronic Cash Management Services capable of providing, but not limited to the following information on all Board accounts:

- **Current Day** Balance Reporting (available by 8:00 a.m.)
 Detail Reporting
 Controlled Disbursement (must be available by 10:00 a.m.)
 ACH Reporting
- **Previous Day** Detail Reporting (available by 8:00 a.m.)
- **Stop-Payment** Payment inquiry and stop payment ability
- **Wires** Initiate repetitive and non repetitive foreign and domestic wires
- **Positive Pay** Notification of exception items
 Ability to add new checks issued to the positive pay file
 Ability to remove a check from a positive pay file

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- ACH Transfers Initiate repetitive and non repetitive ACH transfers
ACH return notification

1. Provide information on your Electronic Cash Management service and if the above minimum criteria can be met.
2. Include all hardware and software requirements.
3. Provide your Electronic Cash Management Agreement.

C. Wire/ACH Transfer Services

In an effort to maintain internal control and the security of public funds the Clerk requires dual release for all outgoing wire/ACH transfers. At no time will the Clerk permit or assign the authority to any one individual employee, the capability of executing an outgoing funds transfer independently.

1. Describe in detail your financial institution's security procedures for Electronic Fund Transfers.
2. What is the latest time when an outgoing EFT can be released?
3. Can both foreign and domestic wire transfers be performed through your Electronic Cash Management service?

D. Payroll Direct Deposit

The awarded bank shall have the ability to provide ACH services for the direct deposit of payroll. The bank shall be capable of receiving this data via direct transmission in standard NACHA format, with credit entries directed to the employee's checking or savings account at any participating financial institution. Responses to the following must be included in each proposal:

1. Provide required file format.
2. Provide an ACH Agreement.
3. Instructions for the origination of ACH entries.
4. Describe the security procedures.
5. Instructions for error resolutions in file transmission.
6. Number of days the file must be received prior to the effective pay date.
7. Indicate when the off-setting debit will post to the Board's account.
8. Do you provide ACH return notification through your Electronic Cash Management Services?
9. Provide a list of all hardware and software requirements.
10. Provide a 12 month calendar of all bank holidays.
11. Describe how banking holidays will affect direct deposit transmission dates.
12. Can you provide an electronic acknowledgement of each file transmission that is sent, identifying the total dollar amount of the file and the number of transactions?

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E. Positive Pay Services

The financial institution shall be capable of providing Positive Pay services. Each proposal must include a response to the following:

1. Provide the required file format.
2. Provide a list of all hardware and software requirements.
3. Include a Positive Pay Agreement.
4. Can the financial institution receive a direct data file transmission?
5. What is the frequency in which these transmissions can occur on a daily basis?
6. Can checks issued by the Board be manually entered through the banks Electronic Cash Management Service if the need arises? If not, please provide procedures on how they would be handled.
7. If checks can be manually entered through your Electronic Cash Management Service how long does it take for the Issue File that resides at the bank, to reflect these new items?
8. Can exception items be presented through your Electronic Cash Management Service? If so, specify the time that these items will be available to the Clerk's Office.
9. Provide the latest time the bank will accept a Positive Pay file transmission.
10. Provide the latest time permitted for the Clerk to respond to an exception item.

F. Account Reconciliation and Statements

The bank will provide monthly bank statements and reconciliation services for the accounts specified and for those established during the term of this contract. The following are minimum requirements for this service; indicate if your financial institution can meet the following criteria:

1. Can full reconciliation services be provided for the Board's Controlled Disbursement account?
2. Can the bank provide all cleared checks that occurred during the month in the format specified in Exhibit E?
3. Can the bank provide Board's Pooled Cash and Controlled Disbursement account reconciliation data on one diskette and aggregated by bank account.
4. Can the bank provide monthly statements and the reconciliation diskette within ten business days after the end of the calendar month? If not, please provide an alternative time frame that can be met by your institution.
5. The bank will include all debit and credit memos with each monthly statement.
6. All cancelled checks can be provided to the Board on CD-ROM.
7. Provide details of your imaging service including system features and hardware requirements.
8. Are monthly statements available through the banks Electronic Cash Management product or can they be provided on CD-ROM?

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G. Account Analysis Statements

1. The bank agrees provide a separate monthly Analysis Statement (invoice) for each of the Board's accounts.
2. One monthly summary analysis can be provided showing the combined activity for all accounts.
3. The Analysis Statements can (at minimum) itemize the services provided, volume processed, unit charge and extended totals.
4. The Analysis Statement can be delivered to the Clerk's Office, Finance Department within ten business days after the close of each calendar month.
5. Are monthly Analysis Statements available through the banks Electronic Cash Management product?

H. Daylight Overdrafts

From time to time the Board sends outgoing wire transfers from their Pooled Cash and Port Authority Revenue accounts in amounts as large as \$80,000,000.00. The funds to cover these transactions are requested to be wired from an outside investment source into the Board's account. On occasion, our outgoing wire is ready for processing prior to the receipt of the funds necessary to cover this transaction, thus creating a daylight overdraft.

1. Describe in detail how the above situation is handled by your financial institution and the impact it may have on the Board.

I. Foreign Items

In an effort to encourage foreign travel to the Lee County area, the Board has requested that their bank provide the following:

1. The exchange of foreign coin and currency to the general public for the more common European countries and Canada at the prevailing exchange rate?
2. If this service would have a significant impact on the bid price, please indicate the cost in Exhibit D.
3. Please describe the process required by your financial institution for depositing foreign checks.

J. Toll Facility Deposits

The following procedures will be followed by the Toll Facilities for the preparation and deposit of all Toll bridge revenues.

- Currency Deposits
 - a. All currency will be separated and banded (with currency straps) by denomination and placed in deposit bags.
 - b. The Toll Facilities will provide the vault with a log sheet, listing all deposit bag numbers and the stated value contained in each bag.
 - c. The log sheet will be faxed to the banks vault on a daily basis.
 - d. All Toll Facility deposits will be delivered daily via the Board's courier service to the location specified by the bank.

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- Coin Deposits
 - a. All coin deposits will be transferred to the vault in individual burlap bags, sealed with a lead crimping and a tag indicating the vault box identification number.
 - b. The Toll Facilities will provide the vault with a log sheet listing all coin vault boxes and their estimated value.
 - c. The log sheet will be faxed to the bank on a daily basis.
 - d. All Toll Facility deposits will be delivered daily via the Board's armored car service to the location specified by the bank.

Responses to the following must be included in each proposal.

1. Provide the address of your financial institutions vault where Toll Facility deposits are to be delivered, counted and deposited to the Board's account.
2. Confirm the bank can ensure same day credit for all Toll Facility deposits delivered by 8:00 a.m. If delivery to the banks vault is later than the time stated above, confirm the Board will receive credit for the deposit in the next day's transactions.
3. The vault will count all deposits and return, to the Toll Facility, a copy of the deposit log sheets identifying the validated dollar amounts.
4. The bank will prepare an electronic deposit ticket validating the funds being deposited.
5. The bank will return to the Toll Facilities each day (via the Board's courier) the same number of burlap bags received the prior day, along with a copy of each validated deposit slip.
6. Can the bank confirm the Toll Facility deposits will be counted at a vault located in Lee County for the term of this agreement?

K. Payment for Banking Services

The Board has previously covered service charges through the Compensating Balance method. However, the Clerk reserves the option to pay for these services by the Direct Fee approach if it should prove to be in the best interest of the Board.

1. Compensating Balance Approach
 - Reserve Requirement: The Clerk may propose the use of a non-interest bearing Certificate of Deposit (CD) for the monthly Compensating Balance in order to reduce the Reserve Requirement to zero from ten (10) percent. Using this approach there will be no Reserve Requirement under the proposed arrangement.
 - Calculation to Support \$1.00 of Services/Earnings Allowance (Exhibit C): The earnings allowance will be based on the average bond equivalent yield (BEY) for the weekly three month Treasury bill auction. The banks will use the auction results for the month of January 2004, in completing this exhibit.
 - Monthly Service Charge Calculations (Exhibit B): Complete the unit price for services along with the monthly totals for each line item. In addition, include any fees your institution will assess that may not appear in this exhibit.
2. Direct Fee Approach

The "Average Monthly Cost" represented in Exhibit B will constitute the estimated total cost of services on a monthly basis. Actual monthly charges will be billed to the Clerk's Office,

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Finance Department in a format similar to that of an Analysis Statement. Under this fee arrangement there will be no Reserve Requirement.

L. Wholesale Lockbox Services

The Board currently utilizes a Wholesale Lockbox for the collection and processing of Emergency Medical Service (EMS) payments. A response to the following must be included in each proposal:

1. Provide a Wholesale Lockbox Agreement.
2. Provide the location of the Lockbox site.
3. Can the bank forward all documents, correspondence and provide copies of all checks electronically, on a CD-ROM or sent by overnight mail?
4. What is the bank's average error rate per 1,000 items processed?
5. Is lockbox processing being performed by the bank or by a third party?
6. Provide the operating hours of the lockbox department.
7. What is the deposit cut-off time?
8. What is the last mail pickup time that will be included in the days' deposit?

M. Controlled Disbursement Account

The bank agrees to provide the final dollar amount for the previous day's check presentment (including all over the counter checks) no later than 10:00 a.m. If the final presentment is not available by the time stated above it is agreed that the remaining check presentment will be added to the next day's check presentment balance. Under this arrangement **only**, the Clerk will authorize the bank to directly debit the Pooled Cash account in an amount equal to the daily check presentment. Each proposal must provide a response to the following:

1. What city is your Regional Check Processing Center (RCPC) located?
2. How are over the counter checks handled on a Controlled Disbursement account?
3. The bank agrees to waive all fees for check cashing services on all checks issued to Board employees; that are drawn on the Board's Controlled Disbursement account.
4. Provide the routing transit number and the check specification sheet for this type of account.
5. Provide a Controlled Disbursement Agreement.

N. Accounts Payable ACH/EDI Services

The Board desires to make vendor payments (where possible) utilizing ACH transfers and EDI for invoice notification.

1. Provide the required file format.
2. Provide instructions for the deletion of a file transmission.
3. Can the bank provide an electronic acknowledgement for each file transmission identifying the total dollar amount of the file sent and the number of transactions?

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4. How many days must the bank receive the file prior to effective payment date? If files can be received one day prior to the effective date is there an additional charge?
5. Provide your bank's average monthly EDI/EFT transaction volumes for origination and the average number of accounts and/or customers served.
6. Do you require the use of pre-notifications prior to the transmission of a live ACH payment?

O. Disaster Recovery

In the event of a disaster the availability of information reporting, wire transfers, ACH and payroll services are critical for the emergency operation of the Board.

1. Describe your institutions disaster recovery plan?
2. How do you notify your clients when a contingency situation arises?
3. Rank the order in which the above services will become available in the financial institutions disaster recovery plan.
4. How quickly does the bank expect to resume normal operations following a disaster?
5. In the event of an emergency the Board may need to withdraw cash in the amount of \$100,000.00 (if necessary) from a branch outside the disaster area for emergency operational needs. What are the procedures required for the bank to accommodate a transaction of this type in an emergency situation?

P. Pre-Authorized Debits

Pre-authorized debits are used in conjunctions with the Board's Utility Departments operation.

1. Is the bank capable of receiving and processing pre-authorized debit files?
2. Provide the required file format?
3. How many files can be transmitted to the bank each day?
4. What is the latest time a transmission will be accepted?
5. Can the bank provide an e-mail for each file transmitted confirming the following:
 - Number of records received.
 - Total dollar amount of the batch received.
 - Date payments will be applied to the Boards account.
 - Any errors that have occurred.
6. Provide instructions for error resolution in file transmission.

Q. Retail Lockbox Service

The Board desires to use a Retail Lockbox service for the remittance processing of utility bills. Provide a response to the following:

1. Provide a Retail Lockbox Agreement.

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2. Provide the location of the Lockbox site.
3. How frequently is the mail picked up at the lockbox?
4. What are the operating hours of the lockbox department?
5. Can the bank provide payment detail electronically?
6. Can a fax or e-mail be provided to the Utility Department each day identifying the total deposit amount and number of transactions?
7. All correspondence included with remittance information will be sent via overnight mail to the Board's Utility Department.
8. All payments that do not have a payment stub enclosed will be sent via overnight mail to the Board's Utility Department.
9. Is the Retail Lockbox service being performed by the bank or a third party?

R. Other Banking Requirements

All proposals must acknowledge if the financial institution can comply with the following requirements.

1. All checks deposited to a Board account that are returned due to insufficient, unavailable or uncollected funds shall be re-deposited a second time as a standard procedure.
2. The Clerk can establish additional accounts at anytime utilizing the same fee structure as agreed upon during the contract period.
3. At no time will charges be applied directly against any Board account. All charges will be paid through a Compensating Balance or by Direct Fee, at the option of the Clerk of Circuit Court.
4. All debit and credit memos used to adjust deposit errors (on any account) will be faxed or mailed daily to the Clerk's Office, Finance Department and will contain backup suitable to identify the deposit being adjusted.
5. The bank will honor all over the counter checks drawn on any Board account as they are presented. Prior to refusing payment on any Board check the bank agrees to contact the Clerk's Finance Department.
6. The bank will regard all Board checks that are six months or older (from issue date) to be stale dated and/or non-negotiable.
7. The awarded bank agrees to pass on all fee reductions that may occur in the Federal Reserve pricing structure to the Board for the term of this agreement.
8. Provide the address of all your banking locations in the Lee County area.
9. Provide information on all products offered by the bank that utilize Image Replacement Documents for the process of checks. Include hardware and software requirements and all cost associated with this service.
10. Provide information on the banks Check Conversion products that are available. Include all hardware and software requirements and the cost for this service.

Gail Orio - RE: Intuition

From: "Jill Maschmeyer" <jmaschmeyer@leeclerk.org>
To: "Orlando Figueroa" <ofigueroa@leegov.com>, "Gail Orio" <Gorio@leegov.com>
Date: 12/8/2004 11:41 AM
Subject: RE: Intuition
CC: "Cheryl Carbone" <carboncl@leegov.com>, "Deidra Ball" <Balldd@leegov.com>

As always, the Clerks' Office contracts are available to any government agency, as long as the vendor is in agreement.

Thanks

Jill R. Maschmeyer
Revenue/Investment Mgr
Clerk of Courts, Lee County
Finance and Records Dept
239-335-2311 (phone)
239-335-2362 (fax)

-----Original Message-----

From: Orlando Figueroa [mailto:OFIGUEROA@leegov.com]
Sent: Wednesday, December 08, 2004 9:16 AM
To: Jill Maschmeyer
Subject: Intuition

Jill,

I met with Gail Orio at Contracts Management, who will be in charge of preparing and presenting a Blue Sheet to the BOCC to approve our Piggybacking off the Clerk's bid.

She needs to get a memo, note, or any type of written statement from your office authorizing Utilities to piggyback the contract. It can be an e-mail, or a fax. Something that she can attach to the Blue Sheet as an exhibit for back-up.

It can be sent directly to her, or routed through us.

Thanks

Orlando Figueroa
Utilities Fiscal Manager
ofigueroa@leegov.com
PH: 239/479-8147
FX: 239/479-8176



4700 140th Ave. N., Suite 106

Clearwater, FL 33762

727-524-3611

Intuition Systems, Inc.

December 8, 2004

Lee County Utilities
Ms. Carolyn Andrews
7391 College Parkway
Fort Myers, FL 33907

Dear Carolyn,

Please accept this letter as official authorization for Lee County Utilities to piggyback on the Lee County Clerk's Finance Bid.

If you have any questions, please feel free to give me a call directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathy Wilson".

Kathy Wilson

President

Kathy.Wilson@intuitionsystems.com

CONTRACT
CONTRACT #
Page 1 of 4

THIS CONTRACT is made this 24 day of June, 2004 by and between the ^{Clerk of Court} Lee County, FLORIDA, hereinafter called "OWNER", and Intuition Systems, Inc., doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will provide Lockbox Services in accordance with the Contract Documents.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents.
3. The CONTRACTOR will commence work ~~on~~ ^{when bank accounts are opened and notification is given} ~~on~~ _____ and will provide the services described in the Contract Documents through June 2007 with two (2) one (1) year optional renewals.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS in accordance with the attached Exhibit A and Exhibit B and at the rates identified in Exhibit ~~B~~ B of the Lee County BOCC Request For Proposal distributed in April 2004.
5. This Contract may be terminated by the OWNER for its convenience upon thirty (30) days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by the OWNER after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.
6. The Term "Contract Documents" shall include this Contract along with exhibits, addenda, Contractor's Bid except when it conflicts with any other contractual provision, the Notice to Proceed, the Bonds, and the Bid Package prepared and issued by the Owner. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.
7. Assignment: This Contract may not be assigned except with the written consent of the OWNER, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
8. Disclosure: The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.
9. Administration of Contract: The City Manager or his representative, shall administer this Contract for the OWNER.

CONTRACT
CONTRACT #
Page 2 of 4

10. Governing Law: This Contract shall be interpreted, construed, and governed according to the laws of the State of Florida. The parties agree to venue in Lee County, Florida for any litigation pertaining to this contract.
11. Amendments: No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
12. Payment Procedures: Upon CONTRACTOR'S submission of monthly invoice to the Cashier Coordinator showing the names, types and identification of the various transactions at the rates identified in Exhibit C as submitted for this project, OWNER shall make payments on account of the contract within thirty (30) days of receipt of invoice.

Invoices not paid within 30 days of the receipt date shall be charged interest each calendar day at the stated rate, as hereinafter defined. Should OWNER object to any invoice or portion thereof, OWNER shall pay such invoice under protest. The stated rate means a daily interest rate, the denominator of which is 365 and the numerator of which is equal to twelve percent (12.0%). Said interest shall accrue from the date of the initial billing and shall continue to accrue until invoice is paid in full.

13. Contractor's Representations: In order to induce OWNER to enter into the Contract CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

14. Indemnity: To the extent permitted by law (F.S. 768.28), the CONTRACTOR shall indemnify and hold harmless the OWNER, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract

CONTRACT
CONTRACT #FIN061102-39
Page 3 of 4

5. Invalid Provision: The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
16. ^{Not required} ~~Bonding Requirements~~: ^{Ng} The Contractor shall furnish the ^{Owner} City with a performance and payment bond equal to the amount of the annual cost for the lockbox services.
17. Insurance Without limiting its liability under this Contract, Contractor shall procure and maintain at its own expense during the life of this Contract, professional liability insurance to protect Contractor from claims that may arise out of or as a result of this Contract. Coverage shall have minimum limits of not less than \$1,000,000.00 for each claim with respect to negligent acts, errors or omissions in connection with the professional services to be provided under this Contract and any deductible not to exceed \$100,000.00 for each claim. Contractor shall ensure that the ^{Owner} City receives notification of cancellation of the professional liability insurance coverage not less than thirty days prior to the effective date of such cancellation.
18. Force Majeure Neither party shall be liable for damages for delay in Services herein arising out of causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the government, foreign or domestic terrorists, fires, floods, epidemics, strikes, labor disturbances or freight embargoes (but not including delays caused by subcontractors or suppliers), provided that, in the case of Contractor, Contractor shall within four (4) hours from the beginning of such delay, notify Owner of the cause of delay and Contractor's contingency plant to cure such delay; however, if a delay exceeds a total of five (5) days, Owner may immediately with necessity of further notice, terminate this Agreement. Further, where Contractor is prevented from providing the Services due to a cause listed in this paragraph, Contractor shall use its best efforts to resume Services as soon as such cause ends.

ATTACHMENTS

Exhibit A – 2 Pages

Exhibit B – 4 Pages

Exhibit C – 1 Page

CONTRACT
CONTRACT #
Page 4 of 4

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials this Contract in two counterparts which shall be deemed an original on the date last signed as below written.

(SEAL)
ATTEST:

Patricia J. Gribala

OWNER:

Donna G. Harn
Donna G. Harn
Finance & Records Dept. Director

Jill R. Maschmeyer
Jill R. Maschmeyer
Revenue/Investment Mgr.

June 24, 2004

Date

(SEAL)
ATTEST: NOTARY PUBLIC

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ who is personally known to me OR produced _____ as identification.

Signature of Notary

CONTRACTOR:

INTUITION Systems
Corporation

NATHAN G. ROFF
Signature

Name

CEO
Title

7-21-2004
Date

AFFIX CORPORATE SEAL:

Exhibit A - CONTRACT #

Contractor agrees to provide remittance processing and other enumerated related services for Owner in accordance with the procedures listed below and procedures document in the attached Lockbox Information Sheet(s).

1. A Post Office caller service box will be opened at the Tampa Regional Airport Post Office facility in Tampa, Florida. The actual post office box will be in the name of and owned by Owner, and Owner will grant Contractor exclusive use of the post office box for the term this Agreement is in effect. Mail addressed to the box will be picked up each Contractor business day (Monday through Saturday), opened and the envelope contents reviewed and processed in accordance with the terms of the Agreement.

2. Contractor will open all mail and prepare the remittance coupons and payment checks for processing. Contractor shall not process those items documented below. Unless otherwise agreed upon, all processed checks will be endorsed:

Deposit to the Account of
Client bank Account #
Client Name

3. Contractor is hereby authorized to accept for deposit into Owner demand deposit accounts at Bank all checks, drafts and other items made payable to or endorsed in favor of the Owner or a reasonable variation thereof.

Owner has designated their demand deposit accounts to be used by Contractor for lockbox deposits and adjustments hereunder. The funds associated with the Owner will be deposited into the demand deposit account on the date such checks and remittance coupons are processed by Company, or the next business banking day when such items are processed on a Saturday, Sunday or holiday.

4. All full, partial and multiple payments will be processed on automated remittance processing equipment utilizing Optical Character Recognition technology.

- A. All billheads will contain a billing data line printed in OCR-A font and correctly positioned according to specifications agreed upon in writing between Contractor and Owner.
- B. A batch of payment records listed on the computer tape will consist of no more than 300 records containing 300 payments.
- C. At the time the mail is opened, each of the following will be separately sorted, batched together and handled as follows:
 - 1. Standard item payments and billheads will be processed.
 - 2. Any payment not accompanied by a billhead but with a valid account number will be processed.
 - 3. Any billhead accompanied by correspondence from the customer will be processed, and all documentation will be sent to the Owner. If available, the customer account number will be written on those items that do not otherwise identify the customer.

Exhibit A - CONTRACT #

4. All billheads received with address changes indicated will be processed as regular payments but will be out-sorted and assigned a separate batch. The billheads will be bundled separately and sent to the Owner.
 5. Cash payments will be converted to substitute documents and handled as exception transactions.
 6. Any payment not accompanied by a billhead or customer account number will be reinserted into the original envelope and sent to the Owner.
5. The next business day after the payment mail is opened and/or processed, the unprocessed billheads, for reasons set forth in this Exhibit A, will be delivered to Owner by Courier. This delivery will include daily hard copy reports, all billheads separated into batches with changes of address, correspondence, a copy of the deposit slip, and all payment summaries.
6. Items not to be processed but to be forwarded to Owner.
- A. Items payable to any other corporation, partnership, or trade style, other than Owner, or some reasonable variation thereof, whether endorsed to Owner's order or not.
 - B. Any billhead received without a payment.
 - C. Multiple checks with multiple billheads that cannot be readily matched or balanced.
 - D. Any billhead that fails the check digit routine test.
 - E. Any illegible payments.
 - F. Credit card payments.
7. Contractor will maintain a microfilm or image record of all items, checks and remittance coupons which are processed by Contractor for a period of seven (7) years. Upon request, copies of microfilmed payment records, or those maintained digitally or on CD, will be sent to Owner within 48 hours of the request.
8. If the handwritten amount on a payment differs from the numeric amount, the amount which agrees to the invoice will be accepted.
9. Owner will notify Contractor at least sixty (60) days in advance of any change in the form of its customer payments, invoices, and envelopes or in the regular monthly mailing schedule of such documents.

InTuition Systems Inc.

Lockbox Information Sheet

DATE July 1, 2004

PREPARED BY: Carolyn Andrews

Exhibit B

Customer Name:	Lee County Utilities
Address	7391 College Parkway
Address	
City, State, Zip	Fort Myers, FL 33907
Phone	(239) 936-0247
Email Address	- LCUCUSTSERV@LEEGOV.COM

TYPE OF ACCOUNT:	
RETAIL	<input checked="" type="checkbox"/>
WHOLESALE	<input type="checkbox"/>
ATTACH PHOTOCOPY OF REMITTANCE DOCUMENT AND MAILING ENVELOPE	

PROCESSING VOLUMES			
Please Provide Monthly Volumes			
	Average Day	Minimum Day	Peak Day
# of Full Payments	1,919	271	4,711
# of Partial Payments			
# of Multiples			
# of Checks Only	1,919	271	4,711
Rejects	62	3	209
# of Returns			

Unable to determine full or partial payments or multiples from current lockbox input file. Returns are managed by the bank and the utility.

DATA TRANSMISSION INFORMATION

MODEM TO MODEM (ASYNC) FTP
MODEM TO MAINFRAME (SYNC)
INTERNET EMAIL

PREFERRED DAILY TRANSMISSION DEADLINE:

Standard transmissions are one transmission per day, Monday thru Friday.

(Please document customer request if it is different from the above)

DEPOSIT INFORMATION

One lockbox deposit to one account per day.

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If "NO" indicate the customers requirements below.

Please provide contact name and phone # for the re-ordering of deposit tickets.

Name: Phone #:

Daily Deposit Notification from lockbox to client

Email Email address is as follows:
Fax
None

STANDARD EXCEPTION TYPES

PAYMENTS	REJECT	PROCESS
Wrong Payee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-Exact Payments	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Credits	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Out of Balance Multiples	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Balanced Multiples(exact/non-exact)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Checks only with acct number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cash Payments (if process is selected cash will be converted to a money order)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

unless difference is greater than \$500.00.

Please provide valid "PAYEE" names below:

Lee County Utilities, LCU, Lee County Water, Lee County
 GES, GES, Inc. Gulf Environmental Services, Inc.
 BOCC, Board of County Commissioners, Lee County BOCC
 Florida Cities Water, FCWC, Gulf Utility, Gulf Utilities

If client has additional exception types, please indicate below.

POST OFFICE INFORMATION

P.O. BOX NUMBER P.O. Box 30738
CITY, STATE Tampa, FL 33630-3788

BANK INFORMATION

BANK ACCOUNT # _____
BANK NAME: Bank of America

DAILY CLIENT REPORTS

Diskette _____
Email X
Hardcopy _____

EMAIL ADDRESS LCUCUSTSERV@leegov.com
(1 to 3 Allowed) DDAUGHERTY@leegov.com
MILLERLA@leegov.com

DAILY DELIVERY OF LOCKBOX PACKAGE

U.S. Mail _____
InTuition Courier _____
Overnight Express X

DAILY DELIVERY ADDRESS

Attn: Customer Service
Address 7391 College Parkway
City/State Fort Myers, FL 33907

Please list any other client requirements that are not included in this information sheet below.

- 1. #9 window return envelope, back of payment stub faces window with Tampa address in window. OCR line containing account#, check digit and payment due amount on reverse side. Example enclosed.
- 2. File format in text file following exact layout of example file with total as last record. Example & payment stubs enclosed. ~~File maybe emailed also for your review.~~

* DUPLICATE BILL *



LEE COUNTY UTILITIES

REMIT: BOX 30738
TAMPA, FL 33630
(239) 936-0247
(800) 485-0214

Account Number: 0101704-5 Please pay by Jul 19, 2004

\$22.01

CAROLYN B ANDREWS

Residential

Service Address
17485 LEBANON RD
FT MYERS, FL

Service from May 25 to Jun 24, 2004
Billing Date Jun 30, 2004

Meter Number	Rate Type	No of Days	New Meter Read	Last meter read	Multiplier	Usage
2092071	RES	30	608	602	1	6

Your meter was read On Jun 24, 2004

Previous Balance	25.29	
Payments as of Jun 24, 2004	-25.29	
Unpaid previous bal. *** <i>(See Below)</i>		\$.00

Your average cost of service during this period was \$0.73 per day.

Total charges:	Water-Residential	8.45	
	Chgs in 1,000 Gal 6.00 x \$02.2600	13.56	
	Wellfield Resid. Dev Surcharge 6.00	.00	
Total Charges			22.01

Your past usage:

Other charges		
Total other charges		.00

Bill Month	Usage	No. of days	Use per day
Jun 04	6.00	30	
May 04	7.00	32	
Apr 04	7.00	30	
Mar 04	14.00	24	1
Jan 04	8.00	36	
Dec 03	13.00	28	
Oct 03	7.00	29	
Sep 03	7.00	28	
Aug 03	6.00	30	
Jul 03	8.00	37	
Jun 03	7.00	29	
May 03	7.00	28	
Apr 03	9.00	31	
Mar 03	5.00	28	

Total Balance \$22.01

Please pay by Jul 19, 2004 \$22.01

BALANCE TO BE DEDUCTED FROM BANK ACCOUNT ON DUE DATE.

Keep this portion for your records. Please see reverse for important information.

Please return this portion with your payment.



LEE COUNTY UTILITIES

REMIT: BOX 30738
TAMPA, FL 33630
(239) 936-0247
(800) 485-0214

Account Number: 0101704-5 Please pay by Jul 19, 2004

\$22.01

Automatic funds transfer - DO NOT PAY



CAROLYN B ANDREWS
17485 LEBANON RD
FORT MYERS FL 33912-2906

01017045 000000002201 000000002201 071904

Acct#
ck dist
part
date

FUNBIN.DAT

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EXHIBIT B

**Lee County Board of County Commissioners
Request For Proposal
April 2004**

Unit Cost Per Transaction

SERVICE PROVIDED	Avg Mo Volume	Unit Cost	Extend Monthly Cost
GENERAL SERVICES			
Checks Paid	719		0.00
Deposits/Credits	930		0.00
Deposited Items-Chg'd back	81		0.00
Rolled Coins	28		0.00
Disposable night bags	12		0.00
Lockable night bags one key	1		0.00
Redeposit Items	123		0.00
Cash Deposit Fee	7,181		0.00
Deposit Corrections	2		0.00
Change Orders	8		0.00
Account maintenance	14		0.00
Deposited Items	17,427		0.00
Total General Services			0.00
ACH			
Miscellaneous Items Paid	211		0.00
File Processed	31		0.00
File or Item Update	1		0.00
Deposits	466		0.00
Maintenance	4		0.00
Items Originated -PPD Debit	7,264		0.00
Items Originated -PPD Credit	4,071		0.00
Items Originated -CCD Credit	19		0.00
ACH Returns	20		0.00
Notifications of Change	5		0.00
ACH Originated Items	8		0.00
Total ACH			0.00
Controlled Disbursements			
Checks Paid	4,860		0.00
Monthly Maintenance	1		0.00
Total Controlled Disbursements			0.00
Integrated Payables and Receivables			
Returns Reporting Faxed Reports	33		0.00
Total Integrated Payables & Receivables			0.00
Image			
Paid Check Image Maintenance	2	0.0000	0.00
Paid Check Image: CD ROM Per Item	5,442	0.0000	0.00
Paid Check Image: CD ROM Per CD	2	0.0000	0.00
Total Image			0.00

SERVICE PROVIDED	Avg Mo Volume	Unit Cost	Extend Monthly Cost
INVISION			
Stop Payments	21		0.00
Inquires	9		0.00
Package	1		0.00
Pkg Accounts	20		0.00
Pkg Previous Day Online Reporting	23		0.00
Pkg CD Detail Reporting	22		0.00
Pkg ACH Reporting	80		0.00
Total Invision			0.00
Cash Services			
Disposable Bags Processed	119		
Coin deposited-Rolled	19		0.00
MC-Cash Deposit Processing Coin Bag	122		0.00
Deposit Corrections	72		0.00
Coin Vaults	771		0.00
Cash Deposit Processing	17,133		0.00
Total Cash Services			0.00
Reconciliation			
Outstanding Issue Items on File	1,230		0.00
Positive Pay Monthly Maint	2		0.00
Full Reconciliation Per Item	5,498		0.00
ARP Trans Fax Acknowledgement	1		0.00
Manual Data Entry Per Item	100		0.00
Acct Reconciliation Output diskette	1		0.00
Full Recon Monthly Maintenance	2		0.00
Postage/Mailing - 1st Cl, UPS, Priority	1		0.00
Total Reconciliation			0.00
Retail Lockbox			
Monthly Maintenance	1	0.0000	0.00
Items Processed	34,065	0.1050	3,576.83
Partial Payments	1,872	0.2100	393.12
Multiple Items	3,795	0.2100	796.95
Non Processable Items	1,590	0.1800	286.20
Data Transmission Maint	1	200.0000	200.00
Items Transmitted	34,102	0.0000	0.00
Cash Handling	2	3.5000	7.00
Incoming Overnight Mail	3	0.0000	0.00
OCR Scan Line Rejects	624	0.0000	0.00
Research Items	1	8.0000	8.00
Fax Monthly Maint	1	0.0000	0.00
Return Documents	34,091	0.0000	0.00
Table Monthly Maintenance	1	0.0000	0.00
Tampa Dep Items	31,282	0.0000	0.00
Total Retail Lockbox			5,268.10
Wire Transfers			
Funds Transfer Intl Non-Repetitive	5		0.00
Funds Transfer Non-Repetitive	1		0.00
Book Transfer	11		0.00
Incoming Wire	22		0.00
Outgoing Repetitive	72		0.00
Total Wire Transfers			0.00

SERVICE PROVIDED	Avg Mo Volume	Unit Cost	Extend Monthly Cost
Wholesale Lockbox			
First Class Postage Per Item	2,854		0.00
Items Processed/Wholesale Item w/photo	1,310	0.4000	524.00
Correspondence Handling/Non deposited Item	1,543	0.1800	277.74
Wholesale Maint	1	0.0000	0.00
Deposited Items	1,280	0.0000	0.00
Post Office Box Rental/Annual	0	0.0000	0.00
Post Office Returned Mail	767	0.1800	138.06
Check Image/Photocopy	940	0.1500	141.00
Deposit Prep Charge	16	0.0000	0.00
Restrictive Processing	1,058	0.1000	105.80
Total Wholesale Lockbox			1,186.60
Zero Balance Acctg			
Master Account Maintenance	2		0.00
Sub Account Maintenance	6		0.00
Total Zero Balance Acctg			0.00
Other			
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Total Other			0.00

- A.) Monthly Cost
- B.) Bal required to support \$1.00 of Services (Exhibit C)
- C.) Required Monthly Compensating Balance (A x B)

Jill R. Maschmeyer, Finance Division
Lee County Clerk of Circuit Court
P. O. Box 2238
Fort Meyers, FL 33902-2238

July 21, 2004

Enclosed contract contains signature and corporate seal. Upon execution of this contract, please provide us with a copy. Thank you in advance.

Nathan Groff, CEO
Intuition Systems