



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
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May 17, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

SUBJECT: Pell Grant Refund Program
Prepaid Card Access Agreement
SunTrust Bank

On January 10, 2011, Marchman Technical Center students began receiving Federal financial aid in the form of Pell Grants for tuition and fees. Federal regulations dictate any unused grant awarded to a student must be refunded to that student.

The Finance Department is requesting permission to enter into the Prepaid Card Access Agreement (attached) with SunTrust Bank for the issuance of Pell Grant refunds. The agreement has been reviewed and approved by Nancy Alfonso, District School Board attorney. This is a five-year agreement, renewable annually, at the mutual consent of parties. The funding of the prepaid debit cards will come from Pell Grants. The cost to the District will be a one-time set-up fee of \$250 and \$3.95 per card ordered.

It is my recommendation to enter into this agreement beginning on May 18, 2011 and continuing through May 17, 2012.

KDG/vj

Attachments

District Wide Accreditation • Southern Association of Colleges and Schools

Date/Time: May 11, 2011 08:35:00



PREPAID CARD ACCESS AGREEMENT

This Prepaid Card Access Agreement (the "Agreement") is entered into by and between District School Board of Pasco County ("Customer") and SunTrust Bank (the "Bank").

WHEREAS, Customer desires to provide SunTrust Visa Prepaid Cards to Cardholders at the direction of Customer; and

WHEREAS, Customer has requested access to a function within the Visa DPS Prepaid Administration Tool through the Bank by Customer's Authorized Representatives to order, fund and activate such SunTrust Visa Prepaid Cards under the terms of this Agreement;

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

1. Definitions:

- (a) "Account" means the Customer's deposit account at the Bank described in Schedule B.
(b) "Application" means the function within the Visa DPS Prepaid Administration Tool application that allows Customer to order, fund and activate the Cards.
(c) "Authorized Representatives" means those individuals designated by Customer on the attached Schedule A as authorized to access the Application on Customer's behalf to order, fund and activate Cards.
(d) "Card" or "Cards" means the SunTrust Visa Prepaid Cards provided by the Bank at the direction of Customer for use by Cardholders.
(e) "Card Charges" means the monetary value directed to be funded to the Cards by the Customer through the Application plus any associated Fees described in Schedule B.
(f) "Cardholders" means those persons to whom Customer has delivered, or directed the delivery of, Cards ordered, funded and activated under this Agreement.
(g) "Confidential Information" means the passwords and other information associated with the Application provided by the Bank to Customer and its Authorized Representatives.
(h) "DPS" means the Visa debit processing system, the Bank's processor for Bank's Visa Prepaid Card Program.
(i) "Program Administrator" means the person described in Schedule A as the person authorized by Customer to perform all administrative tasks for the ordering, funding and activation of Cards including, but not limited to, managing, deleting and adding Authorized Representatives.
(j) "Terms and Conditions" means the SunTrust Prepaid Card Program Terms and Conditions that govern the Card program.

2. Card Design and Distribution. The Bank shall provide Cards ordered and in the manner directed by Customer's Authorized Representative with the design requirements all as detailed on Schedule A. The Bank will provide the Cards so ordered in separate envelope for each card along with the Terms and Conditions, to which all Cards, Customer and Cardholders shall be subject. The Bank will deliver the Cards to either Customer or the Cardholders directly at the location or locations, and in the manner, specified in Schedule A.

3. Application Access. The Bank hereby grants Customer's Authorized Representatives the right to access and use the Application through the use of an internet browser solely for the purpose of ordering, funding and activating the Cards and not for the benefit of anyone other than the Customer. Customer agrees that the Cards will be funded in amounts not to exceed amounts detailed on Schedule A. The Application shall be available to Customer seven (7) days a week, twenty-four (24) hours a day. The Bank shall provide passwords to each Authorized Representative and shall have the right, in its sole discretion, to change the passwords upon notice to Customer in the manner provided in Schedule A.

4. Activating/Funding Cards and Deactivating Cards. The Authorized Representative(s) of the Customer are granted access to the Application to enter the account numbers and amounts for each Card to be funded. Application orders can be placed by Customer's Authorized Representatives seven (7) days a week, twenty-four (24) hours each day. Activated and funded Cards may be deactivated upon Customer's request in which case all funds remaining on such deactivated Cards, less any applicable Fees, will be removed and placed in the Account.

5. Payment Terms and Monthly Statements. New cards shall be purchased pursuant to the fees outlined in Schedule B. The Customer hereby authorizes the Bank to debit the Account on each such day for the amount of the Card Charges incurred on that day. In addition, Customer shall pay the fees set forth in Schedule B ("Fees") in the following manner. The Bank shall provide The Customer monthly statements by email attachment describing the fund transfers from the Account for payment of the Charges and Fees. In addition, Customer shall have access to on-line daily reports.

6. Responsibility and Confidential Information. The Customer is responsible for its use of the Application and the activities of its Authorized Representatives. The Customer will not, and will not permit any Authorized Representative, employee, agent, or other third party to undertake any action intended to interfere with the effective operation of the Application or violate any applicable law or regulation in connection with this Agreement. The Customer has designated in Schedule A the Program Administrator for

COPIES REVIEWED AND APPROVED: kab 4/29/11



PREPAID CARD ACCESS AGREEMENT

the purpose of managing the Card program and the Authorized Representatives. The Program Administrator shall provide the Bank written notice of any deletions or additions to the list of Authorized Representatives described in Schedule A. The Customer agrees to maintain the confidentiality of the Confidential Information and to keep the Confidential Information secure as it would for its own confidential information and to notify the Bank immediately if it learns that any Confidential Information has been compromised. The Customer will indemnify and hold harmless the Bank and its officers, directors, and employees from any claim or damage sustained by the Bank as the result of any breach of this Section 6.

7. **Warranties and Liability.** THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES DESCRIBED IN THIS AGREEMENT OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS THE SAME. THE BANK MAKES NO WARRANTY OR GUARANTY THAT USE OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, LOSS OF DATA WILL NOT OCCUR, REQUESTS WILL BE DELIVERED IN A TIMELY FASHION, OR THE INFORMATION PROVIDED THROUGH THE APPLICATION IS ACCURATE, COMPLETE OR CURRENT. FURTHER, THE BANK MAKES NO WARRANTY OR REPRESENTATION REGARDING THE USE OF THE CARDS BY CUSTOMER AND ITS PURPOSES AS SET FORTH ON SCHEDULE A AND FOR NO OTHER PURPOSE.

Limitation on Liability. In no event shall the Bank be liable to Customer for indirect, incidental, consequential, punitive, special or exemplary damages (even if that party has been advised of the possibility of such damages), arising from performance under or failure of performance of any provision of this Agreement (including such damages incurred by third parties), such as, but not limited to, loss of revenue or anticipated profits or lost business, unless such breach is as a result of the Bank's gross negligence or willful misconduct.

8. **Indemnification.** The Customer agrees to indemnify and hold the Bank harmless from and against any and all losses, expenses, liabilities, claims, rights and entitlements of any kind and description (including, without limitation, reasonable attorneys' fees), irrespective of the theory upon which based (including, without limitation, negligence and strict liability), the Bank may suffer or incur as a result of any claims, demands or actions against the Bank by third parties arising out of any acts or omissions of Customer including, without limitation, (i) the breach of any of the provisions of this Agreement, (ii) Customer's negligence or other tortious conduct, or (iii) violation by Customer of any applicable federal, state or local law, regulation or order.

9. **Customer Warranties and Representations.** The Customer warrants and represents that (a) it is duly qualified, authorized and licensed to do business and to carry out the obligations under this Agreement, (b) this Agreement does not violate any law, regulation, or agreement to which it is a party, (c) in fulfilling the obligations under this Agreement, it shall fully and completely comply with all applicable federal, state, and local laws, (d) it shall use the Card solely for its purposes as set forth in Schedule A and for no other purpose, (e) it shall include the Terms and Conditions with each Card it delivers to Cardholders, and (f) it shall not resell the Cards at any time and for any purpose whatsoever.

10. **Notices.** Unless otherwise specified herein, all notices and other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by pre-paid, first class, certified or registered mail, return receipt requested, addressed to the intended recipient thereof at the address appearing below. Any such notice shall be deemed to have been duly given immediately (if delivered personally) or five (5) days after mailing. Either party may change the address to which notices, demands or other communications shall be mailed or sent by giving notice to the other party in the manner provided herein.

To the Bank: SunTrust Bank
Attn:
303 Peachtree Center Ave., NE
Suite 300
Atlanta, GA 30303
404-658-4132

To Customer: See Schedule A.

11. **Termination.** The term of this Agreement begins on the date this Agreement is signed by both parties and continues for not longer than five years, renewable annually, or until terminated by either party by giving at least thirty (30) days prior notice to the other party. The Bank may suspend Customer's access to the Application at any time without notice if the Bank reasonably believes that (a) Customer has violated any term of this Agreement or (b) Customer has interfered with the operation of the Application. Upon termination, Customer shall return all unused Cards, if any, to the Bank. Termination or suspension of this Agreement shall have no effect with respect to Cards that are activated and funded prior to such termination or suspension; however, reloading Cards is not permitted after the Agreement is terminated or suspended.

CONTRACT REVIEWED AND APPROVED:



PREPAID CARD ACCESS AGREEMENT

12. **Governing Law and Jurisdiction.** Except to the extent Federal law is applicable, the interpretation, effect and validity of this Agreement shall be governed by the laws of the State of Florida. The parties irrevocably consent and submit to personal and subject matter jurisdiction in the state and federal courts in Florida and to venue in Orange County, Florida, for any and all claims in connection with any action or proceeding arising out of or relating to this Agreement. The parties irrevocably consent to the service of process in such actions and irrevocably waive any objection to venue or objection in the nature of forum non-conveniens that either party may have.

13. **Severability.** If any provision of this Agreement is finally held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent such invalidity or unenforceability shall not deprive either party of any material benefit intended to be provided by this Agreement, all of the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties.

14. **Survival.** Sections 6, 7, 8, 9 and 12, and all other provisions of this Agreement which may reasonably be interpreted or construed as surviving the termination thereof, shall survive the termination of this Agreement.

15. **Merger Clause.** This Agreement together with Schedules A and B constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and all prior negotiations, agreements and understandings whether oral or written, are superseded hereby.

16. **Amendment.** This Agreement supersedes all prior agreements, written or oral between the parties with respect to the subject matter hereof. This Agreement and the rights and obligations under it may not be modified, amended or waived, whether in whole or in part, except by a writing signed by both parties. Any waiver of this Section 16 must be in writing signed by both parties.

17. **Non-assignability.** Any attempt to assign in violation of this Agreement shall be null and void; provided, however, the Bank may assign this Agreement without consent, but with notice, to an affiliate or to a successor through merger, sale or other reorganization.

18. **Counterpart.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

19. **Waiver.** Any delay, waiver or omission by the parties to exercise any right or power arising from any breach or default of the other party in any of the terms, provisions, or covenants of this Agreement shall not be construed to be a waiver by such party of any subsequent breach or default of the same or other terms, provisions, or covenants on the part of the other party.

The parties have caused this Agreement to be executed by their duly authorized representative as of the date set forth below.

SUNTRUST BANK

CUSTOMER NAME: District School Board of Pasco County

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

CONTRACT REVIEWED AND APPROVED: Kay 4/29/11



SCHEDULE A

Customer: District School Board of Pasco County

TIN: 59-6000792

Address for Notices under the Agreement: 7227 Land O'Lakes Boulevard; Land O'Lakes, FL 34638

Customer Name: District School Board of Pasco County

Customer Address: 7227 Land O'Lakes Boulevard; Land O'Lakes, FL 34638

Address(es) for Card Delivery: 7227 Land O'Lakes Boulevard; Land O'Lakes, FL 34638

Address for Password Change Notices: 7227 Land O'Lakes Boulevard; Land O'Lakes, FL 34638

Statement of Use(s) for the Cards Ordered and Funded: Student Disbursements

Non-Reloadable cards have a maximum load per card of \$500.00. Reloadable cards have a maximum load per card of \$5,000.00. Reloadable Cards may be reloaded from time to time, provided the resulting Card balance at the time of each reload cannot exceed \$8,000.00.

PLEASE FILL IN THE NAMES, ADDRESSES AND PHONE NUMBERS AND IDENTIFY THE PROGRAM ADMINISTRATOR (PA) AND THE AUTHORIZED REPRESENTATIVE(S) (AR)

Name	Signature	Address
Tammy Taylor		7227 Land O'Lakes Boulevard; Land O'Lakes, FL 34638
Phone	E-Mail	PA / AR
813.794.2274	ttaylor@pasco.k12.fl.us	PA/AR

Name	Signature	Address
John Simon		7227 Land O'Lakes Boulevard; Land O'Lakes, FL 34638
Phone	E-Mail	PA / AR
813.794.2268		PA/AR

Name	Signature	Address
Phone	E-Mail	PA / AR

Name	Signature	Address
Phone	E-Mail	PA / AR

Additional boxes are available on next page.

CONTRACT REVIEWED
AND APPROVED:
Kathy 4/29/11



PREPAID CARD ACCESS AGREEMENT

Name	Signature	Address
Phone	E-Mail	PA / AR

Name	Signature	Address
Phone	E-Mail	PA / AR

Name	Signature	Address
Phone	E-Mail	PA / AR

Name	Signature	Address
Phone	E-Mail	PA / AR

Name	Signature	Address
Phone	E-Mail	PA / AR

Name	Signature	Address
Phone	E-Mail	PA / AR

Card Name (if embossed):

Card Design:

Card: Non-Reloadable Reloadable

CUSTOMER NAME: District School Board of Pasco County

By:

Date:

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Katy 4/29/11
Page 5 of 6



PREPAID CARD ACCESS AGREEMENT

SCHEDULE B

Account Number: 1000136022158

Name on Account: District School Board of Pasco County

Fees: One-Time Set-up Fee: \$250.00

Per Card Fee: \$3.95

Ultragraph/Co-Branded Card Image Fee: \$150.00

Unload Fee - \$1.00 per Card (for Cards deactivated in accordance with Section 4 of the Agreement)

Card Reload Fee - \$1.00 per Card (waived if source of funds resides in a SunTrust deposit account)

Custom Carrier Fee – Quote available upon request

Custom Activation Sticker Fee – Quote available upon request

Custom Reports – Quote available upon request (based upon the rate of \$75 per hour)

Shipping (direct to cardholder via USPS): \$0.00

Shipping (FedEx/signature required): See Table Below

# of Cards Shipped	Price
1 - 100	\$21.00
101 - 300	\$35.00
301 - 500	\$50.00
501 - 1000	\$91.00
1,001 – 1,500	\$140.00

Customer Name: District School Board of Pasco County

By:

Date:

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