



Unincorporated Organization Certificate of Authority
(Commercial Credit Card Account)

I, the undersigned, hereby certify that I am the Board Chair and custodian of the records of The School Board of Sarasota County, Florida (the "Organization"), that the following is a true and correct copy of certain resolutions duly adopted by the board of trustees or other governing body of the Organization at a meeting duly held on the 5th day of September, 2017 at which a quorum was present and acting, and that the following resolutions are in conformity with the charter and by-laws of the Organization and have not since been rescinded or modified.

RESOLVED that the Organization enter into a commercial credit card account ("Card Account") relationship with SunTrust Bank ("Bank") and that any 4 (number required) of the individuals listed below:

Table with 2 columns: Print Name, Title. Rows include Todd Bowden (Superintendent), Mitsi Corcoran (Assistant Superintendent-Chief Financial Officer), Carrie Hannabass (Treasurer), and Valerie Maggi (Accounting Supervisor).

Is (are) authorized to enter into, and execute and deliver on behalf of this Organization any agreements, documents, or other instruments the Bank may require in order to establish and administer the Card Account, and that this Organization shall be bound by the terms and conditions of said agreements, documents, or other instruments as the same may be amended from time to time.

FURTHER RESOLVED, that the undersigned is (are) authorized and directed to furnish the Bank a certified copy of these resolutions, which resolutions shall continue in full force and effect until written notice of modification or revocation of the same has been received by the Bank and the Bank has had reasonable time to act on such notice, and to furnish to the Bank the names and specimen signature of the authorized person(s) named herein, and those persons from time to time holding such positions.

I hereby certify that the following are the names and specimen signatures of the authorized person(s) designated in the foregoing resolutions and that each presently holds that title indicated and has full authority for all acts noted herein.

Table with 3 columns: Print Name, Title, Signature. Contains the same names and titles as the previous table, plus handwritten specimen signatures for each individual.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of said Organization this ___ day of _____

(Organization Seal)

Signature

Title



| | | | |
|---|-------------------------|---|--------------------------|
| Company The School Board of Sarasota County, Florida | | State of Company's Organization FL | |
| Attention Financial Services Department/Attn: Beth Baranowski | | | |
| Street Address 1960 Landings Blvd | City Sarasota | State FL | Zip Code 34231 |
| Company's Authorized Signature: | | Company Signature Date: 09/05/2017 | |
| Name of Company's Authorized Signatory: Caroline Zucker | | | |
| Title: Board Chair | | | |
| Accepted by SunTrust Bank (signature): | | Effective Date: (To be Completed by SunTrust) | |
| Name & Title: | | | |
| By signing above, both SunTrust and Company agree to the following <u>AMENDMENT</u>. | | | |

WHEREAS, the Company and SunTrust are parties to a Commercial Card Agreement (the "Agreement"); and

WHEREAS, the Company and SunTrust desire to amend the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and SunTrust agree to amend the Agreement as follows:

1. **Effective Date of Amendment.**

This Amendment shall become effective on the date executed by SunTrust as indicated above. Except as specifically amended by this Amendment, the terms and conditions of the Agreement shall continue in full force and effect as agreed by the parties hereto. **Sections 2-10 below should only be checked if the relevant provision of the Agreement is being amended or a new election is being made;** unchecked provisions will not apply to the Agreement and the terms of the original Agreement will continue to apply with respect to such provisions.

2. **Card Network.**

- Check here **only** if Company is **changing or adding** a Card Network and specify election below.
 - MasterCard Visa

3. **Commercial Card Program(s):**

- Check here **only** if Company is **changing or adding** a Commercial Card Program and specify election below.
 - Purchasing Card Corporate Card Executive Corporate Card Central Travel Account

4. **Enterprise Spend Platform ("ESP").**

- Check here **only** if Company is **adding** Enterprise Spend Platform.

The Company acknowledges that, as between the Company and the Bank, the Bank and its third party licensors retain all right title and interest in ESP. The Company agrees to use ESP solely in accordance with the user manuals, reference guides, training materials, help screens and other materials provided by the Bank which describe the features and functionality of ESP (the "ESP Materials").

5. **ESP Payables Module.**

- Check here **only** if Company is **adding** the ESP Payables Module.

If the Company has chosen the ESP Payables Module (described in the ESP Materials), then the Company also acknowledges and agrees that it will provide the Bank with a list of its suppliers and related contact information. The Company shall be responsible for obtaining consent from each Supplier to enable the Company and/or the Bank to disclose and use its suppliers' information for use with ESP and the Program.

6. ESP Buyer Initiated Payments Option ("BIP").

Check here **only** if Company is **adding** the BIP option.

The BIP option is used for payables and purchasing card and is described in the ESP Materials. Please note that, as a condition of using BIP, the **COMPANY AGREES TO IRREVOCABLY WAIVE ANY AND ALL CHARGEBACK RIGHTS IT MAY HAVE ON ANY PAYMENT MADE TO A SUPPLIER USING THE BIP PAYMENT OPTION.**

7. Cash Advances using a PIN.

Check here **only** if Company is **changing** its prior election regarding Cash Advances and specify election below.

Cash Advances using a PIN:

Shall be permitted

Shall not be permitted

8. Card Delivery.

Check here **only** if Company is **changing** the address for card delivery and complete the information below.

| | | | |
|---|----------|-------|----------|
| Attention | | | |
| Financial Services Department/Attn: Beth Baranowski | | | |
| Street Address | City | State | Zip Code |
| 1960 Landings Blvd | Sarasota | FL | 34231 |

9. Affiliates.

Check here **only** if Company is **changing** the Affiliates designated by Company to receive services under the Agreement. Note: Do not use this form or this section for changes to Company name, structure, ownership etc.

| A – Add R - Remove | Affiliate Name: | Relationship to Company: |
|-----------------------|-----------------|--------------------------|
| | | |
| | | |
| | | |

(If additional space is needed, attach a sheet containing Affiliate names and relationship to Company to this Amendment.)

10. Program Administrators.

Check here **only** if Company is **changing** the Program Administrators designated by Company under the Agreement.

| A – Add R - Remove | Name: | Title | Company/Affiliate & Address | Telephone | Email Address |
|-----------------------|-----------------|----------------------------------|---------------------------------------|--------------|--|
| R | Carol Lichon | Director of Materials Management | 101 Old Venice Rd Osprey, FL 34229 | 941-486-2183 | carol.lichon@sarasotacountyschools.net |
| R | Renee Hayes | Purchasing Manager | 101 Old Venice Rd Osprey, FL 34227 | 941-486-2183 | renee.hayes@sarasotacountyschools.net |
| R | Susan Scheufler | PCard Administrator | 101 Old Venice Rd Osprey, FL 34227 | 941-486-2183 | |

(If additional space is needed, attach a sheet containing Program Administrators to this Amendment.)

[End of Amendment]



| | | | |
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| Company The School Board of Sarasota County, Florida | | State of Company's Organization FL | |
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| Street Address 1960 Landings Blvd | City Sarasota | State FL | Zip Code 34231 |
| Company's Authorized Signature: | | Company Signature Date: 09/05/2017 | |
| Name of Company's Authorized Signatory: Caroline Zucker | | | |
| Title: Board Chair | | | |
| Accepted by SunTrust Bank (signature): | | Effective Date: (To be Completed by SunTrust) | |
| Name & Title: | | | |
| By signing above, both SunTrust and Company agree to the following <u>AMENDMENT</u>. | | | |

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| A – Add R - Remove | Name: | Title | Company/Affiliate & Address | Telephone | Email Address |
|-----------------------|-------------------|-------------------------|--|----------------------|---|
| A | Marquett Clemmons | General Fund Specialist | 1960 Landings Blvd Sarasota, FL 34231 | 941-927-9000 x 31308 | marquett.clemmons@sarasotacountyschools.net |
| A | Valerie Maggi | Accounting Supervisor | 1960 Landings Blvd Sarasota, FL 34231 | 941-927-9000 x 31307 | valerie.maggi@sarasotacountyschools.net |
| A | Carrie Hannabass | Treasurer | 1960 Landings Blvd | 941-927-9000 x 31304 | carrie.hannabass@sarasotacountyschools.net |

| | | | | | |
|--|--|--|-------------------------------|--|--|
| | | | Sarasota, FL 34231 | | |
|--|--|--|-------------------------------|--|--|

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[End of Amendment]