



Edward A. Rojas

November 1, 2018

City Manager

Mr. Vincent Mattio, Relationship Manager
Wells Fargo
100 South Ashley Drive, 8th Floor
Tampa, FL 33602

Ref: Extension of 2016 Contract for Banking Services

The City of Doral invites your company to extend our contract for Banking Services. Per section 4 of our agreement dated January 8, 2016, we will be exercising our option to extend the term for an additional one (1) year which will become effective January 1st, 2019. Our agreement will now expire on December 31st, 2019 with all the same terms and conditions of the original contract, amendments, and revisions in full force and effect.

Kindly sign this notice with your acceptance and return at your earliest convenience.

The City wishes to thank you and your team for the services you have provided. It is fully realized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

Edward A. Rojas
City Manager

Accepted: Wells Fargo

Vincent Mattio

Date: 11/16/2018

MASTER BANKING SERVICES AGREEMENT

8th This Master Services Agreement (this "Agreement") is entered into as of the day of January, 2016 by and between the City of Doral, a municipal corporation of the State of Florida ("City") and Wells Fargo Bank, N.A., a national banking association authorized to do business in the State of Florida ("Bank").

Recitals

WHEREAS, City has requested that Bank provide certain banking and treasury management services (collectively, the "Services") to City; and

WHEREAS, Bank has agreed to provide the Services to City, and City has agreed to accept the Services, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which, each of Bank and the City expressly acknowledge, each of Bank and City hereby agree as follows:

Agreement

1. Service Documentation. Bank shall provide, and City shall accept, the Services pursuant to the terms and conditions of the "Service Documentation" which includes:

- 1.1 This Agreement;
- 1.2 Bank's Proposal, dated July 21, 2015 (the "Proposal"), provided in response to City's Request for Proposal, dated May 22, 2015;
- 1.4 The Service Description for each Service (each, a "Service Description");
- 1.5 The account agreement for the deposit accounts that City maintains at Bank (the "Account Agreement"); and
- 1.6 User guides, which may include software, software licenses, price schedules, specifications, instructions and notices.

If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above. The Account Agreement and the Service Descriptions in effect as of the date of this Agreement are attached hereto as Exhibit A.

The Service Documentation constitute the entire agreement between Bank and City and supersedes all prior representations, conditions, warranties, understandings, proposals or agreements regarding a Service. No course of dealing or waiver of any right on one occasion will constitute a modification of the above referenced documents or be a waiver of that right on a subsequent occasion.

2. Additional Services. If City requests and Bank agrees to provide additional services after the date of this Agreement, which are governed by additional service descriptions, pricing or other documents, the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

3. Changes to Services or Service Documentation.

Bank may change the Services and/or terms in the Service Documentation at any time upon prior written notification. If City discontinues using the affected Service before the change becomes effective, it will not be bound by the change. If City continues to use a Service after the change becomes effective, it will be bound by the change.

4. Term and Termination.

The Agreement shall have an initial term of three (3) years beginning on the 1st day of January, 2016 and ending on the 31st day of December, 2018. This contract may be renewed for up to two (2) additional one year periods by mutual agreement of both parties. Unless terminated sooner in accordance with the Service Documentation, this Agreement and all Services will continue in effect until terminated by either party upon thirty (30) days prior written notice to the other party (unless a Service is terminated sooner in accordance with the Service Documentation). Either party may terminate any Service (a) following notice to the other party of a breach by such other party of any provision of the Service Documentation and such other party's failure to cure the breach within fifteen (15) days of the date of such notice, (b) upon notice to the other party if the other party is subject to a petition under the U. S. Bankruptcy Code, and/or (c) upon Bank's failure to comply with Section 8.6 herein. City is a bona fide governmental entity of the State of Florida, and if City does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of City's fiscal years subsequent to the one in which this Agreement is executed and entered into, then this Agreement will terminate effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of City's obligation under this Agreement were last appropriated by City and City shall not in this sole event be obligated to make any further purchases beyond said fiscal year. The termination of a Service or this Agreement will not affect City's or Bank's rights with respect to transactions occurring before termination. Neither party will be liable to the other party for any losses or damages such other party may incur as a result of any termination of any Service or this Agreement in accordance with the terms of the Service Documentation.

5. Service Fees. City shall pay Bank the fees for the Services as set forth in the Proposal and attached hereto as Exhibit B, exclusive of taxes based on Bank's net income. Except to the extent related to additional services referenced in Section 2 above, fees for the Services will remain fixed for the initial term of the Agreement. Except as otherwise agreed to between City and Bank, Bank may debit City's account(s) with Bank for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to City for such amounts, which City will promptly pay.

6. Representations and Warranties.

6.1 Mutual Representations and Warranties. Each of the parties hereto represents and warrants to the other party that: (i) such party is duly organized and in good standing in all appropriate jurisdictions; (ii) each party is fully authorized to execute and perform under this Agreement and the execution of and performance under this Agreement does not violate any law, regulation, contract or organizational document by which such party is bound; and (iii) the individual(s) executing this Agreement on behalf of such party has full corporate and/or organizational authority to do so;

6.2 City warrants it will not use any Service in a manner which violates any federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration.

6.3 If City employs an agent in connection with its use of any Service, City represents and warrants to Bank that (a) City's governing body has duly authorized the agent and (b) City will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Bank regarding City's use of a Service from City's agent will be deemed to be a communication from City, and City authorizes Bank to communicate with City's agent regarding any such communication or Service.

6.4 Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

7. Liability.

7.1 Bank will perform each Service in accordance with reasonable commercial standards applicable to Bank's business; laws, regulations and operating circulars governing the activities of Bank; funds transfer system(s) and clearinghouse rules applicable to activities of Bank; and the Service Documentation.

7.2. Bank is under no obligation to honor, in whole or in part, any entry, file, batch release, transfer instruction, payment order, transaction or instruction that (a) exceeds the available balance in City's account, unless otherwise provided in the Service Documentation; b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to City; c) Bank has reason to believe may not have been duly authorized, should not be honored for its or City's protection, or involves funds subject to a hold, dispute, restriction or legal process; or d) would possibly result in Bank violating any applicable rule or regulation of any federal or state regulatory authority including without limitation any Federal Reserve guidelines such as the limitations on Bank's intra-day net funds position.

7.3 All uses of Services through City's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on City. City's failure to protect Codes may allow an unauthorized party to (a) use the Services, (b) access City's electronic communications and financial data, and (c) send or receive information and communications to Bank. City assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.

7.4 City will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. City will cooperate fully (and at its own expense) with Bank in recovering a loss. If City is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of City.

7.5 Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control. If Bank

determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or City, Bank may, upon notice to City, suspend or discontinue the affected Service.

7.6 Bank will only be liable to City for City's direct monetary losses due to Bank's negligence or intentional misconduct. Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement will be liable to the other party for any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

8. Miscellaneous.

8.1 The Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the State of Florida, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to City as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation. Venue for any action arising out of or relating to this Agreement shall lie in state or federal courts in or for Miami-Dade County, Florida. Both parties hereby waive any and all rights to a jury trial and will proceed to a trial by judge, if necessary.

8.2 Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Bank will use the most recent address for City in Bank's records, and any notice from Bank will be effective when sent. City will use the address where City's relationship manager or other manager is located and address any notice to the attention of such manager. Any notice from City will be effective when actually received by Bank. Bank will be entitled to rely on any notice from City that it believes in good faith was authorized by an authorized representative of City and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it.

8.3 The Services rely upon a robust network of Bank assets, employees and third-party resources located in the United States and around the world to provide service to Bank's Cities. Bank reserves the right to perform services using this model and to subcontract freely and to add and delete service providers at Bank's discretion. Bank will remain fully responsible for performance of all obligations under this Agreement, including those performed by a subcontractor or other service provider engaged by Bank.

8.5 This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Agreement. This Agreement may be executed and delivered via facsimile or any electronic means, such as email. City and

Bank agree that this Agreement and the Service Documentation set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein and therein.

8.6 Upon full payment of all monies owed to the Bank, all reports, statements, or records (the "Records") that result from the Bank providing Services to the City under this Agreement shall be the property of the City. For the avoidance of doubt, Wells Fargo will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the Services provided to the City under this Agreement, now and hereafter. The City agrees, to the fullest extent permitted by law, to indemnify and hold Bank harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Records by the City or any person or entity that obtains the Records from or through the City. The City Manager or his designee shall, during the term of this Agreement and for a period of seven (7) years from the date Records are created, have access to and the right to examine and audit any Records of the Bank involving transactions related to this Agreement. Pursuant to Section 119.0701, Florida Statutes, and to the extent Provider is acting on behalf of the City as provided under 119.011(2), Florida Statutes, Provider shall comply with public records laws, specifically, without limitation, to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Bank upon termination of the contract and destroy any duplicate public records that are not required by other applicable law, are exempt or confidential and/or are exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

8.7 Bank certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

8.8 Reserved.

8.9 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

8.10 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

8.11 Bank warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8.12 It is understood that performance of any act (other than payment of money) by the City or Bank hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any, to the extent services are performed by parties other than Bank or its agents. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement.

8.13 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

RESOLUTION No. 15-244

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE RANKING OF RESPONDENTS TO REQUEST FOR PROPOSALS 2015-12 "BANKING SERVICES"; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH WELLS FARGO N.A., AS THE TOP RANKED BANK, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE PROVISION OF BANKING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED BANK SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued a Request for Proposal #2015-12 for "Banking Services" (the "RFP"), and the City of Doral received five (5) submittals by the July 21, 2015 deadline, with all banks meeting the required criteria; and

WHEREAS, upon review of the submittals received, three (3) banks were selected to make oral presentations to the City, which were held on Thursday, October 22, 2015; and

WHEREAS, after the presentation the Evaluation Committee had follow up questions, for which responses were received on Monday, October 26, 2015. The Evaluation Committee met on November 6, 2015 to review the responses and ranked and scored the respondents based on a 300 point system; and

WHEREAS, staff recommends that the City Council accept the ranking of the banks as specified herein and authorize the City Manager to negotiate and enter into an agreement with Well Fargo N.A. for the provision of banking services, or, if negotiations fail with the top ranked bank, to negotiate an agreement with the next highest rank bank successively until an agreement is reached, for a three (3) year contract period, with an option in favor of the City to renew for two (2) additional one (1) year periods, payable

from the General Government's contractual services line item; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Rankings. The City Council hereby approves the rankings of the three (3) banks as provided by the Evaluation Committee as follows:

- (1) Wells Fargo Bank N.A.
- (2) Bank United N.A.
- (3) Branch Banking and Trust Co. (BB & T)

The foregoing rankings do not vest any contractual rights on any of the foregoing parties.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and with Wells Fargo N.A., as the top ranked bank, and enter into an agreement, subject to approval by the City Attorney, as to form and legal sufficiency, for the provision of banking services, for an initial three (3) year period, with an option in favor of the City to renew for two (2) additional one (1) year periods, payable from the General Government's contractual services line item.

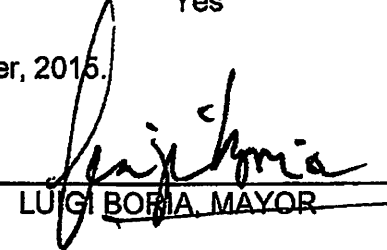
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Ruiz who moved its adoption. The motion was seconded by Vice Mayor Fraga and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 2 day of December, 2015.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY