

RESOLUTION No. 26-77

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WELLS FARGO BANK, N.A. PURSUANT TO CITY OF PINELLAS PARK REQUEST FOR PROPOSAL NO. 21/004 TO PROVIDE BANKING AND TREASURY MANAGEMENT SERVICES FOR THE CITY; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the “City”) seeks to adopt the City of Pinellas Park, Florida agreement with Wells Fargo Bank, N.A., for Banking and Treasury Management services; and

WHEREAS, Section 2-322 of the City Code of Ordinances provides that the City may enter into contracts competitively entered into by other governmental entities; and

WHEREAS, staff respectfully requests that the Mayor and City Councilmembers authorize the City Manager to enter into an agreement with Wells Fargo Bank, N.A. utilizing the City of Pinellas Park, Florida agreement, which was competitively entered into in a manner like that set forth in Chapter 2, Article V, of the City’s Code of Ordinance, for investment management services in substantially the form attached hereto as Exhibit “A” and authorize the City Manager to expend budgeted funds for said services during the term of the agreement and any renewal terms.

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

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

Section 2. Approval and Authorization. The City Council hereby authorizes the City Manager to execute an agreement with Wells Fargo Bank, N.A., for the provision of Banking and Treasury Management services, utilizing the City of Pinellas Park, Florida agreement awarded pursuant to RFP #21/004, in substantially the form attached hereto as Exhibit "A", and further authorizes the City Manager to expend budgeted funds for said services during the term of the agreement and any renewals terms in an amount not to exceed budgeted funds.

Section 3. Implementation. The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

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

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 13 day of May, 2026.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

EXHIBIT “A”



**NOTIFICATION OF PIGGYBACK OF CONTRACT FOR GOODS/ SERVICES
BID BY ANOTHER PUBLIC ENTITY**

WHEREAS, Wells Fargo Bank, N.A. (“Consultant”), whose address is 525 Okeechobee Blvd, Floor 7, West Palm Beach, Florida 33401 entered into a Banking Services Agreement with the **City of Pinellas Park, Florida.**

WHEREAS, the Consultant entered into a Banking Services Agreement, effective October 1, 2021, with a termination of agreement scheduled for September 30, 2026 pursuant to RFP #21/004 Banking and Treasury Management Services (collectively, the “Contract”), with the City of Pinellas Park, Florida pursuant to a procurement process conducted by the City through a request for proposals; and

WHEREAS, the existing agreement expires on September 30, 2026, but the City of Pinellas Park, Florida has approved their option to renew the agreement for an additional 5-year term to take effect October 1, 2026z, as authorized in the RFP and subsequent issued agreement; and

WHEREAS, the City desires to “piggyback” onto the above referenced Contract (Exhibit ‘A’) between the Consultant and the **City of Pinellas Park, Florida** for utilization of the same or similar banking services and the Consultant consents to the aforesaid “piggybacking”.

WHEREAS, the Consultant is duly qualified to perform the services and agrees to permit the City of Doral to participate in the cooperative Contract for the provision of such services.

NOW THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Consultant and the City agree as follows:

1. Affirmation

The Contractor affirms and ratifies the terms and conditions of the Contract and agrees to perform the services set forth herein for the City of Doral in accordance with the terms of said Contract through the ending date of the Contract.



2. **Agreement Documents**

The City of Pinellas Park Contract is attached hereto as Exhibit A in the Appendix section of this document and is hereby incorporated by reference into this Agreement. References in the City of Pinellas Park Contract to the “City” shall be deemed to refer to the City of Doral. Where the terms of this Agreement and the City of Pinellas Park Contract are at variance, the provisions of this Agreement shall prevail.

3. **Service Description**

The Consultant shall perform banking services for the City of Doral, as more fully described in Exhibit A found in the Appendix section of this document hereto.

4. **Fee Schedule**

The Consultant shall be paid according to the schedule in Exhibit B found in the Appendix section hereto. For the avoidance of doubt, the fee schedule in Exhibit B shall supersede the fee schedule in the City of Pinellas Park, Florida contract.

5. **Changes**

Services shall be provided in accordance with the terms of the Contract except for the following changes. All other terms shall remain.

- a. **Point of Delivery.** Services for the City shall be made to the locations as designated by the City.
- b. **Party Substitution.** References to “**City of Pinellas Park, Florida**” shall be replaced with **City of Doral, Florida (City)**.

6. **Amendment**

Any Amendments to the “piggybacked” Contract between Consultant and the **City of Pinellas Park, Florida** shall be automatically incorporated into this piggyback Contract.

7. **Term and Termination**

The term of this Agreement shall run concurrent with the City of Pinellas Park, Florida Contract and continue unless terminated, cancelled or extended in accordance with the provisions set in the City of Pinellas Park, Florida Contract.



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8. Entire Agreement

This Agreement (which, for the avoidance of doubt, is based upon the contract provisions specified in the City of Pinellas Park, Florida Contract) constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein.

9. Modifications

This Agreement may be modified or amended only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City of Doral and the Consultant.

10. Notice

Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Zeida Sardiñas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

Copy to: Lorenzo Cobiella
Gastesi, Lopez, Mestre & Cobiella, PLLC,
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For Consultant: Wells Fargo Bank, N.A.
Sharlene Ali-raghuraj
Relationship Manager
525 Okeechobee Blvd, Floor 7
West Palm Beach, Florida 33401



11. **E-Verify**

The Affidavit Regarding Unauthorized Aliens is a legally mandated document under Florida law, specifically Section 448.095, Florida Statutes.

This affidavit (attached) serves as a formal declaration by certain entities in Florida (namely, contractors and subcontractors working with public agencies) that they do not employ, contract with, or subcontract with unauthorized aliens. This is connected to the E-Verify system, which is a federal electronic database used to verify the employment eligibility of newly hired employees.

12. **Public Entity Crimes Form**

The Florida Public Entity Crimes Form is a sworn statement required by Florida law to be submitted by individuals and entities when doing business with public entities, such as state agencies or local governments. This form addresses the potential for conflicts of interest and ensures compliance with regulations concerning public entity crimes, which are violations of state or federal law related to business dealings with public entities. Attached is a copy of the form to be completed and submitted.

13. **Required Affidavit Regarding the Use of Coercion for Labor Services**

Section 787.06(13) of the Florida Statutes requires nongovernmental entities to provide an affidavit when contracting with a governmental entity, attesting that they do not use coercion for labor or services. This affidavit is a condition for executing, renewing, or extending the contract. Attached is the affidavit to be completed and submitted.

14. **Insurance Requirements**

The Consultant will provide and maintain (and cause its subcontractors, if any, to provide and maintain) throughout the term of the awarded contract or services to be provided, the insurance policies and coverages set forth are attached to this document.

Prior to execution of the contract and start of the services, and any time thereafter that the City may request, the Consultant must furnish a Certificate of showing the City of Doral as additional insured on each of the general liability and automobile liability policies. The City reserves the right to require additional insurance in order to meet the full value of the scope of services. Consultant agrees to mail 30 days' advance written notice in the event of cancellation which results in non-compliance with insurance requirements contained herein. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of the Contract, the Consultant shall endeavor to furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract or extension hereunder is in effect.

15. **Counterparts**



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Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hard copy. The City shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

16. Captions

The captions used in this Agreement are solely for the convenience of the parties, and do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

17. Severability

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

18. Bank and Treasury Service Training Services

Consultant may provide web-based, virtual bank and treasury services training programs for the City's staff on an annual basis. Such training, if provided, will be designed to support continuing education in accordance with Florida Statutes 218.415. Any in-person training shall be subject to Consultant availability and mutual agreement of the parties and is not guaranteed due to geographic constraints. To the extent any in-person training is conducted, any complimentary food or beverage provided by the Consultant in connection with such training, will be considered a benefit to the investor entity.

(REMAINDER INTENTIONALLY LEFT BLANK)



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IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by consultant, whose representative has been duly authorized to execute same.

CITY OF DORAL

Attest:

Connie Diaz, City Clerk

By: _____
Zeida Sardiñas, City Manager

Date: _____

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

Lorenzo Cobiella
Gastesi, Lopez, Mestre & Cobiella, PLLC, City Attorney

Wells Fargo Bank, N.A.

Authorized Signature: _____

Name: _____

Title: _____

Date: _____



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
business address is _____
and (if applicable) its Federal Employer Identification number (FEIN) is _____ (If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.



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6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

(Printed Name) _____

(Title) _____

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20__ by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

Or Produced Identification _____

Notary Public - State of _____

My Commission Expires _____



**REQUIRED AFFIDAVIT REGARDING THE USE OF COERCION FOR
LABOR AND SERVICES**

Contractor Name: _____

Contractor FEIN: _____

Contractor's Authorized Representative Name and Title: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Doral, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of the Contractor, I certify that the Contractor identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true, to the best of my knowledge and reasonable belief, and in accordance with applicable law.

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____



MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability

- Bodily Injury & Property Damage Liability
- Each Occurrence: \$1,000,000
- Policy Aggregate: \$2,000,000
- Personal & Advertising Injury: \$1,000,000
- Products & Completed Operations (if applicable): \$2,000,000

B. Endorsements Required:

City of Doral listed as an Additional Insured
8401 NW 53rd Terrace, Doral, FL 33166

Contingent Liability – must not exclude contractual liability
Premises and Operations Liability

- Waiver of Subrogation
- Insurance must be Primary & Non-Contributory

II. Auto Liability

Required only if vendor will transport participants

III. Workers' Compensation (Coverage A)

Statutory limits as required – State of Florida

Employer's Liability (Coverage B):

- \$500,000 for bodily injury caused by an accident – each accident
- \$500,000 for bodily injury caused by disease – each employee
- \$500,000 for bodily injury caused by disease – policy limit

IV. Professional Liability / Errors & Omissions (if applicable)

A. Limits of Liability

- Each Claim: \$1,000,000 minimum (consider \$2M or \$5M for 100+ participants)
- Policy Aggregate: \$1,000,000 minimum
- Retroactive Date coverage must be included



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V.

VI. General Conditions

- All insurance coverage must remain in force without interruption for the duration of the agreement.
- Policies must be issued by carriers authorized in the State of Florida with an A.M. Best rating of no less than A-, Class VI.
- Requirements herein are minimums and subject to verification and amendment by Risk Management.



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APPENDIX



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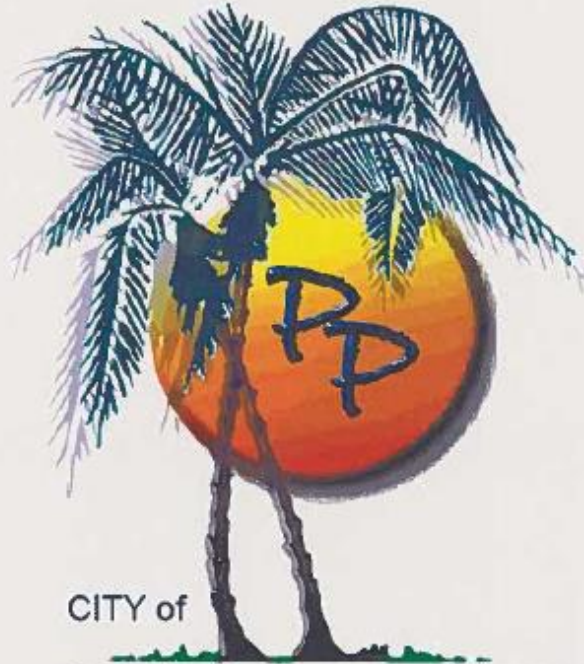
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Exhibit A

City of Pinellas Park, Florida Contract



CITY OF PINELLAS PARK



CITY of

Pinellas Park, FL

The Heart of Pinellas

RFP 21/004

Banking Services Agreement

Finance Department



**MASTER BANKING SERVICES AGREEMENT BETWEEN
CITY OF PINELLAS PARK
AND
WELLS FARGO BANK, N.A.**

16th This Master Banking Services Agreement (this "Agreement") is entered into as of the day of September, 2021 by and between Wells Fargo Bank, N.A. ("Bank") and the City of Pinellas Park, Florida ("City").

Recitals

WHEREAS, City issued a Request for Proposal (RFP 21/004) for the provision of banking and treasury management services on May 9, 2021 (the "RFP") to which the Bank submitted its response dated June 8, 2021 (the "Bank's Response");

WHEREAS, on the basis of the Bank's Response, City has determined to engage the Bank to provide certain banking and treasury management services (each, a "Service" and collectively, the "Services") all as provided in the RFP and the Bank's Response;

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 the Bank's Response and set out in this Agreement.

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

1. **Entire Agreement.** Bank shall provide, and City shall accept, the Services pursuant to the terms and conditions of the "Service Documentation" which includes the following documents which are attached and incorporated herein in their entirety:
 - 1.1 This Agreement;
 - 1.2 Bank's Response (including all exhibits and addendum which are incorporated by reference herein, including the Service Description for each Service (each, a "Service Description"), the commercial account agreement for the deposit accounts that City maintains at Bank (the "Deposit Agreement"), and the Pricing attached to the Bank's Response as Tab A (the "Pricing Schedule") collectively attached as Exhibit A; and
 - 1.3 City's RFP (attached as Exhibit B)

If there is a conflict among the documents that make up this Agreement, the documents will govern in the order set forth above. The Service Descriptions and Deposit Agreement in effect as of the date of this Agreement are attached to the Bank's Response. This Agreement constitutes the entire agreement between Bank and City and supersedes all prior representations, conditions, warranties, understandings, proposals or agreements regarding a Service and the transactions contemplated hereunder. 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. **Services; 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. Any Merchant or Card services would be subject to a separate negotiated agreement between the Parties.

3. Changes to Services or Service Documentation. Bank may change (or add to) the terms in the Service Descriptions and Account Agreement at any time. If a change to a Service requires a change to the Service Descriptions and Account Agreement, Bank will post the document(s) with the change on the CEO portal. When required by Applicable Law, Bank will notify City of the change. If City continues to use a Service after a change takes effect, City will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any transaction effected under this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

4. Term, Termination, Liability.

4.1 This Agreement shall have an initial term of five (5) years beginning on October 1, 2021 and ending on September 30, 2026, with the parties having the option to renew for one (1) additional five (5) year term. Bank and City must mutually agree to any renewal, which shall be on terms and conditions mutually agreed upon by Bank and City in writing.

4.2 Unless terminated sooner in accordance with the Service Documentation or as set forth herein, this Agreement and all Services will continue in effect for the term of the Agreement until terminated by either City or Bank upon one hundred twenty (120) days prior written notice to the other party. Both the City and the Bank shall have the right to terminate this Agreement for cause upon sixty (60) days written notice if the other party fails to reasonably comply with any of the term and conditions of the contract, fails to comply with applicable law, rules or regulation or otherwise materially breaches the Agreement. The City may also immediately terminate the Agreement if Bank loses its status as a "Qualified Public Depository". 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 Tab A of Exhibit A. 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) 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.

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.

7. Bank Liability/Indemnification

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 will only be liable to City for City's direct monetary losses due to Bank's negligence or intentional misconduct resulting from or relating to this Agreement, except to the extent caused by the negligent acts, omissions, or willful misconduct of the City, its officers, employees, agents, or employees and subject to any limitations set forth in the Service Documentation. 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. Under no circumstances shall any of the provisions of this Agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.

7.3 During the term of this Agreement, Bank will indemnify, defend and hold harmless City and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (collectively, "Losses") arising out of, or resulting from the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional acts or omissions of Bank or any of its officers, directors, employees, agents, or subcontractors, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party. Bank's liability under this Agreement will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).

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 Pinellas County, Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

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



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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 City. 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. An arrangement with a third party under which the third party assists Bank in providing services or products which are not specific to City shall not be considered to be a subcontract for purposes of this Agreement.

8.4 To the extent that Bank meets the definition of "contractor" under section 119.0701, Florida Statutes, Bank must comply with public records laws, including the following provisions of section 119.0701, requiring Bank to:

- A. Keep and maintain public records required by City to perform the service.
- B. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 19, Florida Statutes, or as otherwise provided by law.
- C. Ensure that confidential information or records that are exempt from public records disclosure are not disclosed except as authorized by law for the duration of this Agreement, renewals, and following completion of the contract if Bank does not transfer the records to City.
- D. Upon completion of this Agreement, transfer, at no cost, to City all public records in possession of Bank or keep and maintain public records required by City to perform the service.
 - 1) If Bank transfers all public records to City upon completion of the contract, Bank must destroy any duplicate confidential information or records that are exempt from public records disclosure.
 - 2) If Bank keeps and maintains public records upon completion of this Agreement, Bank must meet all applicable requirements for retaining public records.
 - 3) All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

8.5 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 This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Agreement.

8.7 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.



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8.8 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.

8.9 Severability. In the event any of the provisions of this Agreement are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

Each of the parties hereto agrees to be bound by the terms and conditions of this Agreement, as of the above written date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF PINELLAS PARK

WELLS FARGO BANK, N.A.

By: *Sandra L. Bradbury*

By: *Vincent Mattio*

Name: *Sandra L. Bradbury*

Name: *Vincent Mattio*

Title: *Mayor*

Title: *Senior Relationship Manager*

Date: *09-16-2021*

Date: *9/8/2021*

Attest:

Diane M. Corna
Diane M. Corna, MMC

Approved as to form and correctness:

Lauren C. Reuter
for City Attorney, James W. Denhardt
City of Pinellas Park



AMENDMENT TO WELLSONE® COMMERCIAL CARD AGREEMENT

This Amendment to WellsOne® Commercial Card Agreement (this "Amendment") is made and entered into effective as of August 5, 2021 (the "Effective Date"), by and between Wells Fargo Bank, N.A. ("Wells Fargo") and City of Pinellas Park ("Customer"). Wells Fargo and Customer have entered into that certain WellsOne® Commercial Card Agreement dated on or about April 24, 2018, (as the same may have been amended, supplemented or restated from time to time the "Agreement"); and desire to amend the Agreement as more particularly set forth herein. In exchange for the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, and intending to be legally bound hereby, Customer and Wells Fargo hereby agree as follows:

1. **Incorporation and Effect.** This Amendment and all Attachments are hereby made a part of and incorporated into the Agreement as though fully set forth therein. As supplemented by the terms and conditions set forth in this Amendment, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Amendment and any provision of the Agreement, the provision of this Amendment shall control.
2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.
3. **Revenue Share Calculation.** The Agreement is hereby amended by deleting the existing Attachment C-2 ("Revenue Share Calculation") in its entirety and replacing it with the following new Attachment C-2 ("Revenue Share Calculation") attached hereto.
4. **Miscellaneous.** This Amendment, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. A facsimile and other copy of this Amendment with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

WELLS FARGO BANK, NATIONAL ASSOCIATION

Authorized Officer: Vincent Mattio
 Signature: [Signature]
 Title: Senior Relationship Manager
 Date: 9/8/2021

City of Pinellas Park

Authorized Officer: [Signature]
 Signature: Jandra L. Bradbury
 Title: Mayor
 Date: 09-16-2021

Attest: [Signature]
 Diane M. Corna, MMC

Approved as to form and correctness:
[Signature]
 for City Attorney, James W. Denhardt
 City of Pinellas Park



**WELLSONE® COMMERCIAL CARD AGREEMENT
 ATTACHMENT C-2
 REVENUE SHARE CALCULATION
 CUSTOMER NAME: City of Pinellas Park
 August 5, 2021**

Revenue Share will be paid within forty-five (45) days following the end of each Program Year on Net Purchase Volume for such Program Year. For purposes of this Attachment C-2, "Program Year" shall mean the twelve month period beginning January 1 and ending December 31.

<u>Net Purchase Volume*</u>		<u>Standard Revenue Share Schedule</u>		<u>Revenue Share</u>
\$ 0	to	\$ 999,999		0 Basis points (bps)
\$ 1,000,000	to	\$ 1,999,999		107 bps
\$ 2,000,000	to	\$ 3,999,999		134 bps
\$ 4,000,000	to	\$ 6,999,999		145 bps
\$ 7,000,000	to	\$ 9,999,999		160 bps
\$ 10,000,000	to	\$ And Above		170 bps

Custom Interchange Revenue Share Schedule

<u>Net Purchase Volume* of Custom Interchange Transactions</u>	<u>Revenue Share</u>
\$ 1.00 and above	75 - basis points (bps)

Commencing with the Program Year ending December 31, 2021 and annually thereafter ("Anniversary Date"), the Revenue Share amount to be paid to Customer (if any) shall be calculated and applied retroactively by multiplying the applicable Revenue Share bps times the Net Purchase Volume for the previous Program Year. No Revenue Share shall be owed for the previous Program Year if: (i) Customer terminates this Agreement prior to the Anniversary Date, or (ii) Wells Fargo terminates this Agreement for an Event of Default prior to the Anniversary Date. No Revenue Share shall be owed for the previous Program Year if the Customer's average transaction size for such Program Year is less than \$160.

* "Net Purchase Volume" shall mean total volume minus credits and cash advances (if applicable). Wells Fargo will segregate or exclude Custom Interchange Transactions as defined and described below and as qualified by Visa® or MasterCard®, as applicable. The term "Custom Interchange Transaction" as used herein shall mean (i) certain transactions subject to select large ticket transaction requirements, qualified and determined by Visa or MasterCard®, as applicable, in its sole and absolute discretion and (ii) transactions with merchants participating in promotional interchange programs offered by Visa® or MasterCard® (including the Visa Partner Program or the MasterCard Partner Program) that qualify for non-standard promotional interchange rates. Such Visa® or MasterCard®, as applicable, large ticket transaction qualification requirements for large ticket interchange shall include, but not be limited to, custom payment service qualification with Level II and Level III data included with the transaction. Notwithstanding anything to the contrary contained herein, Wells Fargo may, in its reasonable discretion, exclude any Custom Interchange Transaction for which the interchange rate is below a minimum threshold established by Wells Fargo for purposes of Revenue Share calculation.

The following terms and conditions shall apply under this Attachment: i) Customer must obtain an annual minimum Net Purchase Volume of \$1,000,000 per Program Year, which may include Custom Interchange Transactions, to receive a Revenue Share payment under this Attachment, and ii) if such Custom Interchange Transactions are segregated, the Custom Interchange Revenue Share Schedule will apply to the Net Purchase Volume for such segregated transactions.

If Customer utilizes the MasterCard® Payment Gateway™: (i) any transaction in an amount greater than or equal to \$100,000.00 made using the MasterCard® Payment Gateway™ will not be included in Customer's Net Purchase Volume, as a Custom Interchange Transaction or otherwise, for purposes of calculating Revenue Share payable to Customer hereunder and no Revenue Share will be payable to Customer in respect of any such transaction; and (ii) any transaction in an amount below \$100,000.00 made using the MasterCard® Payment Gateway™ will be included in Customer's Net Purchase Volume for purposes of calculating Revenue Share payable to Customer hereunder and, subject to the conditions herein with respect to Customer's eligibility to receive a Revenue Share payment, will be separately segregated and paid at a rate separately agreed in writing by the parties, or in the absence of such written agreement, at the rate set out in the MasterCard® Payment Gateway™ Service Description.



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Exhibit B

City of Doral Fee Schedule



Denotes Pinellas Park Contract Pricing
Denotes Current Doral pricing that will remain

City of Doral with Pinellas Park Pricing
SERVICE DETAILS

Doral, City of
SERVICE DETAILS

WF Code	Service Description	Unit Price	Volume	Service Charges
IAMIB	BALANCE & COMPENSATION INFORMATION RECOUPMENT MONTHLY IB BALANCE & COMPENSATION INFORMATION Subtotal	0.08500	49,752	4,228.92 4,228.92
22051	GENERAL ACCOUNT SERVICES ACCT MAINTENANCE	8.00000	10	80.00
DS001	ZERO BALANCE MONTHLY BASE	10.00000	3	30.00
CK021	DEBITS POSTED	0.05000	94	4.70
48106	ONLINE TRANSFER	0.50000	4	2.00
15007	DESKTOP DEPOSIT-DEPOSIT CREDITED GENERAL ACCOUNT SERVICES Subtotal	0.50000	36	18.00 134.70
08173	DEPOSITORY SERVICES CASH VAULT DEPOSIT	1.00000	83	83.00
CK061	RETURN ITEM - CHARGEBACK	5.00000	2	10.00
CK064	RETURN ITEM SERVICE MTHLY BASE	0.00000	4	0.00
34235	RETN ITEM SUBSCRIPTION PER ACCT	0.00000	5	0.00
08290	CASH VAULT CURRENCY/COIN DEPOSITED	0.00080	123,503	98.80
002	DEPOSITED CHECK	0.05000	1	0.05
706	DESKTOP DEPOSIT-DEPOSITED ITEM DEPOSITORY SERVICES Subtotal	0.05000	310	15.50 207.35
DS191	PAPER DISBURSEMENT SERVICES PAYEE VALIDATION STANDARD-ITEM	0.02000	541	10.82
22810	WF CHK CASHED FOR NONACCT HOLDER	0.00000	3	0.00
22030	STOP PAYMENT - AUTO RENEWAL	0.00000	20	0.00
34336	POSITIVE PAY EXCEPTION-ONLINE IMAGE	0.00000	2	0.00
22225	CHECK CASHING THRESHOLD MO BASE	0.00000	3	0.00
22245	CHECKS PAY TO INDIV BLOCK MO BASE	0.00000	3	0.00
12816	DESKTOP DEPOSIT IMAGES RETRIEVED	0.02000	310	6.20
22235	OTC DEBIT BLOCK MONTHLY BASE	0.00000	3	0.00
12908	POS PAY CHECKS WITH NO ISSUE RECORD	0.00000	2	0.00
12903	POSITIVE PAY EXCEPTIONS - ITEM	1.00000	2	2.00
12882	POSITIVE PAY ONLY - ITEM	0.03000	481	13.83