

# **Professional Services Agreement for Banking Services**

**2018-19**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Frank Mingo  
Councilmember Timothy Daubert  
Councilmember Luis Collazo  
Councilmember Caesar Mestre  
Councilmember Marilyn Ruano  
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

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This Agreement is made this \_\_\_ day of \_\_\_\_\_ in the year **2018** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Bank United, hereinafter called the "Bank," having a principal office at 15201 NW 67<sup>th</sup> Avenue Miami Lakes, FL 33014.

### **RECITALS**

**WHEREAS**, the Town desires banking services to help manage, maintain, and protect the Town's finances in a manner most convenient and secure to the Town;

**WHEREAS**, to this end the Town issued RFP 2018-19 for Banking Services on May 9, 2018, to which Bank submitted its Proposal in response; and

**WHEREAS**, an Evaluation Committee, comprised of a group of subject matter experts, evaluated all responsive proposals received and selected Bank's Proposal as the highest ranked response; and

**WHEREAS**, the Bank possesses the necessary expertise to provide the Services provided for in this Agreement and has agreed to provide said Services.

**WITNESSETH**, that the Town and the Bank, for the considerations herein set forth, agree as follows:

## **SECTION 1. GENERAL TERMS & CONDITIONS**

### **1.01. Definitions**

**Additional Services** means any Work required that is not included in the Scope of Work/Services as set forth in this Contract.

**Basic Services** means work or services that are described within, or reasonably contemplated by, the Scope of Work/Services as set forth in this Contract.

**Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work/Services.

**Contract Documents** means this Contract, as may be amended from time to time, and any plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to this Contract.

**Contract Manager** means the Town's designee who will manage and monitor the Services to be performed under this Agreement.

**Cure** means the action taken by the Bank promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which is performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

**Cure Period** means the period of time in which the Bank is required to remedy deficiencies in the Work/Services or compliance with the Contract Documents after receipt of a written notice from the Town identifying such deficiencies.

**Days** means calendar days unless otherwise specifically stated in the Contract Documents.

**Defective Work/Service** means Work/Service that is unsatisfactory, deficient, damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval.

**Errors** means Services or work product prepared by the Bank that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.

**Professional Services** means those services within the scope of practice for Banking Services.

**Scope of Work/Service(s)** means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.

**Town Council** means the legislative body of the Town of Miami Lakes.

**Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.

**Town or Owner** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.

**Work Order** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Bank.

**Work Order Proposal** means a document prepared by the Bank, at the request of the Town for Services to be provided by the Bank.

## **1.02. Performance**

### **1.02-1. Performance and Delegation**

The Services to be performed hereunder must be performed by the Bank or Bank's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any Subcontractor.

### **1.02-2. Removal of Unsatisfactory Personnel**

The Contract Manager or Town Manager may make written request to Bank for the prompt removal and replacement of any personnel employed or retained by the Bank to provide and perform Services pursuant to the requirements of this Agreement. The Bank must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Bank or Subcontractor.

### **1.02-3. Bank Key Staff**

The parties acknowledge that Bank was selected by the Town, in part, on the basis of qualifications of particular staff identified in Bank's response to Town's solicitation, hereinafter referred to as "Key Staff". Bank must ensure that Key Staff are available for Services hereunder

as long as said Key Staff are in Bank's employ. Bank must obtain prior written acceptance of Contract Manager to change Key Staff. Bank must provide the Contract Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Contract Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

**1.02-4. Time for Performance**

The Bank agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Bank for extra compensation.

**1.03. Standard of Care**

Bank is solely responsible for the technical accuracy and quality of its Services. Bank must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Bank will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Bank under this Agreement. Bank must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

**1.04. Subcontractors**

Unless this box is checked, the use of Subcontractors is prohibited under this Agreement.

**1.05. Default**

**1.05-1. General**

If Bank fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Bank will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Bank, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Bank while Bank was in default must be immediately returned to the Village. Bank understands and agrees that termination of this Agreement under this section does not release Bank from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Bank a specified time to correct a default.

**1.05-2. Conditions of Default**

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- i. Bank fails to obtain or maintain the required insurance.
- ii. Bank fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- iii. Bank fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

**1.05-3. Time to Cure Default; Force Majeure**

Town through the Town Manager will provide written notice to Bank as to a finding of default, and Bank must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Bank provides written justification deemed reasonably sufficient.

Should any such failure on the part of Bank be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

**1.06. Termination of Agreement**

**1.06-1. Town's Right to Terminate**

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Bank will be paid for the Services performed and accepted, provided that said documentation is turned over to the Contract Manager or Town Manager within ten (10) business days of termination.

**1.06-2. Bank's Right to Terminate**

The Bank shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Bank specifying its breach of its duties under this Agreement.

**1.06-3. Termination Due to Undisclosed Lobbyist or Agent**

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

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## **1.07. Documents and Records**

### **1.07-1. Ownership of Documents**

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Bank must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Bank is to keep copies of all such records, documents, or data for its records. However, Article A6.03 will continue in full force and effect after the expiration or termination of this Agreement.

### **1.07-2. Delivery upon Request or Cancellation**

Failure of the Bank to promptly deliver all such documents in the possession of the Bank, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Bank until Bank delivers all such documents. Bank will have no recourse from these requirements.

### **1.07-3. Nondisclosure**

To the extent allowed by law, Bank agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Bank's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Bank hereunder, and Bank must require all of its employees, agents and Subcontractors comply with the provisions of this paragraph. Bank will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

### **1.07-4. Maintenance of Records**

Bank will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Bank for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Bank agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Bank.

Bank shall also comply with the following requirements of the Florida Public Records Law including:

- i. Bank must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- ii. Upon request from the Town's custodian of public records, Bank shall provide the Town with a copy of the requested public 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 119, Florida Statutes, or as otherwise provided by law.
- iii. Bank shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Bank does not transfer the records to the Town.
- iv. Upon completion of the contract, Bank shall transfer, at no cost, to the Town all public records in the possession of the Bank or keep and maintain public records required by the Town to perform the service under this contract. If the Bank transfers all public records to the Town upon completion of the contract, the Bank shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bank keeps and maintains public records upon completion of the contract, the Bank shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE BANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BANK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.**

**1.08. Insurance**

The Bank must not start Services under this Agreement until the Bank has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Bank not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Bank for such coverage purchased.

**1.08-1. Companies Providing Coverage**

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

**1.08-2. Verification of Insurance Coverage**

The Bank must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Bank has obtained insurance of the type, amount and classification required by these provisions, in excess

of any pending claims at the time of award to the Bank. Bank must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Bank must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within 30 days of the change. Bank must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

**1.08-3. Forms of Coverage**

(i) Commercial General Liability and Automobile Liability

Bank must maintain commercial general liability coverage with limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage. The coverage must include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements, as applicable. Coverage must be written on a primary, non-contributory basis with the Village listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation is read (30) days/(10) days for nonpayment.

(ii) Business Automobile

The Bank must provide business automobile liability coverage including coverage for all owned, hired and non-owned autos with a minimal combined single limit of \$100,000 naming the Town as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/(10) days for nonpayment.

(iii) Workers' Compensation Insurance

The Bank must maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence. Should the Bank be exempt from Florida's Worker's Compensation insurance requirement the Bank must provide documentation from the State of Florida evidencing such exemption.

(iv) Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Bank. Bank must comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from Town accompanied by justification.

**1.09. Miscellaneous**

**1.09-1. Indemnification**

The Bank will hold harmless, indemnify the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Bank. The Bank will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Bank's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Bank's limit of, or lack of, sufficient insurance protection and

applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Banks, its agents, servants, or representatives.

**1.09-2. Entire Agreement**

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Bank and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

**1.09-3. Nonexclusive Agreement**

Bank Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Bank that the Town has engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Bank and those other firms engaged, are delineated by the Contract Manager so that the Bank and those similarly engaged are clear as to their responsibilities and obligations.

**1.09-4. Successors and Assigns**

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Bank without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Bank, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Bank's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Bank will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Bank's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Bank will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

**1.09-5. Applicable Law and Venue**

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will

bear its own attorney's fees except in actions arising out of Bank's duties to indemnify the Town under Article 1.09-1 where Bank must pay the Town's reasonable attorney's fees.

**1.09-6. Notices**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:  
Alex Rey  
Town Manager  
6601 Main Street  
Miami Lakes, Florida 33014  
[reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)

For Bank:  
Emsley Hylton  
Bank United  
15201 NW 67<sup>th</sup> Avenue  
Miami Lakes, FL 33014  
[ehylton@bankunited.com](mailto:ehylton@bankunited.com)

With a copy to:  
Thomas Fossler  
Procurement Manager  
At the same address as above  
[fosskert@miamilakes-fl.gov](mailto:fosskert@miamilakes-fl.gov)

Raul Gastesi  
Town Attorney  
At the same address as above  
[rgastesi@gastesi.com](mailto:rgastesi@gastesi.com)

**1.09-7. Interpretation**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

**1.09-8. Joint Preparation**

Preparation of this Agreement has been a joint effort of the Town and Bank and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**1.09-9. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document

incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

**1.09-10. Mediation – Waiver of Jury Trial**

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Bank agrees to include such similar contract provisions with all Subcontractors and/or independent Banks and/or Banks retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

**1.09-11. Compliance with Laws**

Bank must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Bank maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

(i) Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Bank's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Bank further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

(ii) ADA Compliance

Bank must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally, the Bank must take affirmative steps to insure nondiscrimination in employment of disabled persons.

**1.09-12. No Partnership**

Bank is an independent Bank. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Bank has no authority to bind the Town to any promise, debt, default, or undertaking of the Bank.

**1.09-13. Discretion of Town Manager**

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

**1.09-14. Resolution of Disputes**

Bank understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Bank to notify the Procurement Manager in writing of the dispute identified in Article A8.05, Notices. Bank must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Bank. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Bank and the Procurement Manager fail to resolve the dispute the Bank may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Bank. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Bank being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Bank will not be entitled to seek judicial relief unless:

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

**1.09-15. Contingency Clause**

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Bank shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Contract Manager.

**1.09-16. Third-Party Beneficiary**

Bank and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

**1.09-17. No Estoppel**

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Bank will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Bank's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

**END OF SECTION**

## **SECTION 2. SCOPE OF SERVICES**

### **2.01. Statement of Work**

The Town of Miami Lakes (The Town) requires a banking institute to manage the Town's daily banking requirements, including, but not limited to, account management, secured electronic wire transfers, ACH payments, ACH receipts, ACH fraud, electronic approval workflows, positive pay, competitive bank accounts, optional sub-accounts, sophisticated on-line services, and other banking services as-needed, collectively referred to as "Banking Services." Banking Services does NOT include investment offerings, merchant services, credit cards or purchase cards. The Town shall consider these services as optional and/or additional to Banking Services. The Successful Proposer must provide every element of the Banking Services described in detail below.

#### **2.01-1. Account Structure**

The Town requires at least seven (7) bank accounts including, but not limited to, an interest bearing Zero Balance Account ("ZBA") master, depository, disbursement, payroll, and three others. The Town reserves the right to change its account structure based on needs and pricing.

#### **2.01-2. Operating Accounts**

The Bank will establish the account structure stated in 1(a) based on a hierarchy where the depository and disbursement accounts transfer daily balances to the ZBA master account. In addition, the payroll account also links to the ZBA master. Interest shall be calculated and accrued on the ZBA master based on the daily balance. The following requirements will also apply to all operating accounts:

1. Deposits and disbursements shall process based on the bank's current time schedule/policy according to the industry's best practices.
2. The bank must notify the Town of any changes to the schedule.
3. The bank must notify the Town of any changes to bank fees.

#### **2.01-3. Payroll Account**

This account will be used solely to process payroll disbursements to the Town's payroll provider for the benefit of our employees. There will not be any direct deposits into this account, except for the bank transfers from the ZBA master to cover checks presented for payment by ADP. This account will also handle automatic withdrawals from ADP to fund the payroll, manual checks and taxes, health and other benefits. The account should be linked and receive funding solely from this the ZBA account.

#### **2.01-4. Wire Transfers**

The balance of all wire transfers received by the Bank prior to the end of the business day must be available to the Town, regardless of the time of actual receipt by the bank. Should the Bank not receive a wire transfer, then the wire transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfer. The Bank will make adjustments as soon as possible for any lost interest, if necessary. The Bank shall execute any wire transfer order within one (1) hour after notification by the Town's Finance Manager or Designee through a computer terminal, telephone, or fax. Wire transfers will be limited to predetermined bank accounts approved by the Town in advance and withdrawn only from the Town's disbursement account. The Bank must notify the Town within one (1) hour of any wire transfer orders to any bank accounts not included in the predetermined list. The Bank shall be responsible for any wire transfers to any account not included in the predetermined list.

(i) Electronic Wire Transfers

Electronic wire transfers shall be withdrawn from the disbursement account ONLY and must be approved by following an authorized electronic workflow including, but not limited to, a requestor/initiator and an approver.

(ii) Manual Wire Transfers

Wire will be requested via a bank preprinted form and signed by at least one authorized signer. In addition, the Bank shall confirm the wire with a different authorized signer via phone.

**2.01-5. Online Banking Services (Web Portal)**

The Town requires a full array of on-line banking services such as positive pay, ACH fraud, the ability to view the status of checks, transfer funds between accounts, stop-payments, wire transfers, ACH payments, etc. The system should allow adding different levels of users and permissions. In addition, it should be workflow enabled, user friendly and web-enabled. The online portal must have the capability to notify the Town in real-time, via electronic notifications of all transactions affecting Town bank accounts.

**2.01-6. Monthly Statements**

Monthly bank statements should be available on online, providing for the delivery choice of email and/or regular mail. The statements should be provided to the Town's finance department with full reconciliation documentation supporting all entries on the statement within five (5) business days after the last calendar day of each month, for each account. A monthly detailed account analysis for each account enumerating the account activity by type of service and activity volume within each service. If compensating balance is utilized, provide analysis of fees compared to earnings allowance. Including average balances, net monthly earnings, total costs and any gain or loss by the bank.

**2.01-7. ACH Services**

The Bank must provide ACH services for both debit and credit transactions. The Town requires the ability to generate ACH transactions for payroll transactions, vendor payments and provider transmittals. The proposal should include the methods of transmission, cut-off times, and any security features related to processing any of the above. These services MUST include ACH fraud functionality to ensure that only authorized transactions are processed.

**2.01-8. Positive Pay™**

The Town will require that the bank provides Positive Pay (or an equivalent product) an anti-fraud service offered by virtually every U.S. commercial bank. It protects companies against altered checks and counterfeit check fraud. The software will assist in creating, transmitting and researching the check record that is sent for payment. If the presented check numbers, vendor name and amounts appear on a previously submitted electronic list, the check is sent through for payment. If any of the previous mentioned items do not match, the check is not cleared, and the Town is notified electronically.

**2.01-9. Remote Deposit Scanner**

The bank shall supply an electronic remote deposit scanner compatible with the Town's resources. The machine should allow for the processing of multiple checks and shall include security features in compliance with banking regulations.

## **2.02. Other Banking Services As-Needed**

1. Deposit slips at no additional cost to the Town. Approximately 10 slips may be used per month. The Town will purchase its own computer checks.
2. The Bank shall provide a safety deposit box at no additional charge, strictly for storing documents related to bonds, letters of credits, certificates etc. No cash is to be kept in the safety box.
3. The Town requests that the proposers provide the name, phone number, email address and title of a designated account executive, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business.
4. If the Town develops a need for additional accounts or services during the life of the depository agreement, such new accounts or services shall be provided with the same conditions as existing accounts. If the Federal Reserve, Depository Institutions Deregulations Committee, or other regulatory bodies provide for the establishment of new accounts or other regulations that are favorable to the Town, the bank shall make those new services available to the Town.
5. All returned checks due to insufficient funds shall be automatically re-deposited for a second time. The Town will notify the endorser if it does not clear after the second presentation.
6. All debit and credit memos required to adjust errors caused by the bank shall not be charged to the Town. A copy of the deposit slip must accompany all deposit errors. All bank errors must be corrected within ten (10) business days after notification by the Town.

**END OF SECTION**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

**Bank United**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Firm's Secretary

(Affirm Firm's Seal, if available)

ATTEST:

**Town of Miami Lakes**, a municipal corporation of the State of Florida

\_\_\_\_\_  
*Gina Inguanzo, Town Clerk*

\_\_\_\_\_  
Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

\_\_\_\_\_  
Town Attorney

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

Print: \_\_\_\_\_

NOTARIZATION

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did / did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

## EXHIBIT A - FEE SCHEDULE

Service	Unit Cost
<b><u>General Account Services</u></b>	
Deposit Credit (Remote Deposit Scanner)	\$ 3.36
Zero Balance Master Account Maintenance	\$ 10.00
Account Maintenance	\$ 25.00
Zero Balance Monthly Base	\$ 15.00
Debits Posted	\$ 4.62
DDA Statement	\$ 0.00
Client Analysis Statement	\$ 0.00
Transfer (Online Portal)	\$ 0.00
<b><u>Depository Services</u></b>	
Deposit Credit (Branch Deposit)	\$ 0.75
Desktop Deposit-Deposited Item	\$ 7.20
Cash Deposit (Branch Deposit)	\$ 73.75
Return Item – Chargeback	\$ 10.00
Online Portal Return Item Retrieval – Image	\$ 0.00
Return Item Redeposited	\$ 4.00
<b><u>Check Disbursement Services</u></b>	
Positive Pay Only – Monthly Base	\$ 40.00
Positive Pay Only – Item	\$ 7.40
Image View (Web Portal)	\$ 0.00
Image Paid Check Monthly Base	\$ 0.0
Image Paid Check per CD	\$ 25.00
DDA Checks Paid	\$ 9.30
Payee Validation Standard – Item	\$ 0.00
Image Paid Check per Item	\$ 7.30
<b><u>General ACH Services</u></b>	
Electronic Credits Posted	\$ 7.38
ACH Received Item	\$ 2.64
ACH Payments Item	\$ 1.44

ACH Payments Base Fee	\$ 15.00
ACH Fraud Filter Review Base (Web Portal)	\$ 45.00
ACH Fraud Filter Review Item	\$ 2.00
<b><u>Web Portal Services</u></b>	
Remote Deposit Scanner Monthly Base	\$ 25.00
Web Portal Search	\$ 0.00
Event Messaging Service (Email Notifications)	\$ 0.00
Event Messaging Service (Text Notifications)	\$ 0.00
Information Reporting History	\$ 47.40
Web Portal Basic Banking Base	\$ 25.00
Web Portal Basic Banking Additional Account Base	\$ 0.00

**EXHIBIT B – BANK’S PROPOSAL**

## The Town of Miami Lakes

### Banking Services

### RFP No 2018-19

May 30<sup>th</sup>, 2018



Submitted by:

**Emsley E Hylton II**

Senior Vice President of Government Banking  
Government Banking Relationship Manager  
2159 Coral Way  
Miami, Florida 33145  
Office: 772-559-3296  
Cell: 772-618-5188  
Email: [Ehylton@BankUnited.com](mailto:Ehylton@BankUnited.com)

**Steve Grant**

Vice President of Treasury Management Services  
  
44 East Central Ave  
Orlando, FL  
Office: 407-254-3030  
Cell: (305) 505-2857  
Email:- [Sgrant@bankUnited.com](mailto:Sgrant@bankUnited.com)

**Original Copy**

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**BankUnited Government Banking**

2159 Coral Way  
Miami, FL 33145

May 30<sup>st</sup>, 2018

Alex Rey  
Town Manager  
The Town of Miami Lakes  
6601 Main Street,  
Miami Lakes, FL 33014

To Whom It May Concern:

BankUnited is responding to and is interested in developing a banking relationship with the Town of Miami Lakes. BankUnited, N.A. is a National Bank and a wholly-owned subsidiary of BankUnited, Inc. (NYSE: BKU) headquartered in Miami Lakes, Florida. BankUnited offers 90 branches throughout Florida and six (6) banking centers in the New York metropolitan area to serve the County.

BankUnited is ranked by *Forbes* magazine as one of the largest independent depository institutions headquartered in Florida by assets. BankUnited provides a full suite of products and services designed to meet the needs of consumer, business, corporate and municipal clients.

Some of our accolades include:

- ***#1 for the southeast on Global Finance magazine's list of "Best Regional Banks in the U.S.," March 2015.***
- ***Superior five-star ratings from independent bank research firm BauerFinancial, earned consecutively and without interruption since first becoming eligible.***
- ***Top 25 New York Area's Largest Commercial Banks, Crain's New York Business, April 2015.***

At BankUnited, we define success by building strong relationships with our clients. It is with great confidence and sincere thanks that we submit the attached request for proposal. We look forward to the opportunity to work with the Town of Miami Lakes.

Sincerely,

Emsley E. Hylton II  
SVP, Government Banking

Steve Grant  
VP & Treasury Management Officer

## BankUnited Proposal Summary

- BankUnited will offer the Town our Public Funds Analysis Checking for the Town to manage their day to day banking needs. BankUnited will offer the Clerk 100bps (1.00% APY) interest on daily balance kept in this account. BankUnited will peg this rate to the fed funds rate less 75bps (*fed funds as of May 30<sup>th</sup> 2018 is 175bsp minus 75bps discount*) = 100bps (1.00%APY) throughout the contract period. BankUnited will fixed and floor your ECR at 100bps throughout the contract period, this will allow the Town to manage their cashflow.

### Calculating ECR

Earnings Credits will be calculated as follows:

$$= (\text{Available Balances} * \underline{1.00\% \text{ APY}}) / 365 * \# \text{ of days in month}$$

Reserve requirements, of 10% is deducted from the available collected balance prior to ECR being calculated and applied.

- BankUnited will offer the Town a liquid savings account to hold excess funds not required to offset fees. BankUnited will offer a rate of **175 bps (1.75% APY)** on all balances in this savings account (*based on the rates as of May 30<sup>th</sup> 2018*). This account will be either our Public Funds Money Market Account or our Public Funds Reserve Savings Account. The Bank will review the interest rate on a quarterly basis and adjust accordingly to market conditions. This account and interest rate offer **does not** have a floor rate. BankUnited will index the money market rate to half the Fed Funds rate change.
- BankUnited will **waive** the first two (2) months' service charge during the transition to BankUnited.
- BankUnited will cover the cost of supplies, including checks, deposit slips and other supplies required to complete the transition. In addition, the Bank will cover the cost of deposit slips throughout the contract period.
- BankUnited will provide the Town with a remote deposit scanner at no cost to the Town. This equipment will allow the Town to deposit checks from the convenience of their office.

The incentives identified above should provide the Town with the following savings.

Description	Cost	Comments
Remote Deposit Scanner	\$ 850.00	BankUnited will provide this at no cost to the Town.
52 weeks of Deposits Tickets	\$ 128.00	BankUnited will provide deposit tickets/slips at no cost to the Town throughout the contracted period.
Annual Deposit Bags \$67.99 per 100 bags supply	\$ 203.97	BankUnited will provide deposit bags at no cost to the Town throughout the contracted period.
<b>Total Incentive Savings for the first Year</b>	<b>\$ 1,181.97</b>	

**Projected savings for the next Three (3) years \$ 2,695.91** \* Things to know; while most cost are covered by compensating balances the Town should know that these cost above are usually hard cost most municipalities get hit with on a regular basis. Unless negotiated prior to time of contract.

- BankUnited will waive the FDIC assessment fee on the Town balances held at BankUnited.
- BankUnited partners with MetroBPS to process our clients' merchant services.
- BankUnited will provide on-line training for the Town's employees on the use of our Treasury Management system from our Treasury Specialist.
- BankUnited will waive a non-account holder check cashing fee for employees or vendors to cash checks drawn on the Town's account.
- BankUnited will offer employees of the Town our BankUnited at Work solution. This offer includes free checking, free on-line banking, free standard checks, and free standard size safe deposit box (if available).
- BankUnited will offer the Town access to our public finance solutions at preferred pricing.

*Company Declaration*



**Company Profile and Declaration**

Solicitation Name: Banking Services

Solicitation Number: 2018-19

Submitted By: BankUnited, Inc

(Respondent Firms' Legal Name)

BankUnited, NA

(Respondent D/B/A Name, if used for this Project)

(Name and Title of Officer Signing the Submittal for the Respondent)

Emsley Hylton SVP of Government Banking

(Contact Name, if different from Officer)

(Street Address)

Miami, FL 33145

(City/State/Zip Code)

ehylton@bankunited.com

(Email Address)

772-559-3296

(Phone Number)

**Declaration**

I, Emsley Hylton hereby declare that I am the

Print Name

Senior Vice President of BankUnited, NA

Title

Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifies as follows:

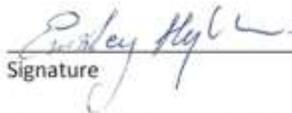
1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

- 13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
- 14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Miami-Dade County, State of Florida on 2018

  
\_\_\_\_\_  
Signature

**Emsley Hylton**  
\_\_\_\_\_  
Print Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

(Notary Seal/Stamp)

*Qualification of the Proposer*



### Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed seven (7) pages. Some information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

10yrs

- a. Professional Licenses/Certifications (include name and license #)\* Issuance Date

OCC Charter Number: 25028

FDIC Certificate Number: 58979

Federal Reserve ID for Bank Holding Company (RSSDHCR): 4028712

(\*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company:  Individual  Partnership  Corporation  LLC  Other

If other, please describe the type of company:

N/A

- a. FEIN/EIN Number:

27-0217289

- b. Dept. of Business Professional Regulation Category (DBPR):

N/A

- i. Date Licensed by DBPR:

N/A

- ii. License Number:

N/A

- c. Date registered to conduct business in the State of Florida:

05/21/2009

- i. Date filed:

05/21/2009

- ii. Document Number:

58979

- d. Primary Office Location:

14817 Oak Lane, Miami Lakes, Florida 33016

- e. Will all services be provided from the primary office?  Yes  No

- f. If No, what office/branch location will provide the majority of services?

15201 N.W. 67th Avenue Miami Lakes, FL 33014



g. Is this location within 10 miles of 6601 Main Street, Miami Lakes, Florida 33014?

Yes       No

If No, in a separate attachment, please address how your company will provide ready access to the Town and offer the full range of Banking Services requested in the RFP.

h. What is your primary business? 14817 Oak Lane. Miami Lakes, FL 33016  
(This answer should be specific)

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
<u>BankUnited is a publicly traded company owned by our investors</u>		
<u>BankUnited trades on the NYSE under BKU.</u>		

b. Is any owner identified above an owner in another company?  Yes  No

If yes, identify the name of the owner, other company names, and % ownership

N/A  
N/A

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (If more space is required, please use a separate attachment. Corporate resolutions are also acceptable)

Name	Title	Signatory Authority <small>(Ex. All, Cost up to threshold, No-Cost, etc.)</small>
<u>Gladys Reed EVP &amp; Managing Director</u>		
<u>Emsley Hylton SVP of Government Banking</u>		



N/A

N/A

4. Employee Information

- a. Total No. of Employees: 1785
- b. Total No. of Managerial/Admin. Employees: 362/585

5. Employer Modification Rating: \_\_\_\_\_

6. Insurance Information:

- a. Insurance Carrier name and address:  
American Guarantee & Liability, Ins
- b. Insurance Contact Name, telephone, and e-mail:  
Jason Davis-MMA-FL, Tel:- 305-717-6062
- c. Insurance Experience Modification Rating (EMR): 0.68  
(if no EMR rating please explain why)
- d. Number of Insurance Claims paid out in last 5 years & value: 75 claims paid value \$178,522.86

7. Have any lawsuits been file against your company in the past 5 years?  Yes  No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity.  Yes  No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations?  Yes  No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.



10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?  Yes  No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?  Yes  No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?  Yes  No

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

13. What is your company's current percent (%) collateral requirement for public funds? 25%

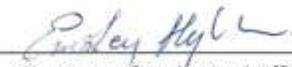
14. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

BankUnited is one of the largest employer that is headquartered in Miami Lakes Florida.

BankUnited is a major brand ambassador for the Town of Miami Lakes.

BankUnited has a team of expert that will support the Town of Miami Lakes.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By:   
Signature of Authorized Officer

05/30/2018  
Date

Emsley Hylton  
Printed Name

**BankUnited license numbers****BankUnited, National Association (FDIC #: 58979)**Status: **Active**• Insured since **May 21, 2009****BankUnited, National Association is an active bank**FDIC Unique Number (UNINUM): 489492FDIC Certificate Number: 58979Federal Reserve ID (RSSD-ID): 3938186Federal Reserve ID for Bank Holding Company (RSSDHCR): 4028712OCC Charter Number: 25028OTS Docket Number (historical): 18132

**BankUnited, National Association** has 104 domestic locations in 2 states, 0 locations in territories, and 0 foreign locations

Bank Holding Company:

BankUnited, Inc.

Established: May 21, 2009

FDIC Certificate #: 58979

Insured: May 21, 2009

Bank Charter Class:

National Bank

Headquarters:

14817 Oak Lane

Miami Lakes, FL 33016

Miami-Dade County

Regulated By: Office of the Comptroller of the CurrencyConsumer Assistance: <http://www.helpwithmybank.gov>Corporate Website: <http://www.BankUnited.com>

Data information can be verified at the following source:

[http://research.fdic.gov/bankfind/detail.html?bank=58979&name=BankUnited, National Association&searchName=BANKUNITED&searchFdic=&city=&state=&zip=&address=&searchWithin=&activeFlag=&tabId=1#](http://research.fdic.gov/bankfind/detail.html?bank=58979&name=BankUnited,NationalAssociation&searchName=BANKUNITED&searchFdic=&city=&state=&zip=&address=&searchWithin=&activeFlag=&tabId=1#)



**STATE OF FLORIDA**  
Office of the Chief Financial Officer  
Division of Treasury  
Bureau of Collateral Management

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**CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY**  
UNDER THE FLORIDA SECURITY FOR  
PUBLIC DEPOSITS ACT

This is to certify that

**BANKUNITED, N.A.**  
14817 OAK LANE  
MIAMI LAKES, FLORIDA 33016

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 29th day of February, 2012.



\_\_\_\_\_  
CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

DFS-J1-1002  
Rev. 3/92

## Statement of Qualification

BankUnited, N.A., is a national bank and a wholly-owned subsidiary of BankUnited, Inc. (NYSE:BKU). BankUnited is headquartered in Miami Lakes, Florida and our primary address is 14817 Oak Lane, Miami Lakes, FL 33016. We are a Qualified Public Financial Institution in accordance with Florida Statutes Chapter 280 and are insured by the Federal Deposit Insurance Corporation (FDIC).

BankUnited, Inc. was established on May 21, 2009, when a group of investors, led by John A. Kanas, acquired the assets and most of the liabilities of the former BankUnited, FSB (which was established October 3<sup>rd</sup> 1984) from the FDIC. The group recapitalized BankUnited with a \$900 million investment, making it one of the most well capitalized financial institutions in the country. They decided to keep the name because of its strong presence in the south Florida market.

BankUnited later acquired the municipal finance business from Koch Financial Corporation in October 2010 and now operates it under the name Pinnacle Public Finance, Inc. Pinnacle is headquartered in Scottsdale, Arizona and is a market leader in providing tax-exempt financing directly to its state and local government clients and through its vendor programs and alliances. With more than \$6 billion in financing and transactional experience in every state in the U.S., our team has the knowledge and the resources to fund complex programs that require innovative and flexible financing solutions. BankUnited also acquired a small business unit acquired from Butler Capital over the same period. This unit now operates as United Capital Business Lending and was headquartered in Hunt Valley, Maryland.

On January 28, 2011, BankUnited Inc. began trading on the New York Stock Exchange under the symbol BKU. The initial public offering was the largest for a U.S. bank in history. BankUnited later in that same year acquired Herald National Bank in New York for \$71.4 million.

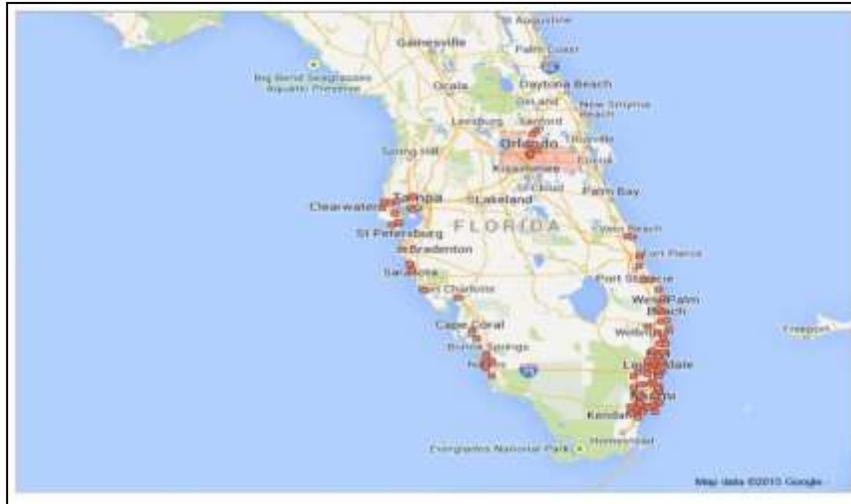
In 2012, BankUnited created a specialized unit to focus on municipalities and other government entities. This unit works closely with Pinnacle Public Finance to take care of the financial needs of our local community. The bank offers a broad range of treasury management tools, for all types of organizations, as well as traditional depository and lending products.

BankUnited personnel have extensive experience in providing financial services to the communities we serve. Since its rebirth, BankUnited has assembled a team of the most talented relationship managers who are ready to serve your needs.

BankUnited currently has over 1,000 employees throughout the State of Florida paying taxes and contributing to the local economy. We currently have \$30.3 billion in assets under management and growing as of December 31<sup>st</sup>, 2017.

**Statement of Qualification**

We have 90 locations throughout the state of Florida as illustrated below:



BankUnited is well capitalized and was ranked the 3<sup>rd</sup> best bank in America by *Forbes* magazine. Based on the strength of our balance sheet our collateralization rate with the state of Florida is 25%.

Requirement	Confirmation	Additional Information
The bank must be "Well Capitalized" as defined by the Federal Deposit Insurance Corporation with Total Risk-Based Capital Ratio equal to or greater than 10 percent, and Tier 1 Risk-Based Capital Ratio equal to or greater than 6 percent, and Tier 1 Leverage Capital Ratio equal to or greater than 5 percent.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Total Risk Based Capital Ratio: <b>14.5%</b>  Tier 1 Risk-Based Capital Ratio: <b>13.9%</b>  Tier 1 Leverage Capital Ratio: <b>10.2%</b>

**BankUnited Third Party Ratings**

Agency	Rating
Moody's Short-term Deposit	P-2
Moody's Long-term Deposit	Baa1
Moody's Long-term Issuer	Ba1
Fitch Short-term Deposit	F2
Fitch Long-term Deposit	BBB+
Fitch Long-term Issuer	BBB
Kroll Short-term Deposit	K1
Kroll Long-term Deposit	A
BauerFinancial	Five (5) Stars

**BankUnited Overview**

**Company Snapshot as of March 31, 2018**

- \$30.4 billion of assets
- \$22.1 billion of loans and leases, including equipment under operating lease
  - Non-covered loans and leases, including equipment under operating lease, grew by \$66 million during the three months ended March 31, 2018
- \$22.2 billion deposit portfolio
  - Total deposits increased by \$361 million for the three months ended March 31, 2018, with non-interest bearing demand deposits accounting for \$270 million of this increase.
- Net income of \$85.2 million, or \$0.77 per diluted common share, for the quarter ended March 31, 2018.



**BankUnited Branch Locations within a 10 miles radius of Town Hall**

BankUnited has been successful in offering government, commercial and retail banking across south Florida. The two would have access to two branch locations that with within a few minutes. The Town would be supported by our Miami Lakes Branch located at *15201 N.W 67<sup>th</sup> Ave. Miami Lakes, FL 33014*.

**BankUnited, NA (Primary Support Location)**  
15201 N.W. 67th Avenue Miami Lakes, FL 33014

Distance: less than 1 mile  
Phone: 305-827-2108  
Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
Drive-Thru Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
ATM | Drive-Thru

**BankUnited, NA**  
14817 Oak Lane Miami Lakes, FL 33016

Distance: 1 mile  
Phone: (786) 313-1010  
Hours: M-THU: 9AM-5PM FRI: 8AM-6PM

**BankUnited, NA**  
1291 W. 49th Street Hialeah, FL 33012

Distance: 3 miles  
Phone: 305-826-9044  
Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
Drive-Thru Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
ATM | Drive-Thru

**BankUnited, NA**  
17011 Miramar Pkwy Miramar, FL 33027

Distance: 6 miles  
Phone: 954-450-2012  
Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
Drive-Thru Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
ATM | Drive-Thru

**BankUnited, NA**  
160 S. Flamingo Road Pembroke Pines, FL 33027

Distance: 7 miles  
Phone: 954-437-9458  
Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM

**BankUnited, NA**  
10090 Pines Boulevard Pembroke Pines, FL 33024

Distance: 7 miles  
Phone: 954-392-7466  
Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
Drive-Thru Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
ATM | Drive-Thru

**BankUnited, NA**  
7970 N.W. 36th Street Miami, FL 33166

Distance: 7 miles  
Phone: 305-592-6641  
Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
Drive-Thru Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
ATM | Drive-Thru

**BankUnited, NA**  
2410 N.W. 72nd Avenue Miami, FL 33122

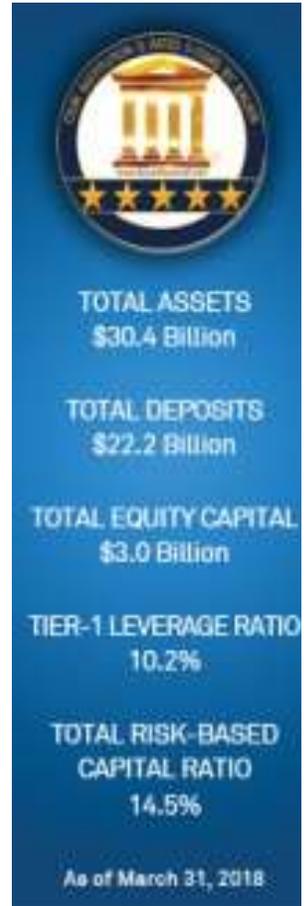
Distance: 8 miles  
Phone: 305-591-3227  
Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
Drive-Thru Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
ATM | Drive-Thru

**BankUnited, NA**  
12290 Biscayne Boulevard North Miami Beach, FL 33181

Distance: 9 miles  
Phone: (305) 899-5200  
Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
Drive-Thru Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
ATM | Drive-Thru

**BankUnited, NA**  
1099 NW 42nd Avenue Miami, FL 33126

Distance: 9 miles  
Phone: (786) 470-3100  
Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
Drive-Thru Hours: M-Thu: 9AM-5PM, Fri: 9AM-6PM  
ATM | Drive-Thru



Google Maps BankUnited to 6601 Main St, Miami Lakes, FL 33014 Drive 0.2 mile, 2 min



via New Barn Rd

2 min  
0.2 mile

### REFERENCES

Proposer shall submit as a part of the Proposal package, a minimum of three (3) of the most significant projects which were performed within the last three (3) years. Additional references may be provided as set forth below.

<b>Project #1:</b>	
Project Name: <b>General Banking Services</b>	
Type of Project/Service: <b>Online Treasury Management, ACH Origination &amp; Reporting, Wire Origination &amp; Reporting, ACH Fraud Control. Investment Products such as Money Market and Certificates of Deposit.</b>	
Address: <b>9101 Bonita Beach Rd. Bonita Springs, FL 34135</b>	
Contracting Agency/Client: <b>City of Bonita Springs</b>	
Contact Name and Phone #: <b>Anne Wright</b>	
Contact Job Title:- <b>Finance Director</b>	
Contact Email Address and Fax #: <b>anne.wright@cityofbonitasprings.org</b>	
Contract Amount:	Date Work Performed: <b>December 2015 to present</b>
Relationship Manager	<b>Emsley Hylton SVP of Government Banking</b>
Treasury Management Officer	<b>Mark Stevens Vice President of Treasury Management</b>
Contract Term:-	<b>Five(5) years</b>

<b>Project #2:</b>	
Project Name: <b>General Banking Services</b>	
Type of Project/Service: <b>Online Treasury Management, ACH Origination &amp; Reporting, Wire Origination &amp; Reporting, ACH Fraud Control. Investment Products such as Money Market and Certificates of Deposit.</b>	
Address: <b>277019101 Bonita Grande Dr. Bonita Springs, FL 34135</b>	
Contracting Agency/Client: <b>Bonita Springs Fire Control &amp; Rescue District</b>	
Contact Name and Phone #: <b>Lisa Gendron 239-949-6200</b>	
Contact Job Title:- <b>Finance Director</b>	
Contact Email Address and Fax #: <b>lisag@bonitafire.org</b>	
Contract Amount:	Date Work Performed: <b>October 2018 to present</b>
Relationship Manager	<b>Emsley Hylton SVP of Government Banking</b>
Treasury Management Officer	<b>Mark Stevens Vice President of Treasury Management</b>
Contract Term:-	<b>Five(5) years</b>

<b>Project #3:</b>	
Project Name: <b>General Banking Services</b>	
Type of Project/Service: <b>Online Treasury Management, ACH Origination &amp; Reporting, Wire Origination &amp; Reporting, Zero Balance Accounts, Remote Deposit, Image Cash Letter and ACH Fraud Control, Investment Products such as Money Market and Certificates of Deposit.</b>	
Address: <b>PO Box 1509, Vero Beach, FL 32961</b>	
Contracting Agency/Client: <b>Indian River County Tax Collector</b>	
Contact Name and Phone #: <b>Eve Prete - Finance Director 772-226-1335</b>	
Contact Email Address and Fax #: <b>Eprete@IRCTax.com</b>	
Contract Amount:	Date Work Performed: <b>August 2015 to present</b>
Relationship Manager	<b>Emsley Hylton SVP of Government Banking</b>
Treasury Management Officer	<b>Mark Stevens Vice President of Treasury Management</b>
Contract Term:-	<b>Three (3) years with renewal option</b>

<b>Project #4:</b>	
Project Name: <b>General Banking Services</b>	
Type of Project/Service: <b>Online Treasury Management, ACH Origination &amp; Reporting, Wire Origination &amp; Reporting, Zero Balance Accounts, Remote Deposit and ACH Fraud Control</b>	
Address: <b>5800 Melaleuca Lane, Greenacres, FL 33463</b>	
Contracting Agency/Client: <b>City of Greenacres</b>	
Contact Name and Phone #: <b>James McInnis - Finance Director 561-642-2020</b>	
Contact Email Address and Fax #: <b>Jmcinnis@ci.greenacres.fl.us</b>	
Contract Amount:	Date Work Performed: <b>December 2014 to present</b>
Relationship Manager	<b>Emsley Hylton SVP of Government Banking</b>
Treasury Management Officer	<b>Mark Stevens Vice President of Treasury Management</b>
Contract Term:-	<b>Five (5) years</b>

<b>Project #5:</b>	
Project Name: <b>General Banking Services</b>	
Type of Project/Service: <b>Online Treasury Management, ACH Origination &amp; Reporting, Wire Origination &amp; Reporting, Zero Balance Accounts, Positive Pay, ACH Fraud Control, Remote Deposit Capture, CD Rom</b>	
Address: <b>4300 NW 36th Street, Lauderdale Lakes, FL 33319</b>	
Contracting Agency/Client: <b>City of Lauderdale Lakes</b>	
Contact Name and Phone #: <b>Susan Gooding-Liburd 954-535-2713</b>	
Contact Email Address and Fax #: <b>Susangl@lauderdalelakes.org</b>	
Contract Amount:	Date Work Performed: <b>October 2012 to present</b>
Relationship Manager	<b>Emsley Hylton SVP of Government Banking</b>
Treasury Management Officer	<b>Mark Stevens Vice President of Treasury Management</b>
Contract Term:-	<b>5yrs</b>

<b>Project #6:</b>	
Project Name: <b>General Banking Services</b>	
Type of Project/Service: <b>Online Treasury Management, ACH Origination &amp; Reporting, Wire Origination &amp; Reporting, Zero Balance Accounts, ACH Fraud Control, Remote Deposit Capture, CD Rom</b>	
Address: <b>120 108<sup>th</sup> Ave, Treasure Island, FL 33706</b>	
Contracting Agency/Client: <b>City of Treasure Island</b>	
Contact Name and Phone #: <b>Amy Davis 727-547-4575</b>	
Contact Email Address and Fax #: <b>adavis@mytreasureisland.org</b>	
Contract Amount:	Date Work Performed: <b>March 2018 to present</b>
Relationship Manager	<b>Emsley Hylton SVP of Government Banking</b>
Treasury Management Officer	<b>Mark Stevens Vice President of Treasury Management</b>
Contract Term:-	<b>5yrs</b>

<b>Project #7:</b>	
Project Name: <b>General Banking Services</b>	
Type of Project/Service: <b>Online Treasury Management, ACH Origination &amp; Reporting, Wire Origination &amp; Reporting, Zero Balance Accounts, ACH Fraud Control, Remote Deposit Capture, CD Rom, brinks vault services</b>	
Address: <b>120 108<sup>th</sup> Ave, Treasure Island, FL 33706</b>	
Contracting Agency/Client: <b>Pinellas Suncoast Transit Authority</b>	
Contact Name and Phone #: <b>Michael Hanson 727-540-1842</b>	
Contact Job Title:- <b>Finance Director</b>	
Contact Email Address and Fax #: <b><u>mhanson@psta.net</u></b>	
Contract Amount:	Date Work Performed: <b>October 2017 to present</b>
Relationship Manager	<b>Emsley Hylton SVP of Government Banking</b>
Treasury Management Officer	<b>Mark Stevens Vice President of Treasury Management</b>

### **BankUnited Recent Accomplishments:**

BankUnited was recently awarded the banking services contract for City of Treasure Island, Dec 2017.

BankUnited was recently awarded the banking services contract for Bonita Springs Fire District, Oct 2017.

BankUnited was recently awarded the banking services contract for Pinellas Suncoast Transit Authority, June 2017.

BankUnited recently financed the City of Panama City Water & Sewer Revenue Note, series 2015 for \$32,135,000.00

BankUnited recently financed Volusia County Capital Improvement Revenue Bond, series 2015 for \$9,000,000.00

BankUnited recently financed the City of Coral Springs Capital Improvement Revenue Bond, series 2015 for \$7,780,000.00

BankUnited recently financed the City of Miramar System Refunding Revenue Bond, series 2015 for \$11,485,000.00

BankUnited recently financed Saint Lucie County Capital Improvement Revenue Bond, series 2015 for \$7,000,000.00

BankUnited does a lot of our public sector lending through Pinnacle Public Finance which is a subsidiary of BankUnited, Inc. Our goal is to continue to focus on meeting the needs of our customers.

## Disaster Recovery

In the event of a natural disaster the bank will deploy our mobile branch to support the resident of the Town until normal operations is backup running.

The mobile branch will be staffed by local branch personnel and will have all the capabilities of a traditional BankUnited branch. Customers will be able to open accounts, conduct transactions and apply for loans.

Once the traditional branch is open for business, accounts opened at the mobile branch will automatically transfer to the permanent local branch.

The fully-equipped, well-appointed bus-style recreational vehicle is outfitted with all the accoutrements one would expect to find at any newly-refurbished BankUnited branch. Inside, BankUnited's signature palate of pastel browns and blues and open floor plan greet customers. There are two offices staffed with relationship bankers from the local branch. On the outside, customers can utilize the ATM and walk-up teller window for transactions. Additional features of the nine-foot by 25-foot roving branch include an exterior flat-screen video display; Wi-Fi capability; GPS; generator; and a restroom. In the event of a natural disaster, the generator-supplied power to the branch will allow it to respond to communities in Florida where widespread power outages may otherwise prevent people from accessing cash at ATMs.

Other facts about BankUnited's mobile branch:

- Holds 60 gallons of diesel fuel
- Complies with 2010 energy and environmental standards
- High-efficiency engine
- Low carbon emissions

*Please review our mobile branch below*



BankUnited Mobile Branch



Inside the client service area



example of client interaction

BankUnited has all the support structure to give our clients access to banking in the event of a disaster.

*Service Approach*

## **D1. STATEMENT OF WORK**

The Town of Miami Lakes (The Town) requires a banking institute to manage the Town's daily banking requirements, including, but not limited to, account management, secured electronic wire transfers, ACH payments, ACH receipts, ACH fraud, electronic approval workflows, positive pay, competitive bank accounts, optional sub-accounts, sophisticated on-line services, and other banking services as-needed, collectively referred to as "Banking Services." Banking Services does NOT include investment offerings, merchant services, credit cards or purchase cards. The Town shall consider these services as optional and/or additional to Banking Services. The Successful Proposer must provide every element of the Banking Services described in detail below.

### *D1.01. ACCOUNT STRUCTURE*

The Town requires at least seven (7) bank accounts including, but not limited to, an interest bearing Zero Balance Account ("ZBA") master, depository, disbursement, payroll, a 501(c)(3) entity account and two others. The Town reserves the right to change its account structure based on needs and pricing.

*Agreed, BankUnited will comply with the Town's request. We recommend adding an additional account to manage surplus funds such as our Public funds Money Market Savings account. We have provided additional details within the appendix section of this response.*

### *D1.02. OPERATING ACCOUNTS*

The Bank will establish the account structure stated in 1(a) based on a hierarchy where the depository and disbursement accounts transfer daily balances to the ZBA master account. In addition, the payroll account also links to the ZBA master. Interest shall be calculated and accrued on the ZBA master based on the daily balance. The following requirements will also apply to all operating accounts:

1. Deposits and disbursements shall process based on the bank's current time schedule/policy according to the industry's best practices.
2. The bank must notify the Town of any changes to the schedule.
3. The bank must notify the Town of any changes to bank fees.

*Agreed, BankUnited will comply with the Town's request.*

### *D1.03. PAYROLL ACCOUNT*

This account will be used solely to process payroll disbursements to the Town's payroll provider for the benefit of our employees. There will not be any direct deposits into this account, except for the bank transfers from the ZBA master to cover checks presented for payment by ADP. This account will also handle automatic withdrawals from ADP to fund the payroll, manual checks and taxes, health and other benefits. The account should be linked and receive funding solely from this the ZBA account.

*Agreed, BankUnited will comply with the Town's request*

***D1.04. WIRE TRANSFERS***

The balance of all wire transfers received by the Bank prior to the end of the business day must be available to the Town, regardless of the time of actual receipt by the bank. Should the Bank not receive a wire transfer, then the wire transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfer. The Bank will make adjustments as soon as possible for any lost interest, if necessary. The Bank shall execute any wire transfer order within one (1) hour after notification by the Town's Finance Manager or Designee through a computer terminal, telephone, or fax. Wire transfers will be limited to predetermined bank accounts approved by the Town in advance and withdrawn only from the Town's disbursement account. The Bank must notify the Town within one (1) hour of any wire transfer orders to any bank accounts not included in the predetermined list. The Bank shall be responsible for any wire transfers to any account not included in the predetermined list.

[Agreed, BankUnited will comply. The town should note that BankUnited will do a callback verification on all outgoing wires that are done via telephone or fax.](#)

***D1.04-1. Electronic Wire Transfers***

Electronic wire transfers shall be withdrawn from the disbursement account ONLY and must be approved by following an authorized electronic workflow including, but not limited to, a requestor/initiator and an approver.

[Agreed, BankUnited will comply.](#)

***D1.04-2. Manual Wire Transfers***

Wire will be requested via a bank preprinted form and signed by at least one authorized signer. In addition, the Bank shall confirm the wire with a different authorized signer via phone.

[Agreed, we have included a copy of our manual wire request form which is located within the appendix section of this response.](#)

*D1.05. ONLINE BANKING SERVICES (WEB PORTAL)*

The Town requires a full array of on-line banking services such as positive pay, ACH fraud, the ability to view the status of checks, transfer funds between accounts, stop-payments, wire transfers, ACH payments, etc. The system should allow adding different levels of users and permissions. In addition, it should be workflow enabled, user friendly and web-enabled. The online portal must have the capability to notify the Town in real-time, via electronic notifications of all transactions affecting Town bank accounts.

Agreed, Our Online Treasury Management is able support all the features listed above and more. Our Online Treasury Management platform provides comprehensive reporting and seamless access to your Treasury Management services, all from a simple, easy to navigate dashboard. You can view real-time account activity, set up customizable account alerts, and easily initiate electronic payments including ACH, Wires, and Book Transfers. With fraud prevention capabilities including dual approvals, One-Time Passcodes, and Multi-Factor Authentication, Online Treasury Management is a safe, secure way to manage your accounts, 24 hours a day, 7 days a week

Benefits of our Online Treasury Management Service include access to:

- Account balance information, reports and check images
- Account Alerts
- Automated Clearing House (ACH) Origination
- Bill Payment
- eStatements
- Internal (book) transfers
- Lockbox Services
- Positive Pay
- Quickbooks/Quicken Downloads
- Remote Deposit Capture (RDC)
- Stop payments
- Wire transfer initiation (domestic and international—US dollars only)

#### *D1.06. MONTHLY STATEMENTS*

Monthly bank statements should be available on online, providing for the delivery choice of email and/or regular mail. The statements should be provided to the Town's finance department with full reconciliation documentation supporting all entries on the statement within five (5) business days after the last calendar day of each month, for each account. A monthly detailed account analysis for each account enumerating the account activity by type of service and activity volume within each service. If compensating balance is utilized, provide analysis of fees compared to earnings allowance. Including average balances, net monthly earnings, total costs and any gain or loss by the bank.

Agreed

#### *D1.07. ACH SERVICES*

The Bank must provide ACH services for both debit and credit transactions. The Town requires the ability to generate ACH transactions for payroll transactions, vendor payments and provider transmittals. The proposal should include the methods of transmission, cut-off times, and any security features related to processing any of the above. These services MUST include ACH fraud functionality to ensure that only authorized transactions are processed.

Agreed

#### *D1.08. POSITIVE PAY<sup>TM</sup>*

The Town will require that the bank provides Positive Pay (or an equivalent product) an anti-fraud service offered by virtually every U.S. commercial bank. It protects companies against altered checks and counterfeit check fraud. The software will assist in creating, transmitting and researching the check record that is sent for payment. If the presented check numbers, vendor name and amounts appear on a previously submitted electronic list, the check is sent through for payment. If any of the previous mentioned items do not match, the check is not cleared, and the Town is notified electronically.

Agreed, BankUnited's Positive Pay solutions protect against the financial loss associated with check fraud and maximize control over the payment process. With Positive Pay, your company can monitor and detect unusual or unauthorized disbursement activity by comparing paid items against issue information to determine any discrepancies. In addition, checks can be conveniently and confidently paid or returned electronically using Online Treasury Management.

Our Positive Pay solutions can also help to detect fraud when a check is presented for payment at one of our branch locations. Branch personnel can compare the presented item to your company's submitted issued check file. If the check does not correspond to the information in the issue file, the presenter will be referred to your company or your Relationship Manager.

Benefits of our Positive Pay solutions include:

- Increased fraud protection
- Reduced disbursement risk
- Enhanced control over check discrepancies
- Quick identification of suspect items
- Decreased accounting errors

As an added security feature, BankUnited also offers Payee Positive Pay services. Payee Positive Pay is not a service that is required by all but it does add another layer of fraud protection for those who may have issue with checks being altered. For this service, a fourth component verified is the Payee Name. Payee name verification (PNV) engages image based software at the time of check presentment that matches the Payee Name imprinted on the check to the Payee Name detailed within the issue file up to the first 80 characters. For Payee Positive Pay Services all four components of the check issue file must match to the item presented or it will be presented as an exception.

*D1.09. REMOTE DEPOSIT SCANNER*

The bank shall supply an electronic remote deposit scanner compatible with the Town's resources. The machine should allow for the processing of multiple checks and shall include security features in compliance with banking regulations.

Agreed, the Town can electronically deposit checks to your business accounts, 24 hours a day, 7 days a week, directly from your office with our secure Remote Deposit Capture (RDC) service. Just scan your checks and send the images to us electronically for deposit into your accounts. All you need is a PC, high speed internet connection and a scanner. It's safe, simple and secure.

Benefits of Remote Deposit Capture:

- Convenience – Transmit checks for deposit on your schedule
- Improve cash flow – Make deposits as you receive checks for faster availability
- Efficient – Increase productivity and cost savings by reducing transportation time and cost
- Streamlined recordkeeping – Transaction date and check images can be exported for customized reporting or uploaded to accounting software. Non Qualifying items such as re-deposited items, bonds and foreign checks, cannot be processed via RDC scanner. These items must be processed by a branch.

Deposits received before 7:30 pm ET M-F will be processed on that business day for next day availability. Transactions submitted after the cutoff will be deposited on the next banking day. At BankUnited, we are here to support and work with you to develop a program that best fits your needs.



BankUnited will provide a single Multi scanner at **no cost** to the Town.

**D2. OTHER BANKING SERVICES REQUIRED**

1. Deposit slips at no additional cost to the Town. Approximately 10 slips may be used per month. The Town will purchase its own computer checks.

Agreed, the Town should contact their designated support representative Becca Mullins or Caryn Chase for supply reorder.

2. The Bank shall provide a safety deposit box at no additional charge, strictly for storing documents related to bonds, letters of credits, certificates etc. No cash is to be kept in the safety box.

Agreed, BankUnited will provide a safety deposit box at no cost. However, this is contingent on the availability of a box. The Town should know that not all branch location offer a safety deposit box.

3. The Town requests that the proposers provide the name, phone number, email address and title of a designated account executive, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business.

Agreed, The Town of Miami lakes primary point of contact is Emsley Hylton II SVP of Government Banking and Steve Grant, VP & Treasury Management Officer.

Emsley E. Hylton, II, Senior Vice President, Government Banking  
2159 Coral Way. Miami, FL 33145  
Direct Cell: 772-559-3296; Cell:- 772-618-5188; Email: ehylton@BankUnited.com

Steve Grant, CTP, Vice President, Treasury Management  
2159 Coral Way. Miami, FL 33145  
Cell: 305-505-2857; E-mail: [sgrant@BankUnited.com](mailto:sgrant@BankUnited.com)

BankUnited has a philosophy and culture of giving their clients direct access to decision makers. Should the Town have a problem with their services your designated account manager is our first point of contact. Should the Clerk have an issue that it feels is not resolved to their satisfaction, the Clerk can contact the head of Government Banking & Private Client Services.



Our government banking support associates as available between 8:00am to 5:00pm Monday to Friday. You can also reach members of our Treasury Management Client Service Center Monday through Friday, 8:30 am to 5:30 pm.

4. If the Town develops a need for additional accounts or services during the life of the depository agreement, such new accounts or services shall be provided with the same conditions as existing accounts. If the Federal Reserve, Depository Institutions Deregulations Committee, or other regulatory bodies provide for the establishment of new accounts or other regulations that are favorable to the Town, the bank shall make those new services available to the Town.

Agreed, in addition, BankUnited will price these future services based on the Pro-forma attached. Should the Town request a service not currently offered by the bank nor is listed on the Pricing ProForm. BankUnited will offer those services at 10% over future cost.

5. All returned checks due to insufficient funds shall be automatically re-deposited for a second time. The Town will notify the endorser if it does not clear after the second presentation.

When checks or other items that you deposit to your account are returned for insufficient or uncollected funds, we may, at our sole discretion, re-present those checks or other items a second time without notifying you that the check or item was returned. You agree that we are not responsible for any loss or damage you may incur as a result of our not notifying you when such check or other item was first returned. At our option, we may re-present the check electronically.

6. All debit and credit memos required to adjust errors caused by the bank shall not be charged to the Town. A copy of the deposit slip must accompany all deposit errors. All bank errors must be corrected within ten (10) business days after notification by the Town.

Agreed, any debit or credit adjustments will be made as separate entries on the depository account. BankUnited will be able to provide a debit or credit memo which outlines the reason for adjustment, deposit breakdown, and a copy of the deposit ticket.

### **D3. TRANSITION**

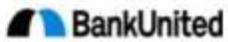
At the discretion of the Town, the selected Proposer shall coordinate and transition the Services from the incumbent vendor to its system within a timeframe to be agreed upon between the Town and the selected Proposer. All funds from current accounts must be transferred by the selected Proposer. The selected Proposer shall not receive compensation for this transition and shall be limited to the fees provided in its Proposal.

BankUnited is sensitive to your transition concerns. Our extensive experience makes us experts in the implementation and transition processes. Our relationship team will work directly with the Town transition team. We will customize a work plan that meets and exceeds your transition needs. All services will be ready to go the day the Town wishes to go live. It is our intention to provide a smooth transition for the Town with as little inconvenience as possible.

BankUnited will work with the Town to customize a timeline that meets the Town's needs. Our services may be implemented in as little as a week, once all completed paperwork has been returned. File testing, as needed, may take additional time and will also be based on the response time of the Town.

BankUnited recommends that planning for implementation and transition begin as soon as possible. Once we have fully executed and signed documents, we can implement the majority of your services in less than 30 days. Availability and file testing by the Town is a crucial part of these timelines.

BankUnited’s relationship team is also your implementation team, so that the Town has a smooth transition to the bank. A copy of your implementation plan is located on the next page and within the appendix section of this response.

BankUnited Treasury Management : Sample Implementation Project Plan 					
Client Name: Town of Miami Lakes(refer to as City)					
Live Date: MM/DD/YYYY					
Task	Task Name	Responsibility	Start	Finish	Comments
1	<b>Implementation Kickoff Meeting</b>	<b>BankUnited / City</b>			
2	Introduce Meeting Attendees / Exchange Contact Information	BankUnited / City			
3	Define / Clarify Banking Requirements	BankUnited / City			
4	Define Accounts & Signers	BankUnited / City			
5	Treasury Products / Services	BankUnited / City			
6	Request additional information and sample documents	BankUnited / City			
7	Review Implementation Project Plan	BankUnited / City			
8	Outline Next Steps	BankUnited / City			
9					
10	<b>Provide Information &amp; Documentation to City</b>	<b>BankUnited</b>			
11	Accounts	BankUnited			
13	Corporate Resolutions & Signature Cards	BankUnited			
14	ABA Routing Numbers & Account Number	BankUnited			
15	Check Specification Sheets	BankUnited			
16	Treasury	BankUnited			
17	Online Banking Enrollment Form	BankUnited			
18	Remote Deposit Capture Enrollment Form	BankUnited			
19	Zero Balance Account Agreement				
20	Optional Services Agreements				
21	<b>Provide Information and Return Documents to BankUnited</b>	<b>City</b>			
22	Accounts	City			
23	Corporate Resolution & Signature Cards	City			
24	Account Signer Identification (SSN, DL, DOB, etc.)	City			
25	Treasury	City			
26	Signed Online Banking Enrollment Form	City			
27	Signed Remote Deposit Capture Enrollment Form	City			
28					
29	<b>Account Opening</b>	<b>BankUnited</b>			
30	Open Accounts in Bank Accounting System	BankUnited			
31	Obtain Account Supplies (checks, etc)	BankUnited			
32	Provide Account Numbers to Company	BankUnited			

Task	Task Name	Responsibility	Start	Finish	Notes
33	<b>Implementation</b>	<b>BankUnited</b>			
34	Account Analysis	BankUnited			
35	Code Accounts in Bank Accounting System	BankUnited			
36	Online Banking	BankUnited			
37	Code Accounts in Bank Accounting System	BankUnited			
38	Add Customer, Accounts, Administrators	BankUnited			
39	Add ACH/Wire Modules	BankUnited			
40	Assign Transaction Specifications	BankUnited			
41	E-Mail Sign-on information to Administrators	BankUnited			
42	Remote Deposit Capture	BankUnited			
43	Code Accounts in Bank Accounting System	BankUnited			
44	Add Customer, Accounts, Administrators	BankUnited			
45	Assign Transaction Specifications	BankUnited			
46	E-Mail Sign-on information to Administrators	BankUnited			
47	Return Deposit Fax Notification	BankUnited			
48	Code Accounts in Bank Accounting System	BankUnited			
49					
50	<b>Implementation Verification</b>	<b>BankUnited</b>			
51	Verify Implementation	BankUnited			
52	Implementation Complete	BankUnited			
53					
54	<b>Training</b>	<b>BankUnited / City</b>			
55	Install Scanning Equipment	BankUnited / City			
56	Coordinate Training (Dates, Participants, etc)	BankUnited / City			
57	Conduct Training Session's	BankUnited / City			
58					
59	<b>Go Live with BankUnited</b>	<b>BankUnited / City</b>			
60					
61	<b>Post Implementation Follow Up</b>	<b>BankUnited / City</b>			
62	Confirm all Expected Products / Services are Functioning	BankUnited / City			
63	Provide Ongoing Training (as requested)	BankUnited / City			

#### D4. CONTRACT TERM

The Term of this Agreement shall be for three (3) year(s) commencing on the effective date of the Agreement.

The Town, by action of the Town Manager, has the option to extend the term of the Agreement for two (2) additional one-year terms, subject to continued satisfactory performance as determined by the Town Manager and to the availability and appropriation of funds.

Agreed, BankUnited will fixed the proposed pricing for a period of 5yrs.

### **Service Approach**

In a document not to exceed ten (10) pages, Proposer must discuss how it will provide service for each of the services required in Section D, Scope of Services. At a minimum, this document should have sections for each of the following:

- a. Account Structure
- b. Operating Accounts
- c. Payroll Account
- d. Wire Transfers
- e. Online Banking Services
- f. Monthly Statements
- g. ACH Services
- h. Positive Pay
- i. Remote Deposit Scanner
- j. Other Banking Services
- k. Community Partnership

#### **a. Account Structure**

The Town requires at least seven (7) bank accounts including, but not limited to, an interest bearing Zero Balance Account (“ZBA”) master, depository, disbursement, payroll, a 501(c)(3) entity account and two others. The Town reserves the right to change its account structure based on needs and pricing.

BankUnited has reviewed the structure provided by the Town and is able to meet the requirements of offering at least seven (7) bank accounts including, but not limited to, a Zero Balance Account (“ZBA”) master along with an interest bearing Money Market account, depository, disbursement, payroll, a 501(c)(3) entity account and two others. Under the BankUnited structure the ZBA structure will concentrate funds at the end of the day to the Master account. The funds in the Master account can either remain in the Demand Deposit Account to offset service charges or be manually moved to a Money Market account. During the business day if a sub account moves to a negative balance as debits are applied to the account, the master account will automatically move money down to the sub account to keep the balance at zero. All transactions can be monitored daily from our on-line portal discussed in more detail in section e. On-Line Banking Service.

#### **b. Operating Account**

The Bank will establish the account structure stated in 1(a) based on a hierarchy where the depository and disbursement accounts transfer daily balances to the ZBA master account. In addition, the payroll account also links to the ZBA master. Interest shall be calculated and accrued on the ZBA master based on the daily balance. The following requirements will also apply to all operating accounts:

1. Deposits and disbursements shall process based on the bank’s current time schedule/policy according to the industry’s best practices.
2. The bank must notify the Town of any changes to the schedule.
3. The bank must notify the Town of any changes to bank fees.

BankUnited will establish the account structure stated in 1(a) based on a hierarchy where the depository and disbursement accounts transfer daily balances to the ZBA master account. In addition,

the payroll account at BankUnited will be linked to the ZBA master. Rather than pay the Town a lower DDA interest rate, BankUnited will offer a compelling interest rate for the Earnings Credit Rate and the Money Market account. The Earnings Credit Rate (ECR) shall be calculated and accrued on the ZBA master based on the daily balance, less reserve requirements. The following requirements of the Town will also apply to all operating accounts:

1. Deposits and disbursements shall process based on the bank's current time schedule/policy according to the industry's best practices (Please see our Funds Availability Schedule)
2. BankUnited will notify the Town of any changes to the Funds Availability Schedule.
3. BankUnited will notify the Town of any changes to bank fees.

**c. Payroll Account**

This account will be used solely to process payroll disbursements to the Town's payroll provider for the benefit of our employees. There will not be any direct deposits into this account, except for the bank transfers from the ZBA master to cover checks presented for payment by ADP. This account will also handle automatic withdrawals from ADP to fund the payroll, manual checks and taxes, health and other benefits. The account should be linked and receive funding solely from this the ZBA account.

BankUnited will offer a payroll account that will be used solely to process payroll disbursements to the Town's payroll provider for the benefit of the employees. BankUnited will set up ACH fraud control where the Town can set up filters to allow authorized ACH Debits. This account will also handle automatic withdrawals from ADP to fund the payroll, manual checks and taxes, health and other benefits. The account will be linked and receive funding solely from the ZBA Master account.

**d. Wire Transfers**

The balance of all wire transfers received by the Bank prior to the end of the business day must be available to the Town, regardless of the time of actual receipt by the bank. Should the Bank not receive a wire transfer, then the wire transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfer. The Bank will make adjustments as soon as possible for any lost interest, if necessary. The Bank shall execute any wire transfer order within one (1) hour after notification by the Town's Finance Manager or Designee through a computer terminal, telephone, or fax. Wire transfers will be limited to predetermined bank accounts approved by the Town in advance and withdrawn only from the Town's disbursement account. The Bank must notify the Town within one (1) hour of any wire transfer orders to any bank accounts not included in the predetermined list. The Bank shall be responsible for any wire transfers to any account not included in the predetermined list.

BankUnited will process all wire transfers for the Town that are received by the Bank prior to the end of the business day. BankUnited will make all wire funds received before the end of day cut-off available to the Town. In the event the Town is aware that an expected incoming wire is not posted, Please contact your Relationship Manager, Emsley Hylton, to start the research process. Should the Bank not receive a wire transfer, then the wire transfer will be traced to determine the issue. The Bank will make adjustments as soon as possible for any lost interest, if the issue resides in the BankUnited system. BankUnited will not have any responsibility for adjusting interest for any wire issues related to issues caused by the sender, nor will BankUnited have any responsibility under any condition by Force Majeure.

BankUnited will use best efforts to execute any wire transfer order received by the Town within one (1) hour after notification by the Town's Finance Manager or Designee through our On-line system called On-line Treasury Management. Due to increasing wire fraud and governmental regulations surrounding wire transfers; BankUnited cannot guarantee Wire transfers are released by the bank in under an hour.

BankUnited processes all outgoing wires until 4 pm EST if the Town needs a later wire released, the bank can extend the window until 5 pm EST.

With the BankUnited On line Treasury Management platform the Town controls all the processing of wires from establishing dual or single control of wires, allowing freeform or repetitive wires and access to the wire module. If the Town would only like to limit wires to a repetitive nature then the Town has the ability to choose this. The Town has the ability to predetermine all the accounts that can send wires. During the implementation process the Town can establish that only wires can be withdrawn from the Town's disbursement account.

BankUnited will use best effort to notify the Town within one (1) hour of any wire transfer orders to any bank accounts not included in the predetermined list. However, if the Town does not allow Freeform wires this possibility would not be availability to users. The Responsibility of setting up the wire authority for the Town resides with the Administrators appointed by the Town. BankUnited will train and support the Administrators in accomplishing this task, however; if the Town's Administrators fail to lock down the system properly then BankUnited will not be responsible for any wire transfers to any account not included in the predetermined list.

BankUnited's On-line Treasury Management offers multiple levels of security to prevent wire transfer and ACH origination fraud. Some of our security protocols include:

- Three step log on process; customer ID, user ID, and password
- One time access code for ACH and Wire functionality
- Daily Wire and ACH dollar limits
- Dual control for wire and ACH origination
- Up to three approvals for wire
- Dual control for ACH origination
- Template approvals
- Test Keys optional for Wire processing
- Password changes required every 120 days
- User lock-out for inactivity after 90 days
- Security question prompts
- Dual control available for administrative functions

BankUnited views the safety and security of our systems and customer information with the utmost importance. We have many controls in place that that include, multi-authentication, malware review, ID verification, multi-bank indications, and much more.

Here's a sample of our OTM Wire Transfer & ACH initiation screen.

**Initiating a Wire Template in Online Treasury Management**

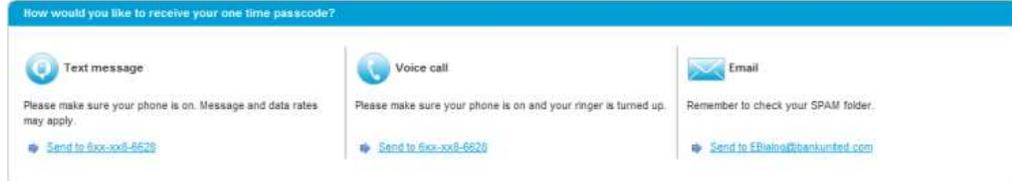
1. Log into Online Treasury Management.
2. Select Wire Transfer from drop-down menu.
3. Click Input tab.



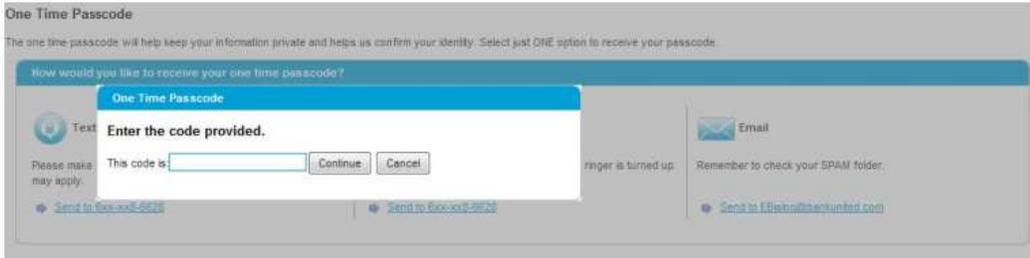
4. You will be prompted for a One-Time Passcode. Choose the method of receipt.

**One Time Passcode**

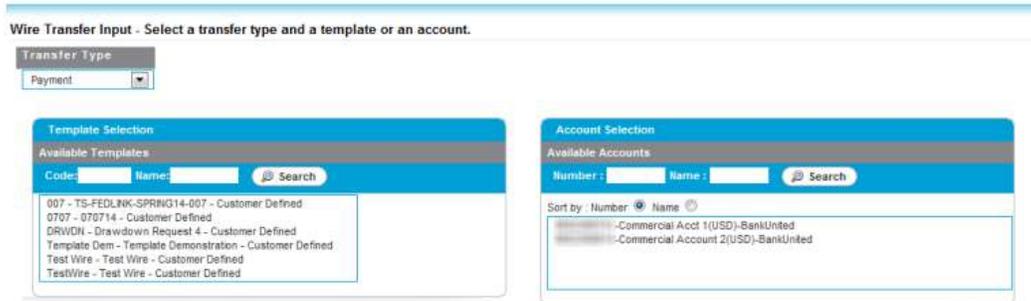
The one time passcode will help keep your information private and helps us confirm your identity. Select just ONE option to receive your passcode.



5. Enter the One-Time Passcode and click Continue.



6. On the Wire Transfer Input screen, you may select:
  - a. An available wire template to transmit.
  - b. Initiate a free-form wire to transmit from the list of available accounts.



*Manual Wire Transfers*

Wire will be requested via a bank preprinted form and signed by at least one authorized signer. In-addition, the Bank shall confirm the wire with a different authorized signer via phone.

Agreed, The Town will be provided the blank wire template form, the Town should contact their designated support associate to initiate their wire request. Your support associate will verify the wire information via a recorded line to confirm the instruction provided prior to releasing the wire transfer.

**e. On-line Banking Services(Web Portal)**

The Town requires a full array of on-line banking services such as positive pay, ACH fraud, the ability to view the status of checks, transfer funds between accounts, stop-payments, wire transfers, ACH payments, etc. The system should allow adding different levels of users and permissions. In addition, it should be workflow enabled, user friendly and web-enabled. The online portal must have the capability to notify the Town in real-time, via electronic notifications of all transactions affecting Town bank accounts

BankUnited invites you to review our Online Treasury Management demonstration in lieu of screen shots. Please click on the link below.

<http://www.oectours.com/mobile/?b=956&c=9198&p=20682>

BankUnited offers a cost-effective and secure option to manage your bank accounts directly from your office. With 24 hour a day, seven day a week access to the Town's financial information, you have greater control over your cash position and account transactions. BankUnited's On-line Treasury Management (OTM) provides direct access to your account information, which speeds and enhances your financial decision-making.

BankUnited is committed to providing superior security in all your financial information and transactions, so our online system comes with built in transaction monitoring. Our service contains multiple levels of security designed to protect your data while providing control over user access to reports, accounts and services.

Benefits of our Online Treasury Management Service include:

- Daily access to account balances and detail
- Automated Clearing House (ACH) originations
- Direct deposit
- Stop payments module
- Cash concentration reports
- Corporate payments module
- Federal and state tax payments module
- Internal (book) transfers
- Wire transfer initiation (domestic and international - US dollar only)
- Remote Deposit Capture
- Positive Pay module

BankUnited's Online Treasury Management offers multiple levels of security to prevent wire transfer and ACH origination fraud. Some of our security protocols include:

- Three step log on process; customer ID, user ID, and password
- One time access code for ACH and Wire functionality
- Daily Wire and ACH dollar limits
- Dual control for wire and ACH origination
- Up to three approvals for wire
- Dual control for ACH origination
- Template approvals
- Test Keys optional for Wire processing
- Password changes required every 120 days

- User lock-out for inactivity after 90 days
- Security question prompts
- Dual control available for administrative functions

BankUnited views safety and security with the utmost importance. As such we have many controls in place that include, multi-authentication, malware review, ID verification, multi-bank indications, and much more built into our system.

Based on the Towns' criteria stated in the RFP BankUnited feels our online portal meets and exceeds all the requirements the Town has asked for.

BankUnited's services for internet banking require a Windows Operating system and one of the following supported browsers:

- Microsoft Internet Explorer 11
- Apple Safari 5
- Mozilla Firefox
- Google Chrome

The following settings and plug-ins are required to properly access our web-based solutions:

- Cookies Session = Enabled
- Permanent = Enabled
- JavaScript = Enabled
- Minimum Screen Resolution: 1024 X 768 pixels
- Adobe Acrobat Reader= Adobe supported versions
- Adobe Flash Player= Adobe supported versions

<b>OTM Security Settings</b>	
<b>User ID</b>	1 to 12 characters
<b>User Password</b>	Min 8/Max 24 Characters- at least one number and one uppercase
<b>Customer ID</b>	Does not expire
<b>User Password</b>	Expires every 90 days
<b>Password Expiration Warning</b>	After 3 attempts. The designated Company Administrator can unlock the user
<b>User Password Lockout</b>	After 3 attempts. The designated Company Administrator can unlock the user
<b>Inactive User Lockout</b>	After 45 days. The designated Company Administrator can unlock the user
<b>Session Inactivity Timeout</b>	15 Minutes
<b>Session Inactivity Logout</b>	30 Minutes
<b>Password History</b>	Last 20 passwords
<b>One Time Passcode (OTP)</b>	Valid for 15 minutes- one OTP needed per session
<b>Transaction Processing Timeframes</b>	
<b>Remote Deposit Capture</b>	Daily Cut Off Time- 7:30 PM ET
<b>Automated Clearing House</b>	Daily Cut Off Time- 8:00 PM ET
	Future Dated Transactions- 10 Days
<b>Book Transfer</b>	Daily Cut Off Time- 6:00 PM ET
	Future Dated Transactions- 30 Days
<b>Stop Payment</b>	Daily Cut Off Time- 6:00 PM ET
<b>Positive Pay</b>	Daily Cut Off Time- 12:00 PM ET
	Daily File Transmission Cut Off Time- 10:00 PM E
<b>Wire Transfer</b>	Daily Cut Off Time- 4:00 PM ET
	Future Dated Transactions- 10 Days
<b>Retention Timeframes for OTM</b>	
<b>Remote Deposit Capture</b>	45 Days (Check Images)
<b>ACH Reports</b>	90 Days
<b>Book Transfer Reports</b>	90 Days
<b>Stop Payment Report</b>	90 Days
<b>Wire Transfer Reports</b>	90 Days
<b>Balance Reporting</b>	1 Year
<b>eStatements</b>	1 Year

**f. Monthly Statements**

Monthly bank statements should be available on online, providing for the delivery choice of email and/or regular mail. The statements should be provided to the Town’s finance department with full reconciliation documentation supporting all entries on the statement within five (5) business days after the last calendar day of each month, for each account. A monthly detailed account analysis for each account enumerating the account activity by type of service and activity volume within each service. If compensating balance is utilized, provide analysis of fees compared to earnings allowance. Including average balances, net monthly earnings, total costs and any gain or loss by the bank.

BankUnited will offer the Town monthly Bank and Analysis statements as requested in the proposal. Each account will be set up on monthly settlement of analysis fees as requested. The Town will be able to use our on-line system, On-Line Treasury Management to access your bank statements electronically. BankUnited, in an effort to go Green, does no print and/ or mail paper statements unless directed by the client, however, we will flag the analysis statement for mail out each month. Bank statements are available on the 1st of the month and Analysis Statements will be available after the 15th of the month, for the prior month period and all transaction detail and fees are outlined in the statements as required.

Analysis statements will be printed and mailed on or about the 10th of each month following services. Deficit fees are debited on the 15th of the month, following service.

Download your balance and transaction details directly into your financial management software via BankUnited’s BAI Balance Reporting files. BAI files are available through two secure systems; our web-banking portal OTM and eSolutions, our sophisticated file transmission service.

	On-line	Mail
Bank Statements	5 business days	5 business days
CD-ROMs	n/a	5 <sup>th</sup> business day
Partial Reconciliation Information	Anytime through the month	5 <sup>th</sup> business day
Full Reconciliation Information	Services not available	Service not available
Account Analysis Statement	Not available on-line	10 <sup>th</sup> business day

[Please see Appendix sections of this response for a Sample of our Analysis Statement]

\*\*Note the Town may choose the following billing options; monthly, quarterly or annually.

**g. ACH Service**

The Bank must provide ACH services for both debit and credit transactions. The Town requires the ability to generate ACH transactions for payroll transactions, vendor payments and provider transmittals. The proposal should include the methods of transmission, cut-off times, and any security features related to processing any of the above. These services MUST include ACH fraud functionality to ensure that only authorized transactions are processed.

BankUnited will offer the Town ACH services for debit and credit transactions as requested. With BankUnited, the Town has multiple ways to send ACH transactions to the bank. The most common way for you to send a file is for the Town to build a NACHA file and transmit that file via FTP transmission to the bank. If the Town does not have FTP transmission capability, you can pass this file through our Online Treasury portal. If the Town does not have the capability to create a NACHA formatted file, the Town can create an ACH template within our On-line Treasury Management system and transmit directly from there.

BankUnited is in the process of changing ACH processing times to add the rules of same day ACH processing. The current deadline is 8 pm EST to process a file for next day. BankUnited strongly cautions the Town that we recommend that ACH files be sent 2 days prior to settlement, especially for Payroll. If the ACH file has errors, the additional time allows for the necessary corrections to occur before it impacts your employees.

If the Town decides to use our On-line Treasury Management system for passing the ACH file to the bank, BankUnited is committed to providing superior security in all your financial information and transactions. The On-line Treasury Management service contains multiple levels of security, including dual approvals, one-time passcodes, and multi-factor authentication designed to protect your data while providing control over user access to reports, accounts and services. Specific to our Wire and ACH Origination service, customers can define the approval requirements for the release of Wires and ACH batches (e.g. same user can enter and approve a batch, different user is required to approve a batch) as well as set user-level transaction limits for the dollar amount the user can input and/or approve.

For the protection of the Town's accounts, BankUnited offers ACH fraud control, a system that allows the Town to view and approve or view and reject ACH payments. Once a payment is approved, the Town has the option of adding it to the approved list so future ACH's will process without the Town needing to decision them. Please note BankUnited's ACH Fraud Control is set to pay if the Town does not make a decision by the appropriate deadline.

#### **h. Positive Pay**

The Town will require that the bank provides Positive Pay (or an equivalent product) an anti-fraud service offered by virtually every U.S. commercial bank. It protects companies against altered checks and counterfeit check fraud. The software will assist in creating, transmitting and researching the check record that is sent for payment. If the presented check numbers, vendor name and amounts appear on a previously submitted electronic list, the check is sent through for payment. If any of the previous mentioned items do not match, the check is not cleared, and the Town is notified electronically.

BankUnited offers a state of the art Positive Pay Solution to the Town to protect your accounts from check fraud. As Positive Pay checks are presented for payment, they are compared to the issue information you provide to detect discrepancies in the account number, serial number and dollar amount of each check. BankUnited also offers our Payee Positive Pay Service to add an additional level of protection. The Town can add the payee name to the issue file, protecting against check washing and name changes. Non-matching items are reported to you via On-line Treasury Management to allow you to make the final decision to either pay or return the item.

Our Positive Pay Solution also helps safeguard your business from over-the-counter check fraud. We will compare your checks presented at the teller line against your issue information. If a discrepancy is detected, the check will not be cashed and the presenter will be referred to your designated representative.

#### Benefits of our Positive Pay Solutions:

- Increased fraud protection
- Reduced disbursement risk
- Enhanced control over check discrepancies
- Quick identification of suspect items
- Decreased accounting errors

The Process begins with our Client uploading issue files beginning at 8:00 am EST thru 10:00 pm EST. If a client needs to upload the check issue detail quickly or has a one-off check, they can manually issue it. The manual issue items are transmitted to the account reconciliation application hourly, the same frequency as automated file load items are transmitted. The Town can choose to upload files through On-line Treasury Management or submit files through direct transmission to the bank. The File is matched to checks clearing the Fed system and through our branch platform. Items that do not match (bank exceptions) will be reported between 9:30 am – 10:30 am EST with exceptions to be decided by 1:00 pm EST. The standard default for BankUnited is return.

**i. Remote Deposit Scanner**

The bank shall supply an electronic remote deposit scanner compatible with the Town's resources. The machine should allow for the processing of multiple checks and shall include security features in compliance with banking regulations.

BankUnited will provide the Town with one remote deposit scanner. Our scanner will allow the Town to electronically deposit checks to your accounts, 24 hours a day, 7 days a week, directly from your office with our secure Remote Deposit Capture (RDC) service. Just scan your checks and send the images to us electronically for deposit into your accounts. All you need is a PC, high speed internet connection and a scanner. It's safe, simple and secure.

Benefits of Remote Deposit Capture:

- Convenience – Transmit checks for deposit on your schedule
- Improve cash flow – Make deposits as you receive checks for faster availability
- Efficient – Increase productivity and cost savings by reducing transportation time and cost
- Streamlined recordkeeping – Transaction date and check images can be exported for customized reporting or uploaded to accounting software. Non qualifying items such as re-deposited items, bonds and foreign checks, cannot be processed via RDC scanner. These items must be processed by a branch.

Deposits received before 7:30 pm EST M-F will be processed on that business day for next day availability. Transactions submitted after the cutoff will be deposited on the next banking day.

The scanning process begins with the Towns' authorized representative signing into the system and entering a batch deposit total into the Remote Deposit system software. The BankUnited system will look to the entered batch total and will scan checks to match the batch total. If the total matches, the batch can then be sent to the bank. If not, the Remote Deposit batch ticket will highlight checks that it thinks are not correct.



BankUnited will provide this equipment at no cost to the Town of Miami Lakes.

*Qualifications and Experience of Personnel*



**Proposer's Team & Key Staff  
Key Staff Table**

1. Proposer shall complete the following chart with its proposed Key Staff. If additional space is required, use a duplicate page and attach to this form.

Name	Job Title	Years of Experience with Special Districts & Local Government Budgeting	Years with Proposer	Licenses & Certifications
Emsley Hylton	Account Representative	15yrs	7	
Emsley Hylton	SVP of Government Banking	15yrs	7	
Steve Grant	Treasury Management Officer	25yrs	3	
Becca Mullins	Support Associates	5yrs	5	
Caryn Chase	Support Associates	5yrs	6	

2. In the space below, designate an account representative to serve as a contact person for the Town's account that will be available on a daily basis. Provide a resumé (not to exceed one page) for this person as an attachment to this Form.

Account Representative:

Name: Emsley Hylton

Title: SVP of Government Banking

Email: ehylton@BankUnited.com

Phone: 772-559-3296



3. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

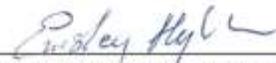
BankUnited has a employee crossed trained process in place  
to allow employees to fill the role of key staff members.  
Our Government Banking division has a low turnover rate.  
This has allowed us to support our clients with little or no disruption  
to their banking needs.

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By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By:   
Signature of Authorized Officer

05/30/2018  
Date

Emsley Hylton  
Printed Name

## Qualifications of Staff

### EXECUTIVE MANAGEMENT

#### **John A. Kanas**

##### **Chairman**

John Kanas was named chairman of the board on January 1, 2017, after serving as chairman, president and chief executive officer of BankUnited from May 2009 to December 31<sup>st</sup> 2016. Mr. Kanas led a group of investors in the purchase of the bank in a history-making transaction.

Prior to joining BankUnited, Mr. Kanas was chairman, president and CEO of North Fork Bancorporation, the sixteenth-largest bank holding company in the United States. He held this position from 1977, when he was appointed at the age of 29, until North Fork's acquisition by Capital One in December 2006. Mr. Kanas led the company in its initial public offering in 1982 to its membership on the NYSE and inclusion in the S&P 500 Index.

During his tenure, the company completed 15 bank acquisitions and distinguished itself as one of the most profitable and efficient banking companies in the country.

#### **Rajinder P. Singh**

##### **President and Chief Executive Officer**

Named BankUnited's President and Chief Executive Officer on January 1, 2017, Rajinder Singh has been a guiding force behind BankUnited's success since 2009 helping transform a failed thrift into the largest independent depository institution headquartered in Florida, with banking centers in Florida and the New York metropolitan area.

As one of the founders of BankUnited, he served as Chief Operating Officer, and was instrumental in the largest bank IPOs in U.S. history at that time when BankUnited, Inc. went public in January 2011.

Before joining BankUnited, Mr. Singh was managing director and led the financial services practice of Invesco's WL Ross & Co., a private equity firm with more than \$8 billion under management.

Earlier in his career, Mr. Singh was executive vice president of Capital One Financial Corp's banking segment, including retail and business banking in five states. He joined Capital One when the company purchased his previous employer, North Fork Bancorporation, where he was head of corporate strategy.

Before North Fork, Mr. Singh led FleetBoston Financial Corporation's domestic mergers and acquisitions activity, where he worked on more than 20 transactions in nine years.

Mr. Singh holds a master's degree in business administration from Carnegie Mellon University and a bachelor's degree in chemical engineering from Indian Institute of Technology in New Delhi.

**Thomas M. Cornish**  
**Chief Operating Officer**

Thomas M. Cornish, joined BankUnited in 2014 as President, Florida Region. Effective January 1, 2017, he became the Chief Operating Officer for the bank.

From 2004 to March 2014, Mr. Cornish served as President and CEO of Marsh & McLennan Agency, Florida Region. Prior to that, he held several senior leadership positions with SunTrust Bank from 1983 through 2003. While with Marsh & McLennan Agency, Mr. Cornish was recognized with honors as "Miami's CEO of the Year" by the South Florida Business Journal and the "Ultimate CEO" by Business Leader Magazine.

Mr. Cornish was also elected to the Florida International University School of Business Hall of Fame in 2013. Mr. Cornish currently serves as the chairman of the Florida International University Foundation Board of Directors. He is also the chairman of the FIU Wolfsonian Museum and Chairman of the Board of the Miami Children's Hospital Foundation. Mr. Cornish is a past chairman of the Beacon Council and Assurex Global Corporation. He is a past board member of the Camillus House, The Chapman Partnership and past member of the Orange Bowl committee.

**Leslie Lunak**  
**Chief Financial Officer**

Leslie Lunak joined BankUnited in 2010 and currently serves as the Company's Chief Financial Officer. Prior to joining BankUnited, Ms. Lunak spent 15 years in public accounting, where she served primarily clients in the financial services industry and was designated a national financial institution industry specialist.

Her experience in public accounting included external audit services, merger and acquisition due diligence, accounting and financial consulting services, and the development and presentation of national and local continuing education programs. Ms. Lunak has also been self-employed as a consultant on accounting related matters. Ms. Lunak is a Florida CPA and received a B.S. in Accounting from Oklahoma State University. Ms. Lunak has been active as a volunteer with U.S.A. Swimming, Girl Scouts of the U.S.A. and other community organizations.

## Assigned Relationship Team

### **Emsley E. Hylton II, Senior Vice President of Government Banking and Government Banking Relationship Manager.**

Mr. Hylton has over 15 years' experience in the banking industry. His primary focus is in the area of Healthcare banking and Government banking throughout the State of Florida. Mr. Hylton joined BankUnited in 2010 after a successful career at JPMorgan Chase & Co and Bank of America, N.A. During his tenure, he has successfully provided hundreds of his clients with financing, treasury management solutions, payment solutions, investment management and overall cost savings solutions. He also spent a few years in product development consulting at Bank of America. He has successfully brought government banking solutions to a number of local municipalities and other public entities.

Mr. Hylton studied Business and Finance at Saint Petersburg College in Clearwater, Florida. He holds a Double Major Diploma in Agriculture Science & Mechanical Engineering with a minor in Management from Jamaica, West Indies. He spends his spare time writing financial formulas and business plans for small businesses. He's also an active member of the FGFOA and FSFOA.

### **Steve Grant, CTP/Vice President/Commercial Treasury Management Officer for BankUnited:**

Steve is a Certified Treasury Professional by the Association for Financial Professionals and has been working with companies to streamline the cash flow cycle with bank solutions in the Orlando and Jacksonville area for 25 years. Steve is a Senior Treasury Management Officer at BankUnited and has been with the bank since May 2016. Prior to joining BankUnited, Steve worked for several global banks supporting the North and Central Florida Government Banking team. Steve also spent several years as a Senior Managing Consultant for PFM Asset Management, working with State and local entities on surplus fund investing. Steve also worked as the Investment Officer for the Orange County Comptrollers' Office and spent 13 years in the U.S. Army.

### **Gladys Reed, Executive Vice President/Managing Director, Private Client Services**

Ms. Reed began her role as Managing Director of Private Client Services Group in 2014. Previously, she was the Market President for the Miami Dade Region since 2005. She joined the bank in 2003 as Vice President and Market Manager for the South Dade market. Prior to joining BankUnited, she was with SunTrust Bank in Miami, where she managed offices in Miami-Dade County and held a variety of retail banking positions during her 21-year tenure. Ms. Reed began her banking career as a proof operator and worked in a variety of positions in the data entry, cash vault and customer services departments. Active in the local community, Ms. Reed is a member of the United Way's Women's Leadership Council and is on the Board of the Greater Miami Chamber of Commerce. She is currently chairwoman of the Membership Retention and Growth committee; presiding over their spring and fall membership campaigns. She holds an associate's degree from Miami-Dade Community College.

**Blair Swain, Vice President, Direct Markets & Lending Officer for Florida**

Blair Swain has 20 years' experience in municipal finance. Aside from negotiating municipal lease financings for all asset classes, Blair has been involved with the underwriting of more than \$1 billion of municipal bonds.

During his public finance career, Blair has also worked for Apple, Inc., Koch Financial Corporation and A.G. Edwards & Sons, Inc. Blair received his Masters of Business Administration, Finance from the University of Colorado, Boulder.

**Caryn Chase, Private Client Services Government Support Associate III for BankUnited, N.A.**

Caryn joined the bank in December of 2009. She has been in banking for all of her adult life, serving as a Human Resource Director then Branch Manager for a small community bank in South Florida before coming to BankUnited. Upon her arrival at BankUnited, she served as a Branch Quality Manager prior to accepting the position of Private Client Services Associate III managing the day to day activity for our government clients.

Caryn attended Broward College and received her Human Resources Professional Certification from Nova Southeastern University. At BankUnited she works extensively with municipalities, as well as Private Client Services, Corporate Treasury and Treasury Management.

**Rebecca Mullins, Private Client Services Government Support Associate III for BankUnited, N.A.**

Rebecca joined the bank in December 2014. She has been in banking for 15 years, serving as a Branch Operations Specialist and Assistant Manager before coming to BankUnited. Upon her arrival at BankUnited, she served as Branch Quality Manager prior to accepting the position of Private Client Services Associate III managing the day to day activity for our government clients.

## Support Staff & Contact Information

The Town of Miami Lakes will be supported by the following bankers and branch staff:

**Emsley E. Hylton, II, Senior Vice President, Government Banking**

2159 Coral Way, Miami, FL 33145

Direct Cell: 772-559-3296; Office: 407-254-3000; Email: [ehylton@bankunited.com](mailto:ehylton@bankunited.com)

**Steve Grant, CTP, Vice President, Treasury Management**

2159 Coral Way, Miami, FL 33145

Cell: 305-505-2857; Office: 407-254-3030; E-mail: [sgrant@bankunited.com](mailto:sgrant@bankunited.com)

**Gladys Reed, Executive Vice President & Managing Director, Private Client Services**

2159 Coral Way, Miami, FL 33145

Office: 305-644-5132; Email: [greed@bankunited.com](mailto:greed@bankunited.com)

**Maggie Toledo-Bobadilla, Executive Assistant to Gladys Reed, PCS & Government Banking**

2159 Coral Way, Miami, FL 33145

Office: 305-644-5133; Email: [mtoledo-bobadilla@bankunited.com](mailto:mtoledo-bobadilla@bankunited.com)

**Eric Vogt, Support Associate, PCS & Government Banking**

2159 Coral Way, Miami, FL 33145

Office: 305-644-5161; Email: [evogt@bankunited.com](mailto:evogt@bankunited.com)

**Caryn Chase, Support Associate III, PCS & Government Banking**

510 East Altamonte Drive, Altamonte Springs, FL 32701

Office: 407-260-7917; Email: [cchase@bankunited.com](mailto:cchase@bankunited.com)

**Becca Mullins, Support Associate III, PCS & Government Banking**

4010 W. Boy Scout Blvd., Suite 475, Tampa, FL 33607

Office: 813-350-4414; Email: [beccamullins@bankunited.com](mailto:beccamullins@bankunited.com)

**Amanda Soto, Vice President, Treasury Management Sales Analyst**

10407 Centurion Parkway N, Suite 112 Jacksonville, FL 32256

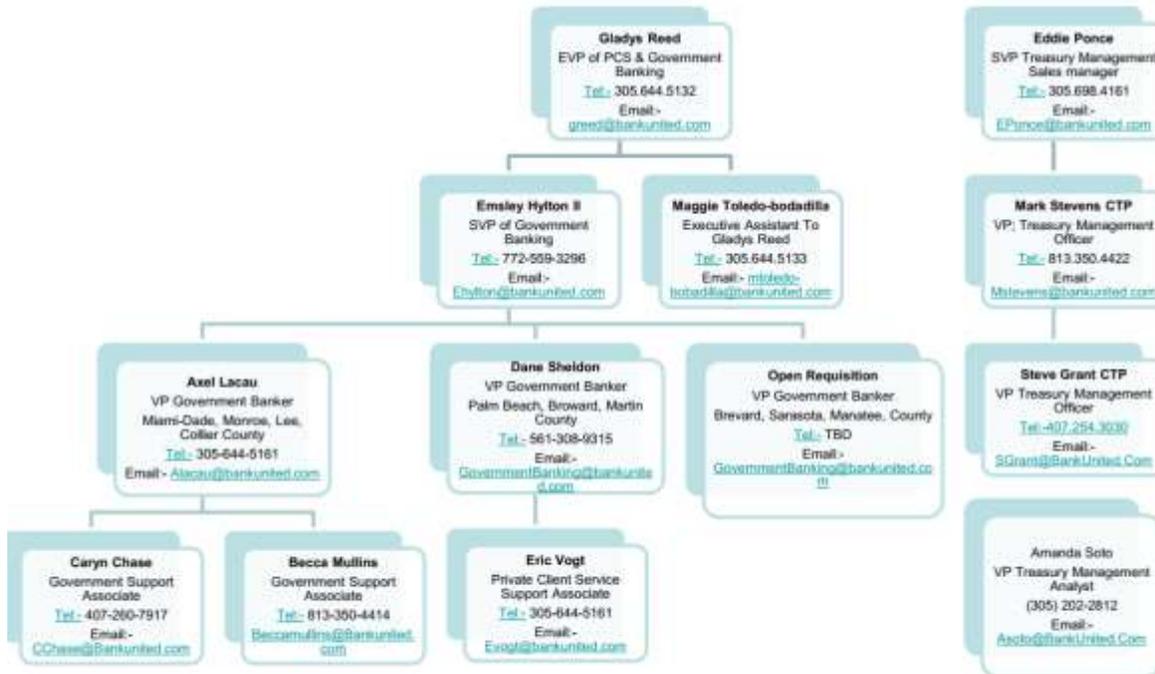
Office: 305-202-2812; E-mail: [asoto@bankunited.com](mailto:asoto@bankunited.com)

In addition to your relationship team, your accounts will be supported by our dedicated Treasury Management Client Service Center at 1-866-708-4384.

BankUnited has a philosophy and culture of giving their clients direct access to decision makers. Should the Town have an issue with any of our services, the designated account manager is the first point of contact. Should the Town have an issue that it feels is not resolved to their liking, the Town can contact the head of Government Banking & Private Client Services.



**Private Client Services Group  
Government Banking Division**



*Community Partnership*

**j. Community Partnership**

BankUnited is a major partner within the local community. We have sponsored a number of events along with building the community. BankUnited is always give back to the communities we serve. BankUnited is headquartered in Miami Lakes Florida, where we have over 860 employees paying taxes and contributing the local economy.

BankUnited was a major supporter giving back to the community after hurricane Irma.



We are also supporters of Habitat for Humanity.



BankUnited gave out over \$416,000 to various organizations as indicated below:

Organization	County		
		Sony Ericsson Open (Miami Open)	Miami
United Teachers of Dade	Miami	Habitat for Humanity of Greater Miami	Miami
Belen Jesuit Prep School	Miami	Greater Miami Chamber of Commerce	Miami
Jorge Mas Canosa Freedom Foundation	Miami	Immaculata La Salle High School	Miami
Key Biscayne Community Foundation	Miami	CI Foundation	Miami
Our Pride Academy	Miami	Center for Social Change	Miami
South Florida Council Boy Scouts of America	Miami	United Teachers of Dade	Miami
CI Foundation	Miami	Women of Tomorrow	Miami
Love Fund	Miami	Chapman Partnership	Miami
Chapman Partnership	Miami		
University of Miami Sports Hall of Fame	Miami	Hispanic Business Initiative Fund	Miami
Baptist Health Foundation	Miami	His House	Miami
Florida Government Finance Officers Association	Miami	Ronald McDonald House Charities of S. Fl	Miami
Our Lady of the Lakes Catholic Church	Miami	Federated National Marketing Association	Miami
South Florida Council Boy Scouts of America	Miami	University of Miami	Miami
American Red Cross	Miami	Quirch Foods	Miami
Miami Shores Community Alliance	Miami		
National Community Reinvestment Council	Miami	South Florida Business Journal	Miami
Children's Resource Fund	Miami	AJC Miami and Broward	Miami
Cervera Real Estate	Miami	Best Buddies International	Miami
Actors Playhouse	Miami	American Heart Association	Miami
Kyan's Kause	Miami	Belen Jesuit Prep School	Miami
Children's Resource Fund	Miami	Camillus House	Miami
Scheck Hillel Community School	Miami	The American Red Cross	Miami
Teach for America	Miami	Jessie Trice Community Health Center	Miami
American Cancer Society Miami	Miami	Greater Kendall Business Assoc.	Miami
		Propel	Miami
Miami Shenandoah Neighborhood Association	Miami	Lumana Global Corp	Miami
St. Theresa School	Miami	Kyan's Kause	Miami
Florida International University	Miami	Lupus Foundation of America, Florida Chapter	Miami
Miami Dade Beacon Council	Miami	March of Dimes Miami	Miami
United Way of Miami Dade	Miami	American Cancer Society	Miami
United Way of Miami Dade	Miami	Jackson Health Foundation	Miami
The Social Cog	Miami	Miami Dade Chamber of Commerce	Miami
Marc Jaiden Foundation	Miami	St. Brendan High School	Miami
J Woods Company	Miami	Hand in Hand for Haiti	Miami
South Florida Hispanic Chamber of Commerce	Miami	Foundation for New Education Initiatives (Miami Dade Public Schools)	Miami
Frost Museum of Science	Miami	Florida International University	Miami
St. Louis Covenant School	Miami		
FIDEC	Miami		
South Florida Business Journal	Miami		
Stay Involved Inc	Miami		

*Additional Services*

## **k. Additional Services**

### **Other Banking Services**

BankUnited recommends the Town look to move payments to the BankUnited Purchase Card program. BankUnited partners with Elan Financial Services to offer our leading edge card solutions. Elan has been in the business of developing and marketing commercial card based payment systems in conjunction with correspondent financial institutions for more than 20 years. Elan currently has 2,744 clients with over 73,000 accounts and a combined spend of more than \$1.7 billion annually.

Elan's Access Online, is their proprietary system for program management and reporting. All Elan customers have electronic download capabilities.

Access Online can be done on any device with an internet browser (including Macs, PCs, mobile devices, etc.). The preferred browser is Internet Explorer, on which Access Online has been certified. We cannot guarantee user experience will be exactly the same when using other browsers, but our system should function within any browser.

Elan has built a reputation for expertise in providing commercial card services. We understand the needs of middle market organizations. Our clients are looking for a provider that combines a no-cost or low-cost program option with leading technology in addition to outstanding service. We have implemented more than 3,000 programs and our client list continues to grow significantly each year.

Choose Elan as your payment management partner for access to:

- Service that's dedicated, knowledgeable and guaranteed
- A partner who understands and responds to your needs, no matter how unique
- Experience and commitment with an eye toward the future
- Products that can enable you to build important, profitable and lasting relationships with your customers, members and cardholders

### **Elan Card Solution**

Elan provides a card program that streamlines the entire payment process, giving you the power to reduce operating costs while managing expenses. Our card solution is named the one card, and the full capabilities of the product allow you to combine purchasing and travel programs on one card.

Some organizations choose to only use the card as either a corporate travel card or a purchasing card, and in those cases, Elan will tailor the program including card plastic, spending limits and merchant blocking, to the distinctive requirements of your organization.

### **Merchant Services**

BankUnited offers a Merchant Service Solution for our clients with Merchant needs. BankUnited along with our Merchant Service provider Metro BPS offers the ability to accept and process all brands the most popular credit cards with competitive discount rates.

*Benefits for the Town Employees*

*BankUnited at work program for the Employees of Town of Miami lakes*



**TAKE ADVANTAGE OF  
THE BANKUNITED  
AT WORK PROGRAM.**

**GET STARTED TODAY!**

For more information, please  
contact me:

**EMSLEY E. HYLTON II**  
Government Banking  
772-618-5188  
ehylton@bankunited.com



**BANKUNITED AT WORK**

**For employees of: Town of Miami Lakes**

BankUnited is pleased to work with your company to offer valuable benefits and a wide range of banking products and services designed to meet your banking needs.

Through our program, you'll enjoy exclusive offers, convenient online and mobile banking options, as well as the personalized service of a BankUnited Banker.

**Benefits for Employees:**

- Value Checking Account with no monthly fee<sup>1</sup>
- Free VISA® Debit Card
- Online and Mobile Banking with Bill Pay
- No fees at BankUnited ATMs
- Free standard-size safe deposit box<sup>2</sup>
- Complimentary standard checks<sup>3</sup>
- Competitive interest rates for loans and deposits

<sup>1</sup> To avoid the imposition of a monthly maintenance fee, during each statement cycle you must either: (i) maintain an average monthly balance of \$1,000.00 or more in the Account or; (ii) have fewer than five (5) checks presented and paid from the Account or; (iii) make ten (10) or more transactions using your BankUnited debit card. Otherwise, the monthly maintenance fee is \$5.00. The minimum opening deposit for the Value Banking Account is \$100.00.

<sup>2</sup> The offer of a free standard size safe deposit box is subject to availability. Standard sizes vary from location to location.

<sup>3</sup> Shipping rates apply.

*Proposed Term & Conditions*

## SECTION C. TERMS AND CONDITIONS

### *C1. LEGAL REQUIREMENTS*

This RFP is subject to all applicable federal, state, county, and Town codes, rules, ordinances, laws, and regulations that in any manner affect any of the services covered herein. By virtue of submitting a Response, the Proposer acknowledges and agrees that it has full knowledge of such codes, rules, ordinances, laws, and regulations, and that it shall comply with the same. Lack of knowledge of any applicable code, rule, ordinance, law, or regulation will in no way relieve the Proposer from the responsibility to comply with these requirements.

Agreed

### *C2. NON-APPROPRIATION OF FUNDS*

If insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for the services provided for in this RFP, then the Town will have the unqualified right to terminate the Contract upon written notice to the Successful Proposer, without any penalty or expense to the Town.

Agreed

### *C3. BUSINESS TAX RECEIPT REQUIREMENT*

Successful Proposer(s) must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended, before conducting business within the Town. *See* Miami Lakes, Florida, Municipal Code §§ 37-56 – 37-66. Proposer(s) with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

Agreed

### *C4. REVIEW OF RESPONSES FOR RESPONSIVENESS*

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under this RFP may result in a rejection of the proposal as non-responsive. A non-responsive Proposal will not be provided to the Evaluation Committee for consideration for an award of a contract.

Agreed

#### *C5. CLARIFICATIONS*

The Town reserves the right to make site visits, visit the Proposer's place(s) of business, request clarifications of information submitted and request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Responses. After the submittal of its Response, Proposer cannot submit any additional documents or information except upon the specific request of the Town. Any such submittal will not be considered and may result in a Proposal being rejected as non-responsive.

Agreed

#### *C6. KEY PERSONNEL*

Subsequent to submission of a Response and prior to award of a Contract, Key Personnel must not be changed. Any changes in Key Personnel **will** result in the Response being rejected and not considered for award.

The Project Manager and the Construction Manager must be different individuals and the Project Manager and Construction Manager must both be employed by the Proposer.

Agreed

#### *C7. AUDIT RIGHTS AND RECORDS RETENTION*

The Successful Proposer must provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer must maintain and retain any and all of the books, documents, papers and records pertinent to the RFP and any resulting Contract for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Contract (if awarded) by the Town.

Agreed

#### *C8. PUBLIC RECORDS*

Proposer understands that the Response is a "public record, and the public will have access to all documents and information pertaining the Response and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Response by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

Agreed

#### *C9. DEBARRED/SUSPENDED VENDORS*

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate will be deemed non-responsible and the Response will not be considered.

Agreed

#### *C10. NONDISCRIMINATION*

Proposer agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

Agreed

#### *C11. CONTINGENT FEES*

Proposer represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of a contract.

Agreed

#### *C12. ASSIGNMENT; NON-TRANSFERABILITY OF RESPONSE*

A Response must not be assigned, transferred, purchased, or conveyed. A Proposer who is, purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

Exhibit A contains specific language as to the assignment, transfer, sale or conveyance of the Contract after it has been executed and any such action after execution may result in the termination of said Contract, unless it meets the specific applicable provisions of the Contract.

Agreed

#### *C13. DRUG FREE WORKPLACE*

Proposer that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee.

Should a tie in the ranking of Responses occur the tied Proposers will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

Agreed

#### *C14. PROTEST PROCESS*

Any Proposer wishing to file a protest as to the requirements or award of this RFP must do so in accordance with Ordinance 12-142 (Procurement Ordinance), which is available at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=67&Itemid=269](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269).

Agreed

#### *C15. AFFIDAVITS*

The following Affidavits are required to be submitted with the Proposer's response:

##### *C15.01. COLLUSION*

The Proposer must include in its Response, in the applicable section of its Response, the Non- Collusive Affidavit, included in this RFP as Form NCA. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive.

Where two (2) or more related parties, as defined in this Article, each submit a response to the RFP,-such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under the RFP. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals of one Proposer have a direct or indirect ownership interest in another Proposer for the same project. RFP responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Proposers have worked together, discussed the details of their proposals prior to submission of their Proposals or worked together in independently submitting Proposals such actions will be deemed to be collusion.

The Proposer must certify that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all Responses where collusion may have occurred.

Agreed, BankUnited certifies that there is no collusion.

##### *C15.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT*

The Proposer must identify any relationship the owners or employees have with the Town's elected officials or staff using Form PR included in this RFP.

Agreed

##### *C15.03. CONFLICT OF INTEREST*

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFP. Proposer further certifies that its Proposal is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town. Proposers must complete and submit Form COI with its Response.

Proposer must include as part of its Response a detailed statement describing any relationships; professional, financial or otherwise that it may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer must give the Town written notice of any other relationships; professional, financial or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

Agreed, BankUnited can certify that we have no conflict of interest with the Town of Miami lakes.

#### C15.04. ANTIKICKBACK

Proposers must complete and submit Form AK with their Response, attesting that no portion of the sum of the bid will be paid to any employees of the Town, its elected officials, the Proposer or its consultants, as a commission, kickback, reward or gift, directly or indirectly by any member of the Proposer's firm.

Agreed

#### C15.05. PUBLIC RECORDS AFFIDAVIT

Proposers must complete and submit Form PRA with their Response. The Proposer must comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Proposers must complete and submit the Compliance with Public Records Law affidavit with their Proposal. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Proposers, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

Agreed

C15.06. PUBLIC ENTITY CRIMES ACT

Proposers must submit Form PEC with their Response to attest to their compliance with Section 287.133, Florida Statutes. In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list

following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment. Proposer must complete the Public Entity Crime Affidavit included in the RFP.

Agreed

## SECTION 1. GENERAL TERMS & CONDITIONS

### 1.1. Definitions

**Additional Services** means any Work required that is not included in the Scope of Work/Services as set forth in this Contract.

**Basic Services** means work or services that are described within, or reasonably contemplated by, the Scope of Work/Services as set forth in this Contract.

**Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work/Services.

**Contract Documents** means this Contract, as may be amended from time to time, and any plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to this Contract.

**Contract Manager** means the Town's designee who will manage and monitor the Services to be performed under this Agreement.

**Cure** means the action taken by the Bank promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which is performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

**Cure Period** means the period of time in which the Bank is required to remedy deficiencies in the Work/Services or compliance with the Contract Documents after receipt of a written notice from the Town identifying such deficiencies.

**Days** means calendar days unless otherwise specifically stated in the Contract Documents.

**Defective Work/Service** means Work/Service that is unsatisfactory, deficient, damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval.

**Errors** means Services or work product prepared by the Bank that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.

**Professional Services** means those services within the scope of practice for Banking Services.

**Scope of Work/Service(s)** means the activities, tasks, objectives, deliverables, and completion of work provided

for under this Agreement.

**Town Council** means the legislative body of the Town of Miami Lakes.

**Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.

**Town or Owner** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.

**Work Order** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Bank.

**Work Order Proposal** means a document prepared by the Bank, at the request of the Town for Services to be provided by the Bank.

## **1.2. Performance**

### ***1.02-1. Performance and Delegation***

The Services to be performed hereunder must be performed by the Bank or Bank's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any Subcontractor.

Agreed

### ***1.02-2. Removal of Unsatisfactory Personnel***

The Contract Manager or Town Manager may make written request to Bank for the prompt removal and replacement of any personnel employed or retained by the Bank to provide and perform Services pursuant to the requirements of this Agreement. The Bank must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Bank or Subcontractor.

Agreed

### ***1.02-3. Bank Key Staff***

The parties acknowledge that Bank was selected by the Town, in part, on the basis of qualifications of particular staff identified in Bank's response to Town's solicitation, hereinafter referred to as "Key Staff". Bank must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Bank's employ. Bank must obtain prior written acceptance of Contract Manager to change Key Staff. Bank must provide the Contract Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Contract Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

Agreed

#### *1.02-4. Time for Performance*

The Bank agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Bank for extra compensation.

Agreed

#### *1.3. Standard of Care*

Bank is solely responsible for the technical accuracy and quality of its Services. Bank must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Bank will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Bank under this Agreement. Bank must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

Agreed

#### *1.4. Subcontractors*

Unless this box is checked, the use of Subcontractors is prohibited under this Agreement.

Agreed

#### *1.5. Default*

##### *1.05-1. General*

If Bank fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Bank will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Bank, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Bank while Bank was in default must be immediately returned to the Village. Bank understands and agrees that termination of this Agreement under this section does not release Bank from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Bank a specified time to correct a default.

Agreed

##### *1.05-2. Conditions of Default*

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- i. Bank fails to obtain or maintain the required insurance.
- ii. Bank fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- iii. Bank fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

Agreed

*1.05-3. Time to Cure Default; Force Majeure*

Town through the Town Manager will provide written notice to Bank as to a finding of default, and Bank must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Bank provides written justification deemed reasonably sufficient.

Should any such failure on the part of Bank be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

Agreed

**1.6. Termination of Agreement**

*1.06-1. Town's Right to Terminate*

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Bank will be paid for the Services performed and accepted, provided that said documentation is turned over to the Contract Manager or Town Manager within ten (10) business days of termination.

Agreed

*1.06-2. Bank's Right to Terminate*

The Bank shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Bank specifying its breach of its duties under this Agreement.

Agreed

*1.06-3. Termination Due to Undisclosed Lobbyist or Agent*

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

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Agreed

**1.7. Documents and Records**

*1.07-1. Ownership of Documents*

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Bank must turn over all records, documents and data,

whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Bank is to keep copies of all such records, documents, or data for its records. However, Article A6.03 will continue in full force and effect after the expiration or termination of this Agreement.

Agreed, only documents related to the Town of Miami lakes.

*1.07-2. Delivery upon Request or Cancellation*

Failure of the Bank to promptly deliver all such documents in the possession of the Bank, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Bank until Bank delivers all such documents. Bank will have no recourse from these requirements.

Agreed

*1.07-3. Nondisclosure*

To the extent allowed by law, Bank agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Bank's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Bank hereunder, and Bank must require all of its employees, agents and Subcontractors comply with the provisions of this paragraph. Bank will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

Agreed

*1.07-4. Maintenance of Records*

Bank will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Bank for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Bank agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Bank.

Bank shall also comply with the following requirements of the Florida Public Records Law including:

- i. Bank must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- ii. Upon request from the Town's custodian of public records, Bank shall provide the Town with a copy of the requested public 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 119, Florida Statutes, or as otherwise provided by law.
- iii. Bank shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the Agreement term and following completion of the contract if the Bank does not transfer the records to the Town.

- iv. Upon completion of the contract, Bank shall transfer, at no cost, to the Town all public records in the possession of the Bank or keep and maintain public records required by the Town to perform the service under this contract. If the Bank transfers all public records to the Town upon completion of the contract, the Bank shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bank keeps and maintains public records upon completion of the contract, the Bank shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE BANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BANK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.**

Agreed

**1.8. Insurance**

The Bank must not start Services under this Agreement until the Bank has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Bank not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Bank for such coverage purchased.

Agreed

**1.08-1. Companies Providing Coverage**

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

Agreed

**1.08-2. Verification of Insurance Coverage**

The Bank must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Bank has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Bank. Bank must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Bank must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within 30 days of the change. Bank must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

Agreed

### 1.08-3. Forms of Coverage

(i) Commercial General Liability and Automobile Liability

Bank must maintain commercial general liability coverage with limits of at least \$500,000 per occurrence, \$500,000 aggregate for bodily injury and property damage. The coverage must include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements, as applicable. Coverage must be written on a primary, non-contributory basis with the Village listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation is read (30) days/(10) days for nonpayment.

(ii) Business Automobile

The Bank must provide business automobile liability coverage including coverage for all owned, hired and non-owned autos with a minimal combined single limit of \$100,000 naming the Village as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/(10) days for nonpayment.

(iii) Workers' Compensation Insurance

The Bank must maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence. Should the Bank be exempt from Florida's Worker's Compensation insurance requirement the Bank must provide documentation from the State of Florida evidencing such exemption.

(iv) Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Bank. Bank must comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from Town accompanied by justification.

Agreed

## 1.9. Miscellaneous

### 1.09-1. Indemnification

The Bank will hold harmless, indemnify the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Bank. The Bank will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including ~~without limitation~~ reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Bank's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Bank's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Banks, its agents, servants, or representatives.

Agreed, with exception to the following; BankUnited would like to remove without limitation. The Town can finalize prior to actual signing of the banking agreement.

#### *1.09-2. Entire Agreement*

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Bank and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

Agreed

#### *1.09-3. Nonexclusive Agreement*

Bank Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Bank that the Town has engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Bank and those other firms engaged, are delineated by the Contract Manager so that the Bank and those similarly engaged are clear as to their responsibilities and obligations.

Agreed

#### *1.09-4. Successors and Assigns*

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Bank without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Bank, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Bank's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Bank will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Bank's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Bank will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

Agreed

#### *1.09-5. Applicable Law and Venue*

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Bank's duties to indemnify the Town under Article 1.09-1 where Bank must pay the Town's reasonable attorney's fees.

Agreed

#### 1.09-6. Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:  
Alex Rey  
Town Manager  
6601 Main Street  
Miami Lakes, Florida 33014  
[reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)

For Bank:  
(Contact Person)  
(Vendor Name)  
(Address 1)  
(Address 2)  
(Email)

With a copy to: Thomas  
Fossler Procurement Manager  
At the same address as above  
[fosskert@miamilakes-fl.gov](mailto:fosskert@miamilakes-fl.gov)

Raul Gastesi Town  
Attorney  
At the same address as above  
[rgastesi@gastesi.com](mailto:rgastesi@gastesi.com)

Agreed

#### 1.09-7. Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

Agreed

#### 1.09-8. Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Bank and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

Agreed

#### *1.09-9. Priority of Provisions*

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

Agreed

#### *1.09-10. Mediation – Waiver of Jury Trial*

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Bank agrees to include such similar contract provisions with all Subcontractors and/or independent Banks and/or Banks retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

Agreed

#### *1.09-11. Compliance with Laws*

Bank must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Bank maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

##### (i) Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Bank's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Bank further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

##### (ii) ADA Compliance

Bank must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally the Bank must take affirmative steps to insure nondiscrimination in employment of disabled persons.

Agreed

*1.09-12. No Partnership*

Bank is an independent Bank. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Bank has no authority to bind the Town to any promise, debt, default, or undertaking of the Bank.

Agreed

*1.09-13. Discretion of Town Manager*

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

Agreed

*1.09-14. Resolution of Disputes*

Bank understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Bank to notify the Procurement Manager in writing of the dispute identified in Article A8.05, Notices. Bank must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Bank. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Bank and the Procurement Manager fail to resolve the dispute the Bank may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Bank. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Bank being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Bank will not be entitled to seek judicial relief unless:

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

Agreed

*1.09-15. Contingency Clause*

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Bank shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Contract Manager.

Agreed

*1.09-16. Third-Party Beneficiary*

Bank and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

Agreed

*1.09-17. No Estoppel*

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Bank will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Bank's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

Agreed

*END OF SECTION*

*Required Form*



**ADDENDUM ACKNOWLEDGEMENT FORM**

Solicitation No.: 2018-19

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. <u>1</u>	Dated <u>05/23/18</u>
Addendum No. _____	Dated _____

No Addendum issued for this Solicitation

Firm's Name: BankUnited, NA

Authorized Representative's Name: Emsley E Hylton

Title: SVP of Government Banking

Authorized Signature: 



**RFP 2018-19**  
**Banking Services**  
**Addendum #1**

**Due Date: 11:00AM, May 30, 2018**

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Clarifications:**

1. This addendum is issued in part to provide the client analysis bank statements of all accounts for the months of January, February, and March, which is attached hereto and provided as separate attachment.
2. Section C6 Key Personnel is hereby revised as follows:  
"Subsequent to submission of a Response and prior to award of a Contract, Key Personnel must not be changed. Any changes in Key Personnel **will** result in the Response being rejected and not considered for award.

~~The Project Manager and the Construction Manager must be different individuals and the Project Manager and Construction Manager must both be employed by the Proposer."~~

**Questions and Answers:**

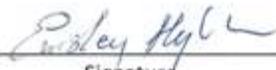
1. Under general account services, is "deposit credit" the number of deposit tickets completed monthly (56)? If yes, what is the estimated combined number of check deposits within those 56 tickets?  
**Response:** Yes and 120 check deposits
2. Under depository credit, does the 3 reflect the number of deposit tickets with a total of 120 combined items within those 3?  
**Response:** The Town made 3 branch deposits.
3. Do the 3 deposits include cash?  
**Response:** Yes.
4. How does the Town currently make cash deposits (night drop, courier, walk-in, etc.)?  
**Response:** Walk-in.
5. Does the Town order cash?  
**Response:** No.
6. What is "Information Reporting History?"  
**Response:** Historical data that is stored for 90 days.
7. Does the Town prefer the proposal to be bound or clipped together?  
**Response:** Either is acceptable.
8. Does the Town want to limit each service explanation to no more than 10 pages per section or is the limit 10 pages overall?



- Response:** See Section E1.01 Technical Component of the RFP, Service Approach item 3 of the RFP.
9. Is a two-sided page considered one or two pages?  
**Response:** Two pages.
10. Are numbered and/or letter tabs as section dividers allowed?  
**Response:** Yes.
11. Form CQQ mentions "Dept. of Business Professional Regulation Category (DBPR)." As banks are not regulated by DBPR, may we enter in N/A as a response?  
**Response:** Yes.
12. Form CQQ mentions "Identify all individuals authorized to sign for the company, indicating the level of their Authority." Can the response be limited to those who will interact with the Town?  
**Response:** For purposes of item 3C of Form CQQ, the response may be limited to those with signing authority at the location that will be serving the Town and the individual that will be signing the contract should one be awarded.
13. What is Employer Modification Rating?  
**Response:** Employer Modification Rating is a number used by insurance companies to gauge both past cost of injuries and future chances of risk.

Acknowledgement:

Emsley E Hylton  
Name of Signatory  
SVP of Government Banking  
Title  
May 30, 2018  
Date

  
Signature  
BankUnited, NA  
Name of Bidder

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of BankUnited, NA, a corporation organized and existing under the laws of the State of Delaware, held on the 20 day of December, 2015, a resolution was duly passed and adopted authorizing (Name) Emsley Hylton as (Title) Senior Vice President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

Print: \_\_\_\_\_

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**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

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NOTARIZATION

STATE OF Florida )

) SS:  
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me this 30 day of May, 2018, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who ( did /  did not) take an oath.

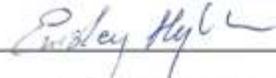
\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }    SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:   
Title: SVP of Government Banking

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large

Form AK

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**SECTION 287.133(3)(a), FLORIDA STATUTES**

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 the Town of Miami Lakes  
by Emsley Hylton SVP of Government Banking  
[print individual's name and title]  
for BankUnited, NA  
[print name of entity submitting sworn statement]

whose business address is  
14817 Oak Lane  
Miami Lakes, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 270217289

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: N/A)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), 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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An 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, executives, 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 prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

Form PEC

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 Paragraph 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 "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This 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 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 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.**

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large



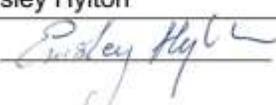
**COMPLIANCE WITH PUBLIC RECORDS LAW**

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  - 2. Provide the public with access to public records on the same terms and conditions that TOWN 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;
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: BankUnited, NA  
Authorized representative (print): Emsley Hylton  
Authorized representative (signature):  Date: 05/30/2018



**PUBLIC RELATIONS AFFIDAVIT**

Bidder's Name: BankUnited, NA Solicitation No.: 2018-19

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

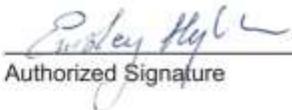
Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship

 Authorized Signature	<u>05/30/2018</u> Date:
<u>Emsley Hylton</u> Print Name	<u>SVP of Government Banking</u> Title:

**DRUG-FREE WORKPLACE CERTIFICATION**

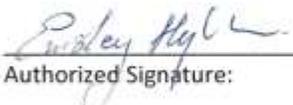
Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**BankUnited, NA**  
\_\_\_\_\_  
Company Name:

**05/30/2018**  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Signature:

**Emsley Hylton SVP of Government Banking**  
\_\_\_\_\_  
Printed Name and Title