



Master Lease Agreement

Mears Motor Leasing and City of Clearwater

10/1/2013 through 9/30/2018

This Master Lease Agreement ("Agreement") is made this 19th day of September, 2013 between The Bancorp Bank d/b/a Mears Motor Leasing, a corporation having its principle place of business at 3905 El Rey Road, Orlando, FL ('Lessor'), and the City of Clearwater, FL, a municipal corporation established under the laws of the State of Florida, ("Lessee").

1. Equipment Group

The estimated cost of the vehicles and equipment to be funded by Lessee under this Agreement is as follows:

Fiscal Year	Amount
2013-2014	\$6,341,000
2014-2015	\$4,811,110
2015-2016	\$4,228,420
2016-2017	\$3,929,090
2017-2018	\$5,418,390

^{**} At any time, the dollar amounts for each Fiscal Year can be increased if needed, however, the total amount financed over the five years cannot exceed \$24,728,010.

2. Lease, Possession and Use

Lessor hereby leases the equipment and vehicles to Lessee upon terms and conditions set forth herein.

Lessee shall have quiet use and enjoyment of and to peaceably have and hold equipment and vehicles during the related lease term.

3. Term

This agreement shall be in effect from October 1, 2013 through September 30, 2018

This agreement may be renewed with mutual consent of both parties for additional periods of time.

4. Rental Payment

Lessee agrees to pay the quarterly rental payments due as specified in the amortization schedule of each draw. The due dates for payments will be January 1st, April 1st, July 1st and October 1st of each year.

The interest rate for each draw will be determined on the day the Lessee requests a draw from the Lessor. The Lessor will use the appropriate 3-year or 5-year CMT indexed rate from the table submitted in the Lessor's bid response.

5. Option to Prepay

Lessee shall have the option to prepay its obligations under this Agreement without any prepayment penalty.

6. Risk of Loss

To the extent permitted by applicable laws of the State of Florida as between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, for loss or damage to any Equipment or vehicles and for injury to or death of any person or damage to any property. Lessee hereby assumes since Lessor's sole responsibility in connection with this transaction is to provide an amount equal to the principal portion of the lease Payments, to pay costs of the acquisition and lease of the equipment and Vehicles, the parties intend that Lessor incur no liability cost or expense with respect to Lessee's possession, use or operation of the equipment or Vehicles. Accordingly, Lessee agrees to the extent permitted by law to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damage or liabilities, including attorney's fees and court costs, arising in connection with Lessee's negligence in the selection. purchase, delivery, installation, possession, use, operation, rejection or return and recovery of claims under the City's Self-Insurance Program. Further, as a governmental entity, the City of Clearwater is subject to Section 768.28. Florida Statutes. Nothing in this paragraph or this Agreement shall be interpreted to alter or modify the provisions of that statue nor the doctrine of sovereign immunity as it applies to the City of Clearwater.

7. Destruction of Equipment

Lessee shall provide a complete written report to Lessor within thirty (30) days of any loss, theft, damage or destruction of any Equipment or Vehicles and of any significant accident involving any Equipment or Vehicles. Lessor may inspect the equipment or Vehicles at any time and from time to time during regular business hours with reasonable notice. If all or part of the Equipment or Vehicles is stolen, lost, destroyed or damaged beyond repair, Lessee shall, within thirty (30) days after such event, at Lessee's selection and expense, either repair the damaged Equipment or Vehicles or pay the remaining principal balance due on the damaged Equipment or Vehicles plus interest from the last payment. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. IF the Lessee fails to notify Lessor, Lessor may declare the prepayment price of the damaged Equipment or Vehicle to be immediately due and payable.

8. Taxes

The City makes no declaration as to the tax status of the lease purchases and whether or not the lease purchases are bank qualified under the Internal Revenue Code of 1986, as amended. However, if requested, the City will cooperate with the process and provide all information that is readily available.

9. Title

During the lease term, ownership and legal title of all Equipment and Vehicles and all replacements shall be in the name of the Lessee. Lessor does not own the Equipment or Vehicles and by this agreement is merely financing the acquisition of the Equipment and Vehicles for Lessee. Lessor has not been in the chain of title of the Equipment and Vehicles, does not operate, control or have possession of the Equipment and Vehicles and has no control over the Lessee or Lessee's operations.

10. Security Interest

Lessor and Lessee agree that this Agreement does not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Vehicles or any other asset of Lessee.

11. Selection of Equipment and Vehicles

Each vendor and all Equipment and Vehicles have been selected by Lessee. Lessor shall have no responsibility in connection with the selection, ordering or delivery of the Equipment or Vehicles.

12. Acceptance of equipment

Upon delivery of the Equipment and Vehicles, Lessee's personnel shall inspect the Equipment and Vehicles. The Lessee shall bundle the invoices from the equipment/vehicle provider and shall submit them quarterly to the Lessor. Upon receiving the equipment/vehicle invoices the Lessor shall reimburse the Lessee for the payment of the invoices within two business days.

13. Locations and Use of Equipment and Vehicles

The equipment and vehicles will be used primarily within the boundaries of Pinellas and Pasco Counties, Florida (the "Counties"). However, at the discretion of Lessee, the Equipment and Vehicles may be used outside the county for purposes such as travel or mutual aid.

Lessee covenants and warrants that during the period that any Equipment and Vehicles are leased to Lessee: the Equipment and Vehicles will at all times be used and operated in compliance with the laws, regulations, and orders of any city, county, state or other legislative administrative, or judicial body or officer having the power to regulate or supervise the use or operation of the Equipment and Vehicles. Lessee shall not install or use the Equipment and Vehicles in such manner or in which circumstances that any part of the Equipment and Vehicles is deemed to be an accession to other personal property or deemed to be real property or a fixture thereon.

14. Maintenance

Lessee shall, at its own expense, maintain the Equipment and Vehicles in proper working order. The Lessee reserves the right to perform routine maintenance while the Equipment and Vehicles are in active service. Maintenance shall be accomplished by outside vendors or in house maintenance personnel.

15. Non-Appropriations

In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal year for lease charges under this Agreement, then the Lessee shall immediately notify Lessor of such an occurrence and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Lessee of any kind whatsoever. except to lease charges or portions of lease charges herein agreed upon for funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, the Lessee agrees to peaceably surrender possession of the Equipment and Vehicles to Lessor at a location within Pinellas County, Florida, mutually agreeable to both parties on the date of such termination. Lessor shall have all legal and equitable right and remedies to take possession of the Equipment and Vehicles. Nothing herein should provide authority to the Lessor to forcibly repossess the Equipment and Vehicles. In the event the Lessor is able to dispose of the Equipment and Vehicles in an amount exceeding the amounts due hereunder, such excessive amount should be remitted to the Lessee in a timely manner.

Notwithstanding the forgoing, Lessee agrees that it will not cancel the Agreement if any funds are appropriated to it, or by it for the acquisition, retention, or operation of the Equipment and Vehicles.

16. Assignment

The Lessor will not assign, transfer, convey or otherwise dispose of the Agreement or any part thereof, or of its right, title or interest therein, or its power to execute the Agreement or any amendment or modification hereto, to any person, company or corporation, without prior written consent of the Lessee or his representative shall be considered an assignment.

17.Insurance

The Lessee is covered under a program of Self-Insurance. The Lessee will provide to the Lessor a letter or other document from its insuring authority evidencing the existence of the continuing Self-Insurance Program covering the Equipment or Vehicles under the Agreement.

18. Governing Law

The Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida. The Agreement shall be deemed to have been made in Pinellas County, Florida regardless of the order in which it is executed.

19. Litigation

Lessor and lessee agree that any action or suit in connection with the Agreement shall be brought only in a court of record in Pinellas County, Florida, the parties consenting to the jurisdiction of each thereof, and service of process may be made on the other party by mailing a copy of the written notice under the Lease by certified mail.

20. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term or condition held to be illegal or void renders then balance of the Agreement to be impossible of performance.

21. Construction

Language in all parts of this Agreement shall be construed as a whole according to its fair meaning. The parties agree that this Agreement is the product of joint authorship, and in the event of any ambiguity, the Agreement shall not be construed against any party.

22. Captions

The captions and headings used in this Agreement are for the convenience and means of reference only and shall not be used to construe, interpret or limit the terms of the Agreement.

23. Notices

All written notices given under this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail/return receipt requested to the respective parties as follows:

Karrie-Linn Velms Jay Ravins, Finance Director

Mears Motor Leasing City of Clearwater

3905 El Rey Road PO Box 4748

Orlando, FL 32808 Clearwater, FL 33758-4748

Phone: 407-253-4505 Phone: 727-562-4538

Fax: 302-791-5705 Fax: 727-562-4535

With a Copy to:

Judy Spewak, Lease Finance Manager Clement Vericker, Debt Manager

Mears Motor Leasing City of Clearwater

3905 El Rey Road PO Box 4748

Orlando, FL 32808 Clearwater, FL 33758-4748

24. Amendment of the Agreement

This Agreement may be amended during its term by mutual written agreement of the parties.

25. Binding Effect

This Agreement shall be binding upon and shall insure to the benefit of Lessor and Lessee and their respective successors and assigns.

26. Default

In the event of default by Lessee, Lessor's sole remedy shall be to sue for compensatory damages, which are hereby agreed to be any accrued and unpaid rental payments as of date of default provided that in the event that Lessee voluntarily returns the Equipment and Vehicles to Lessor, to a location specified by Lessor in Pinellas County, Florida, at Lessee's sole risk, cost and expense and in proper working order. Lessor shall not have any further remedies against Lessee.

27. Documents Comprising Agreement

This Agreement shall include this Master Lease Agreement as well as the following documents which are incorporated herein by reference:

- (a) City of Clearwater RFP-20-13, attached hereto as Exhibit A
- (b) Lessor's RFP Response, attached hereto as Exhibit B

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: The terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

28. Documents Needed for a Draw

The Lessee will submit the following documents for a funding request:

- (a) Written request for the amount of the funding signed by the Finance Director or in his or her absence the Assistant Finance Director. This request will include a statement that all items have been received and paid for.
- (b) For Vehicles: copy of dealer invoice
- (c) For Equipment: copy of vendor invoice

The Lessor will provide an amortization schedule for each draw request.

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IN WITNESS WHEREOF the parties have executed this Master Lease Agreement

LESSOR:

The Bancorp Bank d/b/a

Mears Motor Leasing

Ву

Witness

LESSEE:

By: - georencretekos

George N. Cretekos

Mayor

Approved as to form:

Attest:

Losemara Cau

City Attorney

City Clerk

RFP 20-13 CITY OF CLEARWATER Lease Purchasing REQUEST FOR PROPOSAL (RFP) PROCEDURES

Sealed RFPs:

Responses to this request for proposals (please submit six (6) hard copies and one (1) electronic copy) should be submitted in a sealed envelope, clearly identified as "Proposal for Lease Purchasing," and mailed to:

Michael Murray Purchasing Manager City of Clearwater PO Box 4748 Clearwater, Florida 33758-4748

or delivered to:

Michael Murray Purchasing Manager 3rd Floor 100 South Myrtle Avenue Clearwater, Florida 33756-5520

The RFP's are due no later that 4:00PM, June 21, 2013. Any RFP's received after that date and time will not be opened. The RFP's will be opened at that time in Room 342, City of Clearwater Municipal Services Building, 100 South Myrtle Avenue, Clearwater, FL 33756-5520.

2. RFP Response Forms:

All responses must be presented on the standardized "Lease Purchasing RFP Response Form," which has been provided. Do not submit any supporting material. The City reserves the right to reject any or all RFPs, or to informally negotiate certain points of the final contract with a qualified proposer.

3 Inquires and Addenda:

Each firm shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification, or additional information pertaining to the RFP shall be made in writing a minimum of five (5) working days prior to due date through the City of Clearwater's Purchasing Manager, Michael Murray, at P.O. Box 4748, Clearwater, FL 33758-4748; e-mail at Michael.Murray@myclearwater.com, or FAX 727-562-4635.

The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information may be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective firms who have secured same. However, it shall be the responsibility of each firm, prior to submitting the proposal, to contact the City of Clearwater's Purchasing Manager (727-562-4634) to determine if addenda were issued and to make such addenda a part of the proposal.

4. <u>Pre-RFP Conference:</u>

There will be no pre-bid conference. Any questions or requests for information must be directed to the Purchasing Manager, Michael Murray at the above address.

5. RFP Schedule:

May 20, 2013	Distribution of Request for Proposals.			
June 21, 2013	Formal opening at 4:00 p.m. All sealed RFPs must be in the hands of the City's Purchasing Manager by 4:00 p.m.			
September 5, 2013	Recommendation for award to City Council.			
October 1, 2013	Anticipated implementation date for contract.			

6. Selection Criteria:

• 0-40 points

The following criteria will be used to evaluate RFP responses and to make a recommendation for award to the City Council:

•	0-40 points	Lease purchase process; including items eligible to be lease purchased, paperwork required by the City for each draw,
		turnaround time from request of draw till money received, and any additional relevant information.

Proposed interest rate.

• 0-20 points Experience providing lease purchase financing.

Total possible score of 100 points.

7. Right To Protest:

Any actual or prospective proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the Purchasing Manager.

8. Openness of Procurement Process:

Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any portion of any proposal once submitted.

9. No Collusion:

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed, or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever.

10. Informality Waiver/Rejection of Bids:

The City reserves the right to reject any or all responses and to waive any irregularity, variance, or informality whether technical or substantial in nature, in keeping with the best interests of the City.

11. RFP Expenses Statement:

All vendor costs associated with this RFP will be the responsibility of the vendor.

12. No Corrections:

Once a competitive proposal is submitted, the City shall not accept any request by any proposer to correct errors or omissions in any calculation or competitive price submitted.

13. Insurance:

The City is covered under a program of self-insurance. The City will provide to the lessor a letter or document from its insuring authority evidencing the existence of the continuing self-insurance program covering the items under the Lease.

14. Quiet Enjoyment:

Lessor shall covenant that so long as lessee is not in default under the Lease, Lessor shall not interfere with Lessee's right to quiet possession on the item covered by the lease.

15. Governing Law:

The lease shall be governed by and construed in accordance with the substantive laws of the State of Florida. The Lease shall be deemed to have been made in the City of Clearwater, Pinellas County, Florida regardless of the order in which it is executed.

16. Litigation:

Lessor and Lessee agree that any action or suite in connection with the Lease shall be brought only in a court of record in Pinellas County, Florida, the parties consenting to the jurisdiction of each thereof, and by registered mail, to its address to be used for the giving of notice under the Lease.

17. Appropriations Clause:

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year in which this contract is executed and entered into and for which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall thereafter be released of all terms and other conditions.

18. Public Entity Crimes:

Pursuant to Florida Statute 287-132-133, effective July 1, 1989, the City of Clearwater, as a public entity, may not accept any proposal from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (currently \$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person of affiliate has been removed from the list pursuant to Section 287.133 (3)(f), F.S. If you submit a proposal in response to this request, you are certifying that Florida Statute 287.132 and 287.133 does not restrict your submission.

SCOPE OF LEASE PURCHASING SERVICES

The City of Clearwater is currently looking for a responsible financing source to provide a line of credit for the City's lease purchase (installment sale) financing for the next five fiscal years. The following is a summary of the dollar amounts of lease purchasing done for the last five fiscal years (Oct 1 thru Sept 30).

Fiscal Year	Amount	Number of Draws
12-13*	\$3,500,000.00	3
11-12	\$3,461,869.26	3
10-11	\$4,207,291.56	3
09-10	\$3,019,787.86	3
08-09	\$2,909,093.07	4

^{*} Estimate of current fiscal year.

Items Being Leased Purchased:

The majority of items being leased purchased are vehicles, however, some of the items may be computer systems (including software) and miscellaneous equipment.

The following are the city's best estimates of lease purchase financing needs for the next five fiscal years:

Fiscal Year	Vehicles	Computers	Equipment	Total
13-14	\$5,941,000	\$400,000	\$0	\$6,341,000
14-15	\$3,676,710	\$400,000	\$734,400	\$4,811,110
16-16	\$3,123,420	\$405,000	\$700,000	\$4,228,420
16-17	\$3,181,090	\$405,000	\$343,000	\$3,929,090
17-18	\$3,858,390	\$405,000	\$1,155,000	\$5,418,390

Interest Rate:

Fixed rate: A predetermined percentage of the most current weekly average rate for

the three and five year constant Treasury maturities, as published every

Monday in Federal Reserve Statistical Release H.15

Terms of the Agreement:

Each equipment purchase will be as a draw from a three (3) or five (5) year lease purchase (installment sale) contract. The length of the term is determined by the estimated useful life of the equipment being lease purchased.

Written Contract:

The City will enter into a signed contractual agreement with the financial institution selected for a period of five years with the option for renewal for additional years. The language of the contract will incorporate the provisions of this RFP and the response presented by the successful bidder. The final form of the contract will be negotiated with the successful financial institution.

The contract will have a master document that will be signed by the appropriate City officials. Each draw will fall under the master document and will be signed by only the Finance Director or Assistant Finance Director.

Taxable Status of the Lease Purchases:

The City makes no declaration as to the tax status of the lease purchases and whether or not the lease purchases are bank qualified. Each bidder is responsible for that determination and will bear all costs associated with same. However, if requested, the City will cooperate with the process and provide all information that is readily available.

References:

Bidders will provide at least three references. Preference is for government and Florida references.

City of Clearwater

Lease Purchasing Bid Response Form Bid Opening: June 21, 2013; 4:00PM

Submitted by:			
	8		
Contact:			

The following conditions apply to the submittal:

- The rate quoted will include all fees, \$0 buyout and no prepayment penalty.
- Please base you percentage off of the three and five year constant maturities (CMT) as published every Monday in Federal Reserve Statistical Release H.15.
- The City plans on doing quarterly draws and will do quarterly payments.
- 1. In the yellow area please put the interest rate that your organization would use if the CMT were in that range at the time of the draw request.

An example submission is included for clarification. In the example, if the 5 Year CMT was yielding 2.9% at the time of the draw the interest rate would be 3.71%. If the 5-year CMT was yielding 4.1% at the time of the draw the interest rate would be 3.96%.

Example 3 Year CMT Rate 5 Year CMT Rate 5 Year CMT Rate 2.74% Under 2% Under 2% Under 2% 2%-3% 2%-3% 3.71% 2%-3% 3%-4% 3.94% 3%-4% 3%-4% 3.96% %%-5% 4%-5% 4%-5% 5%-6% 5%-6% 4.01% 5%-6% Over 6% Over 6% Over 6% 4.10%

2.	Turn-around time from request for funding to actual funding.
	Minimum turnaround time business days
	Average turnaround time business days
	Maximum turnaround time business days
3.	Explain your lease purchase procedure: include items eligible to be lease purchased, what documents and paperwork the City needs to provide for each item being lease purchased, the turnaround time for a lease purchase draw, and any additional relevant information. Additional sheets of paper may be attached.
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4.	References	¥

5. Dollar limit of the line of credit per year

Please do not submit any other pages other than these three, along with any additional pages required to respond to item (3) above.

City of Clearwater

Lease Purchasing Bid Response Form Bid Opening: June 21, 2013; 4:00PM

Submitted by:	The Bancorp Bank/dba/Mears Motor Leasing
	3905 El Rey Road
(F	Orlando, FL 32808
Contact:	Karrie-Linn Velms-407-253-4505

The following conditions apply to the submittal:

- The rate quoted will include all fees, \$0 buyout and no prepayment penalty.
- Please base you percentage off of the three and five year constant maturities (CMT) as published every Monday in Federal Reserve Statistical Release H.15.
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3 Year CM	T Rate	5 Year CMT	Rate	5 Year CMT	Rate
Under 2%		Under 2%	2.00%	Under 2%	2.74%
2%-3%	2.00%	2%-3%	2.00%	2%-3%	3.71%
3%-4%	2.49%	3%-4%	2.49%	3%-4%	3 94%
%%-5%	2.49%	4%-5%	2.49%	4%-5%	3 96%
5%-6%	3.00%	5%-6%	3.00%	5%-6%	4.01%
Over 6%	3.00%	Over 6%	3.00%	Over 6%	4 10%

2. Turn-around time from request for funding to actual funding.
Minimum turnaround time1 business days
Average turnaround time1.5 business days
Maximum turnaround time 2 business days
3. Explain your lease purchase procedure: include items eligible to be lease purchased, what documents and paperwork the City needs to provide for each item being lease purchased, the turnaround time for a lease purchase draw, and any additional relevant information. Additional sheets of paper may be attached.
The Bancorp Bank/dba/Mears Motor Leasing leases vehicles, buses,
heavy duty trucks, equipment, ambulances, or other items upon request.
1. Vehicles being financed - At time of funding, copies of all
dealer invoices are to be submitted as backup documentation to the
disbursement request.
2. Equipment - any item that will not be registered - copies of
the vendor invoice will be required as backup documentation to
the disbursement request
A Certificate of Acceptance will require signature at time of funding
verifying receipt of items being funded.
Upon receipt of all requested dealer invoices/vendor invoices, funds
will be forwarded within 1-2 days at most.

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Hillsborough County Public Schools-Dennis Holt-813-272-4932
City of Clearwater - Clem Vericker-727-562-4520
City of Lake Wales - Autumn Brown-863-678-4182, ext 264

5. Dollar limit of the line of credit per year

2013 - 2014	\$6,341,000.00
2014 - 2015	\$4,811,110.00
2015 - 2016	\$4,228,420.00
2016 - 2017	\$3,929,090.00
2017 - 2018	\$5,418,390.00

** At any time, the dollar amounts for each FY can be increased if needed, however, the total amount financed over the 5 years can not

exceed \$24,728,010.00 Please do not submit any other pages other than these three, along with any additional pages required to respond to item (3) above.

Bid Submitted June 20,2013

Kaprie-Linn Velms-Relationship Manager