

ADDENDUM 5 TO RFP 11-BANKING SERVICES

APRIL 7, 2021

- Question 1: Will you accept an electronic submission of the RFP in lieu of hard copy?---No electronic copies of this RFP will be accepted. Please submit the number of hard copies as prescribed in the request for proposal.
- Question 2: Can you forward copies of your last 3 months bank Account Analysis statements for review?---An updated chart of analysis is provided as an attachment to this addendum.
- Question 3: Can you clarify the statement regarding Direct Deposit – "Bank's System should have the capability of linking with OHA's system directly. The OHA uses Lindsey Software."?---The bank's electronic ACH system should be able to interact with the OHA's software system for the purpose of submitting ACH direct deposits. Lindsey Software is the software in use at the OHA.
- Question 4: Repurchase Agreement: Would you consider other investment options, such as an interest-bearing account to gain additional interest?---All investment options are subject to the requirements and language found in the General Depository Agreement, HUD form 51999 (attachment 3 to this addendum).
- Question 5: Provide a copy of your Investment Policy---A copy of the OHA's Investment Policy is provided as an attachment to this addendum.
- Question 6: Page 10 F 2 - Returned and sorted canceled checks - If we provided online check images front and back of canceled checks, would this suffice? We can also provide this on CD's as well.---Yes, this will suffice.
- Question 7: Page 10 I 2 - ACH Direct Deposit - We offer SFTP submission of NACHA formatted ACH files. Do you have the capability to create a NACHA file from your Lindsey Software?---Yes. Lindsey does create the NACHA standard ACH file for banking use.

Sincerely,



James Haynes
Deputy Director

ADDENDUM 5

ATTACHMENT 1

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**REQUEST FOR PROPOSAL - BANKING SERVICE
OCALA HOUSING AUTHORITY**

ACCOUNT ANALYSES AS OF MARCH 2021

PUBLIC HOUSING OPERATING (0380)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	75,154	68,975	83,696
ACH DEPOSIT	13	9	23
CHECKS/MONEY ORDER DEPOSITED	15	17	21
CHECKS PAID	39	39	56
TRANSFER	-	1	5
ACH TRANSMISSION	15	18	17

186 APARTMENTS LOCATED WITHIN THE CITY LIMITS

HOUSING CHOICE VOUCHER (#7717) AKA SECTION 8**			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	1,190,148	1,277,997	1,294,448
DIRECT DEPOSIT	3	3	4
CHECKS PAID	266	239	264
TRANSFER	2	3	4
ACH TRANSMISSION	4	3	5

****NEW ACCOUNT OPENED IN AUGUST 2020 AFTER OHA EXPERIENCED FRAUD IN #0413**

HOUSING CHOICE VOUCHER (0413)*			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	130,770	130,235	130,260
DIRECT DEPOSIT	0	0	0
CHECKS PAID			
TRANSFER			
ACH TRANSMISSION			

This account was closed due to counterfeit fraudulent checks written against it. Balance remain for outstanding checks.

***Average low due to extra money deposited with this month.**

HOUSING CHOICE VOUCHER RESERVE (0405)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	25,070	25,075	25,080
TRANSFER	0	0	0

ADMINISTRATIVE FUND (0447)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	175,504	161,351	168,790
TRANSFER	2	2	3

DISCRETIONARY FUNDING

RENTAL HOUSING OPERATING (0421)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021

AVERAGE DAILY BALANCE	7,156	8,295	6,499
TRANSFER	0	1	2

DUPLEX NEAR ADMIN OFFICE

KING'S LANDING OPERATING (0471)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	40,162	44,482	40,580
TRANSFER	1	1	3

22-UNIT COMPLEX LOCATED NEAR LILLIAN BRYANT CENTER

SECURITY DEPOSIT CITY & COUNTY NSP (1908)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	10,150	10,150	10,145
TRANSFER	0	0	0

CITY NSP (11 RENTAL HOMES) & COUNTY NSP (2 LEASE-TO-OWN HOMES)

PH FSS ESCROW (0463)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	32,981	33,864	34,752
TRANSFER	0	0	0

FAMILY SELF SUFFICIENCY FUNDS BELONG TO PH TENANTS PARTICIPATING IN FSS PROGRAM

HCV FSS ESCROW (0455)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021

AVERAGE DAILY BALANCE	162,731	158,302	161,338
TRANSFER	0	0	0

FAMILY SELF SUFFICIENCY FUNDS BELONG TO HCV TENANTS PARTICIPATING IN FSS PROGRAM

TBRA OPERATING (0497)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	9,503	2	2
TRANSFER	1	0	0

CLOSED ACCOUNT IN FEBRUARY 2021 (OLD GRANT PROGRAM - TENANT BASED RENTAL ASSISTANCE)

PH SECURITY DEPOSIT (0398)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	51,501	51,587	51,887
TRANSFER	0	0	0

RENTAL HOUSING DUPLEX SECURITY DEPOSIT (0439)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	1,404	1,404	1,404
TRANSFER	0	0	0

DUPLEX

KING'S LANDING SECURITY DEPOSIT (0489)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021

AVERAGE DAILY BALANCE	12,988	13,514	13,514
TRANSFER	0	0	0

QUEEN'S LANDING OPERATING (0571)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	3,571	4,858	5,226
TRANSFER	1	1	3

6-UNIT APARTMENT COMPLEX IN MARION OAKS

QUEEN'S LANDING SECURITY DEPOSIT (0563)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	3,225	3,225	3,225
TRANSFER	0	0	0

RICHMOND HEIGHTS VILLA OPERATING (6610)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	5,110	6,262	7,587
TRANSFER	2	0	1

NEWLY CONSTRUCTED DUPLEX NEAR LILLIAN BRYANT CENTER

RICHMOND HEIGHTS VILLA SECURITY DEPOSIT (6628)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	1,576	1,576	1,571
TRANSFER	0	0	0

COVID-19 HCV (CARES\$) (6446)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	288,160	287,769	286,269
TRANSFER	1	0	2

COVID -19 PH (CARES\$) (6453)			
DESCRIPTION OF SERVICE	JAN 2021	FEB 2021	MAR 2021
AVERAGE DAILY BALANCE	1,085	1,051	1,051
TRANSFER	0	0	0

WE HAVE NOT DRAWN DOWN ANY OF OUR \$139K AVAILABLE FUNDS FROM HUD YET.

**ALL SECURITY DEPOSIT ACCOUNTS ARE NON-INTEREST BEARING ACCOUNTS
ALL OTHER CHECKING ACCOUNTS ARE INTEREST BEARING ACCOUNTS**

ADDENDUM 5
ATTACHMENT 2
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OCALA HOUSING AUTHORITY

INVESTMENT POLICY

The objective of this Investment Policy is to maximize the return on all Ocala Housing Authority reserves by investing the maximum amount of money in prudent investment vehicles.

The Executive Director is hereby designated the administrator of the Ocala Housing Authority's funds and will be responsible for their timely and appropriate investment.

An investment register shall be maintained to record the purchase and sale of investment securities. A separate record shall be maintained for each fund account. At a minimum, the record shall contain the following:

- A. A complete description of the securities purchased**
- B. The date of purchase**
- C. The purchase price**
- D. The interest rate**
- E. The amount of periodic increment of value of US Savings Bonds, if applicable**
- F. The date of sale**
- G. Source of funds invested**

Interest earned shall be accrued according to Generally Accepted Accounting Procedures (GAAP).

The Ocala Housing Authority shall make periodic reviews to determine anticipated revenues (rents, non-dwelling income, requisitions of funds, grants, and other income) and anticipated expenditures to determine the amount of investment(s) to be made, if any. The investment process will be accomplished through financial representatives at designated financial institutions.


All federal funds of the Ocala Housing Authority will be invested solely in securities of the type approved by the U.S. Department of Housing and Urban Development. Currently, these investments may include:

- A. U.S. Treasury Bills**

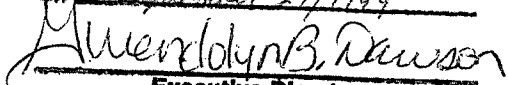
- B. U.S. Treasury Notes and Bonds
- C. Obligations of Federal Government Agencies
- D. Securities of Government Sponsored Agencies
- E. Insured Money Market Deposit Accounts
- F. Municipal Depository Fund
- G. Super NOW Accounts
- H. Certificates of Deposit
- I. Repurchase Agreements
- J. Sweep Accounts
- K. Separate Trading of Registered Interest and Principal of Securities (STRIPS)
- L. Mutual Funds that meet the HUD criteria

All investments shall be adequately collateralized. If the Ocala Housing Authority's funds in a bank exceed the federal insurance limits, there shall be adequate collateral of the type the Ocala Housing Authority can invest in place in a set aside in an amount equal to the total of the deposits exceeding the insurable limits.

Note: This policy does not apply to the Ocala Housing Authority's retirement plan funds that are required to be covered by the retirement plan.

REVIEWED & APPROVED AS TO
FORM AND LEGALITY


OCALA HOUSING AUTHORITY DATE
LEGAL COUNSEL

Resolution 99-49
Adopted By the Ocala Housing
Authority Board of Commissioners
on September 27, 1999


Executive Director

ADDENDUM 5
ATTACHMENT 3
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Public reporting burden for this collection of information is estimated to average 1 hour per response. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD will use this information to ensure PHAs use all Program Receipts received from HUD or otherwise associated with public housing funds for purposes of public housing, by requiring such financial assistance to be deposited into interest-bearing accounts at certain financial institutions. The information requested does not lend itself to confidentiality.

This Agreement, entered into this ___ day of ___, 20___ by and between ___ (herein called the "HA"), a duly organized and existing public body corporate and politic of the ___ of ___ and ___ (herein called the "Depository"), located at ___.

Witnesseth:

Whereas, the Department of Housing and Urban Development (herein called "HUD") has entered into one or more Annual Contributions Contracts (herein called the "ACC" with the HA for the purpose of providing financial assistance to develop and operate lower income housing projects, as authorized by the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

Whereas, under the terms of the ACC the HA is required to select as depositories of its funds, financial institutions whose deposits or accounts are insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF) as long as this Agreement is in force and effect.

Now Therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The deposits and accounts of the Depository shall continue to be insured by the FDIC Corporation or NCUSIF.
2. All monies deposited by the HA with the Depository shall be credited to the HA in a separate interest-bearing deposit or interest-bearing accounts, designated "Accounts" (herein the "Accounts"). Any portion of HA Funds not insured by a Federal insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD in a notice. Collateralization is required on a daily basis at the end of the business day. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations. The HA shall have possession of the securities (or the HA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the HA as a bailee (evidenced by safe keeping receipt and a written bailment for hire contract) and will be maintained for the full term of deposit. The Depository may substitute other securities as collateral to equal or increase the value. If the HA is an agency of an Indian tribe, the collateral shall be in United States bonds and otherwise as may be prescribed for public funds by the United States Secretary of the Treasury.
3. Except as stated in Paragraph 5, the Depository shall honor any (a) check or other order to pay from the Accounts, or (b) directive to purchase investment securities with monies from the Accounts or to sell securities, if such order or directive is in writing and signed on behalf of the HA by an officer or member designated by resolution of the Board of Directors of the HA to have such authority. To assist the Depository in its obligation, the HA shall furnish the Depository with a certified copy of the resolution.
4. Any securities received from the HA or purchased by the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safe-keeping for the HA until sold. Interest on such securities and the proceeds from the sale thereof shall be deposited in the Account upon receipt
5. If the Depository receives written notice from HUD that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell securities, or permit any withdrawals by the HA from said Accounts until the Depository is authorized to do so by written notice from HUD.
6. The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the ACC, and shall be under no duty to investigate or determine whether any action taken by either the HA or HUD in respect of the Accounts are consistent with or are authorized by the ACC or whether either HA or HUD is in default under the provisions of the ACC. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate or notice furnished to it pursuant to the provisions of this Agreement and which the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed
7. The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the HA and HUD. This Agreement may be terminated by either party hereto upon thirty days' written notice to the other party, and HUD. The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in Paragraph 5.

8. HUD is intended to be a third-party beneficiary of this Agreement and may sue to enforce its provisions and to recover damages for failure to carry out its terms.

9. The Depository shall provide the HA with remote, electronic access to the Accounts for the purpose of monitoring the crediting or depositing of any monies in the Accounts.

10. The provisions of this Agreement may not be modified by either Party without the prior written approval of HUD

11. **Strike this paragraph if inapplicable:** Previous General Depository or Savings Depository Agreements, if any, entered into between the Depository and the HA are hereby terminated and all monies and securities of the HA on deposit with or held by the Depositories pursuant to the terms of said Agreement shall continue to be held for account of the HA pursuant to and in accordance with the provisions of this Agreement.

12. **Strike this paragraph if paragraph 2 applies:** For use only in certain States that have statutes that prohibit HAs from implementing paragraph 2.

At no time shall the HA Funds in the Accounts be permitted to exceed the amount insured by Federal deposit insurance (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or otherwise, the Depository shall promptly, as directed by the HA, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the HA or, (b) on behalf of the HA, purchase securities approved for investment by the HA. Such securities shall not be considered to be a part of the Account pursuant to Paragraph 4 hereof but shall be held by the Depository as custodian or trustee for the HA in a separate account established for that purpose by the Depository (herein the "Securities Account"). The Securities Account shall be designated as _____.

Income or other proceeds from securities held in the Securities Account shall, as directed by the HA, upon receipt, be paid to or on behalf of the HA; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this Paragraph, be deposited in the Accounts. If the Depository receives written notice from HUD pursuant to Paragraph 5 hereof that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any directive from the HA to sell securities, or permit any withdraws by the HA, from the Securities Account until the Depository is authorized to do so by written notice from HUD.

During the pendency of such restrictions on the Accounts and the Securities Account, the Depository, except as directed in writing by HUD, shall not remit any payment to the HA for the purpose of limiting the amount of funds in the Account to the Insured Amount but shall instead purchase securities approved for investment by the HA and hold such securities in the Securities Account.

13. Notice required under the terms and conditions of this agreement shall be deemed to have been given when it made by:

_____, on behalf of _____
Title Organization (HA)

_____, on behalf of _____
Title Organization (Depository)

_____, on behalf of _____
Title Organization (HUD)

Notice shall be made in writing. Notice may be delivered in person, by United States Postal Service mail, by receipted commercial mail delivery, by facsimile machine or other electronic means that clearly identifies the sender as one of the persons so authorized in this paragraph. **Notice under the terms of this agreement shall be implemented by the Depository within 24 hours of actual receipt.**

In Witness Whereof, the HA and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

HA

(SEAL)

ATTEST:

By _____

Chairman

Secretary

Depository

(SEAL)

ATTEST

By _____