

**AGREEMENT
BETWEEN THE
METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE
AND
WELLS FARGO BANK, N.A.
FOR
TREASURY MANAGEMENT SERVICES**

This Agreement (“Agreement”) is made and entered into the ____ day of _____, 2022, by and between the **METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE**, with its principal business address located at Trade Centre South 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, hereinafter referred to as “MTECC,”

AND

WELLS FARGO, N.A., authorized to do business in the State of Florida, with its principal business address located at 100 South Ashley Drive, #820, Tampa, FL 33602, hereinafter referred to as “CONTRACTOR.”

WITNESSETH:

WHEREAS, an agreement between the Broward Metropolitan Planning Organization (BMPO) and CONTRACTOR for Treasury Management Services is dated and effective as of December 9, 2021 with an initial term end date through September 30, 2024 (the “BMPO Agreement”); and

WHEREAS, the Metro Transportation Engineering and Construction Cooperative (MTECC) is a newly created separate legal public entity established pursuant to Section 163.01(7), Florida Statutes; and

WHEREAS, MTECC requires treasury management services as part of its start-up operations, the same as BMPO provided services; and

WHEREAS, BMPO Agreement contains an assignment provision that allows for “Piggybacking” of the agreement with the consent of both parties; and

WHEREAS, both BMPO and CONTRACTOR mutually agree to MTECC entering into this Agreement under the same terms, conditions and service fees as the BMPO Agreement, which is hereby attached and incorporated into this Agreement; and

WHEREAS, on _____, 2022, the MTECC Board authorized the appropriate MTECC officials to execute this Agreement with the CONTRACTOR.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, MTECC and CONTRACTOR agree as follows:

1. Incorporation of “Whereas” Clauses. The truth and accuracy of each “Whereas” clause set forth above is acknowledged and is incorporated herein as if set forth in its entirety.

2. Incorporation of BMPO Agreement. Wells Fargo Master Agreement for Treasury Management Services, as amended by Amendment to Master Agreement for Treasury Management Services executed and entered into on December 9, 2021, between BMPO and Wells Fargo Bank, N.A., is incorporated and made part of this Agreement.

3. Attachment A1 to Master Agreement for Treasury Management Services titled, Pricing for Specified Treasury Management Services, contains the CONTRACTOR’s Treasury Management Pricing for this Agreement.

4. **[changes such as notification POC’s to be addressed here.]**

5. Except as amended herein all other terms and conditions of the Agreement shall remain in full force and effect.

6. To the extent of any conflict between the language of this Agreement, and the BMPO Agreement, the terms of this Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: MTECC, signing by and through its Chair and Executive Director, attested to and duly authorized to execute same, and CONTRACTOR, signing by and through its _____, attested to and duly authorized to execute same.

MTECC

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

By: _____
Lowell Clary, Interim Executive Director

By: _____
Lynn Stoner, Chair

This ____ day of _____, 2022

This ____ day of _____, 2022

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE MTECC ONLY:

By: _____
Matthew Pearl, MTECC Interim General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.

**AGREEMENT
BETWEEN THE
METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE
AND
WELLS FARGO BANK, N.A.
FOR
TREASURY MANAGEMENT SERVICES**

CONTRACTOR

WITNESSES:

WELLS FARGO BANK, N.A.

By: _____

By: _____

Print Name: _____

Name: _____

Title: _____

By: _____

Address: _____

Print Name: _____

This ____ day of _____, 2022

**AMENDMENT TO MASTER AGREEMENT FOR
TREASURY MANAGEMENT SERVICES
BETWEEN
THE BROWARD METROPOLITAN PLANNING ORGANIZATION
AND
WELLS FARGO BANK, N.A.**

This Amendment supplements and modifies the Master Agreement for Treasury Management Services (“Master Agreement”) for the Broward Metropolitan Planning Organization (“BMPO”) and Wells Fargo Bank, N.A. (the “Bank”) executed contemporaneously herewith.

The BMPO and the Bank agree that the Master Agreement shall be amended as follows:

1. The following text is added at the end of Section 3 of the Master Agreement (titled “**Changes to services**”):

“Notwithstanding the immediately preceding paragraph, through the Initial Term End Date (as defined below) Bank will not change the fees for Services reflected on Attachment A, except:

- in order to reflect the impact of any change in Applicable Law;
- in the event your Service usage volume is materially lower than that reflected on Attachment A;
- for changes to Bank’s pricing methodology for Services, including element IDs associated with a Service, so long as the change does not increase the total price of the Services to you (unless permitted under one of the two immediately preceding bullet points).

If you implement additional Services not described on Attachment A prior to the Initial Term End Date, the fees for such additional Services will be as disclosed to you in connection with the implementation of such additional Services.”

2. The following text is added at the beginning of Section 4 (titled “**Term and termination**”) as a new first sentence:

“Subject to the termination provisions below, the initial term of this Agreement will commence on October 1st 2021 and expire on September 30th, 2024 (“Initial Term End Date”), and this Agreement may be extended for not more than 2 additional one-year extension terms by your and our mutual consent.”

3. The text of Section 12 (titled “**Governing Law**”) is deleted in its entirety and replaced with the following:

“Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of State of Florida, without reference to its principles of conflicts of laws (“Governing Law”).”

4. The text of Section 14 (titled “**Jurisdiction**”) is deleted in its entirety and replaced with the following:

“Jurisdiction. For any proceedings regarding this Agreement, you and we each hereby irrevocably submits to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the federal courts located there and irrevocably agrees that all claims relating to the proceeding may be heard or determined in those courts.”

5. For the avoidance of doubt, the parties acknowledge that the provisions governing the earnings allowance/earnings credit rate (ECR) as set forth in the Commercial Account Agreement between the parties will continue to apply. The ECR is a variable rate that we may change from time to time. We do not deduct a reserve requirement prior to calculating the ECR. We calculate your earnings credit on 100% of your investible balance (also called average daily positive collected balance).
6. The text of Section 13 (titled “**Arbitration**”) is deleted in its entirety.
7. The following provision shall be included in the Master Agreement and fully incorporated therein:

PUBLIC RECORDS

- (a) Bank understands that the public shall have access, at all reasonable times, to all documents and information pertaining to BMPO contracts subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the BMPO and the public to all documents subject to disclosure under applicable law. Bank agrees to keep and maintain public records in Bank’s possession or control in connection with Bank’s performance under this Agreement. Bank additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- (b) 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, and following completion of the Agreement until the records are transferred to BMPO.
- (c) Upon request from BMPO custodian of public records, Bank shall provide BMPO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed

the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- (d) Upon completion of this Agreement, transfer, at no cost, to the BMPO all public records in possession of Bank or keep and maintain public records required by BMPO to perform the service. If Bank transfers all public records to BMPO upon completion of this Agreement, Bank shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bank keeps and maintains public records upon completion of this Agreement, Bank shall meet all applicable requirements for retaining public records. All records stored electronically by Bank shall be delivered to BMPO, upon request from the BMPO's Custodian of Records, in a format that is compatible with the BMPO's information technology systems. Wells Fargo is not required to return or destroy Confidential Information that is commingled with other information or documents of Wells Fargo if it would pose a substantial administrative burden to destroy such information, or is contained in an archived computer system or backup made by Wells Fargo in accordance with its standard security or disaster recovery procedure, provided that such retained information will eventually be erased or destroyed in the ordinary course of records management and/or data processing procedures.
- (e) Bank's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by BMPO.

Section 119.0701(2)(a), Florida Statutes

IF BANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BANK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: Vilma Hurtado

**Mailing address: 100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309**

Telephone number: (954) 876-0057

Email: hurtadov@browardmpo.org

- 8. The following provision shall be included in the Master Agreement and fully incorporated therein:

SCRUTINIZED COMPANIES.

- (a) Bank certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the BMPO may immediately terminate this Agreement at its sole option if the Bank or its subcontractors are found to have submitted a false certification;

or if Bank, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- (b) If this Agreement is for more than one million dollars, Bank certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Pursuant to Section 287.135, F.S., the BMPO may immediately terminate this Agreement at its sole option if Bank, its affiliates, or its subcontractors are found to have submitted a false certification; or if Bank, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- (c) Bank agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

9. The following provision shall be included in the Master Agreement and fully incorporated therein:

INDEMNIFICATION

Bank shall indemnify and hold harmless the BMPO, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of the services under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors, omissions, or intentional misconduct of the Bank, Bank's subcontractor(s), or anyone directly or indirectly employed or hired by Bank or anyone for whose acts Bank may be liable. Notwithstanding the foregoing, Bank's liability under this Section shall be subject to the limitations set forth in Section 11 of the Master Agreement. The BMPO reserves the right, but not the obligation, to participate in defense without relieving the Bank of any obligation hereunder. The Bank agrees that this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the BMPO of any immunity to which it is entitled by law, including but not limited to the BMPO's sovereign immunity as set forth in Section 768.28, Florida Statutes.

10. The following provision shall be included in the Master Agreement and fully incorporated therein:

Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other, which consent will not be unreasonably withheld or delayed; provided, however, that Bank may assign this Agreement without consent in connection with a merger, acquisition or corporate restructuring involving Bank.

11. The following provision shall be included in the Master Agreement and fully incorporated therein:

Any notices required by this Agreement shall be in accordance with the Service Documentation to the parties and at the addresses indicated below:

For BMPO: Gregory Stuart, Executive Director
Broward Metropolitan Planning
Organization 100 W. Cypress
Creek Road, Suite 650
Fort Lauderdale, FL 33309

Copy to: Alan L. Gabriel, General Counsel
Weiss Serota Helfman Cole &
Bierman, P.L. 200 East Broward
Blvd., Suite 1900
Fort Lauderdale, FL 33301

For Bank: Wells Fargo Bank, N.A.
100 South Ashley Drive, #820
Tampa, FL 33602

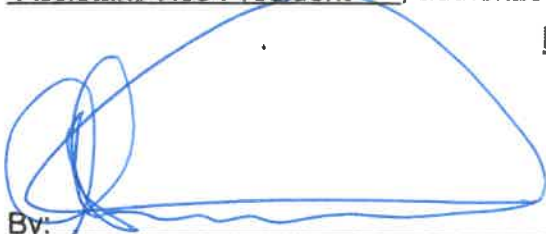
12. If there is a conflict between this Amendment and the Master Agreement or other Service Documentation, this Amendment will control. Except as expressly provided by this Amendment, all terms and provisions of the Master Agreement and Service Documentation will continue to apply with full force and effect.

[END OF AMENDMENT]

**AMENDMENT TO MASTER AGREEMENT FOR
TREASURY MANAGEMENT SERVICES
BETWEEN
THE BROWARD METROPOLITAN PLANNING ORGANIZATION
AND
WELLS FARGO BANK, N.A.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Master Agreement for Treasury Management Services on the respective dates under each signature: **BMPO**, signing by and through its Chair and Executive Director, attested to and duly authorized to execute same, and the **BANK**, signing by and through its Assistant Vice President, authorized to execute same.

BMPO

By: 

Gregory Stuart, Executive Director

BROWARD METROPOLITAN
PLANNING ORGANIZATION


By: 

Frank C. Ortis, Chair

This 9th day of December 2021.


This 9th day of December 2021.

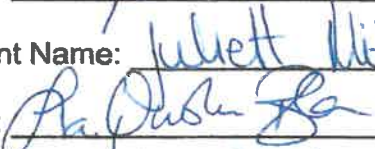
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE BMPO ONLY:

By: 

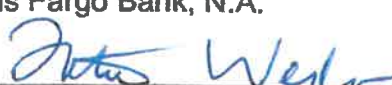
Alan L. Gabriel, BMPO General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.

BANK

WITNESS:
By: 

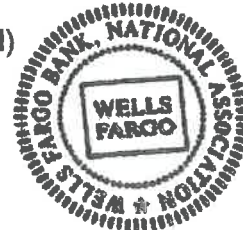
Print Name: Juliett Mitchell
By: 

Print Name: LaQuesha Blair

Wells Fargo Bank, N.A.
By: 

Print Name: Latosha Wedderburn
26th day of NOVEMBER, 2021.

(Corporate Seal)



SECRETARY'S CERTIFICATE

WELLS FARGO BANK, NATIONAL ASSOCIATION

I, Debra L. McCombs, hereby certify that I am an Assistant Secretary of Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America (the "Bank"), and I hereby further certify as follows:

1. The following is a true and correct extract from resolutions duly adopted by the Board of Directors of the Bank on May 15, 2018, and no modification, amendment, rescission or revocation of such resolutions has occurred affecting such extract as of the date of this certificate:

RESOLVED, that agreements, instruments, or other documents, including amendments and modifications thereto, relating to or affecting the property or business and affairs of the Bank, whether acting for its own account or in a fiduciary or other representative capacity, may be executed in its name by the persons hereinafter authorized;

RESOLVED, that for the purposes of these resolutions, "Senior Executive Officer" shall mean any person appointed, designated or otherwise elected President, Chief Executive Officer, Senior Executive Vice President, Executive Vice President or designated an Executive Officer by resolution of the Board of Directors of the Bank, and "Signing Officer" shall mean any Senior Executive Officer, any Senior Vice President, the Treasurer, any Vice President, any Assistant Vice President, any person whose title includes the word "Officer" (e.g., Commercial Banking Officer, Personal Banking Officer, Trust Officer), or any other person whose title has been or is hereafter designated by the Board of Directors as a title for an officer of the Bank, and such officers are hereby authorized to sign agreements, instruments and other documents on behalf of the Bank in accordance with the signing authorities conferred in Parts A, B and C of these resolutions;

B. Vice Presidents and Above

RESOLVED, that any Senior Executive Officer, any Senior Vice President and any Vice President, acting alone, may execute on behalf of the Bank:

1. Deeds, leases, assignments, bills of sale, purchase agreements and other instruments of conveyance to purchase, sell, lease or sublease to or from a third party real property, or any interest therein, and any and all management agreements, construction contracts, permits and other contracts or documents required to be executed or delivered to or filed with any person, entity or jurisdiction in the course of the management, maintenance,

improvement and/or operation of any real or personal property owned, held or leased by the Bank for its own account; *provided, however*, that such agreements, instruments and other documents may also be signed as hereinafter provided with respect to real property acquired by the Bank in connection with collateral for a loan.

2. Confidentiality agreements, bonds of indemnity and powers of attorney (including any instruments revoking such power of attorney); *provided, however*, that (a) proxies to vote stock in a corporation or to vote other interests in other legal entities or to service or enforce the Bank's rights with respect to real property and (b) stock and bond powers may also be signed as hereinafter provided.

C. Signing Officers

RESOLVED, that any Signing Officer, acting alone, may execute on behalf of the Bank, whether acting for its own account or in a fiduciary or other representative capacity:

11. Receipts for any funds, documents or other property paid or delivered to the Bank.
12. Guaranties of signatures, whether appearing as endorsements of bonds, certificates of stock, or other securities, including without limitation medallion guaranties provided in connection with a medallion stamp, or otherwise.
13. Certifications, confirmations, affirmations, affidavits or similar documents related to or in connection with any customer account or relationship.
14. Agreements, instruments and other documents establishing or relating to any deposit account or the collateralization thereof.

[Service Contracts]

15. Agreements (including any amendments, terminations and any other documents or ancillary agreements related thereto) and proposals to provide services to or receive services from third parties.

[Governmental Reporting; Legal Proceedings]

16. Tax returns and all reports, applications and other filings made with any federal, state, local or foreign governmental department, agency, body or official.

17. Pleadings, petitions, accounts, and other documents to be filed in any court, administrative or other proceeding, including verifications thereof, or otherwise relating to any litigation (including threatened), claim or complaint, including any settlement or release thereof.

2. On the date hereof, the following person was a duly appointed, qualified and acting officer of the Bank, that her correct title appears beside her name, and that on said date she was duly authorized to act on behalf of the Bank as set forth in the foregoing resolutions:

Name	Title
Latosha Wedderburn	Assistant Vice President

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Bank this 10th day of November, 2021.



A handwritten signature in black ink, appearing to be "Latosha Wedderburn", is written over a horizontal line.

Assistant Secretary

*** Redacted [Indicates portions of the resolution which have been omitted because they are not relevant to the transaction for which this certificate has been requested.]

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

- 1. Service documentation.** The Service Documentation contains the terms governing each Service and includes:
 - a. The Service Description (which contains terms and conditions applicable to the specific Service),
 - b. The Acceptance (which indicates your acceptance of the Service Documentation),
 - c. This Agreement (which contains terms and conditions applicable to all Services),
 - d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
 - e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
 - f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted at our *Commercial Electronic Office*® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

- 2. Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
- 3. Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on the CEO portal. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any transaction effected under this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.
- 4. Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other

party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
- b. Without prior notice to you if:
 - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
 - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
 - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
 - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
 - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
 - vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights with respect to transactions occurring before the termination. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any CEO portal access rights under section 9(d) below.

5. Service fees. You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.

6. Security procedures.

- a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
- b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.

7. Confidential information. Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides and Terms of Use, and (b) Security Procedures, passwords, codes, security devices and related

instructions. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,
- b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
- c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

- 8. Currency conversion.** When your instructions require us to convert the amount of a payment order from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your payment order. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup over our cost of sourcing the relevant currency. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the payment order, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the payment order after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a payment order and the time the payment order is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. CEO portal.

- a. **Description of the CEO portal.** The CEO portal is our electronic banking portal that is accessed via the Internet. Your Authorized Agents (defined below) may use the CEO portal to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through the CEO portal. We offer different channels through which you may access the CEO portal, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
- b. **Access to the CEO portal.** When you enroll in the CEO portal, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access the CEO portal on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through the CEO portal, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
- c. **Administration of the CEO portal.** We offer two options for administering the CEO portal: (i) Administration and (ii) Bank administration.

- i. **Administration.** If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
 - (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
 - (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
 - (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

- ii. **Bank administration.** For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access the *CEO* portal. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

- d. **Terminating access.** We may terminate or restrict any Authorized Agent's access to any Service through the *CEO* portal if we determine such use:
 - i. Does not comply with any term applicable to the *CEO* portal,
 - ii. Is not permitted by Applicable Law,
 - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
 - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. **Financial information.** Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at the *CEO* portal. The posting of any Financial Information or any other information or data at the *CEO* portal is not a recommendation by us of any particular Service or transaction. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
- f. **Miscellaneous.** For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through the *CEO* portal. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.

- a. **Non-subscribed alerts.** When you enroll in the *CEO* portal or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- b. **Subscribed alerts.** You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any payment order or other instruction that:
 - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
 - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.
- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
 - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

- g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
 - i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
 - ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
- h.

When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

- 12. Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").
- 13. Arbitration agreement.** Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.
- 14. Jurisdiction.** For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.
- 15. Miscellaneous.**
- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
 - b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
 - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
 - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
 - c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.

- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
- h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
- i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
 - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
 - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
 - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
 - iv. Each party will have a reasonable time after receipt of any notice to act on it.
 - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
 - vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

APPENDIX X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., London Branch
2. Wells Fargo Bank, N.A., Cayman Islands Branch
3. Wells Fargo Bank, N.A., Canadian Branch

Attachment A¹
Pricing for Specified Treasury Management Services
See Attached



Wells Fargo Treasury Management Pricing

Broward MPO

Pricing as of Sep 2021

	<u>AFP Code</u>	<u>Service Description</u>	<u>Charge Basis</u>	<u>Price</u>
		BALANCE & COMPENSATION INFORMATION		
IAMIB	000230	RECOUPMENT MONTHLY IB	Deposit assessment	0.12750
		GENERAL ACCOUNT SERVICES		
22051	010000	ACCT MAINTENANCE	Account	12.00000
DS510	010020	ZERO BALANCE MASTER ACCOUNT MAINT	Account	10.00000
DS001	010021	ZERO BALANCE MONTHLY BASE	Account	10.00000
CK021	010100	DEBITS POSTED	Debit	0.10000
46106	010102	CEO BASIC BANKING - TRANSFER	Transaction	0.00000
		DEPOSITORY SERVICES		
08052	100006	BRANCH DEPOSIT	Deposit	3.50000
002	100225	DEPOSITED CHECK	Check deposited	0.10000
		PAPER DISBURSEMENT SERVICES		
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	Check paid	0.00000
22030	150412	STOP PAYMENT - AUTO RENEWAL	Stop payment	4.00000
22225	150240	CHECK CASHING THRESHOLD MO BASE	Account	0.00000
22245	150240	CHECKS PAY TO INDIV BLOCK MO BASE	Account	0.00000
22235	150240	OTC DEBIT BLOCK MONTHLY BASE	Account	0.00000
12907	150030	POSITIVE PAY MONTHLY BASE	Account	0.00000
12681	150030	POSITIVE PAY ONLY MONTHLY BASE	Account	0.00000
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	Account	5.00000
22202	150100	DDA CHECKS PAID	Check paid	0.05000
		PAPER DISBURSEMENT RECON SERVICES		
DS322	200120	ARP PARTIAL RECONCILIATION - ITEM	Check paid	0.00000
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	Record	0.00000
12061	200020	ARP MONTHLY BASE - PARTIAL	Account	16.00000
12609	200310	ARP PAPER STATEMENT/REPORT DELIVERY	Statement	15.00000
12684	200310	ARP PAPER STMT/REPORT MONTHLY BASE	Account	15.00000
12379	200201	ARP PART POSITIVE PAY ISSUE - ITEM	Check issued	0.00000
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE	Account	0.00000

	<u>AFP Code</u>	<u>Service Description</u>	<u>Charge Basis</u>	<u>Price</u>
		GENERAL ACH SERVICES		
CK018	250201	ELECTRONIC CREDITS POSTED	Credit	0.10000
ES203	250000	ACH/WIRE PERFECT RECEIVABLE-MO BASE	Account	50.00000
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	ACH company ID	0.00000
ES280	250000	ACH MONTHLY BASE	Subscription	16.00000
ES211	250102	ACH FUTURE DATED ITEM	Transaction	0.03500
ES204	250202	ACH PERFECT RECEIVABLES - ITEM	Transaction	0.35000
ES216	250102	ACH SAME DAY	Transaction	0.03500
ES206	250120	ACH ORIGINATED - ADDENDA REC	Addenda record	0.05000
ES344	250202	ACH RECEIVED ITEM	Transaction	0.00000
ES802	250501	ACH TRANSMISSION SPECIAL	Batch/file	0.00000
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	Account	10.00000
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM	Transaction filtered	14.00000
		INFORMATION SERVICES		
34123	40022Z	CEO ALERTS SERVICE - EMAIL	Email	0.00000
46100	40005Z	CEO BASIC BANKING - MONTHLY BASE	Company	20.00000
46102	40005Z	CEO BASIC BANKING ADDL ACCT-MO BASE	Account	5.00000

For additional service definitions, please contact your Treasury Management Sales Consultant or visit:
www.wellsfargo.com/accountanalysis

Acceptance of Services

1. Agreement to be Bound by Service Documentation

By signing this Acceptance of Services ("Agreement"), the customer identified on the signature block ("Customer" or "Company") confirms that it has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a "Service"). Customer may also be referred to as "Company" in the Service Documentation. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s ("Bank") Master Agreement for Treasury Management Services. Customer's use of any Service, including each Service Customer enrolls in, confirms Customer's receipt of and agreement to be bound by the Service Documentation relating to that Service.

2. Power and Authority of Signer

Customer has granted the person(s) signing this Agreement the authority on Customer's behalf to (i) enter into this Agreement and other agreements with Bank for Services on or after the Effective Date of this Agreement and (ii) amend, terminate or otherwise act on behalf of Customer with respect to this Agreement and the Services.

3. Security Procedures

Unless otherwise agreed, Customer agrees that "Security Procedure" is the applicable security procedure described in the Service Documentation for Customer's Initiation Method for the Service, which Bank will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method Bank offers in the product enrollment form ("Set-up Form") or other Service Documentation for delivering Customer's Transaction instructions to Bank with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which Bank receives in Customer's name with respect to a funds transfer.

The purpose of the Security Procedure is to verify the authenticity of the Transaction. Bank will not use the Security Procedure to detect an erroneous or duplicate transaction. Customer will be responsible for any erroneous or duplicate transaction Bank receives in Customer's name. Customer agrees to be bound by each Transaction, whether or not authorized by Customer, issued in Customer's name and accepted by Bank in compliance with the Security Procedure for the Service.

4. Commercially Reasonable

Customer acknowledges that it has had an opportunity to review the Security Procedures offered by Bank in the Security Procedure Reference Guide, available on our *Commercial Electronic Office* portal. Customer agrees that each Security Procedure for the Initiation Method Customer has elected in the Set-up Form or other Service Documentation for each of its Services (a) best meets Customer's requirements with regard to the size, type and frequency of its Transactions, and (b) is commercially reasonable.

If Customer has refused to use a standard Security Procedure and elects a non-standard Security Procedure, then Customer expressly agrees that the non-standard Security Procedure(s) Customer has elected better meets Customer's requirements than any standard Security Procedure with regard to the size, type and frequency of Transactions issued by Customer to Bank and is commercially reasonable.

5. Confidentiality of Security Procedure and Authentication devices/passwords

Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against any unauthorized Transaction and warrants that no individual will be allowed to initiate a Transaction without proper supervision and safeguards.

Customer Name: Broward Metropolitan Planning Organization

Printed Name of Authorized Signer Greg Stuart	Phone 954-876-0035
Signature	Date 12/09/2021