

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

This Piggybacking Agreement (“Agreement”) is made and entered into the ____ day of December, 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 BANK, 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, on or about December 9, 2021, CONTRACTOR entered into the Amendment to Master Agreement for Treasury Management Services with The Broward Metropolitan Planning Organization (“BROWARD”) to provide banking and treasury management services (“BMPO Agreement”), procured and awarded through a competitive and open procurement process with an initial term end date through September 30, 2024 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 the services CONTRACTOR is provided to BMPO; and

WHEREAS, MTECC represents that it has authority to enter into the Agreement with Bank, piggybacking on the BMPO Agreement pursuant to Florida law; 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 December 8, 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 "Whereas" clauses set forth above are acknowledged and incorporated herein as if set forth in their entirety.

2. Services Purchased: CONTRACTOR shall provide MTECC the banking and treasury management services, as specified in the BMPO Agreement (including all Exhibits and Addendum). A copy of the BMPO Agreement (including all Exhibits and Addendum) is attached to this Agreement as Exhibit A and incorporated herein.

3. Payment: Payment to the CONTRACTOR shall be made in accordance with Attachment A1 of the BMPO Agreement.

4. Terms and Conditions of BMPO Agreement Apply: Except as set forth herein, all provisions of the BMPO Agreement are incorporated in and shall apply to this Agreement as though fully set forth herein, including that all references to BROWARD shall mean MTECC. For the avoidance of doubt, the Agreement will not be affected by any subsequent amendments to or termination of the BMPO Agreement, which will be applicable solely to the relationship between BMPO and CONTRACTOR. Any subsequent amendment or modification to the Agreement must be made in accordance with the terms hereof and would be subject to any applicable restriction or limitation under applicable law.

5. Term: This Agreement shall commence upon execution by the parties and shall continue until September 30, 2024, with the parties having the option to mutually agree in writing to renew for two (2) additional one (1) year terms.

6. Conflicts: If there is a conflict between the terms and conditions of the BMPO Agreement and this Agreement, those of this Agreement will control. If there is a conflict among terms and conditions within the documents that make up the BMPO Agreement, such conflict will be resolved as set forth in the BMPO Agreement.

7. Notices: All notices shall be sent as follows:

To MTECC:

Lowell Clary,
Executive Director, MTECC
100 West Cypress Creek Road,
6th Floor, Suite 650
Fort Lauderdale, FL 33309

To CONTRACTOR:

Karen Rawls
Wells Fargo Bank, N.A.
113 East Main Street, 2nd Floor
Rock Hill, SC 29730
karen.rawls@wellsfargo.com

[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.

**SIGNATURE
PAGE TO THE
AGREEMENT
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CONTRACTOR

WITNESSES:

WELLS FARGO BANK, N.A.

By: _____

By: _____

Print Name: _____

Name: _____

Title: _____

By: _____

Address: _____

Print Name: _____

This ____ day of _____, 2022