

**FOURTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND WELLS  
FARGO BANK, N.A., FOR MASTER BANKING SERVICES  
(RFP # R1170501P1)**

This Fourth Amendment (“Fourth Amendment”) to the Agreement (hereinafter defined) is made and entered into effective as of the date last executed below, by and between Broward County, a political subdivision of the State of Florida (“County”), and Wells Fargo Bank, N.A., incorporated under U.S. federal law as a national banking association and authorized to do business in the State of Florida (“Bank”) (collectively referred to as the “Parties”).

**RECITALS**

A. The Parties entered into an agreement dated June 10, 2014, for Master Banking Services; as amended by a First Amendment dated January 27, 2015, a Second Amendment dated May 21, 2018, and a Third Amendment dated March 15, 2019 (as amended, “Agreement”).

B. The Parties desire to amend the Agreement to extend the term of the Agreement to June 30, 2020, with the option of up to six (6) additional one-month extensions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference.

2. The term of the Agreement is hereby extended through and until June 30, 2020. County shall have the option to further extend the Agreement for up to six (6) additional one-month terms, upon written notice to Bank by County’s Director of Purchasing no less than fifteen (15) days prior to the expiration of the then current term. Any references to the term of the Agreement shall be references to the term as extended pursuant to this Fourth Amendment.

3. In the event of any conflict or ambiguity between this Fourth Amendment and the Agreement, this document shall control.

4. Except as expressly modified herein, all terms and conditions contained within the Agreement shall remain in full force.

5. The Agreement, as modified by this Fourth Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as modified hereby. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. Preparation of this Fourth Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

7. Bank represents and warrants that this Fourth Amendment constitutes the legal, valid, binding, and enforceable obligation of Bank, and that neither the execution nor performance of this Fourth Amendment constitutes a breach of any agreement that Bank has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Bank. Bank further represents and warrants that execution of this Fourth Amendment is within Bank's legal powers, and each individual executing this Fourth Amendment on behalf of Bank is duly authorized by all necessary and appropriate action to do so on behalf of Bank and does so with full legal authority.

8. The Agreement, as amended, is hereby ratified and confirmed.

9. Multiple originals of this Fourth Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

10. Bank acknowledges that, through the date hereof, it has no known claims against County with respect to any of the matters covered by the Agreement, as amended, except for payment of compensation with respect to services performed and completed pursuant to this Fourth Amendment and not yet paid.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment to the Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on 4<sup>th</sup> day of June, 2019 (Agenda Item No. \_\_\_), and Wells Fargo Bank, N.A., signing by and through its Senior Vice President, duly authorized to execute same.

**COUNTY**

ATTEST:

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Mayor

\_\_\_ day of \_\_\_\_\_, 2019

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: Alicia C. Lobeiras 5/20/2019  
Alicia C. Lobeiras (Date)  
Assistant County Attorney

By: Michael J. Kerr 5/20/19  
Michael J. Kerr (Date)  
Deputy County Attorney

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(RFP # R1170501P1).

**BANK**

WITNESSES:

WELLS FARGO BANK, N.A.

[Signature]  
Signature

By: [Signature]  
Authorized Signor

Yvonne Cane, VP  
Print Name of Witness above

Stephen Lenehan, SVP  
Print Name and Title

\_\_\_\_\_  
Signature

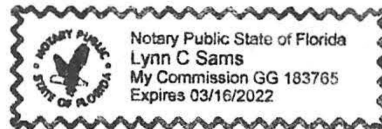
17 day of May, 2019

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

[Signature]  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)



Lynn C. Sams