

**BANKING SERVICES AGREEMENT  
(PIGGYBACK AGREEMENT - FLORIDA)**

This Banking Services Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between **Central Florida Commuter Rail Commission d/b/a SunRail** (the “Customer”) and **JPMorgan Chase Bank, N.A.** (the “Bank”) (each may individually be referred to as a “Party” and collectively as the “Parties”).

**Recitals**

WHEREAS, the Customer has determined that it requires certain banking services to facilitate its financial operations.

WHEREAS, Central Florida Regional Transportation Authority d/b/a LYNX, (the “Original Customer”) issued a Request for Proposal (23-R10 Banking and Financial Related Services) (“RFP”) for the purpose of receiving proposals to provide banking services as described in the RFP (the “Services”).

WHEREAS, the Bank responded to the RFP and the Original Customer selected the Bank as the successful proposer to the RFP.

WHEREAS, the Bank and the Original Customer entered into a contract, as amended, pursuant to the RFP under which the Bank agreed to perform the Services for the Original Customer in accordance with the terms and conditions described therein (the “Main Contract”).

WHEREAS, the Customer has the legal authority and is duly authorized to purchase services from a vendor who has been awarded a contract procured pursuant to a competitive bid by another governmental entity when seeking to utilize the same or similar services provided for in said contract.

WHEREAS, the Customer has determined that the Original Customer selected the Bank through procedures substantially similar to the Customer’s own purchasing policies.

WHEREAS, the Customer desires to “piggyback” onto the Main Contract and wishes to receive the same or similar Services under such Main Contract as applicable to the Customer, and the Bank consents to the aforesaid “piggyback.”

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Bank agrees to provide the Services to the Customer, directly or through subsidiaries or affiliates, in accordance with the terms and conditions of the Main Contract, at the prices specified or described therein or as otherwise mutually agreed. Pricing for Services utilized by the Customer but not subject to the Main Contract pricing and additional services and options that the Customer may add in the future will be as mutually agreed, and if required, subject to execution of applicable documentation.
2. Description of the Agreement. The entire and integrated “Agreement” between the Customer and the Bank is comprised of the following documents: (i) this Banking Services Agreement (the “Base Agreement”); and the following documents incorporated herein by reference: (ii) the Main Contract; and (iii) the Account Terms, applicable Service Terms and related Bank documentation and such supplements, amendments, and additional service terms as may be provided from time to time (“Account Documentation”), to the extent applicable to the provision of Services to the Customer. In the event of any inconsistencies between the terms in the documents described in the preceding sentence, the order of precedence shall be as follows: this Base Agreement, the Main Contract, and the Account Documentation. All references to the Original Customer in the Main Contract shall be

construed for the purposes of this Base Agreement as applying to the Customer except as otherwise provided in this Base Agreement.

3. Term of the Agreement. The term of the Agreement is for an initial term beginning as of the Effective date through October 1, 2027. This Agreement may be extended by mutual consent of the Parties. The Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Main Contract with respect to the original parties thereto.
4. Notices. All notices given pursuant to this Base Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by ordinary mail, courier, electronic transmission, through internet sites, or by such other means as the Customer and the Bank may agree upon, at such address as either Party may from time to time specify to the other Party.
5. Representations and Warranties.
  - a. Each Party to this Base Agreement represents and warrants that this Base Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
  - b. Each Party to this Base Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Base Agreement to so execute the same and fully bind the Party on whose behalf he or she is executing.
  - c. Customer represents and warrants that the execution and performance of the Agreement does not violate any law, rule or regulation, or any duty arising in law or equity applicable to Customer, including without limitation, FS 287.056-057.
  - d. Customer further represents and warrants that its policies allow for “piggybacking” and that such policies and any related procedures have been duly complied with prior to entering into the Agreement.
6. Public Records. The Bank shall comply with Florida’s Public Records Laws, Chapter 119, Florida Statutes, and specifically agrees to:
  - a. Keep and maintain public records required by the Customer to perform the services under this Agreement.
  - b. Upon request from Customer’s custodian of public records, provide the Customer 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that said 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 term and following completion of the Agreement, if the Bank does not transfer the records to the Customer.
  - d. Upon the completion of the Agreement, transfer, at no cost, to the Customer all public records in possession of the Bank or keep and maintain public records required by the Customer to perform the services. If the Bank transfers all public records to the Customer upon completion of the Agreement, the Bank shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bank keeps and maintains public records upon completion of the Agreement, the Bank shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer’s custodian of public records, in a format that is compatible with the information technology systems of the Customer.

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

7. Foreign Country of Concern. The Bank affirms and represents that in accordance with Chapter 287.138, Florida Statutes, it is not owned by the government of a Foreign Country of Concern (as defined in Chapter 287.138(1)(c), Florida Statutes); the government of a Foreign Country of Concern does not have a controlling interest in the Bank; and it is not organized under the laws of or have its principal place of business in a Foreign Country of Concern.
8. Miscellaneous.
- a. This Base Agreement, together with the documents incorporated by reference, constitutes the entire agreement of the Parties hereto and supersedes any prior understanding or agreement between the Parties respecting the within subject matter.
  - b. Neither Party shall be deemed to have waived any right or remedies under this Agreement unless such waiver is in writing and signed by the waiving Party. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies.
  - c. This Base Agreement may be amended only as otherwise provided by its terms, or upon mutual agreement of the Parties as made in writing duly executed by the persons designated by each Party.
  - d. In case any provision of this Base Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Base Agreement shall remain operative and binding on the Parties.
  - e. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
  - f. This Base Agreement, the Main Agreement and the rights and obligations of the parties thereunder, shall be construed and interpreted in accordance with applicable federal law and the laws of the State of Florida, without regard to its conflicts of laws principles. The Customer and the Bank consent to a court of competent jurisdiction located in the State of Florida.
  - g. This Base Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The parties agree electronic, portable document format (PDF), and digital signatures are the same as handwritten signatures for purposes of validity, enforceability and admissibility.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Base Agreement to be executed by their respective authorized officers as of the Effective Date.

**Central Florida Commuter Rail Commission d/b/a SunRail**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**JPMorgan Chase Bank, N.A.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_