

**CITY OF COOPER CITY
AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement made and entered into as of the ____day of April 2025, by and between the CITY OF COOPER CITY (the "CITY") and TRB Capital Markets, LLC d/b/a Estrada Hinojosa, a corporation which is authorized to do business in Florida, (the "MUNICIPAL ADVISOR").

RECITALS:

The CITY wants to engage the MUNICIPAL ADVISOR to perform certain professional services for the CITY, consisting of any necessary financial advisory services related to the potential authorization and issuance of indebtedness as required by the CITY as specifically described below (the "Specified Services"). The MUNICIPAL ADVISOR wants to provide such Specified Services.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. **SCOPE OF SERVICES**

A. The MUNICIPAL ADVISOR agrees to provide the Specified Services upon written request from the City Manager. MUNICIPAL ADVISOR shall provide the Specified Services as an independent contractor for the CITY.

B. The Specified Services to be provided by MUNICIPAL ADVISOR shall include, but not be limited to each of the financial advisory tasks set forth in the Specified Services list, a copy of which is attached hereto and incorporated herein as Exhibit A.

C. MUNICIPAL ADVISOR shall regularly provide status reports to the CITY, as

requested by the City Manager.

2. **FEES FOR SERVICES**

A. The MUNICIPAL ADVISOR agrees to charge the CITY for the performance of the Specified Services which are provided by MUNICIPAL ADVISOR, in accordance with the fee schedule which is set forth in Exhibit B, a copy of which is attached hereto and incorporated herein, plus reasonable and necessary costs as approved by the CITY MANAGER.

B. Fees and costs shall be invoiced in the month following performance of service and expenditure of costs by MUNICIPAL ADVISOR, pursuant to advance requests from the City Manager. Other than the services covered by this agreement, no work shall be undertaken by MUNICIPAL ADVISOR unless authorized in writing by the City Manager pursuant to a work authorization.

C. Invoices shall also reflect a record of time expended by MUNICIPAL ADVISOR in providing the Specified Services, for CITY's information.

3. **TERM**

The duration of the term of this Agreement shall commence on the ____ day of April 2025 and will remain in place for a term of one (1) year with annual renewal at the CITY's option, under the same terms as described in this agreement, by providing written authorization to the MUNICIPAL ADVISOR.

4. **ASSIGNMENT**

This Agreement involves skilled professional services and shall not be assignable by the MUNICIPAL ADVISOR.

5. **PROHIBITION AGAINST CONTINGENT FEES; OTHER MATTERS**

The MUNICIPAL ADVISOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPAL ADVISOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the MUNICIPAL ADVISOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

6. **TERMINATION**

This Agreement may be terminated by the CITY upon thirty (30) days written notice with or without cause and by the MUNICIPAL ADVISOR upon thirty (30) days written notice with or without cause. If this Agreement is terminated, the MUNICIPAL ADVISOR shall be paid in accordance with the provisions of Paragraph 2 above, for all acceptable work performed up to the date of termination.

7. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the MUNICIPAL ADVISOR pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the CITY from engaging other firms to perform the same or similar services for the benefit of the CITY within the CITY's sole and absolute discretion.

8. **RECORDS**

All original reports, documents, analysis and materials (the "Materials") that result from the MUNICIPAL ADVISOR providing Specified Services shall be the property of the CITY. Upon termination of this Agreement or upon request of the CITY during the term of

this Agreement, any and all such Materials shall be delivered to the CITY by the MUNICIPAL ADVISOR. MUNICIPAL ADVISOR understands that its work product may be considered a public record and subject to Florida Statutes Chapter 119.

9. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The City Manager shall act for City hereunder, subject to review and approval of such written consent by the City Attorney as to form and legal sufficiency.

10. **WARRANTIES OF MUNICIPAL ADVISOR**

The MUNICIPAL ADVISOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services and will timely file all required reports.

11. **INSURANCE**

A. The MUNICIPAL ADVISOR shall at all times carry comprehensive general liability and contractual liability insurance, workers' compensation insurance (if applicable), and automotive liability insurance, with minimum policy limits for each coverage in the amount of at least One Million (\$1,000,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage (if applicable) shall be as provided by Chapter 440, Fla. Stat. The CITY shall be named as an additional insured on all of the above insurance policies, to the extent permitted by law. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the CITY 30 days

prior to the effective date of cancellation or reduction of coverage.

B. MUNICIPAL ADVISOR shall indemnify and hold harmless the CITY, its officers, agents, elected officials and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the MUNICIPAL ADVISOR and persons employed or utilized by the MUNICIPAL ADVISOR in the performance of the Agreement, except that neither the MUNICIPAL ADVISOR nor persons employed or utilized by the MUNICIPAL ADVISOR will be liable under this paragraph for liabilities, damages, losses, or costs resulting from negligent acts, errors, or omissions by the CITY or any of City's officers, agents, or employees during the performance of this Agreement.

12. **NOTICES**

All notices and communications to the CITY or MUNICIPAL ADVISOR shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

City: Alex Rey
City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328

With a copy to: City Attorneys

Municipal Advisor: TRB Capital Markets, LLC d/b/a Estrada Hinojosa
55 Merrick Way, Suite 216
Coral Gables, FL 33134
Attention: Lourdes Reyes Abadin

MA Headquarters: TRB Capital Markets, LLC d/b/a Estrada Hinojosa
600 N. Pearl Street, Suite 2100
South Tower
Dallas, TX 75201
Attention: Noe Hinojosa

13. **GOVERNING LAW**

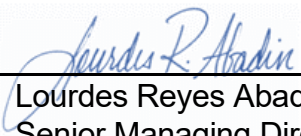
This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for litigation hereunder shall be in Broward County, Florida. In any action filed, the prevailing party shall be entitled to attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

MUNICIPAL ADVISOR:

TRB CAPITAL MARKETS, LLC
D/B/A ESTRADA HINOJOSA

By: _____


Lourdes Reyes Abadin
Senior Managing Director

CITY:

CITY OF COOPER CITY
9090 SW 50th Place
Cooper City, FL 33328

By: _____

Alex Rey
City Manager

Attest: _____

Corporate Secretary

Attest: _____

City Clerk

Approved as to Form and Legal Sufficiency:

City Attorney

EXHIBIT A

SCOPE OF SERVICES

A. Evaluation and Planning Services - The Municipal Advisor will assist the City in navigating the Rating Agency process. This includes:

- Utilizing credit rating analytical sensitivity tools to assess various financial scenarios.
- Conducting a comprehensive review of the City's financial conditions to ensure a complete understanding of its fiscal position.
- Performing scenario analyses to identify and evaluate potential outcomes.
- Preparing rating agency presentations that effectively communicate the City's strengths and financial strategies.
- Comparing historical financial results against baseline trends to highlight improvements and areas of stability.
- The Municipal Advisor will work closely with City staff to ensure all planning and evaluation efforts align with the City's goals and timelines.

B. Transaction Execution Services: The Municipal Advisor will provide hands-on support during the transaction execution phase by:

- Attending any and all meetings where rating agency questions and answers are discussed, as requested by the City.
- Offering guidance to address rating agency inquiries effectively and ensure clarity in all communications.
- Assisting in securing approval and support for the proposed financial strategies as they relate to the rating process.
- Coordinating with key stakeholders to facilitate a smooth and timely execution of tasks necessary to obtain the desired credit rating.
- The Municipal Advisor will remain actively engaged throughout the process to help the City achieve its goals efficiently and successfully.

EXHIBIT B

FEE SCHEDULE

In consideration for the services rendered by TRB Capital Markets, LLC d/b/a Estrada Hinojosa, our fee for Municipal Advisor services will be as follows:

The fees listed below are structured as flat rates for the services detailed in Exhibit A to assist the City in obtaining credit rating(s): \$10,000.00 for obtaining the first credit rating and \$7,500.00 for each additional credit rating.

APPENDIX A

DISCLOSURE STATEMENT REQUIRED

BY

MUNICIPAL SECURITIES RULEMAKING BOARD

This Disclosure Statement is provided by TRB Capital Markets, LLC d/b/a Estrada Hinojosa (“Municipal Advisor”) to the City of Cooper City (“Client”) in connection with the Municipal Advisor Engagement contract to which this disclosure document pertains (the “Agreement”) and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest pursuant to MSRB Rule G-42(b) and the events required to be disclosed to Client pursuant to MSRB Rule G-42 (c)(ii).

Part A (Disclosures of Conflicts of Interest)

MSRB Rule G-42 requires that Municipal Advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, Municipal Advisor makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all Municipal Advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to Municipal Advisor’s financial or other interests.

In addition, because Municipal Advisor is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service, and strict adherence to its fiduciary duty. Furthermore, Municipal Advisor’s supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

1. **Compensation-Based Conflicts.** If fees due under this Agreement are

partially based on the size of a bond Issue and contingent upon the delivery of the bonds, this form of compensation has the potential to create a conflict of interest. While customary in the municipal securities market, the potential conflict of interest arises from the incentive for a Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

2. **Other Municipal Advisor or Underwriting Relationships.** Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as Municipal Advisor to other Municipal Advisory clients and, in such cases, owes a duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering.

In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases (such as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities), the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or Municipal Advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its duties to Client.

3. **Broker-Dealer Business.** Municipal Advisor is a broker-dealer that provides underwriting services to its clients, in addition to serving as a Municipal Advisor. Such underwriting activities may be undertaken on behalf of, or as counterparty to, current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing for the other clients. Any potential conflict arising from Municipal Advisor effecting or otherwise assisting such other clients in connection with underwriting transactions is mitigated by means of such activities being engaged in on customary terms under an active and long-standing regulatory structure, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

At this time, there are no *actual* material conflicts of interest known to Municipal Advisor in connection with the current Agreement. Municipal Advisor has listed the *potential* conflicts of interest to comply with MSRB Rule G-42.

Part B (Disclosures of Information Regarding Legal Events and Disciplinary History)

MSRB Rule G-42 requires that Municipal Advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the Municipal Advisor or the integrity of the Municipal Advisor's management or advisory personnel. The following legal or disciplinary events may be material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel:

1. In March 2012, the Municipal Advisor paid a \$10,000 fine to settle a FINRA enforcement matter arising from the late filing of Final Official Statements.
2. In July 2015, the Municipal Advisor paid a \$17,500 fine to settle a FINRA enforcement matter arising from the late and/or inaccurate reporting of municipal bond trades.
3. In September 2015, the Municipal Advisor settled an enforcement action brought by the United States Securities and Exchange Commission as a result of their Municipal Continuing Disclosure Initiative (MCDC). As part of the settlement, the Municipal Advisor paid a \$40,000 fine.

A full report of the Municipal Advisor's disciplinary history, including the events summarized above, can be found on the Municipal Advisor's Form MA and Form MA-I filings. These filings are available online in the EDGAR database maintained by the United States Securities and Exchange Commission at this location: <https://www.sec.gov/cgi-bin/browse-edgar?company=estrada+hinojosa&owner=exclude&action=getcompany>

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4 as applicable. The disclosures filed on Form MA and Form MA-I were all filed on Form BD or U4 for the applicable event. Detailed information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by FINRA's BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck reports, Municipal Advisor's CRD number is 19299.

The disclosure items listed above were all related to the Underwriting business segment of TRB Capital Markets, LLC d/b/a Estrada Hinojosa; not from any activity relating to our Municipal Advisory business segment. The events themselves were technical in nature

and did not involve any investor harm or market disruption. **The Municipal Advisor last materially updated Form MA on September 1, 2016.**

Part C Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Sincerely,

A handwritten signature in cursive script that reads "Estrada Hinojosa".

TRB Capital Markets, LLC d/b/a Estrada Hinojosa

**NOTIFICATION REQUIRED BY MUNICIPAL SECURITIES RULE MAKING BOARD
RULE G-10**

INVESTOR EDUCATION AND PROTECTION

The rule referred to requires us to provide you with information related to municipal advisory services provided by TRB Capital Markets, LLC d/b/a Estrada Hinojosa ("EH").

Please note that EH is registered with the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). As such, EH is subject to the regulations and rules established by the SEC and MSRB which apply to municipal advisory activities.

The website for the SEC is www.sec.gov and the website for the MSRB is www.msrb.org. In addition to having educational materials about the municipal securities market, the MSRB website has an investor brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint against EH or an EH representative with the FINRA Investor Complaint Center.