

Delegation of Authority

The following named individual(s) is/are delegated the authority to direct and/or confirm directions to Regions Institutional Trust in its official capacity related to the listed account(s):

City of Doral Pension Custody Account

Until further notice, such approval can take the form of:

- a) verbally communicated instructions, when properly authenticated;
- b) the named individual's signature on physical correspondence and facsimile (fax) transmissions from the listed phone number(s);
- c) an electronic authorization made via the electronic mail (email) if received from the listed email address(es). I understand that Regions Bank cannot verify the identity of the author of email from the email address(es) listed above, and it may be possible for unauthorized person to send email appearing to come from these email address(es). Regions Bank will be held harmless for acting upon any instructions received by or confirmed from the listed email address(es).

Regardless of the above form, certain instructions may require secondary confirmation, in accordance with governing law and/or Regions' current risk management practices.

Name	Matilde G. Menendez		
Title	Chief Financial Officer		
Phone	305-593-6725 ext. 4000	Fax	
Email	matilde.menendez@cityofdoral.com		
Signature	_____		
Restrictions	none	<input checked="" type="checkbox"/>	see below <input type="checkbox"/>

Name	Solangel Perez		
Title	Assistant Finance Director		
Phone	305-593-6725 ext. 4009	Fax	
Email	solangel.perez@cityofdoral.com		
Signature	_____		
Restrictions	none	<input type="checkbox"/>	see below <input checked="" type="checkbox"/>

Name	_____		
Title	_____		
Phone	_____	Fax	_____
Email	_____		
Signature	_____		
Restrictions	none	<input type="checkbox"/>	see below <input type="checkbox"/>

Name	_____		
Title	_____		
Phone	_____	Fax	_____
Email	_____		
Signature	_____		
Restrictions	none	<input type="checkbox"/>	see below <input type="checkbox"/>


Restrictions: describe any limitations in authority – by individual – below: (e.g. Name 1: no investment authority;

Name 2: may only direct benefit payments; etc.) Name 2: No investment authority

This delegation will remain in effect unless/until the authority it conveys is revoked/modified in writing.

Authorizing Fiduciary:

Date: 9/29/21



Interim City Manager

Title



Statement & On-line Access Authorization

Account: City of Doral Pension Custody Account

It is requested that the person(s) named below be set up to receive periodic statements and/or on-line access for the account(s) referenced above. This authorization shall continue in effect until you are notified in writing. The names and addresses are as follows:

Name: Matilde G. Menendez, Company: City of Doral, Address: 8401 NW 53rd Terrace, City, State, Zip: Doral, Florida 33166, Phone: (305) 593-6725, Fax: , E-mail Address: matilde.menendez@cityofdoral.com, On-line Access: Yes [checked] No [] User ID: SAME AS EMAIL, Statements: Online [checked] Mail [], Monthly [checked] Quarterly [checked] Year End [], Semi-Annual [checked] Annual [checked]

Name: , Company: City of Doral, Address: 8401 NW 53rd Terrace, City, State, Zip: Doral, Florida 33166, Phone: (305) 593-6725, Fax: , E-mail Address: solangel.perez@cityofdoral.com, On-line Access: Yes [checked] No [] User ID: SAME AS EMAIL, Statements: Online [checked] Mail [], Monthly [checked] Quarterly [checked] Year End [], Semi-Annual [checked] Annual [checked]

Name: Michelle C. Guillen, Company: City of Doral, Address: 8401 NW 53rd Terrace, City, State, Zip: Doral, Florida 33166, Phone: (305) 593-6725, Fax: , E-mail Address: Michelle.Guillen@cityofdoral.com, On-line Access: Yes [checked] No [] User ID: SAME AS EMAIL, Statements: Online [checked] Mail [], Monthly [checked] Quarterly [checked] Year End [], Semi-Annual [checked] Annual [checked]

Name: , Company: , Address: , City, State, Zip: , Phone: , Fax: , E-mail Address: , On-line Access: Yes [] No [] User ID: SAME AS EMAIL, Statements: Online [] Mail [], Monthly [] Quarterly [] Year End [], Semi-Annual [] Annual []

Name: , Company: , Address: , City, State, Zip: , Phone: , Fax: , E-mail Address: , On-line Access: Yes [] No [] User ID: SAME AS EMAIL, Statements: Online [] Mail [], Monthly [] Quarterly [] Year End [], Semi-Annual [] Annual []

Name: , Company: , Address: , City, State, Zip: , Phone: , Fax: , E-mail Address: , On-line Access: Yes [] No [] User ID: SAME AS EMAIL, Statements: Online [] Mail [], Monthly [] Quarterly [] Year End [], Semi-Annual [] Annual []

Signature: [Handwritten Signature]

Date: 9/29/21

Account Name: City of Doral Pension Custody Account

Account Number: _____

The following tax lot selection methods are available for securities that are sold from the account:

HIFO (highest in, first out) minimizes capital gains by selecting lots for removal based on the highest cost without regard to acquisition date.

LOFO (lowest in, first out) maximizes capital gains by selecting lots for removal based on the lowest cost without regard to acquisition date.

FIFO (first in, first out) selects lots by the acquisition date without regard to tax costs. Lots with the earliest acquisition dates in the account are the first to be removed.

LIFO (last in, first out) selects lots by the acquisition date without regard to tax costs. Lots with the latest (most recent) dates in the account are the first to be removed.

LTHC (long term high cost) selects lots in the following order:

1. Lots held more than 12 months (Long Term) selected in highest federal tax cost in, first out order.
2. Lots held 12 months or less (Short Term) selected in highest federal tax cost in, first out order.

MLMG (maximize loss, minimize gain) selects lots in an order to maximize loss based on whether the gain or loss is short or long term.

With the exception of Exempt Organizations and Private Foundations which default to the Highest In, First Out method (HIFO), Agent defaults to Long Term High Cost (LTHC) unless another method is selected by Principal. Principal hereby selects the following tax lot method for the account:

- | | |
|-------------------------------|-------------------------------|
| <input type="checkbox"/> HIFO | <input type="checkbox"/> LIFO |
| <input type="checkbox"/> LOFO | <input type="checkbox"/> LTHC |
| <input type="checkbox"/> FIFO | <input type="checkbox"/> MLMG |

Denise Ong - J
Principal's Signature

9/29/21
Date

**CUSTODIAN AGREEMENT BETWEEN
THE CITY OF DORAL
AND
REGIONS BANK**

THIS AGREEMENT (the "Agreement") is made and entered into on this 29 day of September, 2021, by and between City of Doral, hereinafter referred to as the Owner, and REGIONS BANK, hereinafter referred to as the Agent.

The Owner does hereby employ and appoint the Agent as agent of the Owner for the purposes and upon the terms hereinafter set forth:

ONE: The Owner has delivered, or will upon the execution hereof, deliver to the Agent the property described in Schedule A hereto attached, to be held in the custody of the Agent and managed by the Agent as herein provided.

TWO: The Agent shall make or settle such sales and purchases and take such other actions with respect to property, securities, and cash held hereunder (collectively, the "Assets") as the Owner or the Owner's designated investment manager shall from time to time authorize in writing. Notwithstanding the foregoing, the Agent may, in its discretion, temporarily invest principal cash balances without prior approval of the Owner.

THREE: The Agent shall keep accounts of income and principal and shall collect all interest, dividends and other income and shall remit the net income to the Owner quarterly or as the Owner may otherwise direct. The Agent shall collect all payments and proceeds of principal of any of the securities having a maturity date and make such disposition thereof as the Owner may authorize in writing.

FOUR: Certificates for shares of stock and other registered securities held hereunder may be registered in the name of the Agent's nominee, with its address in care of the Agent. As to securities registered in the name of the Owner, the registered address of the Owner shall be the business office of the Agent, and the Agent is authorized to receive and open all communications so addressed to the Owner, to endorse and collect in the name and on behalf of the Owner, all checks and other remittances payable to the Owner so received by it, and to give receipts and acquittances therefore.

FIVE: With regard to securities held in the Agent's nominee's name, however, Securities and Exchange Commission Rule #14b-1(c) requires the Agent to supply any requesting company the Owner's name, address and security position of securities in that company unless the Owner directs the Agent otherwise. The information requested may only be used for "corporate communication" purposes. The Owner may choose to authorize or not authorize the Agent to disclose this information for the Owner's account. The Owner directs as follows:

() **NO** do not release this information. (X) **YES** release this information. [NO]
(Owner's Initials)

SIX: Securities and Exchange Commission regulations provide that the Owner is entitled to receive information concerning securities transactions for the account in the form of a broker confirmation or its equivalent, even though the Agent makes purchases and sales only upon written direction. This information will be furnished to the Owner in the form of the regular statement of account on at least a quarterly basis, and the Owner agrees that this information is sufficient and that further information is not required.

SEVEN: The Owner directs the Agent to () accept () not accept oral instructions issued by the Owner. If it is desired that such instructions be followed, the Owner expressly authorizes the Agent to act upon voice messages received by the Agent purporting to be sent by the Owner or by any person reasonably believed by the Agent to be a duly authorized agent of the Owner. Further, the Owner assumes all risk which may result from any action taken by the Agent in good faith on such oral instructions.

EIGHT: It is understood and agreed that the Agent shall be under no duty to take any action other than herein specified with respect to any securities or other property at any time deposited hereunder unless specifically agreed to by the Agent in writing. It is further understood that the Agent shall be under no duty to appear in or to defend any suit with respect thereto.

NINE: The Agent shall furnish the Owner, within a reasonable time after December 31 of each year, or at other times if the fiscal year of this Agreement is other than a calendar year, a full annual accounting. Such accounting shall be comprised of figures as shown on the Agent's records covering the deposited securities and receipts and disbursements of income and principal, and shall be furnished for the assistance of the Owner in the preparation of the Owner's income tax return.

TEN: The Owner agrees to be responsible for all expenses, taxes, or other charges or liabilities incurred by the Agent in connection with this account, and the Agent is hereby authorized to charge this account accordingly.

ELEVEN: Unless such authority is vested in a designated investment manager by the Owner, the Agent may, without the necessity of consulting the Owner, exercise routine conversion privileges; buy or sell fractional shares; and sell rights or execute proxies pertaining to shares of stock held hereunder, including shares held of Regions Financial Corporation, its affiliates or subsidiaries.

TWELVE: The Agent shall be entitled to compensation for the performance of services covered by this agreement per the attached Schedule B "Fee Structure". In addition to the foregoing fees, the Agent and/or its affiliates shall have the right, but not the obligation, to be paid compensation from time to time with respect to any investments in third party mutual funds for shareholder services, for administrative services, and for any other payments authorized by law, including, without limitation, any fees permitted under the State of Florida Statute Chapter 736. The Agent may collect such fees out of the Assets.

THIRTEEN: Any property held hereunder may be withdrawn by the Owner at any time upon delivery to the Agent of written direction of the Owner to that effect. The Owner may also deliver to the Agent at any time additional property to be held under the terms hereunder, provided such property is acceptable to the Agent.

FOURTEEN: Any instructions, directions, or notices to be given by the Owner under this Agreement shall be in writing and executed by the Owner (except as otherwise provided in paragraph SEVEN, above). The Bank may rely conclusively upon and shall be protected in relying upon, any written instrument meeting the terms of this agreement, which the Bank believes in good faith to be genuine or to be given or signed by the proper person.

FIFTEEN: The Owner and not the Agent shall be responsible for money or securities paid or delivered to any broker or other person upon directions from the Owner.

SIXTEEN: This agreement may be terminated by either party upon giving thirty days notice in writing delivered to the other. However, no termination shall relieve the

Owner of accrued obligations.


SEVENTEEN: As directed by the Owner or the Owner's designated investment manager, the Agent shall have the power to:

- a. Approve, adopt, or join in any plan or agreement of reorganization, consolidation, merger, sale of assets, or any other action of any corporation, the securities of which shall constitute a part of the Assets.
- b. Exercise all conversion privileges, options, and rights to subscribe for additional stock or other securities, or both.
- c. Exercise all rights, powers, options, privileges, and other powers incidental to ownership of the securities as may be exercised by any person owning such securities in his own right.

EIGHTEEN: The Agent shall not be held liable in any respect except for gross negligence or willful breach of duties and in no event for losses due to investment selection.

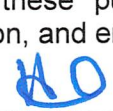
NINETEEN: The Agent shall be entitled to indemnification from the Assets for any reasonable expense incurred in association with any legal proceeding, including any mediation [and/or arbitration] required by paragraph TWENTY, below, prosecuted or defended by the Agent in good faith, whether such proceeding is successful or not. Such expenses shall include, without limitation, any attorney fees incurred.

TWENTY: Mediation. The Owner and the Agent (collectively, the "Parties") agree that prior to bringing any lawsuit or proceedings in any court against each other and relating to or arising under this Custodian Agreement, such claims, disputes, disagreements, or controversies shall first be submitted to non-binding mediation. Such mediation shall be held before a single mediator who is an active attorney or retired judge, and who is mutually acceptable to the parties. Each party shall be liable for its own expenses. If the mediator cannot resolve the claim, dispute, disagreement, or controversy within a reasonable time, the Parties may institute proceedings in a court of competent jurisdiction to be tried before a judge, without a jury. This agreement to mediate is binding upon the Agent's assigns and successors, and the Owner's assigns, executors, administrators, beneficiaries and heirs, whether or not ascertainable at the time of the execution of the Agreement or at the time proceedings are instituted.

✓ []
(Owner's Initials)

I agree, prior to bringing any lawsuit or proceeding in any court, to submit any and all claims to non-binding mediation in accordance with the above.

Arbitration. The Owner and the Agent agree that all claims, disputes, disagreements, or controversies between them and relating to or arising under this Agreement, including, without limitation, contract and tort disputes and claims for breach of fiduciary duties, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this agreement to arbitrate shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppels, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

↓ []

I agree, prior to bringing any lawsuit or proceeding in any

(Owner's Initials) court, to submit any and all claims to arbitration in accordance with the above. I understand that in so agreeing I am irrevocably waiving any right I may have to trial.

NOTWITHSTANDING THE ABOVE PROVISIONS RELATING TO MEDIATION AND ARBITRATION, THE OWNER AND THE AGENT IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION RELATING TO OR ARISING UNDER THIS AGREEMENT.

TWENTY ONE: This Agreement has been executed in, and shall be construed under the laws of the State of Florida, without regard to its conflicts of laws provisions. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed modified only to the extent necessary to render that provision valid or excluded from this Agreement, as the situation may require, and this Agreement shall be enforced and construed as if such provision had been included as so modified.

TWENTY TWO: (a) This Agreement shall not be construed to confer any rights or remedies upon any person or entity, except the Owner, the Agent, and the Agent's officers, directors, shareholders, employees, agents, successors, and assigns. (b) No delay or omission by the Owner or the Agent in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by the party to be bound. (c) Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision hereof shall take place, at the option of the Agent (whether or not such proceeding is initiated by the Agent), in the State of Florida, in Miami-Dade County. The Owner hereby consents to the personal jurisdiction of the state and federal courts in Miami-Dade County, Florida, in any dispute arising from or relating to this Agreement. (d) The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement. (e) All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural and the use of the plural shall include the singular where the context so requires. (f) This Agreement shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party. This Agreement contains the entire agreement of the Owner and the Agent in respect of the subject matter hereof, and neither the Agent nor the Owner is bound by any previous representations or agreements of any kind regarding the subject matter hereof except as herein contained or referenced.

TWENTY THREE: It is hereby agreed that the Owner or their designee shall have the option of auditing all accounts of the Agent which relate to this Agreement.

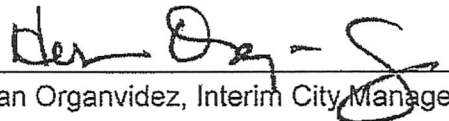
IN WITNESS WHEREOF, this Custodian Agreement is executed as of the date first written above.

Attest:

CITY OF DORAL




Connie Diaz, City Clerk

By 

Hernan Organvidez, Interim City Manager

Date: 9-15-21


Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

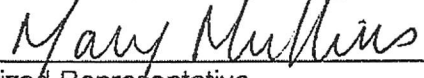


Tax Identification Number



Owner - City of Doral

REGIONS BANK, as Custodial Agent

By: 

Authorized Representative

(Custodian Agreement)

SCHEDULE "A"

Owner has deposited the following assets with Agent to be administered in accordance with the Agreement between Owner and Agent dated the 29 day of September 2021.

Don M. O'Connell - J
Owner – City of Doral

REGIONS BANK, as AGENT


BY: Mary Mullins
Authorized Representative

**SCHEDULE "B"
FEE STRUCTURE**

For services provided by the Agent under the terms and conditions of this custody document dated the 29th day of September, 2021, the Agent will be entitled to compensation at a rate of:

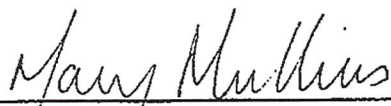
\$5,000 annual flat fee / guaranteed for 3 years

Charged to assets monthly



Owner - City of Doral

REGIONS BANK, as AGENT

BY: 

Authorized Representative