

**CONTRACT FOR BANKING SERVICES  
BETWEEN  
TRUIST BANK  
AND  
BREVARD COUNTY, FLORIDA**

THIS CONTRACT is entered into the date of last signature below, by and between the following Parties: **Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and **TRUIST BANK**, a business having its primary business location at 333 S. Garland Avenue, Orlando, FL 32801 (hereinafter the "CONTRACTOR").

WHEREAS, the County issued Request for Proposals (RFP) #1-23-01 seeking a qualified contractor to provide Banking Services; and

WHEREAS, CONTRACTOR submitted a response to the solicitation for such services;

WHEREAS, CONTRACTOR's response has been reviewed by the COUNTY and is determined to be a responsive and responsible response and was deemed to be the most qualified submission.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the Parties as follows:

- 1.0    RECITALS:** The above recitals are true and correct and are incorporated by this reference.
- 2.0    TERM:** Effective date of contract will be April 01, 2023 through March 31, 2028 or five (5) years from award, whichever occurs first, with the option to extend the Contract for an additional five (5) year term upon mutual agreement of both parties
- 3.0    SCOPE OF SERVICES:** The CONTRACTOR states that it fully understands the scope, nature, quantity and quality of services to be provided under this Contract. The CONTRACTOR agrees to provide banking services as follows:
1. Establish demand deposit accounts as may be necessary to meet the banking requirements of the County. In addition, provide zero balance accounts (ZBA). The concentration accounts will fund disbursements from these accounts automatically on a daily basis.
  2. Disburse funds via repetitive wire transfer upon on-line request of an authorized person.
  3. Accept and send Automated Clearing House (ACH) transactions and provide on-line notification of ACH deposits on same day.
  4. Process direct deposits of vendor payments and verification of deposit.
  5. Provide automated on-line balance reporting services for all the County accounts.

Available information should include: closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits, ZBA transfers) and ACH credit and debit detail.

6. Provide the ability to place on-line stop payments and on-line access to information on cleared and stopped payment checks. All stop payment orders will be made electronically. On rare occasions, it may be necessary to initiate a stop payment by telephone. When the County places stop payment orders, the bank will immediately inform the County electronically if the check has been cashed and provide an image of the cashed item to the County. If not cashed, the bank will provide an electronic confirmation of the stop payment. Stop payments shall be effective for a period of not less than eighteen (18) months. Cancellation of a stop payment order will be processed in the same way as the stop payment order. All checks paid by the bank after the above procedure has been adhered to will be the responsibility of the bank.
7. After minimum concentration account balance requirements are met, if applicable, sweep any excess cash balances into an approved overnight investment vehicle. Proposer must submit proposals offering services based on an actual cost basis or using a compensation balance, or both.
8. The County currently uses partial check reconciliation but may be interested in evaluating the benefits of using full reconciliation services in the future.
9. Provide monthly activity statements and reports for all accounts. These statements will include a monthly account analysis. The statement cutoff should be the last day of the month. Statements must be sent by no later than the 10<sup>th</sup> of the following month.
10. Provide custodial/safekeeping services for securities held for the benefit of the County.
11. Provide the County with capability to receive check images on CD-rom, USB thumb drive or other mechanism as approved by the County.
12. Provide information for Controlled Disbursement services.
13. It is not the intention of the County to overdraw any accounts. In the event of an overdraft, all checks presented for payment shall be paid. The Financial Accounting Supervisor or designee shall confirm wires or ACH transfers that will result in an overdraft. The bank shall complete the wire/ACH transfer after confirmation. No Service Fee shall be charged to the County for overdrafts.

Overdrafts will be recovered in the following manner:

The amount of the overdraft is to be deducted from the respective account balance before calculating the overnight interest earnings. Reductions to the investable cash balances must be shown on the monthly investment activity statement.

14. Provide lockbox services for the collection of ambulance services that the County provides. Currently, Change Healthcare serves as the collection and processor for the invoices.
15. In order to facilitate maximization of investment earnings, the County would like to

utilize an overnight "sweep" arrangement, wherein an overnight sweep investment is entered into each business day. At the end of each business day, all uninvested balances (collected funds, float, etc.) in various specified accounts (less the amount required for the bank to maintain its reserve requirement) are swept into an overnight investment. The proposer has the option to offer other alternatives to overnight repurchase agreements. The proposer must provide full documentation of the alternative with the proposal.

16. Provide Vault Services.
17. Provide electronic deposit reporting of bank details.
18. Assist with transaction research.
19. Disaster recovery and control.
20. Custodial/Safekeeping Services –
  - a. Trust services are limited to only handling the settlement of trades and will not involve any investment management functions of County funds. The securities which qualify for delivery through the Federal Reserve Bank in book entry form credit to the bank's Federal Reserve Account and for further credit to the County (ie; United States Treasury bills, notes and bonds; United States Government Agencies; and Federal Instrumentalities). The Federal Reserve receipt must identify the "CUSIP" number, the County as owner of the security, and securities which require physical delivery to the bank and which are held for credit to the County (ie: banker's acceptances and commercial paper notes). The safekeeping receipt must identify the County as owner of the security.
  - b. Maintain one or more custody accounts directly or through a third party for the cash and securities owned by the County.
  - c. All securities and cash held by the custodian shall be segregated from the assets of others and shall be and remain the sole property of the County. The custodian shall have only the bare custody thereof. The securities held by the custodian shall, unless payable to the bearer, be registered in the name of the County, or in the bank's nominee name. Securities delivered to the custodian, except bearer securities and Certificates of Deposit as described above, shall be in due form for transfer or already registered as provided above.
  - d. Collect all coupons and other periodic income on securities held and process for instructions received by authorized persons.
  - e. Monitor and record the collection of funds in accounts maintained by the custodian for the County.
  - f. Create, maintain and retain all records relating to securities held in custody in the County's accounts to meet the requirements and obligations under generally accepted accounting principles.
  - g. Provide monthly activity statements and reports for all accounts. The statement cut off should be the last day of the month. Statements must be sent by no later than the 10<sup>th</sup> of the following month.
21. The bank must have the capability to provide reconciliation services with positive-pay protection services. Images of all paid items should be provided to the County on CD-rom.

22. The County is desirous of using a combination of balances and fees for all service charges associated with the monthly activity for each account. The accounts will be "swept" into an overnight investment vehicle to a target balance of zero (less the amount required for the bank to maintain its reserve requirement). In addition, the account analysis statement should show average balances and average net collected balances, along with itemizes monthly activity of each account and services activity cost associated with each. **Each proposer is required to provide an analysis comparing service fees paid by compensating balances versus direct fees for each of the proposing services. The County reserves the right on an annual basis to change between compensating balances and direct fees.**

**4.0 ANNUAL REVIEW:** The CONTRACTOR agrees to conduct a meeting each year, no later than sixty (60) days after September 30 (the close of the Board's fiscal year) with the Board's staff to review the previous year's bank services and support to the Board.

**5.0 COMPENSATION:** The CONTRACTOR agrees to provide the specified services at the fees and costs provided in the Proposal on Pages 1-24 (see Attachment A) to COUNTY. CONTRACTOR will be compensated based on a base rate, and CONTRACTOR will additionally charge COUNTY set fees and costs as set forth in its "prices and services chart." Said Banking Service Proposal, along with the final prices and services chart, is attached hereto as Exhibit A, and incorporated herein by this reference, as if fully set forth herein.

Billing settlement will be monthly once the Board receives an account analysis statement. Payment will be made to CONTRACTOR by County Finance according to the Brevard County Administrative Order AO-33 (copy available upon request) and the Florida's Local Government Prompt Payment Act at Part VII Chapter 218 Florida Statutes. Contract prices shall remain firm for the first five years of the Contract, unless the County approves a price adjustment. The awarded Contractor may have an opportunity to request an annual price adjustment on each anniversary date of the contract. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the annual anniversary of the contract start date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Purchasing Manager. Any approved request for price adjustment will not take effect until the anniversary of the contract start date and any such granted price adjustment will be in effect for the twelve (12) month period following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI-W). Any price adjustment shall be approved by the Purchasing Manager or designee prior to the new price becoming effective.

**6.0 ADDITIONAL SERVICES:** CONTRACTOR agrees to make its best effort to provide any additional banking services not covered by this Contract which may be requested by the Board, at such cost and under such terms as may be agreed upon, in writing by the Parties, and such additional services shall then be subject to all the terms and conditions of this Contract as fully as if set forth herein.

**7.0 TERMINATION:** Either Party may terminate this Contract by giving one hundred twenty (120) days advance written notice to the other Party at the address listed in the notice section. Any work completed or services provided prior to the date of termination shall, at the option of the COUNTY, become the property of the COUNTY. The COUNTY is

responsible for payment of services and work satisfactorily provided prior to the effective date of termination.

**8.0 NOTICES:**

All notices required or permitted under this Contract and any written consents or approvals required shall be in writing and are in effect upon receipt. Notices shall be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

The Parties' designated representatives and their respective addresses for purposes of this Contract are as follows:

TRUIST Bank  
Attn: Brian Orth, Senior Vice President  
333 S. Garland Avenue, Orlando, FL 32801  
(407) 237-6764

Brevard County Central Services Department  
Attn: Mary Bowers, Purchasing Manager  
2725 Judge Fran Jamieson Way C303  
Viera, Florida 32940

**9.0 INSURANCE REQUIREMENTS**

The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

- a. Commercial General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury, and \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations. Policy must include coverage for contractual liability and independent contractors.
- b. Automobile Liability Insurance: Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily injury and Property Damage per accident.
- c. Worker's Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
- d. Professional Liability : Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate. CONTRACTOR must keep the professional liability insurance in force throughout this agreement.
- e. Cyber Liability: Coverage must be afforded in an amount not less than \$5,000,000 per claim for negligent retention of data as well as notification and related costs for actual Information Security Incidents.

f. Insurance Certificate: The CONTRACTOR shall provide the COUNTY with Certificates of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said liability policies shall provide that the County be an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

#### **10.0 HOLD HARMLESS AND INDEMNIFICATION**

The CONTRACTOR shall assume full responsibility for and shall indemnify the COUNTY for any and all loss or damage of whatsoever kind and nature to all County property which is in its custody or under its control for service under this Contract resulting in part from the negligent act or omission of the CONTRACTOR, and its subcontractors, or employee, agent, or representative of the CONTRACTOR. The Parties agree that specific consideration has been exchanged for this indemnification and hold harmless provision.

The COUNTY shall be held harmless by the CONTRACTOR against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damages to property of any kind (loss of use of any property or assets resulting therefrom), schedule delay claims of any kind, including, but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which the COUNTY is contracting hereunder, to the extent caused by the negligent, reckless, intentional, or willful wrongful acts or omissions of the CONTRACTOR, or any of its agents, employees, or subcontractors.

The CONTRACTOR agrees to fully indemnify the COUNTY and pay the costs of the COUNTY, including, but not limited to, reasonable fees for attorneys selected by the COUNTY, for all claims described in the hold harmless clause above. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY's exclusive remedy. This indemnification shall survive the termination of this Contract. The COUNTY's indemnity and liability obligations shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes, as may be amended. Nothing in this Contract is intended to inure to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing contained in this section is intended to nor shall it constitute a waiver of sovereign immunity by the COUNTY.

#### **11.0 RIGHT TO AUDIT RECORDS/PUBLIC RECORDS**

a. In performance of this Contract, CONTRACTOR shall keep books, records, and accounts of all activities related to this CONTRACT in compliance with generally accepted accounting procedures.

b. All documents, papers, books, records and accounts made or received by CONTRACTOR in conjunction with this Contract, and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the COUNTY. The COUNTY or any of its duly authorized representatives reserves the right to audit the CONTRACTOR's records related to this Contract at any time during the performance of this Contract and for a period of five (5)

years after final payment is made, or otherwise required by law. CONTRACTOR shall retain all documents, books and records for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes, or CONTRACTOR turns said records over to COUNTY.

c. All records or documents created by or provided to the CONTRACTOR by the COUNTY in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the COUNTY, or the CONTRACTOR related to the performance of the services under this Contract, do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the CONTRACTOR or the COUNTY- must be provided to anyone making a public records request. It is CONTRACTOR'S duty to identify any information in records created by CONTRACTOR which it deems is exempt or confidential from public records laws under Florida or federal law and identify the statute number which requires the information be held exempt. All records stored electronically must be provided to the COUNTY in a format compatible with the technology systems of the COUNTY.

d. Both Parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. The CONTRACTOR agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the CONTRACTOR, to include emails, email addresses, a copy of this contract, and any supporting documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

e. "Public Records" are defined as "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." (see section 119.011(12), Florida Statutes).

f. CONTRACTOR shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the CONTRACTOR does not transfer the records to COUNTY.

g. Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the COUNTY. The CONTRACTOR shall direct individuals requesting public records to the public records custodian listed below. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request and if CONTRACTOR possesses the records, CONTRACTOR must provide the records to COUNTY or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the COUNTY can comply with the requirements of section 119.07, Florida Statutes. CONTRACTOR may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated by this reference. A copy of AO-47 is available upon request from the COUNTY's public records custodian designated below.

h. Should COUNTY face any kind of legal action to require or enforce inspection or production of any records provided by CONTRACTOR to the COUNTY which CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, CONTRACTOR agrees to indemnify the COUNTY for all damages and expenses, including attorney's fees and costs. The CONTRACTOR shall hire and compensate attorney(s) who shall represent the interests of the COUNTY as well as the CONTRACTOR in defending such action. The CONTRACTOR shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to section 119.12, Florida Statutes.

i. Should CONTRACTOR fail to provide the public records, within CONTRACTOR's possession and control, to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes, including civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. The CONTRACTOR's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

j. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS C/O MARY BOWERS, MARY.BOWERS@BREVARFL.GOV, (321) 617-7390, 2725 JUDGE FRAN JAMIESON WAY, A207, VIERA, FL 32940.**

**12.0 FEDERAL TAX ID NUMBER**

The CONTRACTOR shall provide the COUNTY with its Federal Tax ID Number.

**13.0 ATTORNEYS FEES AND COSTS/VENUE/GOVERNING LAW.**

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs. **BOTH PARTIES AGREE TO WAIVER OF ANY RIGHT TO TRIAL BY JURY AND THAT ANY TRIAL SHALL BE NON-JURY.** The Parties agree that this Contract is governed by the laws of the State of Florida and venue for legal action brought under this Contract shall be in a court of competent jurisdiction in Brevard County, Florida. CONTRACTOR consents and waives any objection or defenses relating to Florida state court having jurisdiction over any dispute or claim arising out of this agreement and consents to process being served upon its



Florida registered agent. CONTRACTOR expressly waives removal of any claim or action arising under this agreement to federal court.

**14.0 NON-EXCLUSIVE CONTRACT.**

The Parties acknowledge that this Contract is not an exclusive contract and the COUNTY may employ other professional or technical personnel to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest. The COUNTY reserves the right to assign such work to the CONTRACTOR as it may approve in the sole discretion of the COUNTY.

**15.0 INDEPENDENT CONTRACTOR.**

The COUNTY contracts for the services of the CONTRACTOR as an independent contractor, and not as an employee. Nothing in this Contract shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the authority to enter into any Contract of any kind on behalf of the other, or to bind or obligate the other to any third party.

**16.0 SCRUTINIZED COMPANIES.**

- a. The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.
- b. If this Contract is for more than one million dollars, the CONTRACTOR further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
- c. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.
- d. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.
- e. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

**17.0 EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify).**

- a. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the

CONTRACTOR during the term of the contract. Upon request, CONTRACTOR shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

b. CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

c. CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.

d. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.

e. A Contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Contractor hires or employs a person who is not eligible for employment.

f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

g. COUNTY will not intentionally award a publicly-funded contract to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) section 1324a(e)(section 274A(e) of the Immigration and Nationality Act (INA). The COUNTY shall consider a CONTRACTOR's intentional employment of unauthorized aliens as grounds for immediate termination of this contract.

**18.0 SEVERABILITY:**

If a court of competent jurisdiction finds any of the provisions contained in this Contract to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.

**19.0 ENTIRE AGREEMENT, MODIFICATION:**

This Contract, including exhibits, riders, and/or addenda, if any, sets forth the entire agreement and understanding between the Parties. This Contract supersedes all prior agreements and negotiations respecting such matter. This Contract shall not be modified or altered unless done so in writing by both parties and signed by each party's respective authorized representative.

**20.0 CONFLICTS OF INTEREST:**

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of this Contract, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds of this Contract. The CONTRACTOR covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed by CONTRACTOR.

**21.0 PUBLIC ENTITY CRIMES:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**22.0 FURTHER ASSURANCES:**

Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Contract.

**23.0 INTERPRETATION:**

Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Contract. Consequently, this Agreement shall not be more strictly or more harshly construed against either party as the drafter.

**24.0 FOREIGN DISCLOSURE:** CONTRACTOR will complete and return the County's Foreign Disclosure Form with the execution of this contract, and any renewal. CONTRACTOR will make any required disclosures to comply with section 286.101, Florida Statutes.

**25.0 COUNTERPARTS AND AUTHORITY:**

This Contract may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. CONTRACTOR warrants that it is a company duly authorized, validly existing and in good standing under the laws of the state of its formation and that CONTRACTOR's representatives are duly authorized and have the legal right, power and authority to enter into this Contract, and to perform all of its obligations hereunder.

**26.0 CYBER EXPOSURE:**

Information Security Incident Response. In the event that CONTRACTOR becomes aware of an Information Security Incident, CONTRACTOR shall:

- (i) Promptly notify COUNTY in writing, of the occurrence of such Information Security Incident, no more than 24 hours after becoming aware of said Information Security Incident;
- (ii) Investigate such Information Security Incident and conduct an analysis of the cause(s) of such Information Security Incident;
- (iii) Provide periodic updates of any ongoing investigation to COUNTY
- (iv) Develop and implement an appropriate plan to remediate the cause of such Information Security Incident, to the extent that such cause is within CONTRACTOR or any of its affiliates or subcontractor's control;
- (v) Provide: 1. Notification to potentially affected persons; 2. Credit monitoring services; 3. Identification protection services; 4. Establish and operate a call center; 5. Notification to any and all regulatory authorities; and 6. Other functions, services, or penalties as may be required by law.
- (vi) Should it be determined that such Information Security Incident was the responsibility of COUNTY, COUNTY shall reimburse Vendor for its reasonable out-of-pocket costs to investigate and remediate such Information Security Incident. Both CONTRACTOR and COUNTY shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all COUNTY'S Data in Vendor or any of its affiliates or subcontractor's control. CONTRACTOR will defend, indemnify, and hold harmless COUNTY and COUNTY's officers, employees, and agents, from and against any third-party loss, liability, damage, costs, fine(s), penalty, claim, judgment, including, but not limited to, reasonable attorney's fees (collectively "Damages"), arising as a result of an Information Security Incident.

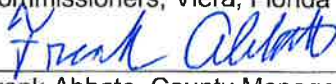
NOTWITHSTANDING ANYTHING TO THE CONTRARY IN Section 9.0 INSURANCE REQUIREMENTS, CONTRACTOR'S MAXIMUM LIABILITY TO COUNTY HEREUNDER SHALL NOT EXCEED TWENTY MILLION DOLLARS (\$20,000,000) IN THE AGGREGATE DURING THE TERM OF THE AGREEMENT.

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**IN WITNESS WHEREOF**, the Parties have executed this Contract on the last date written below by their representatives, fully authorized by all required action to sign on behalf of and to bind that Party to the obligations herein.

ATTEST:

Brevard County Board of County  
Commissioners, Viera, Florida

  
Frank Abbate, County Manager  
As approved by the Board: 09-14-2022

1/19/23  
Date

TRUIST Bank

  
BY: Frank J. Chalk  
Printed Name & Title

1/18/2025  
Date

# ATTACHMENT "A"

## FEES



# **Brevard County Purchasing Services**

## **Proposal for Fees and Compensation**

**Presented by Truist Bank**

Brian Orth  
Senior Vice President  
Not for Profit/ Government Banking  
333 S. Garland Ave., 17th FL  
Orlando, FL 32801



**Presented by Truist Bank**

## **Proposal for Fees and Compensation**

### **Brevard County Purchasing Services**

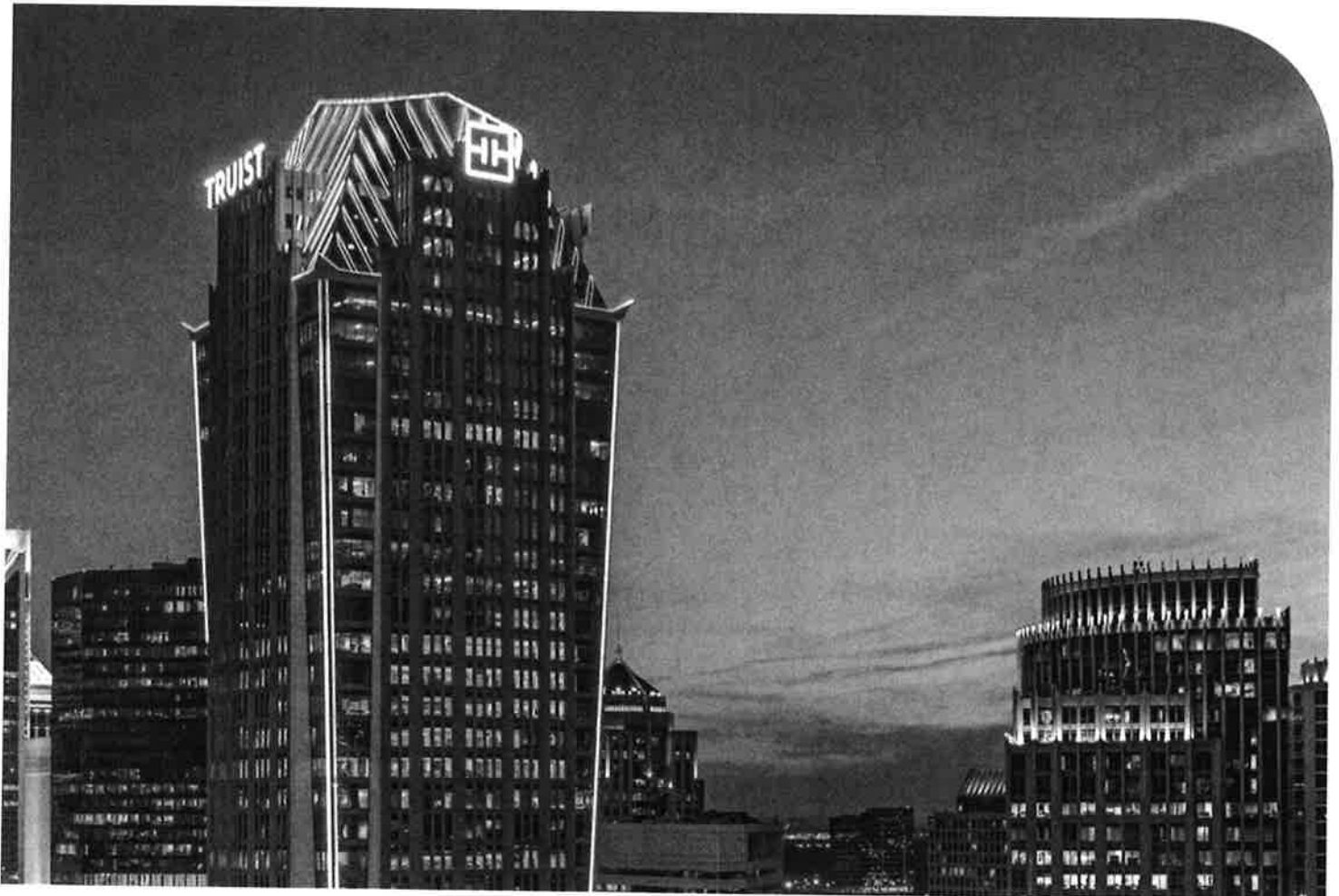
**November 22, 2022**

**4 pm ET**

**RFP # P-1-23-01**

Brian Orth  
Senior Vice President  
Not for Profit/ Government Banking  
333 S. Garland Ave., 17th FL  
Orlando, FL 32801  
407.237.6764  
Brian.Orth@truist.com

Maria Roman  
Senior Vice President  
Treasury Solutions Consultant  
401 East Jackson St., 19th FL  
Tampa, FL 33602  
813.224.2095  
Maria.Roman@truist.com







November 22, 2022

Mary Bowers, Purchasing Services  
Brevard County Purchasing Services  
2725 Judge Fran Jamieson Way, 3rd FL, STE C303  
Viera, FL 32940

Dear Ms. Bowers,

Truist Bank is pleased to have this opportunity to continue our long-term banking relationship with Brevard County (the "County"). The proposal herein provides a holistic view of the County cash resources thorough a competitive fee structure that limits bank fees through an aggressive Earning Credit rate and maximizes earnings on excess cash held at the bank. Furthermore, the integration of the Truist Custody Services provides a seamless resource to safeguard assets and assist with the day-to-day operations of the County.

As your long-term banking partner, we have a demonstrated history of operating fairly and competently on behalf of the County. As we respond to this newest request, you will see an overall increase in per item prices, but this is largely driven by many, many years where these increases were absorbed by the bank, and not passed along to the County. To help offset the pricing changes, we are offering the County an Earnings Credit rate of 1.50% which can be used to offset banking charges. Additionally, for those balances not needed to offset fees, the bank is offering the County a rate of 60% of the Fed Funds Target Rate, which is currently 2.40% (by linking this offering to the Fed Funds Target Rate, the County will gain the automatic benefits of future Fed movements over the next year). In the second year of the contract, these will both become managed rates, but the County will benefit significantly in first year with the indexed rate, taking advantage of the current rate environment. Lastly, for 120 days, the bank is pleased to offer a waiver of all per item banking fees, meaning all amounts on deposit with Truist would earn at least 2.40% in interest. When looking at our value proposition in relation to the "cost scoring metric" in the RFP, the bank may show an increase in "costs" from our historical levels, however the other component of the metric, "compensation" will also be much higher as we work to help offset any cost increases.

In summary, Truist and your local coverage team is extremely proud to be your banking partner and would be humbled and honored to continue in our current role. We feel, as your banking partner, that we have not taken for granted the long relationship and trust you've bestowed in us, and that commitment will remain as we move forward. The County has offered us a long run as their financial partner and we have provided the County a long run of steady pricing, often below costs, with a coverage team that has remained largely the same over the last 12 years that I have been your Relationship Manager. I hope we score well and can make any choice to change financial institutions moot. We respectfully ask you to consider the strain on resources and staff from a move of this magnitude when the partner you already have has a long history of acting fairly for the County (and all of our municipal clients across Florida) and is eager to continue as the banking services partner for Brevard County.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Orth", written over a horizontal line.

Brian Orth  
Senior Vice President  
Not for Profit/ Government Banking

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# Account Recommendations & Pricing

## Public Fund Analyzed Interest Checking Account

Truist recommends Brevard County Board of County Commissioners utilize our Public Fund Analyzed Interest Checking Account for public fund deposit accounts. It is designed for public fund entities with higher transaction needs, a need to earn interest, and utilize balances to offset fees. This checking account would allow the County to earn interest on potential excess balances without the additional reconciliation and transactions that come with sweeping balances to another vehicle.

***Truist is pleased to offer attractive relationship pricing that includes a custom Managed Earnings Credit Rate (ECR) of 1.50% reviewed annually; additional balances above compensating balance will earn a rate equal to 60% of the top of the Fed Funds Target Rate. This pricing structure will be guaranteed for the requested initial term period of three (5) years and may be adjusted at the end of the commitment period. Should the Bank be awarded the RFP, the ECR will be managed based on market conditions.***

Certain fees are considered "explicit" and cannot be offset with earnings credits. Explicit fees include, but are not limited to: merchant services fees, bank supplies, check orders, some international fees, and retail online banking fees.

Earnings Credit Rate (ECR) is applied to the average available balance in the account for the month. This rate is applied to 100% of average available balances to allow the County to offset service charges with compensating balances.

**ECR is calculated using the following formula:**

Monthly Earnings Credit Allowance = Average Available Balances x ECR x days in the month ÷ days in year.

Unless otherwise agreed upon, Earnings Credit Allowance is applied to the account on a monthly basis. Any unused Earnings Credit Allowance during a month cannot be carried over in the following months.

# Pricing Sheet

## BANKING SERVICES P-1-23-01 PRICE SHEET

### COMPENSATION

The County will compensate the Contractor at the proposed rate of services provided. Price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the proposal documents.

\$ N/A

### ACH PAYMENTS

Does your company accept ACH Payment Method? ☒ Yes/ ☐ No

### PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

\* If Prompt Payment Discount is offered, please state discount and terms:

### ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and its date of issue.

Add. No. 1 Dated October 27, 2022 // Add. No. 3 Dated November 8, 2022

Add. No. 2 Dated November 7, 2022 // Add. No.        Dated       

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for P-1-23-01 Banking Services.

CONTRACTOR NAME Truist Bank

ADDRESS 333 S. Garland Ave., 17th FL, Orlando, FL 32801

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Brian Orth DATE 11/8/2022

TELEPHONE # 407.237.6764 FAX #       

EMAIL Brian.Orth@truist.com

# Truist Pro Forma Account Analysis Statement

Pro Forma ID: 137137  
Account Officer: Orth, Brian  
Treasury Consultant: Roman, Maria

Effective 01/01/2023  
BREVARD COUNTY BOARD OF COUNTY  
RFP 2022  
Group Account # \*1058

Combined Analyzed Interest Checking - PF

## Earnings Credit Summary

|                                           |                        |                                     |               |
|-------------------------------------------|------------------------|-------------------------------------|---------------|
| Average Ledger Balance                    | \$14,938,046.67        |                                     |               |
| Less: Average Float                       | \$276,683.58           |                                     |               |
| Average Collected Balance                 | \$14,661,363.09        | Earnings Credit Rate                | 1.500 %       |
| Average Negative Collected Balance        | \$0.00                 | Earnings Credit Allowance           | \$18,678.17   |
| Average Positive Collected Balance        | \$14,661,363.09        | Less: Balance Based Charges         | \$5,713.90    |
| Less 0.00% Related Reserves               | \$0.00                 |                                     |               |
| <b>Average Positive Balance Available</b> | <b>\$14,661,363.09</b> | <b>Total Analysis Based Charges</b> | <b>\$0.00</b> |
| ADD: Explicit & Billed Separately         |                        |                                     |               |
|                                           |                        |                                     | \$0.00        |
| ADD: Independent Account Service Charges  |                        |                                     |               |
|                                           |                        |                                     | \$0.00        |
| <b>Total Service Charges for Period</b>   |                        |                                     | <b>\$0.00</b> |

## Interest Earnings Summary

### Hybrid Solution

|                                                   |                        |
|---------------------------------------------------|------------------------|
| Average Positive Available Balance                | \$14,661,363.09        |
| Less: Bal Required for Analyzed Services          | \$4,485,104.30         |
| <b>Average Positive Net Available Balance</b>     | <b>\$10,176,258.79</b> |
| Hybrid Interest Rate                              | 2.400 %                |
| <b>Hybrid Estimated Interest Earned</b>           | <b>\$20,742.84</b>     |
| <b>Total Estimated Interest Earned for Period</b> | <b>\$20,742.84</b>     |
| <b>Net Client Benefit</b>                         | <b>\$20,742.84</b>     |

| Service Code                    | Service Description          | Volume | Unit Price | Total Price |
|---------------------------------|------------------------------|--------|------------|-------------|
| <b>GENERAL BANKING SERVICES</b> |                              |        |            |             |
| 21                              | MONTHLY ACCT MAINTENANCE FEE | 5      | \$8.000000 | \$40.00     |
| 100                             | CREDITS POSTED               | 552    | \$0.560000 | \$309.12    |
| 110                             | ITEMS DEPOSITED - ON-US      | 84     | \$0.080000 | \$6.72      |
| 112                             | ITEMS DEPOSITED - IN STATE   | 362    | \$0.080000 | \$28.96     |
| 114                             | ITEMS DEPOSITED - OTHER      | 205    | \$0.080000 | \$16.40     |

The pricing detailed in this pro forma does not constitute a contractual offer of any particular service, price, rate or account type for any term. Estimated volumes may be included in this pro forma based on our assumptions or information shared with us. It is for purposes of estimation and discussion only unless accompanied by other agreements or commitments that offer explicit pricing or terms. Your Account Analysis statement will reflect the actual services, volumes and charges for the services utilized. Reviewing your Account Analysis statements with full line-item detail is recommended and those statements are available by mail or electronic delivery methods. Service descriptions and related information may change or be updated by Truist with or without notification. Any impacts to a client's pricing will be communicated in accordance with applicable banking agreements. If you have any questions or concerns about your actual pricing, please contact your Treasury Consultant. For a complete list of account related fees, the Truist Business Services Pricing Guide is available at [www.truist.com/content/dam/truist-bank/us/en/documents/disclosures/commercial/business-deposits-fee-schedule.pdf](http://www.truist.com/content/dam/truist-bank/us/en/documents/disclosures/commercial/business-deposits-fee-schedule.pdf)

| Service Code                    | Service Description             | Volume     | Unit Price  | Total Price     |
|---------------------------------|---------------------------------|------------|-------------|-----------------|
| <b>GENERAL BANKING SERVICES</b> |                                 |            |             |                 |
| 122                             | WLBX ON-US DEPOSITED ITEM       | 83         | \$0.115000  | \$9.55          |
| 124                             | WLBX TRANSIT DEPOSITED ITEM     | 611        | \$0.070000  | \$42.77         |
| 128                             | CHECKS PAID AND OTHER DEBITS    | 1,946      | \$0.040000  | \$77.84         |
| 132                             | CONTROLLED DISB - CHECKS PAID   | 1,250      | \$0.070000  | \$87.50         |
| 385                             | COIN ORDER PER ROLL             | 29         | \$0.200000  | \$5.80          |
| 390                             | CURRENCY ORDER PER \$1          | 405        | \$0.001300  | \$0.53          |
| 395                             | COIN AND CURRENCY DEPOSITED     | 54,974     | \$0.002500  | \$137.44        |
| 1200                            | RDI SPECIAL HANDLING MAINT      | 1          | \$5.000000  | \$5.00          |
| 1205                            | RETURNED DEPOSITED ITEM FEE     | 8          | \$3.000000  | \$24.00         |
| 1210                            | REDEPOSIT (RECLEARED) RET ITEM  | 7          | \$3.000000  | \$21.00         |
| <b>Subtotal:</b>                |                                 |            |             | <b>\$812.62</b> |
| <b>BALANCE RELATED SERVICES</b> |                                 |            |             |                 |
| 35                              | DEP ACCT USAGE RATE (PER \$100) | 14,938,046 | 0.000000    | \$0.00          |
| <b>Subtotal:</b>                |                                 |            |             | <b>\$0.00</b>   |
| <b>VAULT SERVICES</b>           |                                 |            |             |                 |
| 1400                            | VAULT MONTHLY MAINTENANCE       | 17         | \$9.000000  | \$153.00        |
| 1401                            | CASH VAULT DEPOSITS             | 227        | \$0.560000  | \$127.12        |
| 1405                            | VAULT CASH DEPOSITED PER DOLLR  | 74,070     | \$0.000900  | \$66.66         |
| 1407                            | VAULT DEPOSIT CORRECTION        | 20         | \$6.000000  | \$120.00        |
| 1410                            | VAULT DEPOSIT ITEMS - ON-US     | 317        | \$0.030000  | \$9.51          |
| 1411                            | VAULT DEPOSIT ITEMS IN-STATE    | 2,043      | \$0.050000  | \$102.15        |
| 1412                            | VAULT DEP ITEMS - OTHER         | 2,138      | \$0.020000  | \$42.76         |
| 1415                            | VLT COIN DEPOSIT STANDARD BAG   | 3          | \$2.000000  | \$6.00          |
| 1417                            | VAULT COIN DEPOSIT SUB TO CNT   | 29         | \$3.000000  | \$87.00         |
| <b>Subtotal:</b>                |                                 |            |             | <b>\$714.20</b> |
| <b>WIRE TRANSFER SERVICES</b>   |                                 |            |             |                 |
| 2028                            | INCOMING DOMESTIC WIRE          | 2          | \$4.000000  | \$8.00          |
| 3585                            | TM DOMESTIC NON-REP WIRE        | 20         | \$3.000000  | \$60.00         |
| 3587                            | TM BOOK TRANSFER NON-REP        | 5          | \$3.000000  | \$15.00         |
| 3589                            | BOOK TRANSFER CREDIT            | 1          | \$5.000000  | \$5.00          |
| <b>Subtotal:</b>                |                                 |            |             | <b>\$88.00</b>  |
| <b>ACH SERVICES</b>             |                                 |            |             |                 |
| 105                             | ACH RECEIVED CREDIT             | 1,307      | \$0.040000  | \$52.28         |
| 134                             | ACH RECEIVED DEBIT              | 166        | \$0.040000  | \$6.64          |
| 530                             | ACH NOTIFICATION OF CHANGE      | 14         | \$0.500000  | \$7.00          |
| 538                             | ACH RETURN TRANSACTION          | 9          | \$1.000000  | \$9.00          |
| 540                             | DT/DLTACH MONTHLY MAINT         | 1          | \$15.000000 | \$15.00         |
| 553                             | TOTAL ACH ORIGINATED ITEMS      | 3,042      | \$0.030000  | \$91.26         |
| 554                             | ACH ORIGINATED ADDENDA RECORD   | 7          | \$0.040000  | \$0.28          |
| 1051                            | ACH BLANKET BLOCK MAINTENANCE   | 1          | \$5.000000  | \$5.00          |

| Service Code                   | Service Description            | Volume | Unit Price   | Total Price     |
|--------------------------------|--------------------------------|--------|--------------|-----------------|
| <b>ACH SERVICES</b>            |                                |        |              |                 |
| 1052                           | ACH POSITIVE PAY MONTHLY MAINT | 2      | \$5.000000   | \$10.00         |
| 3319                           | TM ACH FILE UPLOAD             | 5      | \$4.000000   | \$20.00         |
| 3320                           | TM ACH BATCH PROCESSING FEE    | 11     | \$2.000000   | \$22.00         |
| <b>Subtotal:</b>               |                                |        |              | <b>\$238.46</b> |
| <b>EDI SERVICES</b>            |                                |        |              |                 |
| 1302                           | EDI REPORTING MAINTENANCE      | 1      | \$45.000000  | \$45.00         |
| 1303                           | EDI REPORTING PER ITEM FEE     | 1,472  | \$0.000000   | \$0.00          |
| <b>Subtotal:</b>               |                                |        |              | <b>\$45.00</b>  |
| <b>RECONCILIATION SERVICES</b> |                                |        |              |                 |
| 331                            | CD-ROM MAINTENANCE             | 1      | \$10.000000  | \$10.00         |
| 333                            | CD-ROM ITEMS                   | 1,850  | \$0.020000   | \$37.00         |
| 335                            | CD-ROM DISC                    | 1      | \$5.000000   | \$5.00          |
| 337                            | CD-ROM DUPLICATE DISC          | 1      | \$5.000000   | \$5.00          |
| 341                            | CD-ROM ADDITIONAL ACCT FEE     | 3      | \$5.500000   | \$16.50         |
| <b>Subtotal:</b>               |                                |        |              | <b>\$73.50</b>  |
| <b>POSPAY/REVERSE POS PAY</b>  |                                |        |              |                 |
| 4133                           | CPR/POS PAY/PAYEE-EXCEPTIONS   | 6      | \$0.500000   | \$3.00          |
| 4140                           | POSITIVE PAY - MAINTENANCE     | 4      | \$25.000000  | \$100.00        |
| 4141                           | CONTROL/POSITIVE PAY - ITEMS   | 1,850  | \$0.025000   | \$46.25         |
| 4211                           | CPR/POSPAY/PAYEE D/T CLNT/FILE | 4      | \$6.000000   | \$24.00         |
| <b>Subtotal:</b>               |                                |        |              | <b>\$173.25</b> |
| <b>INFORMATION SERVICES</b>    |                                |        |              |                 |
| 3016                           | CONTROLLED DISB MAINT          | 1      | \$150.000000 | \$150.00        |
| <b>Subtotal:</b>               |                                |        |              | <b>\$150.00</b> |
| <b>ONLINE COURIER SERVICES</b> |                                |        |              |                 |
| 3961                           | OLC DDA STATEMENT              | 1      | \$1.000000   | \$1.00          |
| 3962                           | OLC ANALYSIS STATEMENT         | 3      | \$1.000000   | \$3.00          |
| <b>Subtotal:</b>               |                                |        |              | <b>\$4.00</b>   |
| <b>TREASURY MANAGER</b>        |                                |        |              |                 |
| 3551                           | TM/OLC MAINTENANCE FEE         | 1      | \$10.000000  | \$10.00         |
| 3552                           | TM/OLC PRIOR DAY SERV/MONTH    | 1      | \$10.000000  | \$10.00         |
| 3553                           | TM/OLC PRIOR DAY/ACCOUNT       | 5      | \$7.000000   | \$35.00         |
| 3554                           | TM/OLC PRIOR DAY/DETAIL ITEM   | 4,219  | \$0.020000   | \$84.38         |
| 3555                           | TM/OLC CURRENT DAY SERV/MONTH  | 1      | \$10.000000  | \$10.00         |
| 3556                           | TM/OLC CURRENT DAY/ACCOUNT     | 4      | \$7.000000   | \$28.00         |
| 3557                           | TM/OLC CURRENT DAY/DETAIL ITEM | 2,060  | \$0.020000   | \$41.20         |
| 3560                           | TM/OLC CAR REPORT              | 19     | \$0.250000   | \$4.75          |
| 3564                           | TM ONLINE STOP PAYMENT         | 16     | \$5.000000   | \$80.00         |

| Service Code                        | Service Description            | Volume | Unit Price   | Total Price       |
|-------------------------------------|--------------------------------|--------|--------------|-------------------|
| <b>TREASURY MANAGER</b>             |                                |        |              |                   |
| 3565                                | TM ACH MONTHLY MAINTENANCE     | 1      | \$10.000000  | \$10.00           |
| 3566                                | TM ACCOUNT TRANSFER            | 6      | \$0.250000   | \$1.50            |
| 3568                                | TM WIRE TRANSFER SERVICE/MONTH | 1      | \$10.000000  | \$10.00           |
| <b>Subtotal:</b>                    |                                |        |              | <b>\$324.83</b>   |
| <b>CASH MANAGEMENT SERVICES</b>     |                                |        |              |                   |
| 850                                 | ZBA MASTER ACCOUNT MAINTENANCE | 1      | \$10.000000  | \$10.00           |
| 851                                 | ZBA SUB ACCOUNT MAINTENANCE    | 3      | \$5.000000   | \$15.00           |
| <b>Subtotal:</b>                    |                                |        |              | <b>\$25.00</b>    |
| <b>WHOLESALE LOCKBOX</b>            |                                |        |              |                   |
| 7204                                | WLBX IMG ITEMS SCANNED         | 7,356  | \$0.080000   | \$588.48          |
| 7207                                | WLBX CRRSPND BATCH MAINTENANCE | 1      | \$50.000000  | \$50.00           |
| 7212                                | WLBX IMAGE ARCHIVE 90 DAYS     | 8,910  | \$0.100000   | \$891.00          |
| 7214                                | WLBX MAINTENANCE - MONTHLY     | 1      | \$185.000000 | \$185.00          |
| 7222                                | WLBX REJECTED ITEMS            | 81     | \$0.500000   | \$40.50           |
| 7227                                | WLBX POSTAGE PER ITEM          | 694    | \$0.450000   | \$312.30          |
| 7228                                | WLBX PACKAGE PREPARATION       | 22     | \$1.500000   | \$33.00           |
| 7241                                | LOCKBOX DEPOSITS               | 30     | \$0.500000   | \$15.00           |
| 7243                                | WLBX NON-REMIT MAIL/NO PAYMENT | 669    | \$0.540000   | \$361.26          |
| 7244                                | WLBX DATA CAPTURE KEYSTROKES   | 4,753  | \$0.010000   | \$47.53           |
| 7264                                | WLBX IMAGE BATCH DOWNLOAD      | 76     | \$1.000000   | \$76.00           |
| 7279                                | WLBX STANDARD ITEM             | 694    | \$0.490000   | \$340.06          |
| 7280                                | WLBX STANDARD REASSOCIATION    | 694    | \$0.110000   | \$76.34           |
| 7281                                | WLBX ITEM PRINT                | 694    | \$0.070000   | \$48.58           |
| <b>Subtotal:</b>                    |                                |        |              | <b>\$3,065.05</b> |
| <b>Total Charges:</b>               |                                |        |              | <b>\$5,713.91</b> |
| <b>Total Balance Based Charges:</b> |                                |        |              | <b>\$5,713.90</b> |

#### Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

| Service Code                    | Service Description            | Unit Price  |
|---------------------------------|--------------------------------|-------------|
| <b>GENERAL BANKING SERVICES</b> |                                |             |
| 32                              | PRIOR DAY OD ITEM FEE - DEP    | \$36.000000 |
| 111                             | MOBILE ITEM DEPOSITED - ON-US  | \$0.150000  |
| 113                             | MOBILE ITEM DEPOSITED-IN-STATE | \$0.150000  |
| 115                             | MOBILE ITEM DEPOSITED - OTHER  | \$0.150000  |



**Additional Potential Fees**

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

| Service Code                    | Service Description            | Unit Price   |
|---------------------------------|--------------------------------|--------------|
| <b>GENERAL BANKING SERVICES</b> |                                |              |
| 127                             | STOP PAYMENT ORDER - DEPOSIT   | \$0.000000   |
| 135                             | TELEPHONE TRANSFER DEBIT       | \$2.500000   |
| 139                             | TELEPHONE TRANSFER CREDIT      | \$2.500000   |
| 144                             | OVERDRAFT ITEM FEE - DEPOSIT   | \$36.000000  |
| 170                             | HSA FEES - EMPLOYER PAID       | \$0.000000   |
| 371                             | CHECK FEES                     | \$0.000000   |
| 429                             | ADD FEE PER ENHNCD CHECK IMAGE | \$0.060000   |
| 599                             | COURIER FEES                   | \$0.000000   |
| 605                             | ADDITIONAL ACCOUNT RESEARCH    | \$0.000000   |
| 726                             | SPECIAL HANDLING SERVICE       | \$0.000000   |
| <b>POSPAY/REVERSE POS PAY</b>   |                                |              |
| 165                             | CHECK BLOCK                    | \$55.000000  |
| 4110                            | PD REV POSPAY FILE             | \$15.000000  |
| 4120                            | CD REV POSPAY FILE             | \$15.000000  |
| 4132                            | CPR/POSPAY/PAYEE D/T BANK/FILE | \$0.000000   |
| 4144                            | POSITIVE PAY WITH RECON MAINT  | \$45.000000  |
| 4145                            | CTRL/POS PAY WITH RECON ITEM   | \$0.080000   |
| 4161                            | CPR/PAYEE POSITIVE PAY - ITEMS | \$0.020000   |
| 4164                            | PAYEE POS PAY W RECON - MAINT  | \$65.000000  |
| 4165                            | CPR/PAYEE POS W RECON ITEMS    | \$0.040000   |
| 4230                            | CPR POS PAY - MAINT            | \$140.000000 |
| 4232                            | CPR POS PAY W RECON - MAINT    | \$130.000000 |
| 4240                            | CPR PAYEE POS PAY - MAINT      | \$160.000000 |
| 4242                            | CPR PAYEE POSPAY W RECON-MAINT | \$150.000000 |
| <b>RECONCILIATION SERVICES</b>  |                                |              |
| 316                             | CHECK IMAGE TRANS-MAINT        | \$50.000000  |
| 317                             | CK IMAGE TRNS-MAINT ADDTL ACCT | \$20.000000  |
| 318                             | CHECK IMAGE TRANS-PER ITEM     | \$0.025000   |
| 319                             | CK IMAGE-DATA TRANSMISSION     | \$100.000000 |
| 332                             | PARTIAL RECON MAINT PAPER      | \$80.000000  |
| 334                             | PARTIAL RECON - ITEM           | \$0.060000   |
| 336                             | FULL RECON MAINT ELECTRONIC    | \$75.000000  |
| 338                             | PARTIAL RECON MAINT ELECTRONIC | \$65.000000  |
| 340                             | FULL RECON MAINT PAPER         | \$100.000000 |
| 342                             | FULL RECON - ITEM              | \$0.070000   |
| 344                             | DEPOSIT RECON MAINTENANCE      | \$70.000000  |
| 346                             | DEPOSIT RECON - ITEM           | \$0.110000   |
| 352                             | CD-ROM MULTI-CYCLE             | \$40.000000  |
| 357                             | MULTIPLE CYCLE CD-ROM ITEMS    | \$0.025000   |
| 3329                            | DLTY POSITIVE PAY IMAGE        | \$2.000000   |
| 3330                            | REVERSE POS PAY MAINTENANCE    | \$40.000000  |
| 3331                            | REVERSE POS PAY - ITEM         | \$0.080000   |
| 3334                            | DLTY REV POS PAY - IMAGE       | \$2.000000   |

**Additional Potential Fees**

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

| Service Code                    | Service Description            | Unit Price   |
|---------------------------------|--------------------------------|--------------|
| <b>RECONCILIATION SERVICES</b>  |                                |              |
| 3339                            | DLTY PAYEE POS PAY - IMAGE     | \$0.000000   |
| 4214                            | RECON/POS PAY SPECIAL HANDLING | \$0.000000   |
| <b>ACH SERVICES</b>             |                                |              |
| 528                             | ACH RETURN FILE SET UP         | \$0.000000   |
| 529                             | ACH RETURN FILE MONTHLY MAINT  | \$50.000000  |
| 532                             | ACH RETURN NOC-FAX/EMAIL/ONL   | \$3.000000   |
| 533                             | ACH RE-PRESENTMENT             | \$4.000000   |
| 534                             | ACH ACTIVITY REPORT            | \$0.000000   |
| 535                             | ACH UNAUTHORIZED RETURNS       | \$0.000000   |
| 541                             | ACH INPUT FILE RECEIVED/VENDOR | \$17.500000  |
| 542                             | DLTY ACH MONTHLY MAINT PREMIUM | \$50.000000  |
| 545                             | ACH INPUT FILE RECEIVED/TRANS  | \$17.500000  |
| 552                             | ACH TRANSMISSION SET UP        | \$200.000000 |
| 557                             | ACH FILE DATA TRANS TO CLIENT  | \$12.000000  |
| 558                             | PREFUNDED ACH UNAVAIL BALANCE  | \$0.000000   |
| 1050                            | ACH AUTHORIZATION RECORD       | \$8.000000   |
| 1055                            | UPIC MONTHLY MAINTENANCE       | \$20.000000  |
| 1185                            | IAT ORIG TRANS                 | \$0.180000   |
| 1186                            | IAT RETURN TRANSACTIONS        | \$5.000000   |
| 3314                            | DLTY ACH BATCH                 | \$12.000000  |
| 3315                            | DLTY ACH ORIG TRANS BUSBANKING | \$1.750000   |
| 3316                            | SAME DAY ACH ORIG TRANSACTION  | \$1.000000   |
| 3318                            | DLTY SDA ORIG TRANS BUSBANKING | \$2.750000   |
| <b>CASH MANAGEMENT SERVICES</b> |                                |              |
| 780                             | FLOOR PLAN EQUITY SWEEP MAINT  | \$175.000000 |
| 797                             | SMART SWEEP                    | \$0.000000   |
| 852                             | ZBA PLUS MASTER ACCOUNT MAINT  | \$5.000000   |
| 853                             | ZBA PLUS SUB ACCOUNT MAINT     | \$0.000000   |
| 854                             | ZBA PLUS REPORTING             | \$6.000000   |
| 860                             | SUB ACCOUNT SERVICE - MASTER   | \$100.000000 |
| 861                             | SUB ACCOUNT SERVICE - SUB      | \$5.000000   |
| 864                             | ZBA CUSTOM REPORTING           | \$0.000000   |
| 865                             | SUB ACCOUNT INDIVIDUAL REPORT  | \$12.000000  |
| <b>EDI SERVICES</b>             |                                |              |
| 1083                            | EDI PROGRAMMING                | \$150.000000 |
| 1085                            | EDI IMPLEMENTATION RECEIVABLES | \$500.000000 |
| 1086                            | EDI MONTHLY MAINT RECEIVABLES  | \$125.000000 |
| 1087                            | EDI TRANSACTION RECEIVABLES    | \$0.400000   |
| 1090                            | CHECK PRINTING FEE             | \$0.700000   |
| 1091                            | CHECK ADDITIONAL PAGES         | \$0.200000   |
| 1092                            | CHECK POSTAGE FREIGHT          | \$0.000000   |
| 1093                            | CHECK PULLS                    | \$20.000000  |

**Additional Potential Fees**

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

| Service Code                  | Service Description            | Unit Price   |
|-------------------------------|--------------------------------|--------------|
| <b>EDI SERVICES</b>           |                                |              |
| 1094                          | CHECK BATCH-BUNDLE             | \$10.000000  |
| 1096                          | CHECK ADDITIONAL INSERT        | \$0.000000   |
| 1106                          | EDI DATA TRANSMISSION VIA VAN  | \$0.000000   |
| 1301                          | EDI REPORTING IMP FEE          | \$50.000000  |
| 1330                          | EDI IMPLEMENTATION CHECK ISSUE | \$0.000000   |
| 1331                          | EDI MONTHLY MAINT CHECK ISSUE  | \$125.000000 |
| 1332                          | EDI TRANSACTION CHECK ISSUE    | \$0.400000   |
| 1335                          | EDI IMPLEMENT REASSOCIATION    | \$0.000000   |
| 1336                          | EDI MONTHLY MAIN REASSOCIATION | \$125.000000 |
| 1337                          | EDI TRANSACTION REASSOCIATION  | \$0.400000   |
| 1340                          | EDI IMPLEMENTATION RETURNS     | \$0.000000   |
| 1341                          | EDI MONTHLY MAINT RETURNS      | \$125.000000 |
| 1342                          | EDI TRANSACTION RETURNS        | \$0.400000   |
| 1371                          | CUSTOM FILE MAP IMP-PAYABLES   | \$0.000000   |
| 1372                          | CONSOL PAY RECON FILE-MAINT    | \$150.000000 |
| 1561                          | CUSTOM FILE MAP IMP-RECEIVABLE | \$125.000000 |
| <b>VAULT SERVICES</b>         |                                |              |
| 1404                          | VAULT DEP ENVELOPE PROCESSING  | \$1.000000   |
| 1408                          | VAULT SMARTSAFE DEP CREDIT     | \$0.001200   |
| 1416                          | VLT COIN DEPOSIT NON-STND BAG  | \$5.000000   |
| 1420                          | VAULT CHG ORDR STANDARD        | \$4.000000   |
| 1421                          | VAULT CHG ORDR NONSTANDARD     | \$8.000000   |
| 1422                          | VAULT CHG ORDR LATE            | \$35.000000  |
| 1425                          | VAULT CURRENCY ORDERED         | \$0.001000   |
| 1427                          | VAULT ROLLED COIN ORDER        | \$0.120000   |
| 1428                          | VAULT BOX COIN ORDER           | \$4.000000   |
| 1429                          | VAULT ACCELERATED CASH CREDIT  | \$0.001200   |
| 1433                          | VLT IFS DTS SUPPORT - DEPOSITS | \$3.500000   |
| 1434                          | VLT IFS DTS SUPPORT - ORDERS   | \$2.000000   |
| <b>WIRE TRANSFER SERVICES</b> |                                |              |
| 2030                          | BOOK TRANSFER CREDIT           | \$1.000000   |
| 2060                          | INCOMING BATCH BOOK TRANSFER   | \$5.000000   |
| 2298                          | BOOK TRANSFER DEBIT            | \$7.000000   |
| 2319                          | STANDING ORDER BOOK TRANSFER   | \$5.000000   |
| 2379                          | DRAWDOWN WIRE                  | \$15.000000  |
| 2450                          | MWL TREASURY MAINT FEE         | \$0.000000   |
| 2460                          | BATCH DOMESTIC WIRE            | \$10.000000  |
| 2462                          | OUTGOING BATCH BOOK TRANSFER   | \$10.000000  |
| 2470                          | BATCH DOMESTIC WIRE - MWL      | \$10.000000  |
| 2502                          | WIRE ADVICE - PHONE            | \$20.000000  |
| 2506                          | WIRE ADVICE - SWIFT            | \$5.000000   |
| 2514                          | WIRE ADVICE - U.S. MAIL        | \$7.000000   |
| 2522                          | WIRE ADVICE - EMAIL            | \$3.000000   |

**Additional Potential Fees**

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| Service Code                   | Service Description            | Unit Price   |
|--------------------------------|--------------------------------|--------------|
| <b>WIRE TRANSFER SERVICES</b>  |                                |              |
| 3584                           | TM DOMESTIC REPETITIVE WIRE    | \$12.000000  |
| 3586                           | TM BOOK TRANSFER REPETITIVE    | \$7.000000   |
| 3588                           | TM WIRE DRAWDOWN REQUEST       | \$0.000000   |
| <b>TREASURY MANAGER</b>        |                                |              |
| 3550                           | TM IMPLEMENTATION FEE          | \$200.000000 |
| 3559                           | TM/OLC ACH-EDI REPORT          | \$1.000000   |
| 3561                           | TM/OLC RETURN ITEM REPORT      | \$1.000000   |
| 3562                           | TM/OLC CPR REPORT(S)           | \$1.000000   |
| 3576                           | TM REVERSE POS PAY MAINTENANCE | \$40.000000  |
| 3577                           | TM REVERSE POS PAY ITEM        | \$0.080000   |
| <b>ONLINE COURIER SERVICES</b> |                                |              |
| 3957                           | OLC IMPLEMENTATION FEE         | \$50.000000  |
| 3959                           | OLC CASH POSITION REPORT       | \$0.000000   |
| 3963                           | OLC SIG ADV STATEMENT          | \$5.000000   |
| 3964                           | OLC BUS SWEEP REPORT SERVICE   | \$5.000000   |
| 3969                           | OLC ACH-EDI PRIOR DAY REPORT   | \$25.000000  |
| 3971                           | SUNRISE RPT SUMMARY & DETAIL   | \$25.000000  |
| 3973                           | OLC ACH RETURNS REPORT         | \$3.000000   |
| 3974                           | OLC ACH FRAUD CTRL REJECT RPT  | \$3.000000   |
| 3975                           | OLC ICL IMAGE QUALITY ADJ RPT  | \$1.000000   |
| 3978                           | OLC ACH-EDI CSV REPORT         | \$1.000000   |
| 3979                           | OLC CPR PAID REPORT            | \$1.000000   |
| 3980                           | OLC CPR UNPAID REPORT          | \$5.000000   |
| 3981                           | OLC ARP REPORT                 | \$5.000000   |
| 3982                           | OLC POSITIVE PAY FILE UPLOAD   | \$15.000000  |
| 3986                           | OLC WIRE TRAN EMAIL ADVICE     | \$3.000000   |
| 3987                           | OLC WIRE TRANSFER FAX ADVICE   | \$6.000000   |
| 3991                           | ACH TRANS FILE - MAINTENANCE   | \$20.000000  |
| 3992                           | ACH TRANSACTION DETAIL FILE    | \$5.000000   |
| <b>WHOLESALE LOCKBOX</b>       |                                |              |
| 7045                           | WLB IMAGE MAINTENANCE FEE      | \$115.000000 |
| 7119                           | CORRESPONDENCE FIELD INDEXING  | \$0.160000   |
| 7126                           | PDF UPLOAD                     | \$1.000000   |
| 7128                           | IMAGE TRANSMISSION OUTPUT      | \$0.040000   |
| 7129                           | CUSTOM TRANSMISSION OUTPUT     | \$0.300000   |
| 7201                           | WLBX LITE ITEM OVERAGE [1-500] | \$0.000000   |
| 7201                           | WLBX LITE ITEM OVERAGE [501+]  | \$2.500000   |
| 7203                           | WLBX IMAGE ARCHIVE 1 YEAR      | \$0.155000   |
| 7205                           | WLBX IMG ITEMS SCANNED -COLOR  | \$0.250000   |
| 7206                           | WLBX IMAGE CD ROM PER CD       | \$50.000000  |
| 7208                           | WLBX IMG ITEMS TRANSMITTED     | \$0.040000   |
| 7209                           | WLBX ADDITIONAL DETAIL LISTING | \$1.000000   |

**Additional Potential Fees**

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| Service Code             | Service Description            | Unit Price    |
|--------------------------|--------------------------------|---------------|
| <b>WHOLESALE LOCKBOX</b> |                                |               |
| 7210                     | WLBX EMAIL NOTIFICATION        | \$30.000000   |
| 7213                     | WLBX ITEM COPIES               | \$0.125000    |
| 7215                     | WLBX NON-STANDARD BATCH SIZE   | \$0.150000    |
| 7216                     | WLBX FULL TEXT SEARCH          | \$0.050000    |
| 7217                     | WLBX MANUAL REMITTER KEYING    | \$0.012000    |
| 7219                     | WLBX ADD'L 1ST CLASS MAIL/DEL  | \$90.000000   |
| 7221                     | WLBX SPECIAL SCREENING         | \$0.165000    |
| 7223                     | WLBX CHECK MICR LINE CAPTURE   | \$0.080000    |
| 7225                     | WLBX PROGRAM SETUP NON-COMPLEX | \$1520.000000 |
| 7226                     | WLBX PROGRAM SETUP COMPLEX     | \$3050.000000 |
| 7229                     | WLBX VERIFY > 20 PAYEES        | \$0.137000    |
| 7230                     | WLBX VERIFY 16-20 PAYEES       | \$0.086500    |
| 7231                     | WLBX VERIFY 11-15 PAYEES       | \$0.048500    |
| 7232                     | WLBX SPECIAL ENDORSEMENT ITEM  | \$0.100000    |
| 7233                     | WLBX NONSTANDARD REASSOCIATION | \$0.110000    |
| 7234                     | WLBX PAID-IN-FULL REVIEW       | \$0.106500    |
| 7237                     | WLBX REMIT BALANCING           | \$1.000000    |
| 7238                     | WLBX FACSIMILE - PER FAX       | \$16.000000   |
| 7239                     | WLBX IMG BROWSER-1ST LBX       | \$150.000000  |
| 7240                     | WLBX IMG BROWSER-ADD'L LBX     | \$40.000000   |
| 7245                     | WLBX LOCKBOX PROGRAMMING       | \$110.000000  |
| 7246                     | WLBX PHOTOCOPY REQUEST         | \$10.000000   |
| 7250                     | WLBX P.O. BOX ANNUAL RENTAL    | \$50.000000   |
| 7251                     | WLBX CASH PAYMENT PROCESS      | \$5.000000    |
| 7252                     | WLBX INCOMING RECEIPTED MAIL   | \$4.000000    |
| 7256                     | WLBX EXPRESS MAIL COURIER      | \$0.000000    |
| 7258                     | WLBX IMAGE TRANSMISSION- FILE  | \$15.000000   |
| 7261                     | WLBX IMAGE DVD                 | \$65.000000   |
| 7263                     | WLBX IMAGE PER DUPLICATE CD    | \$50.000000   |
| 7265                     | WLBX IMAGE ARCHIVE 2-4 YRS     | \$0.312000    |
| 7266                     | WLBX IMAGE ARCHIVE 5-7 YRS     | \$0.428000    |
| 7267                     | WLBX IMAGE ARCHIVE 8-11 YRS    | \$0.470000    |
| 7268                     | WLBX IMG TRANSMISSION SET-UP   | \$2300.000000 |
| 7269                     | WLBX VIRTUAL CD MONTHLY MAINT  | \$20.000000   |
| 7272                     | WLBX ONLINE DECISION PER DOC   | \$0.500000    |
| 7274                     | WLBX DATA TRANS - PER FILE     | \$13.000000   |
| 7284                     | WLBX FOREIGN ITEM PROCESSING   | \$1.500000    |
| 7289                     | WLBX FX PREFERRED RATE         | \$44.520000   |
| 7292                     | WLBX CC COBS REDACT AND IMAGE  | \$0.160000    |
| 7294                     | WLBX COBS CUSTOM SORT          | \$0.095000    |
| 7298                     | WLBX ADDT'L 90D MAIL FWD       | \$153.150000  |
| 7299                     | WLBX ADDT'L 6MO MAIL FWD       | \$306.290000  |
| 7300                     | WLBX ADDT'L 9MO MAIL FWD       | \$459.440000  |
| 7302                     | WLBX CREATE IMAGE CD/DVD       | \$350.000000  |

**Additional Potential Fees**

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| Service Code             | Service Description            | Unit Price |
|--------------------------|--------------------------------|------------|
| <b>WHOLESALE LOCKBOX</b> |                                |            |
| 7304                     | WLBX CUSTOM STAMPING           | \$0.120000 |
| 7305                     | WLBX DOCUMENT NOTATION         | \$0.070000 |
| 7306                     | WLBX NON-STANDARD DOCUMENT     | \$0.050000 |
| 7307                     | WLBX SPECIAL HANDLING          | \$0.165000 |
| 7308                     | WLBX RECAP SHEET-CUSTOM REPORT | \$0.500000 |
| 7316                     | TMG LBX DATA ENTRY             | \$0.450000 |

| Service Code | Service Description             | Definition                                                                                                                                                                                                                                                                                                                                                                                |
|--------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 21           | MONTHLY ACCT MAINTENANCE FEE    | Monthly fee for maintaining a business account (Acct). Per Month, Per Account.                                                                                                                                                                                                                                                                                                            |
| 35           | DEP ACCT USAGE RATE (PER \$100) | Monthly fee assessed on the average positive ledger balance for the month for deposit (Dep) accounts (Acct).<br><br>The average positive ledger balance is divided by 100 and then multiplied by the rate listed on the account analysis statement and divided by 12 to calculate the usage fee amount. Per Account With Average Positive Collected Ledger Balance, Per \$100 On Deposit. |
| 100          | CREDITS POSTED                  | Fee for posting deposits (credits) to an account. Deposits include transactions made at a banking location or ATM. They also may include, but are not limited to, credits posted from account transfers, wire transfers, Real Time Payments (RTP), Image Cash Letter deposits, Remote Deposit, sweep transfer, online banking transfers and other electronic credits. Per Credit.         |
| 105          | ACH RECEIVED CREDIT             | Fee for an ACH received credit. Per ACH Credit.                                                                                                                                                                                                                                                                                                                                           |
| 110          | ITEMS DEPOSITED - ON-US         | Per item fee for check deposits drawn on a Truist Account (On-U's) and made at locations that may include, but are not limited to, branch, ATM, Lockbox or through the mail. Per Deposited Item.                                                                                                                                                                                          |
| 112          | ITEMS DEPOSITED - IN STATE      | Per item fee for check deposits drawn on a bank with a routing number in the same state as the deposit location. Deposit sources may include, but are not limited to, branch, ATM, Lockbox or through the mail. Per Deposited Item.                                                                                                                                                       |
| 114          | ITEMS DEPOSITED - OTHER         | Per item fee for check deposits drawn on a bank with a routing number in a different state than the deposit location. Deposit sources may include, but are not limited to, branch, ATM, Lockbox or through the mail. Per Deposited Item.                                                                                                                                                  |
| 122          | WLBX ON-US DEPOSITED ITEM       | Fee for payment items deposited through wholesale lockbox (WLBX) that are drawn on Truist (On-us). Per Deposited Item.                                                                                                                                                                                                                                                                    |
| 124          | WLBX TRANSIT DEPOSITED ITEM     | Fee for payment items deposited through wholesale lockbox (WLBX) that are drawn on other financial institutions (Transit). Per Deposited Item.                                                                                                                                                                                                                                            |
| 128          | CHECKS PAID AND OTHER DEBITS    | Fee for posting checks or drafts (debits) for payment on the account. Debits include withdrawal transactions made at a banking location, or ATM. They also may include, but are not limited to, debit card purchases, bill pay, sweep debits, wire transfers debits, Real Time Payments (RTP) transfers, certified checks, legal order debits. Per Debit.                                 |
| 132          | CONTROLLED DISB - CHECKS PAID   | Fee for each paid check processed and posted against a Controlled Disbursement (Disb) account. Per Item.                                                                                                                                                                                                                                                                                  |
| 134          | ACH RECEIVED DEBIT              | Fee for an ACH received debit. Per ACH Debit.                                                                                                                                                                                                                                                                                                                                             |
| 331          | CD-ROM MAINTENANCE              | Maintenance fee per statement cycle for the creation and mailing of a CD-ROM that includes transaction images and DDA statement for the designated primary account. Per Primary Account, Per Statement Cycle.                                                                                                                                                                             |
| 333          | CD-ROM ITEMS                    | Fee for each check and other paper debit items posted to an account that is subscribed to the CD-ROM service. Per CD-ROM Image.                                                                                                                                                                                                                                                           |
| 335          | CD-ROM DISC                     | Fee for each CD-ROM disc created per statement cycle. Per Primary Account, Per CD-ROM Disc.                                                                                                                                                                                                                                                                                               |
| 337          | CD-ROM DUPLICATE DISC           | Fee for each CD-Rom disc and additional (duplicate) created per statement cycle when provided along with the Check Image Transmission service. Per Check Image Transmission Primary Account, Per CD Rom disc and per additional CD-Rom disc.                                                                                                                                              |
| 341          | CD-ROM ADDITIONAL ACCT FEE      | Maintenance fee per statement cycle for each additional account (Acct) included on the CD-ROM. Per Additional Account, Per Statement Cycle.                                                                                                                                                                                                                                               |
| 373          | CHECK FEES - DEPOSITS           | Fee for the purchase of depository supplies including, but not limited to, checks, stamps, and deposit slips. Multiple supplies may be purchased within the same order and the total fee is for all supplies including any shipping and taxes. This fee is assessed directly to the Deposit account and not through Account Analysis. Per Shipped Order.                                  |
| 385          | COIN ORDER PER ROLL             | Fee per each roll of coin ordered and to be provided at a bank's branch location. Per Roll Ordered.                                                                                                                                                                                                                                                                                       |
| 390          | CURRENCY ORDER PER \$1          | Fee per \$1 of currency ordered and to be provided at a bank's branch location. Per \$1 Ordered.                                                                                                                                                                                                                                                                                          |

| Service Code | Service Description             | Definition                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 395          | COIN AND CURRENCY DEPOSITED     | Fee per \$1 of coin and currency deposited that is processed and verified for a calendar month. The fee includes the following: cash deposits made over the counter (OTC) at bank branch locations, night depository(s) or Package Forward and reflects the total amount of coin and currency deposited into the account during a calendar month. Monthly Coin and Currency Deposited Per \$1. |
| 530          | ACH NOTIFICATION OF CHANGE      | Fee for processing each ACH Notification of Change. A Notification of Change contains correcting information that is required to be changed for any subsequent ACH transaction. Per Notification of Change.                                                                                                                                                                                    |
| 538          | ACH RETURN TRANSACTION          | Fee for processing a returned ACH transaction. Per Transaction.                                                                                                                                                                                                                                                                                                                                |
| 540          | DT/DLT ACH MONTHLY MAINT        | Monthly maintenance (Maint) fee for the capability to originate ACH payments via Direct Transmission (DT) and/or Digital Treasury (Dlty). Per Month, Per Account.                                                                                                                                                                                                                              |
| 553          | TOTAL ACH ORIGINATED ITEMS      | Fee for each ACH credit or debit transactions (Tran) originated through Direct Transmission, Treasury Manager, Digital Treasury, or Integrated Payables. Fee volume includes the total number of credit and debit items originated for the month. Per Transaction.                                                                                                                             |
| 554          | ACH ORIGINATED ADDENDA RECORD   | Fee for processing reference information in an Addenda Record associated with an ACH originated transaction. Per Addenda Record.                                                                                                                                                                                                                                                               |
| 850          | ZBA MASTER ACCOUNT MAINTENANCE  | Monthly per account fee for maintaining a Zero Balance Account (ZBA) Master and/or Super Master Account, the highest tier in a three tiered relationship. Per Account, Per Month.                                                                                                                                                                                                              |
| 851          | ZBA SUB ACCOUNT MAINTENANCE     | Monthly per account fee for maintaining a Zero Balance Account (ZBA) subsidiary (Sub) account in a zero balance relationship. This fee also applies to the master account in a multi-tiered relationship. Per Account, Per Month.                                                                                                                                                              |
| 1051         | ACH BLANKET BLOCK MAINTENANCE   | Monthly maintenance fee for each account set up with ACH Blanket Block Service which provides the capability to block incoming ACH transactions (debits, credits or both). Per Month, Per Account.                                                                                                                                                                                             |
| 1052         | ACH POSITIVE PAY MONTHLY MAINT  | Monthly maintenance (Maint) fee for each account with ACH Positive Pay service which provides the capability to filter or disposition ACH transactions received. Per Month, Per Account.                                                                                                                                                                                                       |
| 1200         | RDI SPECIAL HANDLING MAINT      | Monthly maintenance (Maint) fee for any account with special instructions for handling returned deposited items (RDI). Per Account, Per Month.                                                                                                                                                                                                                                                 |
| 1205         | RETURNED DEPOSITED ITEM FEE     | Fee for processing a deposited item returned. Per Return.                                                                                                                                                                                                                                                                                                                                      |
| 1210         | REDEPOSIT (RECLEARED) RET ITEM  | Special handling instruction fee per item for a returned (Ret) item that the client has instructed to redeposit (Reclear) to their account. Requested instruction entails the RDI special handling maintenance fee. Per Redeposit.                                                                                                                                                             |
| 1302         | EDI REPORTING MAINTENANCE       | Fee per maintaining each EDI profile and any number of accounts. This includes collecting, formatting, and reporting remittance detail. Per Client Profile, Per Month.                                                                                                                                                                                                                         |
| 1303         | EDI REPORTING PER ITEM FEE      | Per item fee for EDI reporting of a received payment. Per Item.                                                                                                                                                                                                                                                                                                                                |
| 1400         | VAULT MONTHLY MAINTENANCE       | Monthly maintenance fee for the capability of using cash vault services per location. Per Month, Per Location.                                                                                                                                                                                                                                                                                 |
| 1401         | CASH VAULT DEPOSITS             | Fee for posting a deposit consisting of any combination, but not limited to, SmartSafe deposits, coin, currency, or checks delivered to the bank's cash vault location. Per Deposit.                                                                                                                                                                                                           |
| 1405         | VAULT CASH DEPOSITED PER DOLLAR | Fee for processing and verifying cash (currency and coin) at the cash vault facility per dollar (Dollar) deposited. Each deposit is rounded to the nearest whole dollar. Per Dollar Deposited.                                                                                                                                                                                                 |
| 1407         | VAULT DEPOSIT CORRECTION        | Fee for handling and processing a deposit delivered to the cash vault facility which requires a correction. A correction is required each time the declared deposit amount generated/prepared does not reconcile to the verified deposit amount. Per Deposit Correction.                                                                                                                       |
| 1410         | VAULT DEPOSIT ITEMS - ON-US     | Per item fee for check deposits drawn on a Truist Account (On-U's) made via the Cash Vault. Per Deposited Item.                                                                                                                                                                                                                                                                                |
| 1411         | VAULT DEPOSIT ITEMS IN-STATE    | Per item fee for check deposits made at the Cash Vault and drawn on a bank with a routing number in the same state as the state in which the deposit account is domiciled. Per Deposited Item.                                                                                                                                                                                                 |
| 1412         | VAULT DEP ITEMS - OTHER         | Per item fee for check deposits made at the Cash Vault and drawn on a bank with a routing number in a different state as the state in which the deposit account is domiciled. Per Deposited Item.                                                                                                                                                                                              |
| 1417         | VAULT COIN DEPOSIT SUB TO CNT   | Per bag fee for a coin bag where the total dollar amount is not known at the time of cash vault deposit. Dollar amount deposited is subject to count (Sub To Cnt). Per Bag.                                                                                                                                                                                                                    |



| Service Code | Service Description            | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2028         | INCOMING DOMESTIC WIRE         | Fee for an incoming domestic wire. Per Wire.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3016         | CONTROLLED DISB MAINT          | Monthly maintenance (Maint) fee for the capability to provide Controlled Disbursement (Disb) services. Per Account, Per Month.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 3319         | TM ACH FILE UPLOAD             | Fee for processing an ACH file upload (pass-through) via Treasury Manager (TM). Per File.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 3320         | TM ACH BATCH PROCESSING FEE    | Fee for each ACH Batch imported or key entered into Treasury Manager (TM) and completed within a specific ACH Processing Cycle. Batches may be combined or separate based on client instructions. Per Batch.                                                                                                                                                                                                                                                                                                                                              |
| 3551         | TM/OLC MAINTENANCE FEE         | Monthly fee for maintaining a Company ID for the capability to access or to utilize the Treasury Manager (TM) and or Online Courier (OLC) service.<br><br>If Online Courier is added with different services (Prior Day, Current Day, Special Reports), and or different billing account/detail account combinations that are not set up on Treasury Manager, a fee will be assessed for both the Treasury Manager Company ID and the Online Courier Company ID, otherwise a single fee will be assessed. Per Company ID, Per Month.                      |
| 3552         | TM/OLC PRIOR DAY SERV/MONTH    | Monthly fee for maintaining a Company ID for the capability to access or to utilize the prior day information reporting service (Serv) for Treasury Manager (TM) and or Online Courier (OLC).<br><br>If prior day information reporting is also received via Online Courier and the billing account/detail account combination differs from those set up on Treasury Manager, a fee will be assessed for both the Treasury Manager Company ID and Online Courier Company ID; otherwise, a single fee will be assessed. Per Company ID, Per Month.         |
| 3553         | TM/OLC PRIOR DAY/ACCOUNT       | Fee for each account for prior day detail and summary information reporting for Treasury Manager (TM) and or Online Courier (OLC).<br><br>If prior day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per account fee will also be assessed for each account set up on Online Courier for prior day information reporting. Per Account.                                                                                              |
| 3554         | TM/OLC PRIOR DAY/DETAIL ITEM   | Fee for each prior day information reporting detail item loaded for each account in Treasury Manager (TM) and or Online Courier (OLC).<br><br>If prior day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per detail item fee will also be assessed for each item reported via Online Courier. Per Detail Item.                                                                                                                      |
| 3555         | TM/OLC CURRENT DAY SERV/MONTH  | Monthly fee for maintaining a Company ID for the capability to access or to utilize the current day information reporting service (Serv) for Treasury Manager (TM) and or Online Courier (OLC).<br><br>If current day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, a fee will be assessed for both the Treasury Manager Company ID and Online Courier Company ID; otherwise, a single fee will be assessed. Per Company ID, Per Month. |
| 3556         | TM/OLC CURRENT DAY/ACCOUNT     | Fee for each account for current day detail and summary information reporting for Treasury Manager (TM) and or Online Courier (OLC).<br><br>If current day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per account fee will also be assessed for each account set up on Online Courier for current day information reporting. Per Account.                                                                                        |
| 3557         | TM/OLC CURRENT DAY/DETAIL ITEM | Fee for each current day information reporting detail item loaded for each account in Treasury Manager (TM) and or Online Courier (OLC).<br><br>If current day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per detail item fee will also be assessed for each item reported via Online Courier. Per Detail Item.                                                                                                                  |

| Service Code | Service Description            | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3560         | TM/OLC CAR REPORT              | <p>Fee for the Client Activity Report (CAR) which provides a statement of daily originated ACH activity. This includes, but is not limited to, transaction adjustments, Notification of Change (NOC) requests, ACH return items and settlement transactions. Fee volume is the total number of days the CAR report is loaded on the account that received the report on the greatest number of days across all accounts during the month on a Treasury Manager (TM) and or Online Courier (OLC) Company ID.</p> <p>If the CAR report is also received via OLC and the billing account and detail account combination differs from those set up on TM, the CAR report fee will also be assessed for OLC. The Greatest Number Of Days With A Report Loaded Across All Accounts, Within A Company ID.</p> |
| 3564         | TM ONLINE STOP PAYMENT         | Fee for processing an electronic/online stop payment request submitted through Treasury Manager (TM). Fee is for each individual stop payment request whether for a single check or a range of checks. Per Stop Payment Request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 3565         | TM ACH MONTHLY MAINTENANCE     | Monthly maintenance fee for the capability to use Automated Clearing House (ACH) services that includes, but is not limited to, initiating, importing and or uploading ACH transactions through Treasury Manager (TM). The fee applies per Company ID. Per Company ID, Per Month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3566         | TM ACCOUNT TRANSFER            | Fee per completed account transfer through Treasury Manager (TM). Per Completed Account Transfer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3568         | TM WIRE TRANSFER SERVICE/MONTH | Monthly fee for the capability to use wire transfer services that include, but are not limited to, initiating and or importing wire transactions through Treasury Manager (TM). The fee is assessed per Company ID. Per Company ID, Per Month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3585         | TM DOMESTIC NON-REP WIRE       | Fee for sending a domestic non-repetitive (Non-Rep) wire transfer initiated through Treasury Manager (TM). Per Wire.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3587         | TM BOOK TRANSFER NON-REP       | Fee for sending a non-repetitive (Non-Rep) book transfer between Truist accounts initiated through Treasury Manager (TM). Per Transfer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3589         | BOOK TRANSFER CREDIT           | Fee for processing an internal book transfer credit. Per Transfer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3961         | OLC DDA STATEMENT              | Fee for generating and sending Demand Deposit Account (DDA) statement(s) via Online Courier (OLC). Per Account, Per Month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3962         | OLC ANALYSIS STATEMENT         | Fee for generating and sending Account Analysis statement(s) via Online Courier (OLC). Per Account, Per Month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4133         | CPR/POS PAY/PAYEE-EXCEPTIONS   | Per item fee for handling a check drawn on a Controlled Pay Reconciliation (CPR), Positive Pay (Pos Pay) and or Positive Pay Payee Account that does not match the issue record as provided by the client. Mismatches are exceptions and include, but are not limited to paid-no-issue records (PNIs) and encoding errors. Per Exception Item.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4140         | POSITIVE PAY - MAINTENANCE     | Monthly maintenance fee for each account set up on Positive Pay without Reconciliation service. Per Month, Per Account.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 4141         | CONTROL/POSITIVE PAY - ITEMS   | Per item fee for verifying each check against each record on an issue file for a Control Pay or Positive Pay account without full or partial reconciliation service. Per Item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 7204         | WLBX IMG ITEMS SCANNED         | Per image (IMG) fee for remittance document items scanned. Simplex scanning of a remittance document item will count as 1 image per item and duplex scanning will count as 2 images. Items may include, but are not limited to, the remittance envelope and contents that are scanned in accordance with client wholesale lockbox (WLBX) instructions. Per Image.                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7207         | WLBX CRRSPND BATCH MAINTENANCE | Monthly maintenance fee for separate batching of correspondence (Crrspnd) for each wholesale lockbox (WLBX). Per Lockbox, Per Month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7212         | WLBX IMAGE ARCHIVE 90 DAYS     | Per image fee for all items imaged and archived for 90 days. Simplex imaging will count as 1 image per item and duplex imaging will count as 2 images per item. Item is defined in accordance with client wholesale lockbox (WLBX) instructions. Per Image.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 7214         | WLBX MAINTENANCE - MONTHLY     | Per month fee for maintaining a wholesale lockbox (WLBX). Per Lockbox, Per Month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7222         | WLBX REJECTED ITEMS            | Per item fee for handling items that were received through a wholesale lockbox (WLBX) and were rejected. Rejects include, but are not limited to, payment items that do not conform to client defined business rules or cannot be processed. Per Item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 7227         | WLBX POSTAGE PER ITEM          | Per item charge for postage to deliver items via U.S. mail to the wholesale lockbox (WLBX) client. Item is defined in accordance with client lockbox instructions. Per Item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7228         | WLBX PACKAGE PREPARATION       | Fee per wholesale lockbox (WLBX), per day (if a deposit is made), for preparing payments, correspondence, and other documents including, but not limited to, photocopies, reports or other designated items to be packaged and mailed to the client. Per Lockbox, Per Day.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7241         | LOCKBOX DEPOSITS               | Fee for processing and posting a deposit of items received in a Lockbox. Per Deposit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| Service Code | Service Description            | Definition                                                                                                                                                                                                                                                                                                                                           |
|--------------|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7243         | WLBX NON-REMIT MAIL/NO PAYMENT | Per item fee for handling mail with no payment (also known as a non-remit item) for a wholesale lockbox (WLBX). Item is defined in accordance with client wholesale lockbox instructions. Per Item.                                                                                                                                                  |
| 7244         | WLBX DATA CAPTURE KEYSTROKES   | Per keystroke fee for keying/capturing client specified data for a wholesale lockbox (WLBX). Per Keystroke.                                                                                                                                                                                                                                          |
| 7264         | WLBX IMAGE BATCH DOWNLOAD      | Per batch of images downloaded/exported via Lockbox Image Browser of wholesale lockbox (WLBX) items.<br><br>A batch for download/export is defined as 250 images or less of either combination of payment items and or correspondence.<br><br>A download/export is executed each time a user clicks to download/export a batch of images. Per Batch. |
| 7279         | WLBX STANDARD ITEM             | Per item fee for standard processing of a wholesale lockbox (WLBX) item. Item is defined in accordance with client wholesale lockbox instructions. Per Item.                                                                                                                                                                                         |
| 7280         | WLBX STANDARD REASSOCIATION    | Per item fee for standard process of reassociation for a wholesale lockbox (WLBX). Standard reassociation involves physically matching a copy of a monetary instrument and stapling such item (in top left corner) to the associated remittance information. Item is defined in accordance with client lockbox instructions. Per Item.               |
| 7281         | WLBX ITEM PRINT                | Per item fee for providing a copy (print) of a check or other monetary instrument. Item is defined in accordance with client lockbox (WLBX) instructions. Per Item.                                                                                                                                                                                  |

### PRICES AND SERVICES CHART

Listed below is a summary of the **average** monthly volumes for the various types of services currently being utilized by the County. This information **was based**, in part, on monthly average volumes. Volumes are estimated and not guaranteed as minimums or maximums. In addition, based on the information contained in this proposal, provide unit charges for the new services, as outlined in the proposal. Proposers must use this format, adding any other service fees that will be charged. Additionally, Proposers are requested to provide the information below electronically (Excel is preferred) to the County.

|                                       | AVERAGE | UNIT CHARGE |           |
|---------------------------------------|---------|-------------|-----------|
| <b>** GENERAL BANKING SERVICES **</b> |         |             |           |
| MONTHLY ACCOUNT MAINTENANCE FEE       | 5       | \$ 8.0000   | \$ 40.00  |
| CREDITS POSTED                        | 550     | \$ 0.5600   | \$ 308.00 |
| ITEMS DEPOSITED - ON-US               | 84      | \$ 0.0800   | \$ 6.72   |
| ITEMS DEPOSITED - IN STATE            | 362     | \$ 0.0800   | \$ 28.96  |
| ITEMS DEPOSITED - OTHER               | 205     | \$ 0.0800   | \$ 16.40  |
| WLBX ON-US DEPOSITED ITEM             | 83      | \$ 0.1150   | \$ 9.55   |
| WLBX TRANSIT DEPOSITED ITEM           | 611     | \$ 0.0700   | \$ 42.77  |
| CHECKS PAID AND OTHER DEBITS          | 1,946   | \$ 0.0400   | \$ 77.84  |
| CHECK FEES - DEPOSITS                 | 2       | \$ 0.5600   | \$ 1.12   |
| COIN ORDER PER ROLL                   | 29      | \$ 0.2000   | \$ 5.80   |
| CURRENCY ORDER PER \$1                | 405     | \$ 0.0013   | \$ 0.53   |
| COIN AND CURRENCY DEPOSITED           | 54,974  | \$ 0.0025   | \$ 137.44 |
| RDI SPECIAL HANDLING MAINT            | 1       | \$ 5.0000   | \$ 5.00   |
| RETURNED DEPOSITED ITEM FEE           | 8       | \$ 3.0000   | \$ 24.00  |
| REDEPOSIT (RECLEARED) RET ITEM        | 7       | \$ 3.0000   | \$ 21.00  |

|                                 |        |           |           |
|---------------------------------|--------|-----------|-----------|
| <b>** VAULT SERVICES **</b>     |        |           |           |
| VAULT MONTHLY MAINTENANCE       | 17     | \$ 9.0000 | \$ 153.00 |
| CASH VAULT DEPOSITS             | 227    | \$ 0.5600 | \$ 127.12 |
| VAULT CASH DEPOSITED PER DOLLAR | 74,070 | \$ 0.0009 | \$ 66.66  |
| VAULT DEPOSIT CORRECTION        | 20     | \$ 6.0000 | \$ 120.00 |
| VAULT DEPOSIT ITEMS - ON-US     | 317    | \$ 0.0300 | \$ 9.51   |
| VAULT DEPOSIT ITEMS IN-STATE    | 2,043  | \$ 0.0500 | \$ 102.15 |
| VAULT DEP ITEMS - OTHER         | 2,138  | \$ 0.0200 | \$ 42.76  |
| VLT COIN DEPOSIT STANDARD BAG   | 3      | \$ 2.0000 | \$ 6.00   |
| VAULT COIN DEPOSIT SUB TO CNT   | 29     | \$ 3.0000 | \$ 87.00  |

|                                     |    |           |          |
|-------------------------------------|----|-----------|----------|
| <b>** WIRE TRANSFER SERVICES **</b> |    |           |          |
| INCOMING DOMESTIC WIRE              | 2  | \$ 4.0000 | \$ 8.00  |
| TM DOMESTIC NON-REP WIRE            | 20 | \$ 3.0000 | \$ 60.00 |
| TM BOOK TRANSFER NON-REP            | 5  | \$ 3.0000 | \$ 15.00 |
| BOOK TRANSFER CREDIT                | 1  | \$ 5.0000 | \$ 5.00  |

|                                |       |            |          |
|--------------------------------|-------|------------|----------|
| <b>** ACH SERVICES **</b>      |       |            |          |
| ACH RECEIVED CREDIT            | 1,307 | \$ 0.0400  | \$ 52.28 |
| ACH RECEIVED DEBIT             | 166   | \$ 0.0400  | \$ 6.64  |
| ACH NOTIFICATION OF CHANGE     | 14    | \$ 0.5000  | \$ 7.00  |
| ACH RETURN TRANSACTION         | 9     | \$ 1.0000  | \$ 9.00  |
| DT/DLTY ACH MONTHLY MAINT      | 1     | \$ 15.0000 | \$ 15.00 |
| TOTAL ACH ORIGINATED ITEMS     | 3,042 | \$ 0.0300  | \$ 91.26 |
| ACH ORIGINATED ADDENDA RECORD  | 7     | \$ 0.0400  | \$ 0.28  |
| ACH BLANKET BLOCK MAINTENANCE  | 1     | \$ 5.0000  | \$ 5.00  |
| ACH POSITIVE PAY MONTHLY MAINT | 2     | \$ 5.0000  | \$ 10.00 |
| TM ACH FILE UPLOAD             | 5     | \$ 4.0000  | \$ 20.00 |
| TM ACH BATCH PROCESSING FEE    | 11    | \$ 2.0000  | \$ 22.00 |

|                                       |       |            |           |
|---------------------------------------|-------|------------|-----------|
| <b>** EDI SERVICES **</b>             |       |            |           |
| EDI MONTHLY MAINT RECEIVABLES         | 1     | \$ 45.0000 | \$ 45.00  |
| EDI TRANSACTION RECEIVABLES           | 1,472 | \$ -       | \$ -      |
| <b>** RECONCILIATION SERVICES **</b>  |       |            |           |
| CD-ROM MAINTENANCE                    | 1     | \$ 10.0000 | \$ 10.00  |
| CD-ROM ITEMS                          | 1,850 | \$ 0.0200  | \$ 37.00  |
| CD-ROM DISC                           | 1     | \$ 5.0000  | \$ 5.00   |
| CD-ROM DUPLICATE DISC                 | 1     | \$ 5.0000  | \$ 5.00   |
| CD-ROM ADDITIONAL ACCT FEE            | 3     | \$ 5.5000  | \$ 16.50  |
| <b>** POSPAY / REVERSE POS PAY **</b> |       |            |           |
| CPR/POSPAY/PAYEE D/T BANK /FILE       | 4     | \$ 6.0000  | \$ 24.00  |
| CPR/POS PAY/PAYEE-EXCEPTIONS          | 6     | \$ 0.5000  | \$ 3.00   |
| POSITIVE PAY - MAINTENANCE            | 4     | \$ 25.0000 | \$ 100.00 |
| CONTROL/POSITIVE PAY - ITEMS          | 1,850 | \$ 0.0250  | \$ 46.25  |

|                                      |       |            |          |
|--------------------------------------|-------|------------|----------|
| <b>** TREASURY MANAGER **</b>        |       |            |          |
| TM/OLC MAINTENANCE FEE               | 1     | \$ 10.0000 | \$ 10.00 |
| TM/OLC PRIOR DAY SERV/MONTH          | 1     | \$ 10.0000 | \$ 10.00 |
| TM/OLC PRIOR DAY/ACCOUNT             | 5     | \$ 7.0000  | \$ 35.00 |
| TM/OLC PRIOR DAY/DETAIL ITEM         | 4,219 | \$ 0.0200  | \$ 84.38 |
| TM/OLC CURRENT DAY SERV/MONTH        | 1     | \$ 10.0000 | \$ 10.00 |
| TM/OLC CURRENT DAY/ACCOUNT           | 4     | \$ 7.0000  | \$ 28.00 |
| TM/OLC CURRENT DAY/DETAIL ITEM       | 2,060 | \$ 0.0200  | \$ 41.20 |
| TM/OLC CAR REPORT                    | 19    | \$ 0.2500  | \$ 4.75  |
| TM ONLINE STOP PAYMENT               | 16    | \$ 5.0000  | \$ 80.00 |
| TM ACH MONTHLY MAINTENANCE           | 1     | \$ 10.0000 | \$ 10.00 |
| TM ACCOUNT TRANSFER                  | 1     | \$ 0.2500  | \$ 0.25  |
| TM WIRE TRANSFER SERVICE/MONTH       | 1     | \$ 10.0000 | \$ 10.00 |
| <b>** ONLINE COURIER SERVICES **</b> |       |            |          |
| OLC DDA STATEMENT                    | 1     | \$ 1.0000  | \$ 1.00  |
| OLC ANALYSIS STATEMENT               | 3     | \$ 1.0000  | \$ 3.00  |

|                                       |   |            |          |
|---------------------------------------|---|------------|----------|
| <b>** CASH MANAGEMENT SERVICES **</b> |   |            |          |
| ZBA MASTER ACCOUNT MAINTENANCE        | 1 | \$ 10.0000 | \$ 10.00 |
| ZBA SUB ACCOUNT MAINTENANCE           | 3 | \$ 5.0000  | \$ 15.00 |

|                                |       |             |           |
|--------------------------------|-------|-------------|-----------|
| <b>** WHOLESALE LOCKBOX **</b> |       |             |           |
| LOCKBOX DEPOSITS               | 30    | \$ 0.5000   | \$ 15.00  |
| WLBX IMG ITEMS SCANNED ORL     | 7,356 | \$ 0.0800   | \$ 588.48 |
| WLBX CRRSPND BATCH MAINTENANCE | 1     | \$ 50.0000  | \$ 50.00  |
| WLBX IMAGE ARCHIVE 90 DAYS ORL | 8,910 | \$ 0.1000   | \$ 891.00 |
| WLBX MAINTENANCE - MONTHLY ORL | 1     | \$ 185.0000 | \$ 185.00 |
| WLBX REJECTED ITEMS ORL        | 81    | \$ 0.5000   | \$ 40.50  |
| WLBX POSTAGE PER ITEM ORL      | 694   | \$ 0.4500   | \$ 312.30 |
| WLBX PACKAGE PREPARATION ORL   | 22    | \$ 1.5000   | \$ 33.00  |
| WLBX NON-REMIT MAIL/NO PAYMENT | 669   | \$ 0.5400   | \$ 361.26 |
| WLBX DATA CAPTURE KEYSTROKES   | 4,753 | \$ 0.0100   | \$ 47.53  |
| WLBX IMAGE BATCH DOWNLOAD ORL  | 76    | \$ 1.0000   | \$ 76.00  |
| WLBX STANDARD ITEM ORL         | 694   | \$ 0.4900   | \$ 340.06 |
| WLBX STANDARD REASSOCIATION    | 694   | \$ 0.1100   | \$ 76.34  |
| WLBX ITEM PRINT ORL            | 694   | \$ 0.0700   | \$ 48.58  |

|                                     |      |              |             |
|-------------------------------------|------|--------------|-------------|
| <b>** OTHER SERVICES **</b>         |      |              |             |
| CONTROLLED DISBURSEMENT PER ITEM    | 1250 | \$ 0.0710    | \$ 88.75    |
| CONTROLLED DISBURSEMENT MAINTENANCE | 1    | \$ 150.0000  | \$ 150.00   |
|                                     |      | <b>TOTAL</b> | \$ 5,713.91 |

# Exceptions & Clarifications

This Proposal is delivered in response to the RFP issued for banking services. The following Exceptions and Clarifications are an integral part of the Bank's proposal ("Proposal") in response to the Banking Request for Proposal RFP Number P-1-23-01 for the County.

This Proposal is delivered on the condition that it be kept confidential and not be shared with any third party unless done so on a confidential, need-to-know-basis, as required for evaluating the Proposal or as required by law. Truist ("Bank") offers a wide array of services to its clients. In the regular course of business the Bank may change, remove or add products, services or features and availability of such services. Some services offered in this Proposal are subject to the initial and subsequent review of client financial statements, approval by the Bank, and satisfactory completion of applicable service documentation.

The Proposal includes services that are offered in accordance with the Bank's standard banking agreements (included in or referenced in the Proposal) as applicable to the services contained in the Proposal. The Bank's standard documentation is written specifically for the proposed services, and the Bank requires the standard documentation as the basis for the proposed services. The Bank will consider any legal need to edit the Bank's standard documentation, including edits relating to compliance with applicable law and requests to incorporate specific administrative terms or agreements contained in the RFP. The Bank will review requests to execute any client forms or agreements, and work to negotiate mutually acceptable terms.

Quoted terms, conditions, and pricing are valid for 180 days from the Proposal date, unless expressly affirmed in writing. The provided pro forma is based on estimated volumes and services. Additional services will be charged at the Bank's standard price unless otherwise negotiated. Changes to services, line items, volumes, or billing methodology may impact pricing.

To the extent of any conflict between pricing in the pro forma and any pricing set forth elsewhere in the Proposal, pricing in the pro forma will take precedence. Except as may be otherwise expressly provided, interest rates and Earnings Credit Rates (ECRs) are managed rates subject to change at the Bank's discretion without notice, in accordance with the Bank's Commercial Bank Services Agreement.

The Bank has addressed any RFP requirements along with certain exceptions, clarifications, or modifications relating to such requirements in the Proposal, and the Bank only agrees to terms in the RFP as modified by the Bank's Proposal. Bank's response to the RFP does not constitute the acceptance of any other binding terms or agreement. All certifications or representations required by the RFP or made in the Proposal are made to the extent of the personal knowledge, without investigation, of the individual signing the Proposal on behalf of the Bank.

To the extent included in the RFP, Truist takes exception to the provisions of the RFP (and/or any agreement included in the RFP) that:

- Require the Bank or any affiliate of the Bank to indemnify or hold any person or entity harmless or otherwise relate to the Bank's liabilities for providing the services
- Restrict the ability of the Bank to terminate the services
- Restrict the ability of the Bank to amend the terms of, alter, or withhold services offered
- Restrict the ability of the Bank to assign the agreements to an affiliate or to assign them due to a change in control of the Bank or the sale of the relevant assets used to provide the banking and treasury management services
- Restrict the use of vendors by the Bank or impose any requirements on the Bank's use of vendors
- Require the Bank to comply with federal, state, or local laws, regulations or ordinances that are not otherwise applicable to the Bank in the ordinary course of providing banking and treasury management services



- Please note that Truist Bank is not a registered "municipal advisor" within the meaning of SEC Rule 15Ba-1-1 through 15Ba1-8 and by accepting this proposal, the County acknowledges and agrees that nothing in this document constitutes advice with respect to municipal financial products.
- In the event the County's RFP includes a pricing sheet/template, Truist will complete the County's pricing sheet/pricing template as part of its Proposal. However, the fees and terms listed on Truist's pro forma included with the Proposal will govern the fees for the banking services to be provided by Truist as requested in the RFP.

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